

1 Hydee Feldstein Soto (SBN 106866)
Steven Y. Otera (SBN 155471)
2 soter@portla.org
Justin M. Houterman (SBN 211703)
3 jhouterman@portla.org
John T. Driscoll (SBN: 204092)
4 jdriscoll@portla.org
Deborah Dorny (SBN 204391)
5 Ddorny@portla.org
OFFICE OF THE CITY ATTORNEY OF LOS ANGELES
6 425 South Palos Verdes Street
San Pedro, CA 90731
7 Telephone: (310) 732-3750
Facsimile: (310) 831-9778
8

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GOV'T CODE § 6103

9 Amrit S. Kulkarni (SBN: 202786)
akulkarni@meyersnave.com
10 Julia L. Bond (SBN: 166587)
jbond@meyersnave.com
Shaye Diveley (SBN: 215602)
11 sdiveley@meyersnave.com
MEYERS NAVE
12 707 Wilshire Blvd., 24th Floor
Los Angeles, California 90017
13 Telephone: (213) 626-2906
Facsimile: (213) 626-0215
14

15 Attorneys for Respondents/Defendants CITY OF
LOS ANGELES, LOS ANGELES CITY
16 COUNCIL, PORT OF LOS ANGELES, THE
CITY OF LOS ANGELES HARBOR
17 DEPARTMENT, and THE LOS ANGELES
BOARD OF HARBOR COMMISSIONERS
18

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

21 NATURAL RESOURCES DEFENSE
COUNCIL, INC., SAN PEDRO AND
22 PENINSULA HOMEOWNERS
COALITION, SAN PEDRO PENINSULA
23 HOMEOWNERS UNITED, INC., EAST
YARD COMMUNITIES FOR
24 ENVIRONMENTAL JUSTICE and
COALITION FOR CLEAN AIR, INC.,
25 nonprofit corporations,

26 Petitioner/Plaintiffs
27
28

Case No. 37-2021-00023385-CU-TT-CTL

Assigned For All Purposes To:
Hon. Timothy B. Taylor, Dept. SD-2004

DECLARATION OF LISA OCHSNER

Actions Filed: September 16, 2020

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v.

CITY OF LOS ANGELES, PORT OF LOS ANGELES, LOS ANGELES BOARD OF ANGELES and LOS ANGELES BOARD OF HARBOR COMMISSIONERS, public entities,

Respondents.

CHINA SHIPPING (NORTH AMERICA) HOLDING CO. LTD, a Delaware corporation; COSCO SHIPPING (NORTH AMERICA), INC., a California corporation; WEST BASIN CONTAINER TERMINAL LLC, a Delaware corporation; CHINA COSCO SHIPPING CORPORATION LIMITED, a corporation; and DOES 1 THROUGH 50, inclusive,

Real Parties in Interest.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, a Public Entity,

Petitioner,

v.

CITY OF LOS ANGELES, a Public Entity; LOS ANGELES CITY COUNCIL, a Public Entity; the CITY OF LOS ANGELES HARBOR DEPARTMENT, a Public Entity; and the LOS ANGELES BOARD OF HARBOR COMMISSIONERS, a Public Entity,

Respondents.

CHINA SHIPPING (NORTH AMERICA) HOLDING CO. LTD, et al.

Real Parties in Interest.

Consolidated Case

1 **DECLARATION OF LISA OCHSNER**

2 I, Lisa Ochsner, declare as follows:

3 1. I have been an employee at the Los Angeles Harbor Department, known as the Port
4 of Los Angeles (“POLA”) since March 2008. My current position is Marine Environmental
5 Manager, a position that I have held since April 2013.

6 2. As the Marine Environmental Manager, I oversee environmental compliance of Port
7 tenant leases and permits, including but not limited to, mitigation measures and lease measures
8 implemented through Mitigation Monitoring and Reporting Programs, environmental conditions
9 imposed through project approvals, and other environmental requirements contained in tenant
10 Environmental Compliance Plans.

11 3. I have been involved with the China Shipping 2008 Environmental Impact Report
12 (EIR) and the 2019 Supplemental Environmental Impact Report (SEIR) regarding compliance and
13 monitoring under the California Environmental Quality Act (CEQA). The 2019 SEIR provided
14 updated status of compliance with the mitigation measures as of the date of that document, and I
15 have continued to monitor compliance since the 2019 SEIR was certified.

16 4. Pursuant to the Peremptory Writ of Mandate adopted and ordered on May 24, 2024
17 by Judge Timothy Taylor, I am responsible for overseeing compliance and reporting on all of the
18 Mitigation Measures and Lease Measures of the Permit with China Shipping.

19 5. Attached hereto as Exhibit A is a spreadsheet that lists the full description and
20 summarizes the compliance status of each Mitigation Measure and Lease Measure.

21 6. Attached hereto as Exhibit B is signed agreement between China Shipping and West
22 Basin Container Terminal (WBCT) wherein China Shipping has appointed WBCT as the
23 authorized agent to report on the compliance of all Mitigation Measures and Lease Measures in
24 accordance with the 5th and 6th Amendment to Permit 999.

25 7. Attached hereto as Exhibit C are the executed bi-annual Compliance Forms signed
26 by WBCT as China Shipping’s authorized agent under penalty of perjury regarding the status of
27 each Mitigation Measure and Lease Measure of the Permit that is the responsibility of China
28 Shipping in whole or in part.

1 8. Attached hereto as Exhibit D are the verification documents supporting the status of
2 each Mitigation Measure that is the responsibility of the Harbor Department in whole or in part.

3 9. This Declaration, along with Exhibits A-D, will be posted on the Port of Los Angeles
4 Website at <https://www.portoflosangeles.org/environment/environmental-documents> under the
5 title heading “Berths 97-109 [China Shipping] Container Terminal Project.

6 10. As to each Mitigation Measure and Lease Measure, the following is a description of
7 the current status of compliance.

8 a. Mitigation Measure AES-1 Landscaping. The status of this measure is
9 Continuing. Item #1 in the measure is the Front St Beautification Project, which was
10 completed on July 11, 2024. Item #2 of the measure is part of the Pacific Avenue
11 Beautification Project, which was completed on March 12, 2007. Item #2 includes elements
12 of the North Gaffey Street Beautification Project. Phase 1 was completed on April 11, 2011
13 and Phase 2 has been advertised for construction under Bid Specification #2833. A pre-bid
14 meeting for prospective contractors was held on July 9, 2024. Item #2 is also part of the
15 State Route 47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange
16 Reconfiguration for areas adjacent to the on- and off-ramps. This project is currently under
17 construction and updates can be found at [www.portoflosangeles.org/community/traffic-](http://www.portoflosangeles.org/community/traffic-interchange)
18 [interchange.](http://www.portoflosangeles.org/community/traffic-interchange)

19 b. Mitigation Measure AES-2 Crane Color. The status of this measure is
20 Completed. In 2010, Harbor Department staff L. Desantis approved the crane color paint
21 sample submitted by terminal operator West Basin Container Terminal (WBCT) via email
22 communication. WBCT provided photos and a copy of the paint color sample that confirms
23 all ten existing cranes are the same color as approved by the Harbor Department. Any
24 future changes to the existing cranes or the addition of new cranes will be of a similar color
25 to meet the requirement of this measure.

26 c. Mitigation Measure AES-3 Beautification Plans. The status of this measure
27 is Continuing. For the beautification plan improvements along the upper portions of the
28

1 Channel Street corridor, refer to MM AES-1 which includes Front Street Beautification,
2 Pacific Avenue Beautification, and the North Gaffey Street Beautification projects.

3 Another key improvement proposed is the removal of a large billboard and truck
4 resale facility. Thirty-day notices to terminate the permit for the billboard were served on
5 June 26, 2024. It is projected that the billboard will be removed by the next reporting
6 deadline. In addition, a title search and appraisal are being obtained for the truck resale
7 facility at 1002 N. Pacific Avenue to further the negotiations with the current tenant for
8 relocation and removal of the building.

9 A cost feasibility study was conducted for the undergrounding of utilities along
10 2,390 feet of the north side of Front Street (between Regan St. and Pacific Avenue). The
11 cost of burying the utilities was \$2,510 per foot, exceeding the \$1,000 cost indicated in the
12 mitigation measure. Therefore, the Harbor Department concluded that this item was
13 infeasible. As an alternative, the Harbor Department has included a plan for landscaping
14 and multi-use pathways along Front Street as part of the Front Street Beautification Project
15 with an estimated completion date of September 2024.

16 d. Mitigation Measure AES-4 Plaza Park. The status of this measure is
17 Completed. The Plaza Park project was completed as part of the LA Waterfront Project. A
18 complete project list can be accessed through the LA Waterfront Project website at
19 www.lawaterfront.org. Signage, a viewing platform and informational kiosk were provided
20 as part of the Sampson Way Realignment Project completed in September 2017.

21 e. Mitigation Measure AQ-1 Harbor Craft Used During Construction. The
22 status of this measure is Completed. The terminal construction (Phases II and III) was
23 completed in March 2015.

24 f. Mitigation Measure AQ-2 Cargo Ships For Delivery of Terminal Cranes.
25 The status of this measure is Completed. The Harbor Department verified the following
26 crane delivery dates and information provided by WBCT were in compliance with the
27 requirement. Cranes 80-81 and MV Zhen Hua 19 arrived on August 23, 2015, berthed at
28 100 and departed on September 1, 2015. Vessel speed data shows bulk cargo ships met

1 VRSP. Cranes 82-85 and MV Zhen Hua 27 arrived on January 8, 2011, berthed at 100 and
2 departed on January 15, 2011. Vessel speed data shows bulk cargo ships met VSRP. Any
3 future crane deliveries by China Shipping will need to comply with this requirement.

4 g. Mitigation Measure AQ-3 Fleet Modernization for On-Road Trucks. The
5 status of this measure is Completed. The terminal construction (Phases II and III) was
6 completed in March 2015.

7 h. Mitigation Measure AQ-4 Fleet Modernization for Construction Equipment.
8 The status of this measure is Completed. The terminal construction (Phases II and III) was
9 completed in March 2015.

10 i. Mitigation Measure AQ-5 Best Management Practices. The status of this
11 measure is Completed. The terminal construction (Phases II and III) was completed in
12 March 2015.

13 j. Mitigation Measure AQ-6 Additional Fugitive Dust Controls. The status of
14 this measure is Completed. The terminal construction (Phases II and III) was completed in
15 March 2015.

16 k. Mitigation Measure AQ-7 General Mitigation Measure. The status of this
17 measure is Completed. The terminal construction (Phases II and III) was completed in
18 March 2015.

19 l. Mitigation Measure AQ-8 Special Precautions Near Sensitive Sites. The
20 status of this measure is Not Applicable. The Department's Construction Management
21 Division determined there were no sensitive sites, as defined in the measure, within 1,000
22 feet of the construction activities.

23 m. Mitigation Measure AQ-9 Alternative Maritime Power (AMP). The status
24 of this measure is Continuing. For this reporting period, China Shipping is compliant with
25 the measure. 100% shore power was utilized for vessels during the reporting period from
26 December 31, 2023 through July 2, 2024. Bulk cargo ships used for one-time deliveries at
27 the terminal are shown as "Not applicable" in the report because those vessel types are not
28

1 required to use shore power. This information is derived from WBCT's reporting to the
2 California Air Resources Board (CARB).

3 n. Mitigation Measure AQ-10 Vessel Speed Reduction Program (VSRP). The
4 status of this measure is Continuing. According to data available to the Harbor Department
5 within this reporting period, 100% of container vessels met the VSRP requirement at the 40
6 nautical mile (nm) limit. However, there were two bulk vessels that did not meet the VSRP
7 requirement during one-time visits to the terminal for transtainer deliveries. Taking into
8 account the two bulk vessels, the overall VSRP compliance rate is 93% at the 40 nm limit.
9 For future reports, WBCT has stated that this requirement has been added to its Terminal
10 Tariff for Berths 97-109 pursuant to the Fifth and Sixth Amendments to Permit 999. The
11 updated Terminal Tariff reinforces the existing VSRP and also imposes an escalating fee
12 schedule that leads to suspension for repeated violations. The relevant text to the updated
13 Terminal Tariff provides:

14 Failure of a Vessel calling at Berths 97-109 to comply with the VSRP will result in
15 the following enforcement action: (1) for a first offense, a letter of warning to the
16 Vessel's fleet operator; (2) for second offense, assessing a \$1,000 fee against the
17 previously warned fleet manager; (3) for a third offense, a similarly assessed fee in
18 the amount of \$2,500; (4) for a fourth offense, a similarly assessed fee in the amount
19 of \$3,500, and (5) for a fifth offense, a suspension of the fleet managers' Vessels
20 from calling at Berths 97-109.

21 o. Mitigation Measure AQ- 11 Low Sulfur Fuel. The status of this measure is
22 Completed. This measure has been superseded by CARB fuel requirements. As required by
23 CARB's regulation, as of July 1, 2009, all vessels are required to use low-sulfur fuel (0.5%
24 max sulfur content) in their main engines, and auxiliary engines and boilers within 24 nm
25 of the coastline.

26 p. Mitigation Measure AQ-12 Slide Valve. The status of this measure is
27 Continuing. For this reporting period, China Shipping is compliant with the measure. This
28 measure applies to vessels with main engines manufactured by MAN-B&W with a keel laid

1 date of 2004 or newer. MAN-B&W is the only engine manufacturer that introduced slide
2 valves since early 2000; however, this technology was not used until 2004 when slide valves
3 became more common on vessels with MAN-B&W engines. As reported by WBCT for the
4 month of May 2024, all vessels with MAN B&W engines had slide valves and are compliant
5 with the measure. Vessel data for June 2024 was not available at the time of this report.

6 q. Mitigation Measure AQ-13 Reroute Cleaner Ships. The status of this
7 measure is Continuing. For this reporting period, China Shipping is compliant with the
8 measure. This measure requires that seventy-five percent of all ships calling to Berths 97-
9 109 meet IMO MARPOL Annex VI NOx emissions limits for Category 3 engines. As
10 reported by WBCT, in May 2024, 100% of vessel calls were made by vessels meeting IMO
11 Tier I emissions limits or IMO Tier II emissions limits for category 3 marine engines.
12 Vessel data for June 2024 was not available at the time of this report.

13 r. Mitigation Measure AQ-14 New Vessel Build. The status of this measure is
14 Continuing. For this reporting period, China Shipping is compliant with the measure. This
15 measure requires China Shipping to confer with the ship designer and engine manufacturer
16 to determine the feasibility of incorporating all emission reduction technology and/or design
17 options when ordering new ships bound for the Port of Los Angeles. As reported by WBCT,
18 COSCO has ordered eight (8) 16,000 TEU new vessel builds which are planned for delivery
19 in the fleet by 2025. All of the new vessels will have methanol as a dual fuel capability to
20 support zero emission goals at the ports of Los Angeles and Long Beach, particularly to
21 meet the requirements of the Shanghai/Los Angeles/Long Beach Green Corridor Program.

22 s. Mitigation Measure AQ-15 Yard Tractors. This measure is from the 2019
23 Supplemental MMRP that was upheld by the Court decision. The status of this measure is
24 Continuing. As reported by WBCT, there are 137 yard tractors in operation at the terminal,
25 80 of which currently meet the low NOx emission standard and 34 LPG units that are model
26 year 2008 or newer. Within one year, an additional 23 low NOx yard tractors will be
27 purchased, bringing the total to 103 which will satisfy the first phase-in requirement to
28 replace the oldest units (model year 2007 or older) within the first year. Within five years,

1 WBCT will purchase an additional 34 low NOx yard tractors bringing the total to 137 which
2 will satisfy the second phase in requirement to replace model year 2011 and older units.

3 t. Mitigation Measure AQ-17 Yard Equipment at Berth 97-109 (Electric Yard
4 Tractor Pilot Project). The status of this measure is Continuing. This measure was modified
5 by the Court decision which upheld the one-year electric yard tractor pilot project. As
6 reported by WBCT, they will comply with the measure by obtaining quotes from preferred
7 vendors that lease battery-electric powered yard tractors with manufacturers. WBCT will
8 review quotes from vendors and enter into purchase order agreements for the selected
9 equipment to begin the one-year electric tractor pilot project.

10 u. Mitigation Measure AQ-17 Cargo Handling Equipment. The status of this
11 measure is Continuing. This measure was added by the 2019 SEIR, which was upheld by
12 the Court decision. As reported by WBCT, there are four 5-ton LPG forklifts operating at
13 the terminal. Two of the four units are model year 2011 or older and are scheduled to be
14 replaced with zero emission units within the next two years as required by the measure. The
15 remaining two LPG forklifts are model year 2016 or newer and are not shown in the
16 replacement schedule for this reporting period as the remaining useful life of these units
17 extends beyond WBCT's 7-year procurement plan. For forklifts up to 18-tons, there are
18 three diesel units operating at the terminal that are model year 2007 or older. Two of these
19 units are planned for replacement within two years and one is planned for replacement
20 within three years, all of which will meet the Tier 4 final diesel standard and timeline as
21 required by the measure. For top picks (also known as top handlers), there are 24 diesel
22 units operating at the terminal. Nineteen of these units are compliant with the measure as
23 they currently meet Tier 4 final diesel standards and are model year 2016 or newer. The
24 remaining five diesel units are model year 2014 or older and are scheduled to be replaced
25 with Tier 4 final diesel standards within the next five years as required by the measure.
26 There are 15 Rubber Tired Gantry (RTG) cranes in operation at the terminal that are diesel-
27 electric hybrid units. All of these units currently in operation are compliant with the
28 measure. WBCT plans to convert four of the newer model year 2022 Paccoc diesel-electric

1 hybrid RTG's to fuel cell to meet the zero emission requirement within seven years as
2 required by the measure. WBCT has been in discussions with the RTG manufacturer
3 Paceco regarding an engine conversion on newer models from diesel-electric hybrid to fuel
4 cell technology that will be the equivalent of an all-electric unit from a zero emissions
5 standard. There are three shuttle buses or personnel vans in operation at the terminal that
6 are gasoline powered. All three shuttle buses will be replaced with zero emission shuttle
7 buses within the next seven years as required by the measure. Lastly, there is one diesel
8 sweeper that is in operation at the terminal. The sweeper will be replaced within six years
9 with the cleanest available technology as required by the measure.

10 v. Mitigation Measure AQ-18 Yard Locomotives at Berth 121-131 Rail Yard.

11 The status of this measure is Completed. This measure applies to Pacific Harbor Line (PHL)
12 which is a short-line railroad that builds the on-dock trains at the Berth 121-131 railyard
13 with the use of switcher locomotives. The Harbor Department tracks this requirement
14 through its annual Air Emissions Inventory (EI). Based on the most recent available EI data
15 for calendar year 2023, all of PHL's switcher locomotives are equipped with diesel
16 particulate filters.

17 w. Mitigation Measure AQ-19 Clean Truck Program. The status of this measure
18 is Completed. The Clean Truck Program standard from 2012 has been superseded by CARB
19 regulation and the Port's Clean Truck Program requirements implemented under Port of
20 Los Angeles Tariff No. 4 Section 20 which requires model year 2014 or newer for drayage
21 trucks. Compliance with the Clean Truck Program is enforced through the Port Tariff.

22 x. Mitigation Measure AQ-21 Truck Idling Reduction Measure. The status of
23 this measure is Continuing. WBCT has reported that they "flex" the main truck gate on a
24 continuous basis to increase truck velocity and reduce wait time. WBCT has an
25 appointment system to control the flow of truck traffic and maximize efficiency. WBCT
26 has also designed the main gate with a singular entrance that feeds into 16 truck lanes to
27 allow trucks to perform their transactions and has two exit lanes to mitigate truck congestion
28 exiting the terminal.

1 y. Lease Measure AQ-22 Period Review of New Technology and Regulations.

2 The status of this measure is Continuing. WBCT has reported they will begin investigating
3 the WBCT will begin investigating the feasibility of various cargo handling equipment
4 technologies to transition to zero emissions as follows:

- 5 • Battery electric yard tractors instead of near zero emission alternative fuel units
6 as required in the 2019 MM AQ-17
- 7 • Battery electric 18 ton forklifts instead of Tier 4 Final diesel units as required in
8 the 2019 MM AQ-17
- 9 • Battery electric top handlers instead of Tier 4 Final diesel units as required in
10 the 2019 MM AQ-17
- 11 • Hydrogen fuel cells for RTG's instead of full electric or Tier 4 Final diesel
12 hybrid units as required in the 2019 MM AQ-17
- 13 • Hydrogen fuel cell street sweeper instead of near zero emission alternative fuel
14 units as required in the 2019 MM AQ-17

15 WBCT will report back on the status and progress of their feasibility review for the next
16 reporting period.

17 z. Lease Measure AQ-24 General Mitigation Measure. This measure has not
18 been started or requested by WBCT.

19 aa. Mitigation Measure AQ-25 LEED. This measure has not been started. This
20 measure requires that if and when the main terminal building is built, it shall obtain the
21 Leadership in Energy and Environmental Design (LEED) gold certification level.

22 bb. Mitigation Measure AQ-23 and AQ-26 Compact Fluorescent Light Bulbs.
23 These two measures contain the same requirements. The status of these measures is
24 Completed. As reported by WBCT, all interior lighting in buildings have been converted
25 to LED lighting which exceeds the requirements of both of these measures.

26 cc. Mitigation Measure AQ-27 Energy Audit. This measure has not been started.
27 It requires China Shipping to conduct a third party energy audit every 5 years and install
28 innovative power saving technologies where feasible to maximize usable electric current

1 and eliminate wasted electricity. WBCT reported they will comply with the measure within
2 the next five years and will select a preferred vendor to conduct the energy audit.

3 dd. Mitigation Measure AQ-28 Solar Panels. This measure has not been started.
4 The measure requires that if and when the main terminal building is built, solar panels shall
5 be installed.

6 ee. Mitigation Measure AQ-29 Recycling. The status of this measure is
7 Completed. This measure is superseded by the City of Los Angeles Zero Waste Program
8 ordinance adopted in 2014. WBCT has reported they use a recycling service provider on
9 regular basis.

10 ff. Mitigation Measure AQ-30 Tree Planting. This measure has not been started.
11 The measure requires that if and when the main terminal building is built, shade trees shall
12 be planted around the building and maintained.

13 ii. Mitigation Measure BIO- Mitigation Credits. The status of this measure is
14 Completed. As-built drawings from Engineering were submitted to Resource Agencies
15 which approved mitigation bank accounting in 2014 as part of the Cabrillo Shallow Water
16 Habitat Phase 3.

17 jj. Mitigation Measure BIO-2 Vessel Speed Reduction Program (VSRP). The
18 status of this measure is Continuing. The status of this measure is the same as MM AQ-10
19 Vessel Speed Reduction Program.

20 kk. Mitigation Measure BIO-3 Noise Reduction During Pile Driving. The status
21 of this measure is Completed. The terminal construction (Phases II and III) was completed
22 in March 2015.

23 ll. Mitigation Measure CR-1 Cultural Resources. The status of this measure is
24 Completed. The terminal construction (Phases II and III) was completed in March 2015.

25 mm. Mitigation Measure GEO-1 Emergency Response Planning. The status of
26 this measure is Continuing. WBCT reported that they have a current terminal contingency
27 and emergency evacuation plan in place as of June 2024 and will update the plan annually.
28

1 nn. Mitigation Measure TRANS-1 Avalon Boulevard and Harry Bridges
2 Boulevard. The status of this measure is Completed. This work was completed in 2012 as
3 part of the Harry Bridges Blvd Voluntary Improvements Project.

4 oo. Mitigation Measure TRANS -2 Alameda Street and Anaheim Street. The
5 status of this measure is Continuing. This measure was modified in the 2019 SEIR and was
6 not challenged in court. In 2020, the Harbor Department transferred \$5 million to the City
7 of Los Angeles Bureau of Engineering (BOE) for widening improvements on Anaheim
8 Street east of the intersection of Alameda Street. BOE is the lead city department and has
9 advertised construction of this project starting in January 2025. Previously, in 2021 the
10 Harbor Department requested that mitigation measure MM TRANS-2 be added to the BOE
11 widening project to include the additional eastbound through lane. In consultation with the
12 LA City Department of Transportation (LADOT), BOE denied this request due to the city’s
13 requirement for the provision of bike lanes as approved in the Mobility Plan 2035 by the
14 City Council in 2016. Therefore, the Harbor Department is implementing the mitigation
15 measure by contributing funding for street widening improvements as deemed feasible by
16 BOE and LADOT and will monitor the construction schedule and progress. The latest BOE
17 construction schedule shows the earliest start date as January 2025.

18 pp. Mitigation Measure TRANS-3 John S. Gibson Boulevard and 1-110 NB
19 Ramps. This measure has been modified by the 2019 SEIR and was not challenged in court.
20 The status of this measure is Continuing. The Harbor Department verified the intersection
21 is operating at Level of Service (LOS) “A” during the AM, Mid, and PM peak hours based
22 on current traffic data from June 2024. This measure is triggered within three years after
23 the intersection LOS is measured as “D” or worse, and the China Shipping terminal is found
24 to contribute to the cumulative impact, with the concurrence of LADOT.

25 qq. Mitigation Measure TRANS-5 Broad Avenue and Harry Bridges Boulevard.
26 The status of this measure is Completed. This work was completed in 2012 as part of the
27 Harry Bridges Blvd Voluntary Improvements Project.
28

1 rr. Mitigation Measures TRANS-7 through TRANS 14. Eight (8)
2 transportation mitigation measures were erroneously included in the 2008 MMRP for an
3 alternative identified as “Project Alternative 7 – Nonshipping Use”. This alternative was
4 studied but not selected or approved by the Los Angeles Board of Harbor Commissioners
5 when it adopted the MMRP in 2008. Therefore, these measures do not apply to the
6 approved project and are subject to a future board action to delete these as erroneous
7 measures.

8 ss. Mitigation Measure GW-1 Site Remediation. The status of this measure is
9 Completed. This work was completed in 2015.

10 tt. Mitigation Measure GW-2 Contamination Contingency Plan. The status of
11 this measure is Completed. This work was completed in 2015.

12 uu. Mitigation Measure NOI-1: Construction Limitations. The status of this
13 measure is Completed. This work was completed in 2015.

14 vv. Mitigation Measure NOI-2 Noise Walls. The status of this measure is
15 Continuing. A noise study was completed in December 2021, which concluded that because
16 of the dominance of off-site traffic noise unrelated to the China Shipping terminal, noise
17 barriers or walls would not be effective and feasible. Residential sound insulation will be
18 offered to affected properties. The Harbor Department will report back on the status and
19 progress of this effort for the next reporting period.

20 ww. Mitigation Measure PS-1 Recycling Construction. The status of this measure
21 is Completed. This work was completed in 2015.

22 xx. Mitigation Measure PS-2 Materials with Recycled Content. The status of
23 this measure is Completed. This work was completed in 2015.

24 yy. Mitigation Measure PS-3 Long Term Solid Waste Management. The status
25 of this measure is Continuing. This measure has been superseded by the City of Los
26 Angeles Zero Waste ordinance adopted in 2014. WBCT has reported they use a waste
27 hauling service provider on a regular basis to comply with local and state mandates for solid
28 waste disposal.

1 zz. Lease Measure AQ-1 Cleanest Available Cargo for Handling Equipment.

2 This measure is Continuing. WBCT has reported they will comply with the measure and
3 has submitted an initial procurement plan for the next seven (7) years to comply with
4 measures requiring replacement of cargo handling equipment. WBCT will update the plan
5 to show a 10-year procurement schedule as part of the next reporting period.

6 aaa. Lease Measure AQ-2 Priority Access for Drayage. The status of this measure
7 is Completed. As reported by WBCT, priority access for drayage was completed as of May
8 6, 2024 by installing signage at one of its inbound gate lanes indicating preferred access to
9 the terminal for zero and near zero emissions trucks and has posted information on the
10 WBCT website so that truckers are aware of the priority access.

11 bbb. Lease Measure AQ-3 Demonstration of Zero-Emissions Equipment. See
12 MM AQ-17, Pilot Program, above.

13 ccc. Mitigation Measure GHG-1 LED Lighting. The status of this measure is
14 Completed. China Shipping installed LED lighting in the terminal buildings and on the
15 outdoor high mast lighting on the premises in 2021.

16 ddd. Lease Measure GHG-1 GHG Credit Fund. The status of this measure is
17 Continuing. WBCT has reported they will comply with the measure and submit the first
18 payment to the Harbor Department once the Greenhouse Gas Fund account is setup within
19 ninety (90) days.

20
21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on this 23 day of July, 2024 at San Pedro, California.

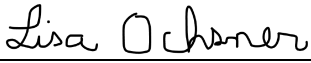
24 
25 _____
26 Lisa Ochsner, Declarant
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EXHIBIT A

Status of China Shipping Mitigation Measures and Lease Measures - July 23, 2024

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
1	2008 MMRP	MM AES-1: Landscaping	<p>1. Reconfigure fence line bordering Front Street to create a 5-foot-wide planting strip alongside the edge of the street that will be planted with low shrubs and some trees. Plant species used for the relandscaping must be selected for their attractiveness, their relationship to existing planting themes in the surrounding area, and their environmental values. The plants installed must be of an adequate size to create an attractive planting composition within 5 years.</p> <p>2. Implement the recommendations of the Northwest Harbor Beautification Plan as applicable. The recommendations include landscaping two gateways to the Port: the area adjacent to the Channel Street on- and off-ramps from I-110 and SR-47; and the Harbor Boulevard on- and off-ramps from SR-47. Planting shall be designed to promote erosion control along all hillsides.</p>	LAHD	CONTINUING	<p>Notice of completion for Front Street Beautification Project, design drawings, and photos</p> <p>Notice of completion letters for Pacific Avenue Beautification Project and North Gaffey Street Beautification Phase 1.</p> <p>Pre-bid meeting notice for North Gaffey Street Beautification Phase 2.</p> <p>State Route 47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange Reconfiguration contract award.</p>
2	2008 MMRP	MM AES-2: Crane Color	<p>Specify a gray color for the cranes that to make them visually distinct from the Vincent Thomas Bridge, reduce their contrast with the sky backdrop, and reduce their visual prominence and apparent mass. An appropriate shade of gray should be specified as the color for repainting the four cranes now at the site and as the factory-applied color for the six additional cranes proposed for installation.</p>	Tenant and LAHD	COMPLETED	<p>2010 email communication from L. Desantis to WBCT approving crane color paint sample submitted by the Tenant.</p> <p>Crane color paint sample and photos confirm color of existing cranes.</p>

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3	2008 MMRP	MM AES-3: Beautification Plans	<p>To offset the reduction in the quality of views from the upper portions of the Channel Street corridor, implement beautification plan improvements along the portion of John S. Gibson Boulevard and Pacific Avenue at the intersection of Channel Street. These improvements, which will include landscaping and creation of view areas of the Port, walkways, and bike paths, should be designed with the objectives of upgrading the visual quality of the eastern end of the Pacific Avenue corridor and creating an attractive gateway to the Port that links with the system of amenities the Port is developing along the western edge of Port lands. One of the key improvements proposed is removal of a large billboard and deteriorated building on the east side of Pacific Avenue adjacent to the China Shipping site and close to the intersection with Channel Street. Removal of the billboard and building will improve the visual quality of this area and will provide space for installation of landscaping and visitor amenities.</p> <p>Additionally, the utility poles along this segment will be removed and all utility lines will be placed underground if feasible. Placement of utility lines underground will be subject to cost feasibility. If costs exceed \$1,000 per linear foot, the Port will reassess placement of utility lines underground and propose alternative measures, such as additional landscaping and/or reduced numbers of underground utility placements. The Port also will begin negotiations to remove and possibly relocate a truck resale facility on the northeast corner of the Pacific Avenue and Front Street intersection. When removed, the vacated area would be landscaped with vegetation consistent with the Pacific Avenue Corridor Improvements.</p>	LAHD	CONTINUING	<p>See MM AES-1 for verification documents supporting beautification projects.</p> <p>Notices of termination for billboard and sign license agreement. Title search for property located at 1002 N. Pacific Avenue.</p> <p>Harbor Department Engineering memorandum on undergrounding of utilities and substitute landscaping dated October 13, 2013.</p>
4	2008 MMRP	MM AES-4: Plaza Park	<p>Implement plans to improve the role of Plaza Park as a place to enjoy views of the Port and of the Vincent Thomas Bridge. Design components should include a system of safe, attractive, pedestrian paths and stairways. This system should include signs, arrows, and other design elements that direct visitors up to the park to take advantage of the opportunities that it provides to view the Port. Improvements in the park itself should include new walkways and railings; a Harbor overview seating area; a Port and bridge overlook area with interpretive signage and improved view corridors; a visitor center; and upgraded landscaping, lighting, and other improvements to make the park a safe and attractive place from which Port and bridge views could be appreciated.</p>	LAHD	COMPLETED	<p>Plaza Park signage and landscape photos. Copy of MOU with LA City Rec and Parks for Plaza Park.</p> <p>Notice of completion for the Sampson Way Realignment Project dated March 20, 2019 and Statement of Completion dated October 11, 2018.</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
5	2008 MMRP	MM AQ-1: Harbor Craft Used during Construction	<p>Phase I: All diesel-powered derrick barges used for pile driving shall use emulsified diesel fuel.</p> <p><u>Phases II and III</u>: All harbor craft used during the construction phase of the project shall be, at a minimum, repowered to meet the cleanest existing marine engine emission standards or USEPA Tier 2. Additionally, where available, harbor craft shall meet the proposed USEPA Tier 3 (which are proposed to be phased-in beginning 2009) or cleaner marine engine emission standards.</p> <p>The above harbor craft measure shall be met unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists:</p> <ul style="list-style-type: none"> -A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement. -A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application is not yet approved, or the application has been approved, but funds are not yet available. -A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease. 	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
6	2008 MMRP	MM AQ-2: Cargo Ships	Phases II and III: All cargo ships used for terminal crane deliveries shall comply with the expanded VSRP of 12 knots from 40 nm from Point Fermin to the Precautionary Area.	Tenant	COMPLETED	2011 and 2015 vessel speed data reports

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
7	2008 MMRP	MM AQ-3: Fleet Modernization for On-Road Trucks	<p>Phases II and III:</p> <ol style="list-style-type: none"> 1. Trucks hauling materials such as debris or fill shall be fully covered while operating off Port property. 2. Idling shall be restricted to a maximum of 5 minutes when not in use. 3. USEPA Standards: <p>All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used onsite or to transport materials to and from the site shall comply with EPA 2004 on-road PM emission standards and be the cleanest available NOX (0.10 grams per brake horsepower-hour [g/bhp-hr] PM10 and 2.0 g/bhp-hr NO X). In addition, all on-road trucks shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions-control device used by the contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar-sized engine as defined by CARB regulations.</p> <p>A copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.</p> <p>The above USEPA Standards measures shall be met, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists:</p> <ul style="list-style-type: none"> -A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement. -A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application is not yet approved, or the application has been approved, but funds are not yet available. -A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease. 	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
8	2008 MMRP	MM AQ-4: Fleet Modernization for Construction Equipment	<p>Phases II and III:</p> <ol style="list-style-type: none"> 1. Construction equipment shall incorporate, where feasible, emissions-savings technology such as hybrid drives and specific fuel economy standards. 2. Idling shall be restricted to a maximum of 5 minutes when not in use. 3. Tier Specifications: <ol style="list-style-type: none"> a. January 1, 2009, to December 31, 2011: All off-road diesel-powered construction equipment greater than 50 hp, except derrick barges and marine vessels, shall meet Tier 2 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions-control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similar-sized engine as defined by CARB regulations. b. Post January 1, 2012: All off-road diesel-powered construction equipment greater than 50 hp, except derrick barges and marine vessels, shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions-control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 2 or Level 3 diesel emissions-control strategy for a similar-sized engine as defined by CARB regulations. <p>A copy of each unit's certified Tier specification, BACT documentation and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.</p> <p>The above "Tier Specifications" measures shall be met, unless one of the following circumstances exist, and the contractor is able to provide proof that any of these circumstances exists:</p> <ul style="list-style-type: none"> -A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement. -A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application is not yet approved, or the application has been approved, but funds are not yet available. -A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease. 	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
9	2008 MMRP	MM AQ-5: Best Management Practices	<p>Phases II and III: The following types of measures are required on construction equipment (including on-road trucks):</p> <ol style="list-style-type: none"> 1. Use of diesel oxidation catalysts and catalyzed diesel particulate traps 2. Maintain equipment according to manufacturers' specifications 3. Restrict idling of construction equipment and on-road heavy-duty trucks to a maximum of 5 minutes when not in use 4. Install high-pressure fuel injectors on construction equipment vehicles 5. Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors 6. Improve traffic flow by signal synchronization 7. Enforce truck parking restrictions 8. Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines, etc. 9. Re-route construction trucks away from congested streets or sensitive receptor areas 10. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site 11. Use electric power in favor of diesel power where available. <p>LAHD shall implement a process by which to select additional BMPs to further reduce air emissions during construction. The LAHD shall determine the BMPs once the contractor identifies and secures a final equipment list.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
10	2008 MMRP	MM AQ-6: Additional Fugitive Dust Controls	<p>The calculation of fugitive dust (PM10) from Project earth-moving activities assumes a 75 percent reduction from uncontrolled levels to simulate rigorous watering of the site and use of other measures (listed below) to ensure Project compliance with SCAQMD Rule 403.</p> <p>The construction contractor shall further reduce fugitive dust emissions to 90 percent from uncontrolled levels. The construction contractor shall designate personnel to monitor the dust control program and to order increased watering, as necessary, to ensure a 90 percent control level. Their duties shall include holiday and weekend periods when work may not be in progress.</p> <p>The following measures, at minimum, must be part of the contractor Rule 403 dust control plan:</p> <ul style="list-style-type: none"> • Active grading sites shall be watered one additional time per day beyond that required by Rule 403. • Contractors shall apply approved non-toxic chemical soil stabilizers according to manufacturer's specifications to all inactive construction areas or replace groundcover in disturbed areas (previously graded areas) inactive for ten days or more. • Construction contractors shall provide temporary wind fencing around sites being graded or cleared. • Trucks hauling dirt, sand, or gravel shall be covered in accordance with Section 23114 of the California Vehicle Code. • Construction contractors shall install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off tires of vehicles and any equipment leaving the construction site • The grading contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site; disturbed areas shall be stabilized if construction is delayed. • Pave road and road shoulders. • Require the use of clean-fueled sweepers pursuant to SCAQMD Rule 1186 and Rule 1186.1 certified street sweepers. Sweep streets at the end of each day if visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions. • Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. • Traffic speeds on all unpaved roads shall be reduced to 15 mph or less. • Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. • Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable. 	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
11	2008 MMRP	MM AQ-7: General Mitigation Measure	For any of the above mitigation measures (MM AQ-1 through AQ-6), if a CARB-certified technology becomes available and is shown to be as good as or better in terms of emissions performance than the existing measure, the technology could replace the existing measure pending approval by the Port.	LAHD	COMPLETED	Notices of completion for Specification #'s 2696, 2736, and 2626. Construction contractor Environmental Compliance Plans
12	2008 MMRP	MM AQ-8: Special Precautions near Sensitive Sites	All construction activities located within 1,000 feet of sensitive receptors (defined as schools, playgrounds, daycares, and hospitals) shall notify each of these sites in writing at least 30 days before construction activities begin.	LAHD	NOT APPLICABLE	Not applicable
13	2008 MMRP	MM AQ-9: Alternative Maritime Power (AMP)	China Shipping ships calling at Berths 97-109 must use AMP at the following percentages while hoteling in the Port: <ul style="list-style-type: none"> • January 1 to June 30, 2005: 60 percent of total ship calls (ASJ Requirement) • July 1, 2005: 70 percent of total ship calls (ASJ Requirement) • January 1, 2010: 90 percent of ship calls • January 1, 2011, and thereafter: 100 percent of ship calls <p>Additionally, by 2010, all ships retrofitted for AMP shall be required to use AMP while hoteling at a 100 percent compliance rate, with the exception of circumstances when an AMP-capable berth is unavailable due to utilization by another AMP-capable ship.</p>	Tenant	CONTINUING	WBCT generated Terminal Operator Visit Report submitted to CARB

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
14	2008 MMRP	MM AQ-10: Vessel Speed Reduction Program	All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: <ul style="list-style-type: none"> • 2009 and thereafter: 100 percent 	Tenant	CONTINUING	POLA generated VSRP report for May 2024
15	2008 MMRP	MM AQ-11: Low-Sulfur Fuel	All ships (100 percent) calling at Berth 97-109 shall use low-sulfur fuel (maximum sulfur content of 0.2 percent) in auxiliary engines, main engines, and boilers within 40 nm of Point Fermin (including hoteling for non-AMP ships) beginning on Day 1 of operation. Ships with mono-tank systems or having technical issues prohibiting use of low-sulfur fuel would be exempt from this requirement. The tenant shall notify the Port of such vessels prior to arrival and shall make every effort to retrofit such ships within 1 year. The following annual participation rates were assumed in the air quality: <ul style="list-style-type: none"> • 2009 and thereafter: 30 percent of auxiliary engines, main engines, and boilers • 2010: 50 percent of auxiliary engines, main engines, and boilers • 2013 and thereafter: 100 percent of auxiliary engines, main engines, and boilers 	Tenant	COMPLETED	Not applicable
16	2008 MMRP	MM AQ-12: Slide Valve	Ships calling at Berths 97-109 shall be equipped with slide valves or equivalent on main engines in the following percentages: <ul style="list-style-type: none"> • 2009: 25 percent • 2010: 50 percent • 2012: 75 percent • 2014 and thereafter: 100 percent 	Tenant	CONTINUING	POLA generated vessel activity data report for May 2024

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
17	2008 MMRP	MM AQ-13: Reroute Cleaner Ships	When scheduling vessels for service to the Port of Los Angeles, Tenant shall ensure that 75 percent of all ship calls to the Berth 97-109 Terminal meet IMO MARPOL Annex VI NOX emissions limits for Category 3 engines.	Tenant	CONTINUING	POLA generated vessel activity data report for May 2024
18	2008 MMRP	MM AQ-14: New Vessel Build	<p>The purchaser shall confer with the ship designer and engine manufacture to determine the feasibility of incorporating all emission reduction technology and/or design options and when ordering new ships bound for the Port of Los Angeles. Such technology shall be designed to reduce criteria pollutant emissions (NOX, SOX and PM) and GHG emission (CO, CH4, O3, and CFCs). Design considerations and technology shall include, but are not limited to:</p> <ol style="list-style-type: none"> 1 Selective Catalytic Reduction Technology 2 Exhaust Gas Recirculation 3 In-line fuel emulsification technology 4 Diesel Particulate Filters (DPFs) or exhaust scrubbers 5 Common Rail 6 Low NOX Burners for Boilers 7 Implement fuel economy standards by vessel class and engine 8 Diesel-electric pod propulsion systems 	Tenant	CONTINUING	WBCT data on file

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
19	2019 Supplemental MMRP	MM AQ-15. Yard Tractors	<p>1) No later than one year after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2007 or older shall be replaced with alternative-fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road emission rates for other criteria pollutants.</p> <p>2) No later than five years after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2011 or older shall be replaced with alternative fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road engine emission rates for other criteria pollutants.</p>	Tenant	CONTINUING	WBCT equipment inventory and purchasing plan
20	2008 MMRP	MM AQ-17: Yard Equipment at Berth 97-109 Terminal (Electric Yard Tractor Pilot Project)	In addition to the above requirements, tenant at Berth 97-109 shall participate in a 1-year electric yard tractor [truck] pilot project. As part of the pilot project, two electric tractors will be deployed at the terminal within 1 year of lease approval. If the pilot project is successful in terms of operation, costs and availability, the tenant shall replace half of the Berth 97-109 yard tractors with electric tractors within 5 years of the feasibility determination.	Tenant	CONTINUING	WBCT compliance form on file

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
21	2019 Supplemental MMRP	MM AQ-17. Cargo Handling Equipment	<p>All yard equipment at the terminal, except for yard tractors, shall implement the following requirements:</p> <p><u>Forklifts</u></p> <ul style="list-style-type: none"> • By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2004 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2005 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 5-ton forklifts of model years 2011 or older shall be replaced with zero-emission units. • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. 	Tenant	CONTINUING	WBCT equipment inventory and purchasing plan

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
21	(Continuation) 2019 Supplemental MMRP	(Continuation) MM AQ-17. Cargo Handling Equipment	<p><u>Toppicks</u></p> <ul style="list-style-type: none"> • By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2006 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2014 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. <p><u>Rubber-Tired Gantry (RTG) Cranes</u></p> <ul style="list-style-type: none"> • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2003 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2004 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By seven years after the effective date of a new lease amendment between the Tenant and the LAHD, four RTG cranes of model years 2005 and older shall be replaced with all-electric units, and one diesel RTG crane of model year 2005 shall be replaced with a diesel-electric hybrid unit with a diesel engine that meets or is lower than Tier 4 final off-road engine emission rates for PM and NOx. 	Tenant	CONTINUING	WBCT equipment inventory and purchasing plan
21	(Continuation) 2019 Supplemental MMRP	(Continuation) MM AQ-17. Cargo Handling Equipment	<p><u>Sweepers</u></p> <ul style="list-style-type: none"> • Sweeper(s) shall be alternative fuel or the cleanest available by six years after the effective date of a new lease amendment between the Tenant and the LAHD. <p><u>Shuttle Buses</u></p> <ul style="list-style-type: none"> • Gasoline shuttle buses shall be zero-emission units by seven years after the effective date of a new lease amendment between the Tenant and the LAHD. 	Tenant	CONTINUING	WBCT equipment inventory and purchasing plan

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
22	2008 MMRP	MM AQ-18: Yard Locomotives at Berth 121-131 Rail Yard	Beginning January 1, 2015, all yard locomotives at the Berth 121-131 Rail Yard that handle containers moving through the Berth 97-109 terminal shall be equipped with a diesel particulate filter (DPF).	LAHD through Pacific Harbor Line (PHL)	COMPLETED	2023 Emissions Inventory data for PHL locomotives
23	2008 MMRP	MM AQ-19: Clean Truck Program	The tenant shall comply with the Port's Clean Truck Program. Based on participation in the Clean Truck Program, Heavy-duty diesel trucks entering the Berth 97-109 terminal shall meet the USEPA 2007 emission standards for on-road heavy-duty diesel engines (USEPA, 2001) in the following percentages: <ul style="list-style-type: none"> • 2009: 50 percent USEPA 2007 • 2010: 70 percent USEPA 2007 • 2011: 90 percent USEPA 2007 • 2012: 100 percent USEPA 2007 	Tenant	COMPLETED	Port Tariff No. 4 Section 20
24	2008 MMRP	MM AQ-21: Truck Idling Reduction Measure	Within 6 months of the effective date and thereafter for the remaining term of the Berth 97-109 Permit and any holdover, the Berth 97-109 terminal operator shall ensure that truck idling is reduced to less than 30 minutes in total or 10 minutes at any given time while on the Berth 97-109 terminal through measures that include, but are not limited to, the following: (1) operator shall maximize the durations when the main gates are left open, including during off-peak hours (6 pm to 7 am), (2) operator shall implement a container tracking and appointment-based truck delivery and pick-up system to minimize truck queuing (trucks lining up to enter and exit the terminal's gate), and (3) operator shall design the main entrance and exit gates to exceed the average hourly volume of trucks that enter and exit the gates (truck flow capacity) to ensure queuing is minimized.	Tenant	CONTINUING	WBCT compliance form on file

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
25	2008 MMRP	Lease Measure AQ-22: Periodic Review of New Technology and Regulations	<p>The Port shall require the Berth 97-109 tenant to review, in terms of feasibility, any Port-identified or other new emissions-reduction technology, and report to the Port. Such technology feasibility reviews shall take place at the time of the Port's consideration of any lease amendment or facility modification for the Berth 97-109 property. If the technology is determined by the Port to be feasible in terms of cost, technical and operational feasibility, the tenant shall work with the Port to implement such technology.</p> <p>Potential technologies that may further reduce emission and/or result in cost-savings benefits for the tenant may be identified through future work on the CAAP. Over the course of the lease, the tenant and the Port shall work together to identify potential new technology. Such technology shall be studied for feasibility, in terms of cost, technical and operational feasibility.</p> <p>As partial consideration for the Port agreement to issue the permit to the tenant, the tenant shall implement not less frequently than once every 7 years following the effective date of the permit, new air quality technological advancements, subject to mutual agreement on operational feasibility and cost sharing, which shall not be unreasonably withheld.</p>	Tenant	CONTINUING	WBCT compliance form on file
26	2008 MMRP	Lease Measure AQ-24: General Mitigation Measure	For any of the above mitigation measures (MM AQ-9 through AQ-21), if any kind of technology becomes available and is shown to be as good or as better in terms of emissions reduction performance than the existing measure, the technology could replace the existing measure pending approval by the Port of Los Angeles. The technology's emissions reductions must be verifiable through USEPA, CARB, or other reputable certification and/or demonstration studies to the Port's satisfaction.	Tenant	NOT YET STARTED	Not applicable
27	2008 MMRP	MM AQ-25: LEED	The main terminal building shall obtain the Leadership in Energy and Environmental Design (LEED) gold certification level.	LAHD	NOT YET STARTED	Not applicable

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
28	2008 MMRP	MM AQ-23 and MM AQ-26: Compact Fluorescent Light Bulbs	<p>MM AQ-23: All interior buildings on the premises shall exclusively use compact fluorescent light bulbs for ambient lighting within all terminal buildings. The tenant shall also maintain and replace any Port-supplied compact fluorescent light bulbs.</p> <p>MM AQ-26: All interior terminal building lighting shall use compact fluorescent light bulbs. Fluorescent light bulbs produce less waste heat and use substantially less electricity than incandescent light bulbs. Initial bulbs will be supplied by the LAHD. China Shipping shall be responsible for replacing such bulbs in kind.</p>	Tenant and LAHD	COMPLETED	WBCT letter of completion from LADWP on LED lighting conversion
29	2008 MMRP	MM AQ-27: Energy Audit	The tenant shall conduct a third party energy audit every 5 years and install innovative power saving technology where feasible, such as power factor correction systems and lighting power regulators. Such systems help to maximize usable electric current and eliminate wasted electricity, thereby lowering overall electricity use.	Tenant	NOT YET STARTED	WBCT compliance form on file
30	2008 MMRP	MM AQ-28: Solar Panels	The applicant shall install solar panels on the main terminal building.	LAHD	NOT YET STARTED	Not applicable
31	2008 MMRP	MM AQ-29: Recycling	The tenant shall ensure a minimum of 40 percent of all waste generated in all terminal buildings is recycled by 2012 and 60 percent of all waste generated in all terminal buildings is recycled by 2015. Recycled materials shall include: (a) white and colored paper; (b) post-it notes; (c) magazines; (d) newspaper; (e) file folders; (f) all envelopes including those with plastic windows; (g) all cardboard boxes and cartons; (h) all metal and aluminum cans; (i) glass bottles and jars; and; (j) all plastic bottles.	Tenant	COMPLETED	WBCT compliance form on file
32	2008 MMRP	MM AQ-30: Tree Planting	The applicant shall plant shade trees around the administration building. All shade trees shall be maintained over the life of the project.	LAHD	NOT YET STARTED	Not applicable

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
33	2008 MMRP	MM BIO-1: Mitigation Credits	Compensate for loss of marine habitat (EFH) and loss of benthic communities in the West Basin through use of existing mitigation bank credits.	LAHD	COMPLETED	POLA letter to Resource Agencies dated February 26, 2014
34	2008 MMRP	MM BIO-2: Vessel Speed Reduction Program	All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: 100 percent starting in 2009.	Tenant	CONTINUING	
35	2008 MMRP	MM BIO-3: Noise Reduction During Pile Driving	<p>The contractor shall be required to use sound abatement techniques to reduce both noise and vibrations from pile driving activities. Sound abatement techniques shall include, but are not limited to, vibration or hydraulic insertion techniques, drilled or augured holes for cast-in-place piles, bubble curtain technology, and sound aprons where feasible. At the initiation of each pile driving event, and after breaks of more than 15 minutes the pile driving shall also employ a "soft-start" in which the hammer is operated at less than full capacity (i.e., approximately 40–60% energy levels) with no less than a 1-minute interval between each strike for a 5-minute period.</p> <p>In addition, a qualified biologist hired by the Port shall be required to monitor the area in the vicinity of pile driving activities for any fish kills during pile driving. If there are any reported fish kills, pile driving shall be halted and the USACE and NMFS shall be notified via the Port's Environmental Management Division. The biological monitor shall also note (surface scan only) whether marine mammals are present within 100 meters of the pile driving, and if any are observed, temporarily halt pile driving until the observed mammals move beyond this distance.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
36	2008 MMRP	CR-1: Cultural Resources	<p>In the unlikely event that any artifact, or an unusual amount of bone, shell, or non-native stone is encountered during construction, work shall be immediately stopped and relocated to another area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the Port to evaluate the find (see 36 CFR 800.11.1 and pertinent CEQA regulations). Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; historical trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with SHPO Section 106 and CEQA Guidelines. All construction equipment operators shall attend a preconstruction meeting presented by a professional archaeologist retained by the Port that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.</p> <p>Prior to beginning construction, the Port shall meet with applicable Native American Groups, including the Gabrielino/Tongva Tribal Council to identify areas of concern. A trained archaeologist shall monitor construction at identified areas. In addition to monitoring, a treatment plan shall be developed in conjunction with the Native American Groups to establish the proper way of extracting and handling all artifacts in the event of an archaeological discovery.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>
37	2008 MMRP	MM GEO-1: Emergency Response Planning	<p>The terminal operator shall work with Port engineers and Port police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures shall include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.</p>	Tenant	CONTINUING	WBCT plan dated June 12, 2024

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
38	2008 MMRP	MM TRANS-1: Avalon Boulevard and Harry Bridges Boulevard	Provide an additional eastbound and westbound left-turn lane on Harry Bridges Boulevard. This measure shall be implemented by 2015.	LAHD	COMPLETED	Notice of completion for Harry Bridges Blvd Project
37	2019 Supplemental MMRP	MM TRANS-2. Alameda and Anaheim Streets	Provide an additional eastbound through-lane on Anaheim Street. This mitigation measure shall be implemented at the same time as the City's planned improvement project at this location, subject to LADOT approval and in coordination with the Bureau of Engineering's construction schedule.	LAHD	CONTINUING	LA City BOE construction schedules LAHD Board Report for funding allocation
38	2019 Supplemental MMRP	MM TRANS-3: John S. Gibson Boulevard and I-110 N/B Ramps	Provide an additional westbound right-turn lane with westbound right-turn overlap phasing and an additional southbound left-turn lane. LAHD shall monitor the intersection LOS annually beginning in 2019 and LAHD shall implement the mitigation within three years after the intersection LOS is measured as D or worse, and the China Shipping terminal is found to contribute to the cumulative impact, with the concurrence of LADOT.	LAHD	CONTINUING	Level of Service worksheet dated June 17, 2024
39	2008 MMRP	MM TRANS-5: Broad Avenue and Harry Bridges Boulevard	Provide an additional eastbound and westbound left-turn lane on Harry Bridges Boulevard. This measure shall be implemented by 2015.	LAHD	COMPLETED	Notice of completion for Harry Bridges Blvd Project

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
40	2008 MMRP	MM TRANS-7 through TRANS-14	Various transportation improvements. See 2008 MMRP for a description of each measure.	LAHD	NOT APPLICABLE	Not applicable

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
41	2008 MMRP	MM GW-1: Site Remediation	<p>Unless otherwise authorized by the lead regulatory agency for any given site, LAHD shall remediate all encountered contaminated soils or contamination within the excavation zones on the Project site boundaries prior to or during subsurface construction activities. Remediation shall occur in compliance with local, state, and federal regulations, as described in Section 3.7.3, and as directed by the Los Angeles Fire Department, DTSC, and/or RWQCB.</p> <p>Soil remediation shall be completed such that contamination levels in subsurface excavations are below health screening levels established by OEHHA and/or applicable action levels established by the lead regulatory agency with jurisdiction over the site. Only clean soil would be used as backfill. Soil contamination waivers may be acceptable as a result of encapsulation (i.e., paving) in backland areas and/or risk-based soil assessments but would be subject to the discretion of the lead regulatory agency. Excavated contaminated soil shall not be placed in another location onsite; it must be properly disposed of offsite. All imported soil to be used as backfill in excavated areas should be sampled to ensure that the soil is free of contamination.</p> <p>Existing groundwater contamination throughout the proposed Project boundary shall continue to be monitored and remediated as encountered, simultaneous and/or subsequent to site development, and/or in accordance with direction provided by the RWQCB.</p> <p>Unless otherwise authorized by the lead regulatory agency for any given site, areas of excavation with soil contamination that shall be remediated prior to, or in conjunction with, Project construction.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
42	2008 Final EIR	MM GW-2: Contamination Contingency Plan	<p>The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:</p> <p>a) All trench excavation and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the contractor shall notify the Los Angeles Harbor Department Chief Harbor Engineer, Director of Environmental Management, and Risk Management Industrial Hygienist. The Port shall confirm the presence of the suspect material and direct the contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Chief Harbor Engineer. b) A photoionization detector (or other similar devices) shall be present during grading and excavation of suspected chemically impacted soil. c) Excavation of VOC-contaminated soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit. d) The remedial options selected shall be dependent upon a number of criteria (including, but not limited to, types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost, etc.) and shall be determined on a site-specific basis. Both offsite and onsite remedial options shall be evaluated. e) The extent of removal actions shall be determined on a site-specific basis. At a minimum, the chemically impacted areas within the boundaries of the excavation area shall be remediated to the satisfaction of the lead regulatory agency for the site. The Port Project Manager overseeing removal actions shall inform the contractor when the removal action is complete. f) Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Chief Harbor Engineer within 30 days of Project completion. g) In the event that contaminated soil is encountered, all onsite personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with OSHA regulations for hazardous waste operations. These regulations are based on CFR 1910.120 (e) and 8 CCR 5192, which states that "general site workers" shall receive a minimum of 40 hours of classroom training and a minimum of three days of field training. This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the workplace. h) In cases where potential chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.</p> <p>i) All excavations shall be filled with structurally suitable fill material that is free from contamination.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
43	2008 MMRP	MM NOI-1: Construction Limitations	<p>a) Construction Hours. Limit construction hours.</p> <p>b) Construction Days. Do not conduct noise-generating construction activities on weekends or holidays unless critical</p> <p>c) Temporary Noise Barriers. Should be located between noise-generating construction activities and sensitive receivers.</p> <p>d) Properly muffle and maintain all construction equipment powered by internal combustion engines.</p> <p>e) Idling Prohibitions. Prohibit unnecessary idling of internal combustion engines near noise-sensitive areas.</p> <p>f) Equipment Location. Locate all stationary noise-generating</p> <p>g) Quiet Equipment Selection. Select quiet construction equipment whenever possible. Comply with City of Los Angeles Noise Ordinance.</p> <p>h) Notification. Notify residents adjacent to the proposed Project site of the construction schedule in writing.</p> <p>i) IHC Hydrohammer. The contractor shall use an IHC Hydrohammer pile driver or equivalent when constructing the berths.</p> <p>j) Reporting. The Port shall clearly post the telephone number where complaints regarding construction-related disturbance can be reported.</p>	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>
44	2008 MMRP	MM NOI-2: Noise Walls	Mitigation measures to reduce operational impacts would include installation of noise walls at the project site or residential property lines, if feasible, and/or soundproofing of impacted noise-sensitive structures.	LAHD	CONTINUING	Noise study dated December 2021

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
45	2008 MMRP	MM PS-1: Recycling Construction	Demolition and/or excess construction materials shall be separated onsite for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided onsite.	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>
46	2008 MMRP	MM PS-2: Materials with Recycled Content	Materials with recycled content shall be used in Project construction. Chippers onsite during construction shall be used to further reduce excess wood for landscaping cover.	LAHD	COMPLETED	<p>Notices of completion for Specification #'s 2696, 2736, and 2626.</p> <p>Construction contractor Environmental Compliance Plans</p>

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
47	2008 MMRP	MM PS-3: Long Term Solid Waste Management	To ensure adequate long-term solid waste management, the proposed Project will be required to comply with policies and standards set forth in the City's Solid Waste Integrated Resources Plan (SWIRP) following 2025.	Tenant	CONTINUING	WBCT monthly invoice from waste haulers

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
48	2019 Supplemental MMRP	LM AQ-1. Cleanest Available Cargo Handling Equipment.	<p>Subject to zero and near-zero emissions feasibility assessments that shall be carried out by LAHD, with input from Tenant as part of the CAAP process, Tenant shall replace cargo handling equipment with the cleanest available equipment anytime new or replacement equipment is purchased, with a first preference for zero-emission equipment, a second preference for near-zero equipment, and then for the cleanest available if zero or near-zero equipment is not feasible, provided that LAHD shall conduct engineering assessments to confirm that such equipment is capable of installation at the terminal.</p> <p>Starting one year after the effective date of a new lease amendment between the Tenant and the LAHD, tenant shall submit to the Port an equipment inventory and 10-year procurement plan for new cargo-handling equipment, and infrastructure, and will update the procurement plan annually in order to assist with planning for transition of equipment to zero emissions in accordance with the foregoing paragraph.</p> <p>LAHD will include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking.</p>	Tenant	CONTINUING	WBCT equipment inventory and purchasing plan
47	2019 Supplemental MMRP	LM AQ-2. Priority Access for Drayage	A priority access system shall be implemented at the terminal to provide preferential access to zero- and near-zero-emission trucks.	Tenant	COMPLETED	WBCT compliance form on file

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
48	2019 Supplemental MMRP	LM AQ-3. Demonstration of Zero-Emissions Equipment	Tenant shall conduct a one-year zero emission demonstration project with at least 10 units of zero-emission cargo handling equipment. Upon completion, tenant shall submit a report to LAHD that evaluates the feasibility of permanent use of the tested equipment. Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2020 and 2025 to evaluate the status of zero- emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.	Tenant	CONTINUING	WBCT compliance form on file Monthly progress report for WAVE dated March 2023
49	2019 Supplemental MMRP	MM GHG-1. LED Lighting	All lighting within the interior of buildings on the premises and outdoor high mast terminal lighting will be replaced with LED lighting or a technology with similar energy-saving capabilities within two years after the effective date of the new lease amendment between the Tenant and the LAHD or by no later than 2023.	Tenant	COMPLETED	WBCT letter of completion from LADWP on LED lighting conversion

#	Source	Measure ID	Measure Requirement	Responsible Party	Compliance Status	Verification Documents
50	2019 Supplemental MMRP	LM GHG-1. GHG Credit Fund	<p>LAHD shall establish a Greenhouse Gas Fund, which LAHD shall have the option to accomplish through a Memorandum of Understanding (MOU) with the California Air Resources Board (CARB) or another appropriate entity. The fund shall be used for GHG-reducing projects and programs approved by the Port of Los Angeles, or through the purchase of emission reduction credits from a CARB approved offset registry. It shall be the responsibility of the Tenant to make contributions to the fund in the amount of \$250,000 per year, for a total of eight years, for the funding of GHG reducing projects or the purchase of GHG emission reduction credits, commencing after the date that the SEIR is conclusively determined to be valid, either by operation of Public Resources Code Section 21167.2 or by final judgment or final adjudication (“Conclusive Determination of Validity Date”), as described below. The fund contribution amount is established as follows: (i) the peak year of GHG operational emissions (2030), after application of mitigation, that exceed the established threshold for the Revised Project, estimated in the SEIR to be 129,336 metric tons CO₂e, multiplied by (ii) the current (2019) market value of carbon credits established by CARB at \$15.62 per metric ton CO₂e. The payment for the first year shall be due within ninety (90) days of the Conclusive Determination of Validity Date, and the payment for each successive year shall be due on the anniversary of the Conclusive Determination of Validity Date. If LAHD is unable to establish the fund through an MOU with CARB within one year prior to when any year’s payment is due, the Tenant shall instead apply that year’s payment, using the same methodology described in parts (i) and (ii) above, to purchase emission reduction credits from a CARB approved GHG offset registry.</p>	Tenant and LAHD	NOT YET STARTED	WBCT compliance form on file

EXHIBIT B



West Basin Container Terminal
2500 John S. Gibson Blvd
San Pedro, CA 90731

Subject: Appointment as Agent
Mitigation Measures
Compliance Reporting
IAW 5th and 6th Amendments to Permit 999

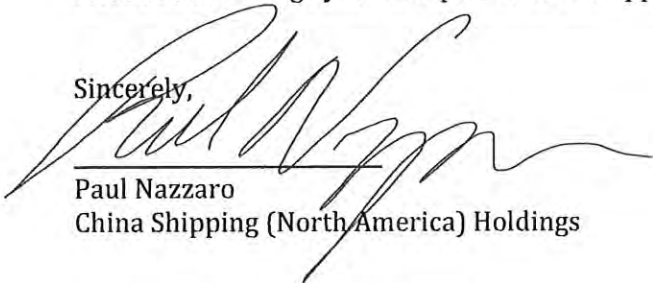
Dear Sirs,

Reference is made to 5th and 6th Amendments to Permit 999 issued to China Shipping North America Holdings ("CSNAH") by the Port of Los Angeles ("POLA") in which CSNAH has agreed to undertake certain Mitigation Measures, and to periodically report on the compliance being made in their implementation.

CSNAH hereby appoints West Basin Container Terminal ("WBCT") to act as its authorized agent for all Mitigation Measure compliance reporting obligations of CSNAH in accordance with the 5th and 6th Amendments to Permit 999, including specifically the environmental mitigation and lease measures ("Measures") that are the responsibility of the Tenant in the Mitigation Monitoring and Reporting Program from the 2008 Environmental Impact Report for the Berths 97-109 [China Shipping] Container Terminal Project ("2008 EIR MMRP"), and the Supplemental Mitigation Monitoring and Reporting Program from the 2019 Supplemental Environmental Impact Report for the Berths 97-109 [China Shipping] Container Terminal Project ("2019 SEIR MMRP"), as modified by the Ruling on the Merits issued by the Court on June 27, 2022 ("Ruling"), and the Opinion of the Court of Appeal, Fourth Appellate District, Division One issued on December 29, 2023 ("Opinion"), as referenced in the 6th Amendment. This appointment specifically authorizes WBCT to interact, communicate and report directly to POLA on behalf of CSNAH as needed and as may be reasonably necessary.

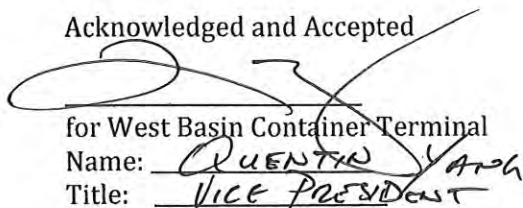
Please acknowledge your acceptance of this appointment as indicated below.

Sincerely,



Paul Nazzaro
China Shipping (North America) Holdings

Acknowledged and Accepted



for West Basin Container Terminal
Name: QUENTIA YAGH
Title: VICE PRESIDENT

EXHIBIT C



WBCT Monitoring and Reporting Forms for
December 2008 MMRP & October 2019 Supplemental MMRP

July, 2024



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
2008 MMRP MM AES-2 Crane Color	Specify a gray color for the cranes to make them visually distinct from the Vincent Thomas Bridge, reduce their contrast with the sky backdrop, and reduce their visual prominence and apparent mass. An appropriate shade of gray should be specified as the color for repainting the four cranes now at the site and as the factory-applied color for the six additional cranes proposed for installation.	The timing of this measure applies prior to the receipt of cranes and shall be implemented when existing cranes are repainted, replaced, or new cranes are added by the Tenant.	The Tenant shall notify the LAHD at least 60 days in advance of any plans to repaint, replace, or order new wharf cranes to be installed at the terminal. LAHD shall work with the Tenant to identify and select the appropriate shade of gray color prior to any crane work as described above. The Tenant shall submit verification documents to the Environmental Management Division confirming the crane color specifications and LAHD's approval prior to performing the work specified above.	No further action at this time
2008 MMRP MM AQ-9 AMP	China Shipping ships calling at Berths 97-109 must use AMP at the following percentages while hoteling in the Port: • January 1 to June 30, 2005: 60 percent of total ship calls (ASJ Requirement) • July 1, 2005: 70 percent of total ship calls (ASJ Requirement) • January 1, 2010: 90 percent of ship calls • January 1, 2011, and thereafter: 100 percent of ship calls Additionally, by 2010, all ships retrofitted for AMP shall be required to use AMP while hoteling at a 100 percent compliance rate, with the exception of circumstances when an AMP-capable berth is unavailable due to utilization by another AMP-capable ship.	Every six months during the term of the Permit, including during any holdover.	The Tenant shall submit verification documents, including copies of monthly reports submitted to the California Air Resources Board (CARB) for compliance with the Ocean-Going Vessels At Berth Regulation, to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).	Please refer to the attached supporting documents
2008 MMRP MM AQ-10 & MM BIO-2 Vessel Speed Reduction Program	MM AQ-10: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: • 2009 and thereafter: 100 percent MM BIO-2: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: 100 percent starting in 2009.	Every six months during the term of the Permit as amended, including during any holdover.	The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).	Please refer to the attached supporting documents



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2008 MMRP MM AQ-11 Low-Sulfur Fuel</p>	<p>All ships (100 percent) calling at Berth 97-109 shall use low-sulfur fuel (maximum sulfur content of 0.2 percent) in auxiliary engines, main engines, and boilers within 40 nm of Point Fermin (including hoteling for non-AMP ships) beginning on Day 1 of operation. Ships with mono-tank systems or having technical issues prohibiting use of low-sulfur fuel would be exempt from this requirement. The tenant shall notify the Port of such vessels prior to arrival and shall make every effort to retrofit such ships within 1 year. The following annual participation rates were assumed in the air quality:</p> <ul style="list-style-type: none"> • 2009 and thereafter: 30 percent of auxiliary engines, main engines, and boilers • 2010: 50 percent of auxiliary engines, main engines, and boilers • 2013 and thereafter: 100 percent of auxiliary engines, main engines, and boilers 	<p>As required by the California Air Resources Board (CARB's) Ocean-Going Vessel (OGV) Fuel Regulation, as of July 1, 2009, all vessels are required to use low-sulfur fuel (0.5 max sulfur content) in their main engines, auxiliary engines and boilers within 24 nm of the coastline. In 2015, the allowable sulfur standard was reduced to 0.1% by the International Maritime Organization (IMO) for the North American Emission Control Area (ECA) that includes 200 nautical miles from the coasts of the United States. While the fuel sulfur limits under the CARB OGV Fuel Regulation and the ECA Regulation are now the same (0.1% sulfur), there are provisions in the ECA Regulation that are different from the CARB OGV Fuel Regulation as follows: 1) The ECA is 200 nautical miles from the California shoreline and the United States Coast Guard (USCG) has primary authority for enforcement, while the CARB OGV Fuel Regulation is 24 nautical miles and is enforced by CARB; 2) The ECA Regulation allows alternative emissions control technologies such as "scrubbers" to be used, while the CARB OGV Fuel Regulation does not allow compliance via scrubbers; and 3) The ECA Regulation requires that a fuel meet the specified percent sulfur requirements (example: ultra-low sulfur fuel oil, ULSFO), while the CARB OGV Fuel Regulation requires that the fuel also meet the specifications for distillate grades (marine gas oil or marine diesel oil).</p>	<p>The measure has been superseded by state regulation and IMO fuel requirements for the North American ECA. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on site in accordance with rules and regulations, which shall be made available to the LAHD upon request for inspection or to perform an audit.</p>	<p>No further action at this time</p>



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2008 MMRP MM AQ-12 Slide Valve</p>	<p>Ships calling at Berths 97-109 shall be equipped with slide valves or equivalent on main engines in the following percentages:</p> <ul style="list-style-type: none"> • 2009: 25 percent • 2010: 50 percent • 2012: 75 percent • 2014 and thereafter: 100 percent 	<p>Only vessels with main engines manufactured by MAN-B&W are equipped with slide valves as documented in a service letter issued by MAN B&W Diesel A/S dated June 2002. Although MAN-B&W introduced slide valves in early 2000, this technology was not used until 2004 when slide valves became more common on vessels with a keel laid date of 2004 or later. In order to implement this measure, the Tenant shall monitor only vessels with engines manufactured by MAN-B&W with a keel laid date of 2004 or newer and shall submit a log of all vessels visits every six months during the term of the Permit as amended, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).</p>	<p>Please refer to the attached supporting documents</p>
<p>2008 MMRP MM AQ-13 Reroute Cleaner Ships</p>	<p>When scheduling vessels for service to the Port of Los Angeles, Tenant shall ensure that 75 percent of all ship calls to the Berth 97-109 Terminal meet IMO MARPOL Annex VI NOX emissions limits for Category 3 engines.</p>	<p>There are three tiers of IMO MARPOL Annex VI NOx emission limits for category 3 marine engines: Tier 1 became effective in 2000 (applies to vessel engines with keel laid dates of 2000 to 2010); Tier 2 became effective in 2011 (applies to vessel engines with keel laid dates of 2011 to 2015); and Tier 3 became effective in 2016 in the North American Emission Control Area. The Tenant shall monitor these vessel categories and shall submit a log of all vessels visits every six months during the term of the Permit as amended, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).</p>	<p>Please refer to the attached supporting documents</p>
<p>2008 MMRP MM AQ-14 New Vessel Build</p>	<p>The purchaser shall confer with the ship designer and engine manufacture to determine the feasibility of incorporating all emission reduction technology and/or design options and when ordering new ships bound for the Port of Los Angeles. Such technology shall be designed to reduce criteria pollutant emissions (NOX, SOX and PM) and GHG emission (CO, CH4, O3, and CFCs). Design considerations and technology shall include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Selective Catalytic Reduction Technology 2. Exhaust Gas Recirculation 3. In-line fuel emulsification technology 4. Diesel Particulate Filters (DPFs) or exhaust scrubbers 5. Common Rail 6. Low NOX Burners for Boilers 7. Implement fuel economy standards by vessel class and engine 8. Diesel-electric pod propulsion systems 	<p>The Tenant shall consult and confer with ship designers and engine manufacturers to implement new technological advancements that are feasible as listed above when ordering and purchasing new vessel builds on a frequency of not less than once every six months during the term of the Permit as amended, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).</p>	<p>Please refer to the attached supporting documents</p>



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2019 MMRP MM AQ-15 Yard Tractor at Berth 97-109</p>	<p>1) No later than one year after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2007 or older shall be replaced with alternative-fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road emission rates for other criteria pollutants.</p> <p>2) No later than five years after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2011 or older shall be replaced with alternative fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road engine emission rates for other criteria pollutants.</p>	<p>Every six months during the term of the Permit, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division such as a detailed equipment inventory that specifies each unit's compliance with the above standards in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).</p>	<p>Please refer to the attached supporting documents</p>
<p>2008 MMRP MM AQ-17 Yard Equipment Berth 97-109 Terminal</p>	<p>The Tenant at Berth 97-109 shall participate in a 1-year electric yard tractor [truck] pilot project. As part of the pilot project, two electric tractors will be deployed at the terminal within 1 year of lease approval. If the pilot project is successful in terms of operation, costs and availability, the tenant shall replace half of the Berth 97-109 yard tractors with electric tractors within 5 years of the feasibility determination.</p>	<p>The Tenant shall initiate the pilot project within one year after the effective date of the Permit, as amended, with progress reports due every six months until the pilot project is complete. The progress reports shall include, but not be limited to, information and details on the equipment and charging infrastructure procurement timeline, including order and delivery schedules; construction schedule for installing the charging infrastructure and supporting electrical work, as applicable; timeline for equipment and charging infrastructure commissioning and worker training; and testing data and information on equipment performance, maintenance, and defects/failures during the pilot test. The pilot project shall include demonstration of the equipment for a period of at least one year. Upon completion of the pilot project, a final report shall be due to the LAHD within six months, including a feasibility determination on operation, cost, and availability. If found to be feasible, the Tenant shall submit a procurement plan, equipment inventory, and schedule to the LAHD for the replacement of half (50 percent) of the yard tractors operated at Berths 97-109 within five years of the feasibility determination.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the timelines specified as follows:</p> <ul style="list-style-type: none"> • Progress reports due every six months at time of initiation and during one-year pilot project demonstration. • Final report due within six months of pilot project completion, including feasibility determination. • Subject to the feasibility determination, a 5-year procurement plan, equipment inventory, and schedule shall be due annually, if applicable. 	<p>WBCT will comply with the measure</p>



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2008 MMRP MM AQ-19 Clean Truck Program</p>	<p>The Tenant shall comply with the Port's Clean Truck Program. Based on participation in the Clean Truck Program, Heavy-duty diesel trucks entering the Berth 97-109 terminal shall meet the USEPA 2007 emission standards for on-road heavy-duty diesel engines (USEPA, 2001) in the following percentages:</p> <ul style="list-style-type: none"> • 2009: 50 percent USEPA 2007 • 2010: 70 percent USEPA 2007 • 2011: 90 percent USEPA 2007 • 2012: 100 percent USEPA 2007 	<p>In 2008, the Port's Clean Truck Program banned pre-1989 trucks followed by a progressive ban on all trucks that did not meet 2007 emission standards by 2012. In 2018, more stringent requirements were approved where only model year 2014 or newer are allowed to enter terminals which are tracked through the Port Drayage Truck Registry (PDTR). In addition, all drayage trucks entering port terminals must be signed up in the PDTR and comply with the California Air Resources Board's Drayage Truck Regulation as required by Port of Los Angeles Tariff No. 4 Section 20.</p>	<p>This measure has been superseded by state regulation and the Port's latest Clean Truck Program requirements implemented under Port of Los Angeles Tariff No. 4 Section 20. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with rules and regulations, which shall be made available to the LAHD upon request for inspection or to perform an audit.</p>	<p>No further action at this time</p>
<p>2008 MMRP MM AQ-21 Truck Idling Reduction Measure</p>	<p>Within 6 months of the effective date and thereafter for the remaining term of the Berth 97-109 Permit and any holdover, the Berth 97-109 terminal operator shall ensure that truck idling is reduced to less than 30 minutes in total or 10 minutes at any given time while on the Berth 97-109 terminal through measures that include, but are not limited to, the following: (1) operator shall maximize the durations when the main gates are left open, including during off-peak hours (6 pm to 7am), (2) operator shall implement a container tracking and appointment-based truck delivery and pick-up system to minimize truck queuing (trucks lining up to enter and exit the terminal's gate), and (3) operator shall design the main entrance and exit gates to exceed the average hourly volume of trucks that enter and exit the gates (truck flow capacity) to ensure queuing is minimized.</p>	<p>Every six months during the term of the Permit as amended, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).</p>	<p>Please refer to the attached supporting documents</p>



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
2008 MMRP MM AQ-23 & MM AQ-26 Compact Fluorescent Light Bulbs	MM AQ-23: All interior terminal building lighting shall use compact fluorescent light bulbs and the tenant shall maintain and replace all compact fluorescent bulbs. MM AQ-26: All interior terminal building lighting shall use compact fluorescent light bulbs. Fluorescent light bulbs produce less waste heat and use substantially less electricity than incandescent light bulbs. Initial bulbs will be supplied by the LAHD. China Shipping shall be responsible for replacing such bulbs in kind.	These measures have been superseded by the Energy Independence and Security Act of 2007 that mandated an eventual ban on the sale of light bulbs, including compact fluorescent light bulbs that do not meet a new minimum efficiency standard of 45 lumens per watt nationally by 2020, or by 2018 in California. Furthermore, California Assembly Bill AB 2208, signed into law in September 2022, bans the sale and distribution of fluorescent bulbs in California starting on January 1, 2024.	These measures have been superseded by federal and state regulations. No further monitoring of these measures is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with federal and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.	No further action at this time
2008 MMRP MM AQ-27 Energy Audit	The Tenant shall conduct a third party energy audit every five years and install innovative power saving technology where feasible, such as power factor correction systems and lighting power regulators. Such systems help to maximize usable electric current and eliminate wasted electricity, thereby lowering overall electricity use.	Every five years during the term of the Permit as amended, including during any holdover.	The Tenant shall submit verification documents to the Environmental Management Division.	WBCT will comply with the measure
2008 MMRP MM AQ-29 Recycling	The terminal buildings shall achieve a minimum of 40 percent recycling by 2012 and 60 percent recycling by 2015. Recycled materials shall include: <ul style="list-style-type: none"> • White and colored paper • Post-it notes • Magazines • Newspaper • File folders • All envelopes including those with plastic windows • All cardboard boxes and cartons • All metal and aluminum cans • Glass bottles and jars • All plastic bottles 	The California Integrated Waste Management Act (AB 939) made all California cities, counties, and approved regional solid waste management agencies responsible for enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year with a statewide goal of 75% by 2020. The City of Los Angeles Zero Waste Program ordinance adopted in 2014 establishes more aggressive recycling rates for commercial and industrial businesses with a 70% diversion rate by 2013, 90% by 2025 and 100% by 2030. This measure has been superseded by local and state requirements.	This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with local and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.	Please refer to the attached supporting documents



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2008 MMRP LM AQ-22 Periodic Review of New Technology and Regulations</p>	<p>The Port shall require the Berth 97-109 tenant to review, in terms of feasibility, any Port-identified or other new emissions-reduction technology, and report to the Port. Such technology feasibility reviews shall take place at the time of the Port's consideration of any lease amendment or facility modification for the Berth 97-109 property. If the technology is determined by the Port to be feasible in terms of cost, technical and operational feasibility, the tenant shall work with the Port to implement such technology. Potential technologies that may further reduce emission and/or result in cost-savings benefits for the tenant may be identified through future work on the CAAP. Over the course of the lease, the tenant and the Port shall work together to identify potential new technology. Such technology shall be studied for feasibility, in terms of cost, technical and operational feasibility. As partial consideration for the Port agreement to issue the permit to the tenant, the tenant shall implement not less frequently than once every 7 years following the effective date of the permit, new air quality technological advancements, subject to mutual agreement on operational feasibility and cost sharing, which shall not be unreasonably withheld.</p>	<p>Every seven years during the term of the Permit as amended, including during any holdover, or at the time of the LAHD's consideration of any lease amendment or facility modification for the Berth 97-109 terminal property.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division in accordance with the timeline specified above.</p>	<p>Please refer to the attached supporting documents</p>
<p>2008 MMRP LM AQ-24 General Mitigation Measure</p>	<p>For any of the above mitigation measures (MM AQ-9 through AQ-21), if any kind of technology becomes available and is shown to be as good or as better in terms of emissions reduction performance than the existing measure, the technology could replace the existing measure pending approval by the Port of Los Angeles. The technology's emissions reductions must be verifiable through USEPA, CARB, or other reputable certification and/or demonstration studies to the Port's satisfaction.</p>	<p>During the term of the Permit as amended, including during any holdover.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division at the time of requesting substitution of a mitigation measure (MM AQ-9 through AQ-21), which shall be subject to approval by the LAHD.</p>	<p>WBCT will comply with the measure</p>
<p>2008 MMRP MM GEO-1 Emergency Response Planning</p>	<p>The terminal operator shall work with Port engineers and Port police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures shall include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.</p>	<p>Within one year after the effective date of the Permit, as amended, and annually thereafter.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division.</p>	<p>Please refer to the attached supporting documents</p>



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2008 MMRP MM GW-1 Site Remediation</p>	<p>Unless otherwise authorized by the lead regulatory agency for any given site, the Tenant shall remediate all encountered contaminated soils or contamination within the excavation zones on the Project site boundaries prior to or during subsurface construction activities. Remediation shall occur in compliance with local, state, and federal regulations, as described in Section 3.7.3, and as directed by the Los Angeles Fire Department, DTSC, and/or RWQCB. Soil remediation shall be completed such that contamination levels in subsurface excavations are below health screening levels established by OEHHA and/or applicable action levels established by the lead regulatory agency with jurisdiction over the site. Only clean soil would be used as backfill. Soil contamination waivers may be acceptable as a result of encapsulation (i.e., paving) in backland areas and/or risk-based soil assessments but would be subject to the discretion of the lead regulatory agency. Excavated contaminated soil shall not be placed in another location onsite; it must be properly disposed of offsite. All imported soil to be used as backfill in excavated areas should be sampled to ensure that the soil is free of contamination. Existing groundwater contamination throughout the proposed Project boundary shall continue to be monitored and remediated as encountered, simultaneous and/or subsequent to site development, and/or in accordance with direction provided by the RWQCB. Unless otherwise authorized by the lead regulatory agency for any given site, areas of excavation with soil contamination that shall be remediated prior to, or in conjunction with, Project construction.</p>	<p>The Tenant shall notify the LAHD at least 60 days prior to undertaking any soil disturbance construction activities and shall obtain written approval from the LAHD to proceed with the work.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division.</p>	<p>No further action at this time</p>



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
2008 MMRP MM PS-3 Long Term Solid Waste Management	To ensure adequate long-term solid waste management, the proposed Project will be required to comply with policies and standards set forth in the City's Solid Waste Integrated Resources Plan (SWIRP) following 2025.	The California Integrated Waste Management Act (AB 939) made all California cities, counties, and approved regional solid waste management agencies responsible for enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year with a statewide goal of 75% by 2020. The City of Los Angeles Solid Waste Integrated Resources Plan (SWIRP), now known as the Zero Waste Program as adopted by ordinance in 2014, established a goal of 90 percent diversion by 2025 and 100% by 2030.	This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with local and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.	Please refer to the attached supporting documents
2019 MMRP MM AQ-17 Cargo Handling Equipment	All yard equipment at the terminal, except for yard tractors, shall implement the following requirements: <u>Forklifts</u> <ul style="list-style-type: none"> • By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2004 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2005 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 5-ton forklifts of model years 2011 or older shall be replaced with zero-emission units. • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. <u>Toppicks</u> <ul style="list-style-type: none"> • By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2006 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. 	Every six months during the term of the Permit, including during any holdover.	The Tenant shall submit verification documents to the Environmental Management Division such as a detailed equipment inventory that specifies each unit's compliance with the above standards in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).	Please refer to the attached supporting documents



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
	<ul style="list-style-type: none"> • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2014 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. <p><u>Rubber-Tired Gantry (RTG) Cranes</u></p> <ul style="list-style-type: none"> • By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2003 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2004 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx. • By seven years after the effective date of a new lease amendment between the Tenant and the LAHD, four RTG cranes of model years 2005 and older shall be replaced with all-electric units, and one diesel RTG crane of model year 2005 shall be replaced with a diesel-electric hybrid unit with a diesel engine that meets or is lower than Tier 4 final off-road engine emission rates for PM and NOx. <p><u>Sweepers</u></p> <ul style="list-style-type: none"> • Sweeper(s) shall be alternative fuel or the cleanest available by six years after the effective date of a new lease amendment between the Tenant and the LAHD. <p><u>Shuttle Buses</u></p> <ul style="list-style-type: none"> • Gasoline shuttle buses shall be zero-emission units by seven years after the effective date of a new lease amendment between the Tenant and the LAHD. 			



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
2019 MMRP MM GHG-1 LED Lighting	All lighting within the interior of buildings on the premises and outdoor high mast terminal lighting will be replaced with LED lighting or a technology with similar energy-saving capabilities within two years after the effective date of the new lease amendment between the Tenant and the LAHD or by no later than 2023.	Within two years after the effective start date of the Permit as amended, or by no later than December 31, 2023 (past due date no longer applicable).	The Tenant shall submit verification documents to the Environmental Management Division such as lighting specifications, receipts, purchase orders, and/or contract documents verifying installation of LED lighting at prescribed terminal locations.	Please refer to the attached supporting documents
2019 MMRP LM AQ-1 Cleanest Available Cargo Handling Equipment	Subject to zero and near-zero emissions feasibility assessments that shall be carried out by LAHD, with input from Tenant as part of the CAAP process, Tenant shall replace cargo handling equipment with the cleanest available equipment anytime new or replacement equipment is purchased, with a first preference for zero-emission equipment, a second preference for near-zero equipment, and then for the cleanest available if zero or near-zero equipment is not feasible, provided that LAHD shall conduct engineering assessments to confirm that such equipment is capable of installation at the terminal. Starting one year after the effective date of a new lease amendment between the Tenant and the LAHD, tenant shall submit to the Port an equipment inventory and 10-year procurement plan for new cargo handling equipment, and infrastructure, and will update the procurement plan annually in order to assist with planning for transition of equipment to zero emissions in accordance with the foregoing paragraph. LAHD will include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking.	Implementation of this lease measure by the Tenant shall be done in coordination with the timelines established in mitigation measures MM AQ-15 and MM AQ-17 in the 2019 Supplemental MMRP. Therefore, the monitoring frequency has been adjusted as follows: <ul style="list-style-type: none"> • Initial procurement plan and equipment inventory shall be due upon the effective start date of the Permit as amended, but no later than within the first six months. • Annual procurement plan and equipment inventory shall be due annually (by January) during the term of the Permit as amended, including during any holdover. 	Prior to obtaining quotes or submitting an order for the purchase or replacement of any cargo handling equipment, including equipment identified in mitigation measures MM AQ-15 and MM AQ-17 in the 2019 Supplemental MMRP, the Tenant shall submit a detailed procurement plan and equipment inventory with each unit's specification and schedule for replacement or new purchase to the LAHD Environmental Management Division for review. The LAHD Environmental Management Division will assist the Tenant in identifying purchase preference and priority of the cleanest available technology, subject to feasibility assessments conducted through the Port's Clean Air Action Plan process and availability of charging and fueling infrastructure. Such reviews shall be completed in a timely manner so as not to delay the Tenant's obligation to meet the required timelines for equipment replacement or purchase as identified in mitigation measures MM AQ-15 and MM AQ-17. Annually thereafter (by January), the Tenant shall submit an updated procurement plan and a detailed equipment inventory to the LAHD Environmental Management Division to verify unit replacements and new purchases over a 10-year period.	Please refer to the attached supporting documents



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
			<p>In order to avoid duplication of efforts, the equipment inventory can be combined with reporting requirements for MM AQ-15 and MM AQ-17.</p> <p>It shall be the responsibility of the LAHD to include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking and annual reporting to the Board of Harbor Commissioners.</p>	
<p>2019 MMRP LM AQ-2 Priority Access for Drayage</p>	<p>A priority access system shall be implemented at the terminal to provide preferential access to zero- and near-zero-emission trucks.</p>	<p>During operation after the effective start date of the Permit as amended, and consistent with implementation timelines established in the Port's 2017 Clean Air Action Plan.</p>	<p>The Tenant shall submit a report to the LAHD Environmental Management Division that details plans for implementing a priority access system as prescribed in the lease measure along with a schedule. Once the priority access system is installed and operating, the Tenant shall submit verification documents to the Environmental Management Division demonstrating it has complied with the lease measure.</p>	<p>Please refer to the attached supporting documents</p>



Monitoring and Reporting Forms for December 2008 MMRP & October 2019 Supplemental MMRP

Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2019 MMRP LM AQ-3 Demonstration of Zero-Emissions Equipment</p>	<p>Tenant shall conduct a one-year zero emission demonstration project with at least 10 units of zero-emission cargo handling equipment. Upon completion, tenant shall submit a report to LAHD that evaluates the feasibility of permanent use of the tested equipment. Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2020 and 2025 to evaluate the status of zero emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.</p>	<p>The Tenant shall initiate the demonstration project within one year after the effective date of the Permit, as amended, with progress reports due every six months until the demonstration project is complete. The progress reports shall include, but not be limited to, information and details on the equipment and charging infrastructure procurement timeline, including order and delivery schedules; construction schedule for installing the charging infrastructure and supporting electrical work, as applicable; timeline for equipment and charging infrastructure commissioning and worker training; and testing data and information on equipment performance, maintenance, and defects/failures during the demonstration. The demonstration project shall test the equipment for a period of at least one year. Upon completion of the demonstration project, a final report shall be due to the LAHD within six months including a feasibility determination on operation, cost, and availability for permanent use at the terminal. The Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2025 and 2028 (date modified to adjust the timing of this measure) to evaluate the status of zero emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.</p>	<p>The Tenant shall submit verification documents to the LAHD Environmental Management Division in accordance with the timelines prescribed in the lease measure and adjusted as follows:</p> <ul style="list-style-type: none"> • Progress reports due every six months at time of initiation and during one-year demonstration project. • Final report due within six months of demonstration project completion, including feasibility determination. • Feasibility assessments and progress reports due in 2025 and 2028 (date modified to adjust the timing of this measure). 	<p>Please refer to the attached supporting documents</p>



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Measure	Mitigation Measure	Mitigation Implementation and Monitoring Frequency	Mitigation/Reporting Requirement	WBCT Action
<p>2019 MMRP LM GHG-1 GHG Credit Fund</p>	<p>LAHD shall establish a Greenhouse Gas Fund, which LAHD shall have the option to accomplish through a Memorandum of Understanding (MOU) with the California Air Resources Board (CARB) or another appropriate entity. The fund shall be used for GHG reducing projects and programs approved by the Port of Los Angeles, or through the purchase of emission reduction credits from a CARB approved offset registry. It shall be the responsibility of the Tenant to make contributions to the fund in the amount of \$250,000 per year, for a total of eight years, for the funding of GHG reducing projects or the purchase of GHG emission reduction credits, commencing after the date that the SEIR is conclusively determined to be valid, either by operation of Public Resources Code Section 21167.2 or by final judgment or final adjudication (“Conclusive Determination of Validity Date”), as described below. The fund contribution amount is established as follows: (i) the peak year of GHG operational emissions (2030), after application of mitigation, that exceed the established threshold for the Revised Project, estimated in the SEIR to be 129,336 metric tons CO₂e, multiplied by (ii) the current (2019) market value of carbon credits established by CARB at \$15.62 per metric ton CO₂e. The payment for the first year shall be due within ninety (90) days of the Conclusive Determination of Validity Date, and the payment for each successive year shall be due on the anniversary of the Conclusive Determination of Validity Date. If LAHD is unable to establish the fund through an MOU with CARB within one year prior to when any year’s payment is due, the Tenant shall instead apply that year’s payment, using the same methodology described in parts (i) and (ii) above, to purchase emission reduction credits from a CARB approved GHG offset registry.</p>	<p>The first payment shall be due after the effective start date of the Permit as amended, but within ninety (90) days of the Conclusive Determination of Validity Date as specified in the lease measure. Successive payments, for a total of eight years, shall be due on the anniversary of the Conclusive Determination of Validity Date.</p>	<p>The Tenant shall submit verification documents to the Environmental Management Division such as receipts for fund deposits or payment records from purchases made through verified carbon offset registries.</p>	<p>WBCT will comply with the measure</p>

(2008 MMRP) MM AES-2: Crane Color

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

Specify a gray color for the cranes to make them visually distinct from the Vincent Thomas Bridge, reduce their contrast with the sky backdrop, and reduce their visual prominence and apparent mass. An appropriate shade of gray should be specified as the color for repainting the four cranes now at the site and as the factory-applied color for the six additional cranes proposed for installation.

Mitigation Implementation and Monitoring Frequency: The timing of this measure applies prior to the receipt of cranes and shall be implemented when existing cranes are repainted, replaced, or new cranes are added by the Tenant.

Mitigation/Reporting Requirement: The Tenant shall notify the LAHD at least 60 days in advance of any plans to repaint, replace, or order new wharf cranes to be installed at the terminal. LAHD shall work with the Tenant to identify and select the appropriate shade of gray color prior to any crane work as described above. The Tenant shall submit verification documents to the Environmental Management Division confirming the crane color specifications and LAHD's approval prior to performing the work specified above.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

X Yes (please sign form) _____ No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

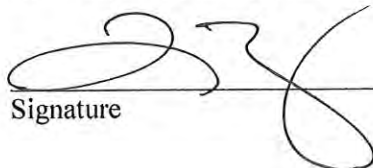
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

Signature 

7/19/2024

Date



2008 MMRP MM AES-2 Crane Color

Mitigation Measure:

Specify a gray color for the cranes to make them visually distinct from the Vincent Thomas Bridge, reduce their contrast with the sky backdrop, and reduce their visual prominence and apparent mass. An appropriate shade of gray should be specified as the color for repainting the four cranes now at the site and as the factory-applied color for the six additional cranes proposed for installation.

WBCT Statement:

No further action requested by the tenant at this time. WBCT will comply with the measure when the existing ship-to-shore (STS) cranes are repainted or prior to the purchase of new STS cranes. The existing crane color was confirmed and approved by POLA in February 2010, please see attached email correspondence and photo documentation.

Larry Li

From: Quentin Yang
Sent: Tuesday, July 9, 2024 2:02 PM
To: Larry Li
Subject: FW: color code requirement for new crane at berth 102

Quentin Yang

From: Quentin Yang
Sent: Thursday, June 27, 2024 10:08 AM
To: Ochsner, Lisa <LOchsner@portla.org>
Subject: FW: color code requirement for new crane at berth 102

Quentin Yang

From: Chin Wang <ChinW@wbct.us>
Sent: Tuesday, June 25, 2024 2:48 PM
To: Quentin Yang <QuentinYa@wbct.us>
Subject: FW: color code requirement for new crane at berth 102

From: Maun-DeSantis, Lena <LMaun-DeSantis@portla.org>
Sent: Tuesday, November 10, 2009 3:27 PM
To: Chin Wang <ChinW@wbct.us>
Cc: Joe, Richard <RJoe@portla.org>; Mark Wheeler - WBCT <MarkW@wbct.us>
Subject: RE: color code requirement for new crane at berth 102

Hi,
As a follow-up to the email below, please use the same color as the cranes that are currently out at the site.
Please let me know if you have any questions.
Thanks
Lena

From: Maun-DeSantis, Lena
Sent: Tuesday, November 10, 2009 10:50 AM
To: 'Chin Wang'
Cc: Joe, Richard; Mark Wheeler - WBCT
Subject: RE: color code requirement for new crane at berth 102

Hi,

I believe you can use the same color but as per the EIR we are supposed to do a color study here at the Port first. I will get back to you by the end of the day with a final answer.

Best Regards,
Lena

Lena Maun-DeSantis

Marine Environmental Supervisor, CEQA
Environmental Management Division, Port of Los Angeles
425 S. Palos Verdes Street
San Pedro CA 90731
(310) 732-3950



From: Chin Wang [<mailto:ChinW@wbct.us>]
Sent: Tuesday, November 10, 2009 10:43 AM
To: Maun-DeSantis, Lena
Cc: Joe, Richard; Mark Wheeler - WBCT
Subject: color code requirement for new crane at berth 102

Hi! Ms. Maun-DeSantis;

I left a message in your voice mail this morning; I need to know is any color code requirement for these four new cranes at berth 102? Or we can keep the same color like the existing cranes at berth 100.

Please advise.

Thanks and best regards

-----Confidentiality Notice-----

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Larry Li

From: Quentin Yang
Sent: Tuesday, July 9, 2024 2:02 PM
To: Larry Li
Subject: FW: For the SEIR
Attachments: wbct new crane color 004.jpg; wbct new crane color 001.jpg; wbct new crane color 002.jpg; wbct new crane color 003.jpg; Paints sample.pdf

Attached CW email from Port confirmation for slide MM AES -2

Quentin Yang

From: Quentin Yang
Sent: Thursday, June 27, 2024 10:08 AM
To: Ochsner, Lisa <LOchsner@portla.org>
Subject: FW: For the SEIR

Quentin Yang

From: Chin Wang <ChinW@wbct.us>
Sent: Tuesday, June 25, 2024 2:17 PM
To: Quentin Yang <QuentinYa@wbct.us>
Subject: RE: For the SEIR

Hi Quentin,

The color code for crane 80-81 and 82-85 are Green, IP code: PHP06U, it is matched with crane 86-89, the paint supplier for crane 86-89 was Chugoku and their color code is Green CSC-5101, it was approved by POLA as below email.

Thanks

From: Chin Wang
Sent: Tuesday, February 16, 2010 3:42 PM
To: 'Maun-DeSantis, Lena' <LMaun-DeSantis@portla.org>
Cc: Kim, Jin <JKim@portla.org>; Aliviado, Ray <RALiviado@portla.org>; Joe, Richard <RJoe@portla.org>; Mark Wheeler - WBCT <MarkW@wbct.us>
Subject: RE: color code requirement for WBCT new crane at berth 102

Dear Lena;

Thanks for your approval and I will inform crane manufacturer ZPMC accordingly.

Best regards

From: Maun-DeSantis, Lena [<mailto:LMaun-DeSantis@portla.org>]
Sent: Tuesday, February 16, 2010 3:07 PM

To: Chin Wang
Cc: Kim, Jin; Aliviado, Ray; Joe, Richard
Subject: RE: color code requirement for WBCT new crane at berth 102

Dear Mr. Wang,

Please accept this email as approval of the color sample for the cranes.

Regards,
Lena

Lena Maun-DeSantis

Marine Environmental Supervisor, CEQA
Environmental Management Division, Port of Los Angeles
425 S. Palos Verdes Street
San Pedro CA 90731
(310) 732-3950



From: Chin Wang [<mailto:ChinW@wbct.us>]
Sent: Friday, February 12, 2010 9:29 AM
To: Joe, Richard
Cc: Aliviado, Ray; Maun-DeSantis, Lena; Mark Wheeler - WBCT
Subject: RE: color code requirement for WBCT new crane at berth 102

Richard;

Please find the attached photos of the color sample next to the existing crane structure, you can see that the color matches with the existing crane at berth 100, I need to inform ZPMC after the Chinese New Year for our decision, please advise you opinions if any?

Thanks and best regards

From: Quentin Yang <QuentinYa@wbct.us>
Sent: Tuesday, June 25, 2024 1:08 PM
To: Chin Wang <ChinW@wbct.us>
Subject: RE: For the SEIR

This is part of our SEIR mitigation. We have to report back to the court.

Quentin Yang

From: Chin Wang <ChinW@wbct.us>
Sent: Tuesday, June 25, 2024 1:06 PM
To: Quentin Yang <QuentinYa@wbct.us>
Subject: RE: For the SEIR

Hi Quentin,

Who asking this question?

Thanks

From: Quentin Yang <QuentinYa@wbct.us>

Sent: Tuesday, June 25, 2024 1:01 PM

To: Chin Wang <ChinW@wbct.us>

Subject: For the SEIR

Hi CW,

Can you help me dig up the following info:

1. Cranes: can WBCT verify paint color of the existing cranes, date when cranes were last painted and provide copy of crane specs or document/photos verifying paint color

Quentin Yang
West Basin Container Terminal
2050 John S. Gibson Blvd.
San Pedro, CA 90731
O: 310.519.2307
C: 510.206.7644
quentinya@wbct.us



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	PRODUCT NAME	COATING SYSTEM/CODE	DFT (um)	REMARKS
A	Interthane 990	PHP06U/PHA046		
B				
C				
D				

ISSUE DATE: Jan. 28. 2009

CUSTOMER SIGNATURE OR STAMP: _____

此样板为实验室条件下制作，仅作参考，不适合进行任何的性能试验。实际使用时由于涂装设备和条件不同，也许会有些许差异。
This panel has been prepared under laboratory conditions for demonstration purposes only and is not suitable for performance testing. The finish achieved with this coating system in practice may vary depending on application equipment and conditions.

STOP:
ARM VERTICAL, FOREFINGER
POINTING UP, MOVE HAND IN
SMALL SLOW HORIZONTAL CIRCLES.

STOP:
RIGHT ARM ACROSS CHEST THEN
FULLY EXTENDED WITH PALM DOWN.

DOWN EASY:
WITH ARM EXTENDED DOWNWARD FOREFINGER
POINTING DOWN, MOVE HAND IN SMALL SLOW
HORIZONTAL CIRCLES. PLACE OPPOSITE HAND
MOTIONLESS UNDER HAND GIVING MOTION SIGNAL.

GANTRY CRANE RIGHT / LEFT:
ROLL HANDS ONE OVER THE
OTHER IN THE DESIRED
DIRECTION OF TRAVEL.

**MOVE SPREADER / HOOK IN
THE DIRECTION INDICATED.**

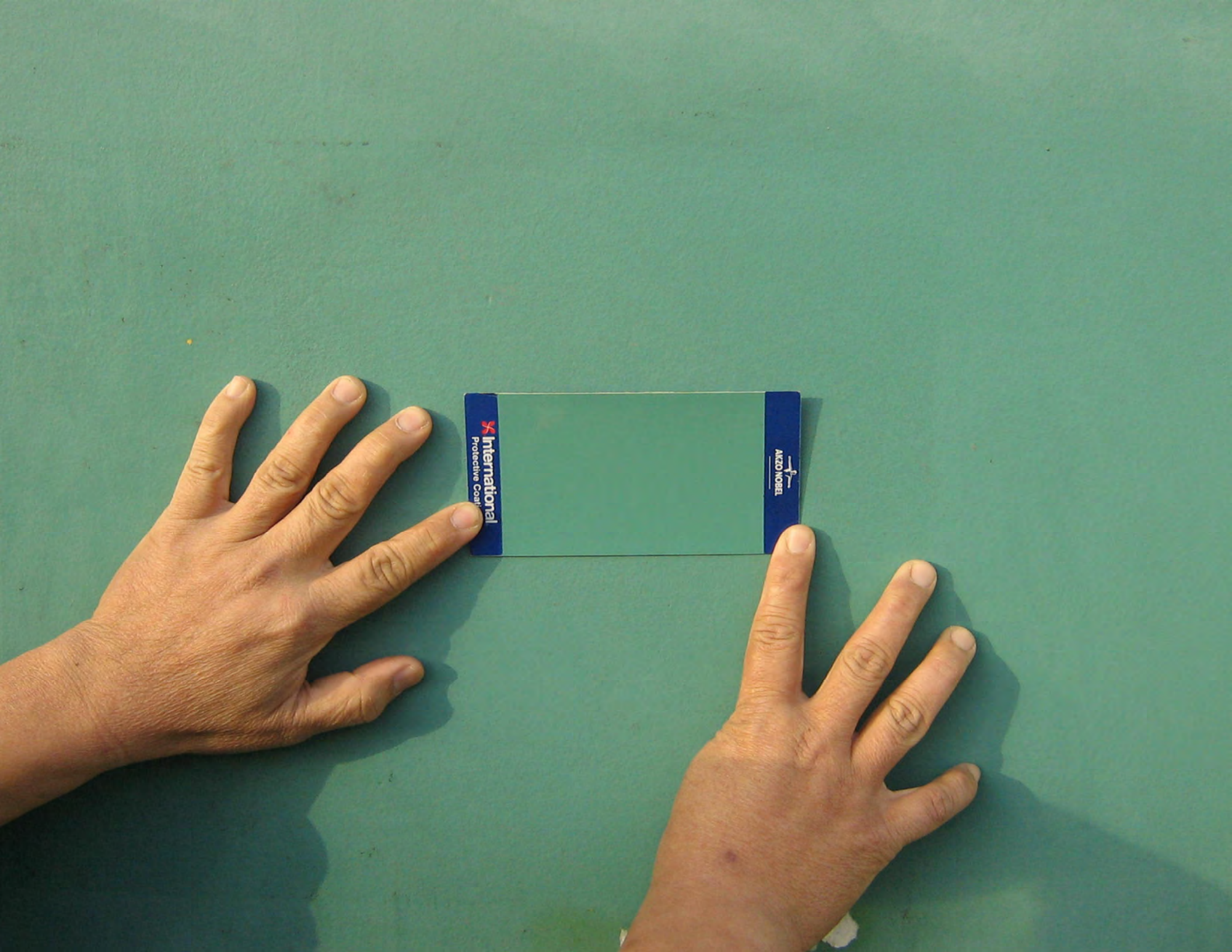
**SAFETY APPAREL REQUIRED • REPORT IMMEDIATELY TO SUPERVISION
ACCIDENTS, INJURIES, INCIDENTS AND ALL POTENTIAL SAFETY HAZARDS**



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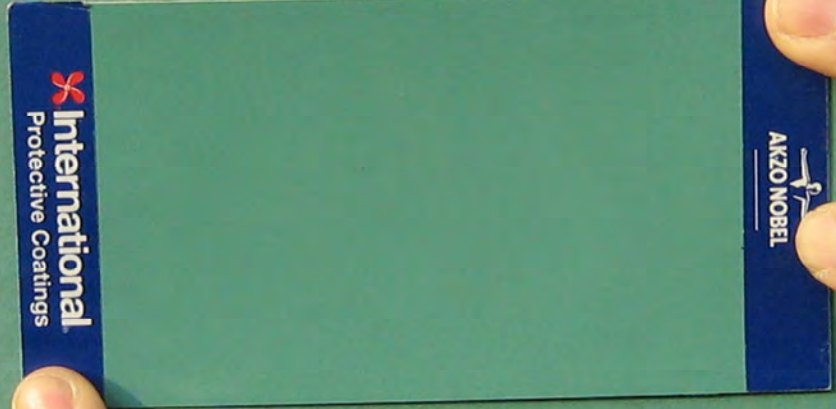


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Protective Coats

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(2008 MMRP) MM AQ-9. Alternative Maritime Power (AMP)

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

China Shipping ships calling at Berths 97-109 must use AMP at the following percentages while hoteling in the Port:

- January 1 to June 30, 2005: 60 percent of total ship calls (ASJ Requirement)
- July 1, 2005: 70 percent of total ship calls (ASJ Requirement)
- January 1, 2010: 90 percent of ship calls
- January 1, 2011, and thereafter: 100 percent of ship calls

Additionally, by 2010, all ships retrofitted for AMP shall be required to use AMP while hoteling at a 100 percent compliance rate, with the exception of circumstances when an AMP-capable berth is unavailable due to utilization by another AMP-capable ship.

Mitigation Implementation and Monitoring Frequency: Every six months during the term of the Permit, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents, including copies of monthly reports submitted to the California Air Resources Board (CARB) for compliance with the Ocean-Going Vessels At Berth Regulation, to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

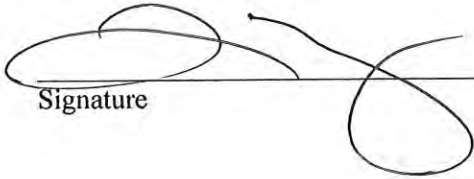
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



Signature

7/22/2024

Date



2008 MMRP MM AQ-9 AMP

Mitigation Measure:

China Shipping ships calling at Berths 97-109 must use AMP at the following percentages while hoteling

in the Port:

- January 1 to June 30, 2005: 60 percent of total ship calls (ASJ Requirement)
- July 1, 2005: 70 percent of total ship calls (ASJ Requirement)
- January 1, 2010: 90 percent of ship calls
- January 1, 2011, and thereafter: 100 percent of ship calls

Additionally, by 2010, all ships retrofitted for AMP shall be required to use AMP while hoteling at a 100 percent compliance rate, with the exception of circumstances when an AMP-capable berth is unavailable due to utilization by another AMP-capable ship.

WBCT Statement:

1/ The CARB terminal operator visit report for the Ocean Going Vessels At-Berth Regulation will be sent to POLA at the first week of every month for the previous month records. The report is attached as backup documentation.

2/ Per the report, vessel visit #247, vessel name "Parkgracht" and vessel type "bulk", is a one-time visit for the delivery of six (6) Paceco new transtainers to WBCT. The vessel visit was not for transporting cargo by a containership.

3/ Per the report, vessel visit #252, vessel name "Prinsengracht" and vessel type "bulk", is a one-time visit for the delivery of two (2) ZPMC new transtainers to WBCT. The vessel visit was not for transporting cargo by a containership.

Section A. Vessel Visit Information (Required for all)											Section B. CAECS Information (Required only when using a CAECS)					
Visit #	Vessel Name	Vessel IMO Number	Vessel Type	IMO NOx Tier	California Port Visited	Terminal Visited	Berth Visited	Arrival Date and Time (YYYY-MM-DD HH:MM)	Departure Date and Time (YYYY-MM-DD HH:MM)	Is this visit due to a shift from a different berth?	CARB Approved Emission Control Strategy (CAECS) Used	Exception Used	Shore Power Connection Power Meter Reading	Shore Power Disconnection Power Meter Reading	Emission Control Start Date and Time 1 (YYYY-MM-DD HH:MM)	Emission Control End Date and Time 1 (YYYY-MM-DD HH:MM)
175	MSC Nitya B	9778117	Container	Tier I	Los Angeles	WBCT	102	2023-12-31 06:20	2024-01-03 04:13	N	Shore Power	No exception was used	1480.00	1587.00	2023-12-31 07:03	2024-01-03 03:20
177	MSC Laurence	9467419	Container	Tier I	Los Angeles	WBCT	100	2024-01-03 16:07	2024-01-08 18:42	N	Shore Power	(c) Vessel Commissioning	882.00	1059.00	2024-01-03 17:17	2024-01-08 17:40
178	YM Upsurgence	9462720	Container	Tier II	Los Angeles	WBCT	102	2024-01-04 05:54	2024-01-08 04:07	N	Shore Power	No exception was used	1587.00	1695.00	2024-01-04 07:34	2024-01-08 03:00
179	MSC Anzu	9710426	Container	Tier II	Los Angeles	WBCT	102	2024-01-08 05:55	2024-01-09 03:20	N	Shore Power	No exception was used	1695.00	1727.00	2024-01-08 06:57	2024-01-09 02:18
180	MSC Shreya B	9778105	Container	Tier II	Los Angeles	WBCT	102	2024-01-09 06:00	2024-01-10 18:42	N	Shore Power	No exception was used	1727.00	1793.00	2024-01-09 06:20	2024-01-10 17:34
182	YM Target	9860934	Container	Tier II	Los Angeles	WBCT	100	2024-01-09 06:15	2024-01-14 04:44	N	Shore Power	No exception was used	1059.00	1140.00	2024-01-09 08:10	2024-01-14 03:21
183	MSC Athos	9618317	Container	Tier II	Los Angeles	WBCT	102	2024-01-12 15:48	2024-01-13 04:26	N	Shore Power	(a) Safety and Emergency Event(s)	1793.00	1802.00	2024-01-12 19:22	2024-01-13 03:44
184	MSC Daria	9927287	Container	Tier III	Los Angeles	WBCT	100	2024-01-14 06:09	2024-01-19 05:23	N	Shore Power	No exception was used	1140.00	1289.00	2024-01-14 08:31	2024-01-19 03:51
185	MSC Sara Elena	9702261	Container	Tier II	Los Angeles	WBCT	102	2024-01-13 06:16	2024-01-14 19:11	N	Shore Power	No exception was used	1802.00	1868.00	2024-01-13 07:23	2024-01-14 18:18
186	YM Unanimity	9462718	Container	Tier II	Los Angeles	WBCT	102	2024-01-15 06:10	2024-01-20 05:11	N	Shore Power	No exception was used	1868.00	1997.00	2024-01-15 07:25	2024-01-20 04:10
188	MSC Darlene	9930959	Container	Tier III	Los Angeles	WBCT	100	2024-01-19 07:06	2024-01-24 04:23	N	Shore Power	(c) Vessel Commissioning	1289.00	1394.00	2024-01-19 09:30	2024-01-24 03:25
189	MSC Sofia	9695028	Container	Tier II	Los Angeles	WBCT	102	2024-01-20 07:03	2024-01-21 05:20	N	Shore Power	No exception was used	1997.00	2021.00	2024-01-20 08:22	2024-01-21 04:24
190	MSC Brunella	9702106	Container	Tier II	Los Angeles	WBCT	102	2024-01-21 07:00	2024-01-22 04:28	N	Shore Power	No exception was used	2021.00	2064.00	2024-01-21 07:55	2024-01-22 03:28
191	Hyundai Force	9347566	Container	Tier II	Los Angeles	WBCT	102	2024-01-22 06:10	2024-01-26 19:02	N	Shore Power	(a) Safety and Emergency Event(s)	2064.00	2142.00	2024-01-22 13:57	2024-01-26 17:26
193	YM Topmost	9878515	Container	Tier II	Los Angeles	WBCT	100	2024-01-24 06:00	2024-01-29 18:11	N	Shore Power	No exception was used	1394.00	1475.00	2024-01-24 09:07	2024-01-29 16:45
194	YM Ubiquity	9462706	Container	Tier II	Los Angeles	WBCT	102	2024-01-28 06:07	2024-02-01 04:18	N	Shore Power	No exception was used	2184.00	2286.00	2024-01-28 07:14	2024-02-01 03:20
196	MSC Giulia	9770751	Container	Tier II	Los Angeles	WBCT	102	2024-01-27 05:55	2024-01-28 04:17	N	Shore Power	No exception was used	2142.00	2184.00	2024-01-27 06:38	2024-01-28 03:18
197	YM Upward	9337482	Container	Tier II	Los Angeles	WBCT	102	2024-02-03 07:20	2024-02-07 05:58	N	Shore Power	No exception was used	2286.00	2389.00	2024-02-03 09:10	2024-02-07 04:50
198	MSC Almani	9605279	Container	Tier II	Los Angeles	WBCT	100	2024-02-04 04:40	2024-02-05 19:51	N	Shore Power	(a) Safety and Emergency Event(s)	1475.00	1509.00	2024-02-04 07:18	2024-02-05 18:23
200	YM Trophy	9789996	Container	Tier II	Los Angeles	WBCT	100	2024-02-06 07:03	2024-02-11 05:00	N	Shore Power	(f)(1) Vessel Incident Event Used	1536.00	1608.00	2024-02-06 11:48	2024-02-11 03:25
201	MSC Sara Elena	9702261	Container	Tier II	Los Angeles	WBCT	102	2024-02-07 07:07	2024-02-09 04:17	N	Shore Power	No exception was used	2389.00	2450.00	2024-02-07 09:07	2024-02-09 03:16
202	MSC Elodie	9704972	Container	Tier II	Los Angeles	WBCT	100	2024-02-11 06:20	2024-02-12 04:14	N	Shore Power	No exception was used	1608.00	1650.00	2024-02-11 07:06	2024-02-12 03:19
203	YM Unicorn	9462732	Container	Tier II	Los Angeles	WBCT	102	2024-02-09 06:15	2024-02-14 18:21	N	Shore Power	No exception was used	2450.00	2611.00	2024-02-09 07:31	2024-02-14 17:15
204	MSC Maria Saveria	9467421	Container	Tier II	Los Angeles	WBCT	100	2024-02-12 06:09	2024-02-17 04:28	N	Shore Power	(c) Vessel Commissioning	1650.00	1824.00	2024-02-12 07:08	2024-02-17 03:40
205	YM Travel	9878503	Container	Tier II	Los Angeles	WBCT	100	2024-02-17 06:56	2024-02-22 16:36	N	Shore Power	No exception was used	1824.00	1889.00	2024-02-17 10:31	2024-02-24 15:26
206	YM Uniform	9337482	Container	Tier II	Los Angeles	WBCT	102	2024-02-17 05:10	2024-02-21 05:40	N	Shore Power	No exception was used	2611.00	2736.00	2024-02-17 06:20	2024-02-21 04:45
207	MSC Naomi	9704984	Container	Tier II	Los Angeles	WBCT	102	2024-02-21 07:10	2024-02-22 04:28	N	Shore Power	No exception was used	2736.00	2774.00	2024-02-21 07:18	2024-02-22 03:31
208	YM Upsurgence	9462720	Container	Tier II	Los Angeles	WBCT	102	2024-02-22 05:57	2024-02-26 17:58	N	Shore Power	No exception was used	2774.00	2883.00	2024-02-22 07:07	2024-02-26 17:18
209	YM Tutorial	9792618	Container	Tier II	Los Angeles	WBCT	100	2023-02-23 07:32	2024-02-28 17:27	N	Shore Power	(f)(1) Vessel Incident Event Used	1889.00	1935.00	2024-02-23 11:26	2024-02-23 20:42
210	YM Unanimity	9462718	Container	Tier II	Los Angeles	WBCT	102	2024-03-02 05:40	2024-03-06 04:23	N	Shore Power	No exception was used	2883.00	2990.00	2024-03-02 08:41	2024-03-06 03:20
211	YM Target	9860934	Container	Tier II	Los Angeles	WBCT	100	2024-03-02 06:05	2024-03-07 17:49	N	Shore Power	No exception was used	1935.00	2047.00	2024-03-02 09:33	2024-03-07 16:28
212	MSC Elodie	9704972	Container	Tier II	Los Angeles	WBCT	102	2024-03-06 06:00	2024-03-06 18:22	N	Shore Power	No exception was used	2990.00	3005.00	2024-03-06 06:44	2024-03-06 17:00
213	MSC Julie	9704996	Container	Tier II	Los Angeles	WBCT	102	2024-03-10 04:59	2024-03-11 04:23	N	Shore Power	No exception was used	3005.00	3043.00	2024-03-10 05:58	2024-03-11 03:39
214	MSC Naomi	9704984	Container	Tier II	Los Angeles	WBCT	102	2024-03-12 06:05	2024-03-14 04:22	N	Shore Power	No exception was used	3043.00	3106.00	2024-03-12 07:02	2024-03-14 03:38
215	Anistomenis	9408841	Container	Tier II	Los Angeles	WBCT	100	2024-03-10 06:13	2024-03-15 03:20	N	Shore Power	No exception was used	2047.00	2128.00	2024-03-10 07:50	2024-03-15 02:20
216	Hyundai Force	9347566	Container	Tier I	Los Angeles	WBCT	102	2024-03-15 06:26	2024-03-19 04:52	N	Shore Power	No exception was used	3106.00	3180.00	2024-03-15 10:26	2024-03-19 03:23
217	YM Topmost	9878515	Container	Tier II	Los Angeles	WBCT	100	2024-03-15 08:36	2024-03-20 04:15	N	Shore Power	No exception was used	2128.00	2185.00	2024-03-15 11:04	2024-03-20 02:49
218	MSC Caterina	9705005	Container	Tier II	Los Angeles	WBCT	100	2024-03-20 06:16	2024-03-20 19:52	N	Shore Power	(a) Safety and Emergency Event(s)	2185.00	2189.00	2024-03-20 07:13	2024-03-20 10:07
219	MSC Anzu	9710426	Container	Tier II	Los Angeles	WBCT	100	2024-03-23 15:58	2024-03-25 05:20	N	Shore Power	No exception was used	2189.00	2259.00	2024-03-23 17:52	2024-03-25 04:30
220	YM Ubiquity	9462706	Container	Tier II	Los Angeles	WBCT	102	2024-03-28 06:09	2024-04-01 04:48	N	Shore Power	No exception was used	3180.74	3284.83	2024-03-28 07:26	2024-04-01 03:45
221	MSC Carlotta	9756731	Container	Tier II	Los Angeles	WBCT	100	2024-03-28 15:53	2024-03-29 18:18	N	Shore Power	No exception was used	2259.00	2298.57	2024-03-28 16:48	2024-03-29 17:30
222	MSC Alanya	9785483	Container	Tier II	Los Angeles	WBCT	100	2024-03-31 06:19	2024-04-01 19:35	N	Shore Power	No exception was used	2298.57	2350.26	2024-03-31 07:31	2024-04-01 18:31
223	MSC Julie	9704996	Container	Tier II	Los Angeles	WBCT	102	2024-04-03 03:00	2024-04-03 19:05	N	Shore Power	No exception was used	3284.83	3303.24	2024-04-03 03:56	2024-04-03 17:48
225	MSC Lauren	9467407	Container	Tier I	Los Angeles	WBCT	100	2024-04-03 18:19	2024-04-08 04:34	N	Shore Power	No exception was used	2350.26	2510.18	2024-04-03 19:34	2024-04-08 03:24
226	YM Upward	9337488	Container	Tier II	Los Angeles	WBCT	102	2024-04-05 06:21	2024-04-10 06:22	N	Shore Power	No exception was used	3303.00	3434.00	2024-04-05 07:35	2024-04-10 05:20
228	MSC Lily	9704960	Container	Tier II	Los Angeles	WBCT	100	2024-04-10 03:18	2024-04-10 18:16	N	Shore Power	No exception was used	2510.00	2526.00	2024-04-10 04:09	2024-04-10 17:24
229	YM Unicorn	9462732	Container	Tier II	Los Angeles	WBCT	102	2024-04-11 06:31	2024-04-15 04:43	N	Shore Power	No exception was used	3435.00	3566.00	2024-04-11 07:52	2024-04-15 03:48
230	MSC Meline	9702077	Container	Tier II	Los Angeles	WBCT	100	2024-04-14 05:53	2024-04-15 18:39	N	Shore Power	No exception was used	2526.00	2593.00	2024-04-14 06:40	2024-04-15 17:38
231	MSC Anzu	9710426	Container	Tier II	Los Angeles	WBCT	100	2024-04-17 01:40	2024-04-18 04:19	N	Shore Power	No exception was used	3566.00	3609.00	2024-04-17 02:36	2024-04-18 03:20

Section A. Vessel Visit Information (Required for all)												Section B. CAECS Information (Required only when using a CAECS)				
Visit #	Vessel Name	Vessel IMO Number	Vessel Type	IMO NOx Tier	California Port Visited	Terminal Visited	Berth Visited	Arrival Date and Time (YYYY-MM-DD HH:MM)	Departure Date and Time (YYYY-MM-DD HH:MM)	Is this visit due to a shift from a different berth?	CARB Approved Emission Control Strategy (CAECS) Used	Exception Used	Shore Power Connection Power Meter Reading	Shore Power Disconnection Power Meter Reading	Emission Control Start Date and Time 1 (YYYY-MM-DD HH:MM)	Emission Control End Date and Time 1 (YYYY-MM-DD HH:MM)
233	MSC Azov	9605255	Container	Tier II	Los Angeles	WBCT	100	2024-04-17 04:13	2024-04-21 18:26	N	Shore Power	No exception was used	2593.00	2737.00	2024-04-17 05:26	2024-04-21 17:30
234	YM Upsurgence	9462720	Container	Tier II	Los Angeles	WBCT	102	2024-04-18 05:59	2024-04-22 05:12	N	Shore Power	No exception was used	3609.00	3719.00	2024-04-18 06:54	2024-04-22 04:00
233	MSC Alanya	9785483	Container	Tier II	Los Angeles	WBCT	100	2024-04-24 05:50	2024-04-24 04:33	N	Shore Power	No exception was used	2737.00	2765.00	2024-04-24 06:52	2024-04-25 03:26
234	YM Unanimity	9462718	Container	Tier II	Los Angeles	WBCT	100	2024-04-26 07:55	2024-04-30 04:03	N	Shore Power	No exception was used	2765.00	2851.00	2024-04-26 09:40	2024-04-30 02:20
235	MSC Jeongmin	9720471	Container	Tier II	Los Angeles	WBCT	102	04 28 24 15:59	2024-04-30 05:46	N	Shore Power	No exception was used	3719.00	3783.00	2024-04-28 16:50	2024-04-30 04:55
236	Sofia Paz	9695028	Container	Tier II	Los Angeles	WBCT	100	2024-05-01 05:50	2024-05-01 19:21	N	Shore Power	No exception was used	2851.00	2867.00	2024-05-01 06:45	2024-05-01 18:22
238	YM Utility	9337470	Container	Tier II	Los Angeles	WBCT	102	2024-05-03 06:04	2024-05-07 06:02	N	Shore Power	No exception was used	3783.00	3869.00	2024-05-03 07:05	2024-05-07 04:55
239	MSC Brunella	9702106	Container	Tier II	Los Angeles	WBCT	100	2024-05-05 03:53	2024-05-06 04:15	N	Shore Power	No exception was used	2867.00	2920.00	2024-05-05 04:58	2024-05-06 03:20
241	MSC Rania	9309447	Container	Tier I	Los Angeles	WBCT	100	2024-05-09 06:06	2024-05-12 18:10	N	Shore Power	No exception was used	2920.00	2999.00	2024-05-09 07:06	2024-05-12 17:20
242	MSC Melne	9702077	Container	Tier II	Los Angeles	WBCT	102	2024-05-09 19:50	2024-05-10 18:12	N	Shore Power	No exception was used	3869.00	3902.00	2024-05-09 20:24	2024-05-10 17:13
243	MSC Giulia	9770737	Container	Tier II	Los Angeles	WBCT	102	2024-05-12 05:58	2024-05-13 18:13	N	Shore Power	No exception was used	3902.00	3969.00	2024-05-12 06:50	2024-05-13 17:20
244	YM Ubiquity	9462706	Container	Tier II	Los Angeles	WBCT	100	2024-05-13 06:05	2024-05-17 03:57	N	Shore Power	No exception was used	2999.00	3103.00	2024-05-13 07:30	2024-05-17 02:45
245	MSC Sara Elena	9702261	Container	Tier II	Los Angeles	WBCT	102	2024-05-15 06:08	2024-05-16 05:13	N	Shore Power	No exception was used	3969.00	4008.00	2024-05-15 07:01	2024-05-16 04:10
247	Parkgracht	9424546	Bulk		Los Angeles	WBCT	102	2024-05-18 21:55	2024-05-21 20:03	N	Not Applicable	(b) Bulk and General Cargo				
248	MSC Amalfi	9605279	Container	Tier II	Los Angeles	WBCT	100	2024-05-19 06:06	2024-05-21 04:18	N	Shore Power	No exception was used	3106.00	3178.00	2024-05-19 06:54	2024-05-21 03:18
248	MSC Jeongmin	9720471	Container	Tier II	Los Angeles	WBCT	100	2024-05-21 16:48	2024-05-23 16:48	N	Shore Power	No exception was used	3178.00	3222.00	2024-05-21 18:32	2024-05-23 07:30
249	YM Upward	9337468	Container	Tier II	Los Angeles	WBCT	102	2024-05-22 06:15	2024-05-26 04:23	N	Shore Power	No exception was used	4008.00	4114.00	2024-05-22 07:13	2024-05-26 03:50
251	MSC Elodie	9704972	Container	Tier II	Los Angeles	WBCT	100	2024-05-26 06:40	2024-05-27 04:32	N	Shore Power	No exception was used	3222.00	3262.00	2024-05-26 07:18	2024-05-27 03:18
252	Prinsengracht	9448372	Bulk		Los Angeles	WBCT	102	2024-05-26 05:45	2024-05-27 08:11	N	Not Applicable	(b) Bulk and General Cargo				
253	MSC Brunella	9702106	Container	Tier II	Los Angeles	WBCT	100	2024-05-29 02:56	2024-05-30 04:15	N	Shore Power	No exception was used	3262.00	3305.00	2024-05-29 03:45	2024-05-30 03:15
255	YM Unicorn	9462732	Container	Tier II	Los Angeles	WBCT	100	2024-05-31 03:35	2024-06-04 04:36	N	Shore Power	No exception was used	3305.00	3427.00	2024-05-31 06:52	2024-06-04 03:45
256	MSC Giulia	9770737	Container	Tier II	Los Angeles	WBCT	102	2024-06-05 06:08	2024-06-06 04:10	N	Shore Power	No exception was used	4114.00	4148.00	2024-06-05 06:51	2024-06-06 03:15
257	MSC Naomi	9704984	Container	Tier II	Los Angeles	WBCT	100	2024-06-06 09:06	06/07/24 18:10	N	Shore Power	No exception was used	3427.00	3487.00	2024-06-06 10:03	2024-06-07 17:19
258	YM Upsurgence	9462720	Container	Tier II	Los Angeles	WBCT	102	2024-06-07 07:15	2024-06-11 03:58	N	Shore Power	No exception was used	4148.00	4241.00	2024-06-07 08:31	2024-06-11 03:00
259	MSC Tokyo	9318046	Container	Tier I	Los Angeles	WBCT	100	2024-06-08 04:59	2024-06-12 06:12	N	Shore Power	(c) Vessel Commissioning	3487.00	3570.00	2024-06-08 10:52	2024-06-12 04:30
258	MSC Giselle	9720196	Container	Tier II	Los Angeles	WBCT	100	2024-06-12 07:40	2024-06-13 05:18	N	Shore Power	No exception was used	3570.00	3602.00	2024-06-12 08:48	2024-06-13 04:20
258	MSC Caterina	9705005	Container	Tier II	Los Angeles	WBCT	100	2024-06-13 16:14	2024-06-15 04:41	N	Shore Power	(c) Vessel Commissioning	3602.00	3686.00	2024-06-13 18:53	2024-06-15 04:00
259	YM Unanimity	9462718	Container	Tier II	Los Angeles	WBCT	102	2024-06-14 06:22	2024-06-18 05:03	N	Shore Power	No exception was used	4241.00	4333.00	2024-06-14 06:50	2024-06-18 03:50
258	MSC Julie	9704996	Container	Tier II	Los Angeles	WBCT	100	2024-06-17 05:50	2024-06-18 19:22	N	Shore Power	No exception was used	3686.00	3750.00	2024-06-17 07:10	2024-06-18 18:18
259	MSC Elodie	9704972	Container	Tier II	Los Angeles	WBCT	100	2024-06-19 16:19	2024-06-20 18:20	N	Shore Power	No exception was used	3750.00	3785.00	2024-06-19 17:30	2024-06-20 17:17
261	MSC Lily	9704960	Container	Tier II	Los Angeles	WBCT	100	2024-06-24 07:18	2024-06-25 19:59	N	Shore Power	No exception was used	3785.00	3852.00	2024-06-24 08:30	2024-06-25 19:23
262	YM Utility	93337470	Container	Tier II	Los Angeles	WBCT	102	2024-06-21 16:02	2024-06-25 17:54	N	Shore Power	No exception was used	4333.00	4437.00	2024-06-21 17:29	2024-06-25 17:05
263	MSC Naomi	9704984	Container	Tier II	Los Angeles	WBCT	100	2024-06-25 23:43	2024-06-27 05:38	N	Shore Power	No exception was used	3852.00	3897.00	2024-06-26 00:38	2024-06-27 04:25
263	YM Ubiquity	9462706	Container	Tier II	Los Angeles	WBCT	102	2024-06-28 16:26	2024-07-02 18:13	N	Shore Power	No exception was used	4437.00	4571.00	2024-06-28 17:32	2024-07-02 16:40

(2008 MMRP) MM AQ-10: Vessel Speed Reduction Program and MM BIO-2: Vessel Speed Reduction Program

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

MM AQ-10: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule:

- 2009 and thereafter: 100 percent

MM BIO-2: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: 100 percent starting in 2009.

Mitigation Implementation and Monitoring Frequency: Every six months during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

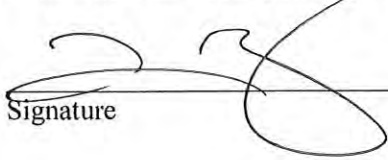
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

Signature 

7/19/2024
Date



2008 MMRP MM AQ-10 & MM BIO-2 Vessel Speed Reduction Program

Mitigation Measure:

MM AQ-10: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between

40 nm from Point Fermin and the Precautionary Area in the following implementation schedule:

- 2009 and thereafter: 100 percent

MM BIO-2: All ships calling at Berths 97-109 shall comply with the expanded VSRP of 12 knots between 40 nm from Point Fermin and the Precautionary Area in the following implementation schedule: 100 percent starting in 2009.

WBCT Statement:

1/ Please refer to the attached monthly report.

2/ Both vessel visits highlighted in the report are one time visits from ships used for delivering six (6) Paceco new transtainers and two (2) ZPMC new transtainers to WBCT.



VSR Compliance Counts Port: POLA Year: 2024 Terminal: WBCT - China Shipping Compliance Status: Included Date Between :

Activity	Port	Year	Month	Terminal	Terminal Id	Operator	Vessel Num	Vessel Name	Vessel Type	Category	20 nm			40 nm			Max	Rated	
											Yes	No	Total	Pct	Yes	No			Total
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Hansa Heavy Lift Gmbh	9448372	Hhl New York	General Cargo	General Cargo	1	0	1	100%	1	0	1	100%	17
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9695028	MSC Sofia Paz	Containership	Container9000	1	0	1	100%	1	0	1	100%	22
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9702077	Msc Meline	Containership	Container8000	1	0	1	100%	1	0	1	100%	22
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9462732	Ym Unicorn	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9702106	Msc Brunella	Containership	Container8000	2	0	2	100%	2	0	2	100%	22
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9605279	Msc Amalfi	Containership	Container9000	1	0	1	100%	1	0	1	100%	22.2
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9702261	Msc Sara Elena	Containership	Container8000	1	0	1	100%	1	0	1	100%	22
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9702077	Msc Meline	Containership	Container8000	1	0	1	100%	1	0	1	100%	22
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9704972	Msc Elodie	Containership	Container8000	1	0	1	100%	1	0	1	100%	22
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9702106	Msc Brunella	Containership	Container8000	2	0	2	100%	2	0	2	100%	22
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9720471	Msc Jeongmin	Containership	Container9000	1	0	1	100%	1	0	1	100%	23.8
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9704972	Msc Elodie	Containership	Container8000	1	0	1	100%	1	0	1	100%	22
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9770737	Msc Giulia	Containership	Container9000	1	0	1	100%	1	0	1	100%	22.2
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9720471	Msc Jeongmin	Containership	Container9000	1	0	1	100%	1	0	1	100%	23.8
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9770737	Msc Giulia	Containership	Container9000	1	0	1	100%	1	0	1	100%	22.2
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9309447	Msc Rania	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9337468	Ym Upward	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9337470	Ym Utility	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9309447	Msc Rania	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	Hansa Heavy Lift Gmbh	9424546	Hhl Rio De Janeiro	General Cargo	General Cargo	0	1	1	0%	0	1	1	0%	17
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9337468	Ym Upward	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	Hansa Heavy Lift Gmbh	9448372	Hhl New York	General Cargo	General Cargo	1	0	1	100%	1	0	1	100%	17
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9337470	Ym Utility	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	Container8000	1	0	1	100%	1	0	1	100%	25.6
Arrival	POLA	2024	May	WBCT - China Shipping	LAC050	Hansa Heavy Lift Gmbh	9424546	Hhl Rio De Janeiro	General Cargo	General Cargo	1	0	1	100%	0	1	1	0%	17
Departure	POLA	2024	May	WBCT - China Shipping	LAC050	MSC Mediterranean Shipping Co	9605279	Msc Amalfi	Containership	Container9000	1	0	1	100%	1	0	1	100%	22.2
											28	1	29	97%	27	2	29	93%	22.58

(2008 MMRP) MM AQ-11: Low-Sulfur Fuel

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

All ships (100 percent) calling at Berth 97-109 shall use low-sulfur fuel (maximum sulfur content of 0.2 percent) in auxiliary engines, main engines, and boilers within 40 nm of Point Fermin (including hoteling for non-AMP ships) beginning on Day 1 of operation. Ships with mono-tank systems or having technical issues prohibiting use of low-sulfur fuel would be exempt from this requirement. The tenant shall notify the Port of such vessels prior to arrival and shall make every effort to retrofit such ships within 1 year. The following annual participation rates were assumed in the air quality:

- 2009 and thereafter: 30 percent of auxiliary engines, main engines, and boilers
- 2010: 50 percent of auxiliary engines, main engines, and boilers
- 2013 and thereafter: 100 percent of auxiliary engines, main engines, and boilers

Mitigation Implementation and Monitoring Frequency: As required by the California Air Resources Board (CARB's) Ocean-Going Vessel (OGV) Fuel Regulation, as of July 1, 2009, all vessels are required to use low-sulfur fuel (0.5% max sulfur content) in their main engines, auxiliary engines and boilers within 24 nm of the coastline. In 2015, the allowable sulfur standard was reduced to 0.1% by the International Maritime Organization (IMO) for the North American Emission Control Area (ECA) that includes 200 nautical miles from the coasts of the United States. While the fuel sulfur limits under the CARB OGV Fuel Regulation and the ECA Regulation are now the same (0.1% sulfur), there are provisions in the ECA Regulation that are different from the CARB OGV Fuel Regulation as follows: 1) The ECA is 200 nautical miles from the California shoreline and the United States Coast Guard (USCG) has primary authority for enforcement, while the CARB OGV Fuel Regulation is 24 nautical miles and is enforced by CARB; 2) The ECA Regulation allows alternative emissions control technologies such as "scrubbers" to be used, while the CARB OGV Fuel Regulation does not allow compliance via scrubbers; and 3) The ECA Regulation requires that a fuel meet the specified percent sulfur requirements (example: ultra-low sulfur fuel oil, ULSFO), while the CARB OGV Fuel Regulation requires that the fuel also meet the specifications for distillate grades (marine gas oil or marine diesel oil).

Mitigation/Reporting Requirement: The measure has been superseded by state regulation and IMO fuel requirements for the North American ECA. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with rules and regulations, which shall be made available to the LAHD upon request for inspection or to perform an audit.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

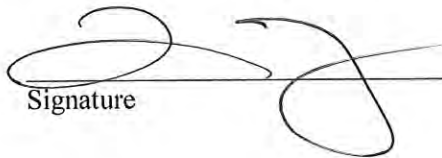
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2008 MMRP MM AQ-11 Low-Sulfur Fuel

Mitigation Measure:

All ships (100 percent) calling at Berth 97-109 shall use low-sulfur fuel (maximum sulfur content of 0.2 percent) in auxiliary engines, main engines, and boilers within 40 nm of Point Fermin (including hoteling for non-AMP ships) beginning on Day 1 of operation. Ships with mono-tank systems or having technical issues prohibiting use of low-sulfur fuel would be exempt from this requirement. The tenant shall notify the Port of such vessels prior to arrival and shall make every effort to retrofit such ships within 1 year. The following annual participation rates were assumed in the air quality:

- 2009 and thereafter: 30 percent of auxiliary engines, main engines, and boilers
- 2010: 50 percent of auxiliary engines, main engines, and boilers
- 2013 and thereafter: 100 percent of auxiliary engines, main engines, and boilers

WBCT Statement:

The measure has been superseded by state regulation and IMO fuel requirements for the North American ECA. No further monitoring of this measure is required by the Tenant.

(2008 MMRP) MM AQ-12: Slide Valve

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

Ships calling at Berths 97-109 shall be equipped with slide valves or equivalent on main engines in the following percentages:

- 2009: 25 percent
- 2010: 50 percent
- 2012: 75 percent
- 2014 and thereafter: 100 percent

Mitigation Implementation and Monitoring Frequency: Only vessels with main engines manufactured by MAN-B&W are equipped with slide valves as documented in a service letter issued by MAN B&W Diesel A/S dated June 2002. Although MAN-B&W introduced slide valves in early 2000, this technology was not used until 2004 when slide valves became more common on vessels with a keel laid date of 2004 or later. In order to implement this measure, the Tenant shall monitor only vessels with engines manufactured by MAN-B&W with a keel laid date of 2004 or newer and shall submit a log of all vessels visits every six months during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

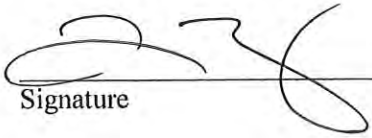
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2008 MMRP MM AQ-12 Slide Valve

Mitigation Measure:

Ships calling at Berths 97-109 shall be equipped with slide valves or equivalent on main engines in the following percentages:

- 2009: 25 percent
- 2010: 50 percent
- 2012: 75 percent
- 2014 and thereafter: 100 percent

WBCT Statement:

1/ Please refer to the attached monthly report.

2/ Both vessel visits highlighted in the report are one-time visits for delivering six (6) Paceco new transtainers and two (2) ZPMC new transtainers to WBCT. The vessel types are “general cargo” with MAN engines that are not capable of being equipped with slide valves or equivalent. Only vessels with MAN B&W engines are equipped with slide valves.



Vessel Main Engine Summary - Vessel Main Engine Summary - Vessel Main Engine Summary

Align: Center Layout: Report Orientation: Landscape Terminal: WBCT - China Shipping Year: 2024 Port: POLA

IMO#	Name	VT	Operator	Engine Manufacturer	Engine Model	Slide Valve	Tier Level	Keel Laid Date	Year Of Build
9448372	Hhl New York	General Cargo	Hansa Heavy Lift Gmbh	MAN	7L58/64CD	No	I	10/28/2010	2011
9424546	Hhl Rio De Janeiro	General Cargo	Hansa Heavy Lift Gmbh	MAN	7L58/64	No	I	3/2/2009	2009
9605279	Msc Amalfi	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C9	Yes	II	4/15/2013	2014
9702106	Msc Brunella	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/20/2014	2015
9704972	Msc Elodie	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	7/28/2014	2015
9770737	Msc Giulia	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	5/20/2015	2017
9720471	Msc Jeongmin	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	11/20/2014	2016
9702077	Msc Meline	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/20/2014	2015
9309447	Msc Rania	Containership	MSC Mediterranean Shipping Co	MAN-B&W	12K98MC-C	Yes	I	6/20/2005	2005
9702261	Msc Sara Elena	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/23/2014	2015
9695028	MSC Sofia Paz	Containership	MSC Mediterranean Shipping Co	Wartsila	9X82	No	II	3/3/2014	2014
9462706	Ym Ubiquity	Containership	Yang Ming Marine Transport	MAN-B&W	12K98ME	Yes	II	11/11/2011	2012
9462732	Ym Unicorn	Containership	Yang Ming Marine Transport	MAN-B&W	12K98ME	Yes	II	12/27/2011	2013
9337468	Ym Upward	Containership	Yang Ming Marine Transport	MAN-B&W	12K98MC	Yes	I	1/30/2008	2008
9337470	Ym Utility	Containership	Yang Ming Marine Transport	MAN-B&W	12K98MC	Yes	I	4/23/2008	2009

(2008 MMRP) MM AQ-13: Reroute Cleaner Ships

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

When scheduling vessels for service to the Port of Los Angeles, Tenant shall ensure that 75 percent of all ship calls to the Berth 97-109 Terminal meet IMO MARPOL Annex VI NO_x emissions limits for Category 3 engines.

Mitigation Implementation and Monitoring Frequency: There are three tiers of IMO MARPOL Annex VI NO_x emission limits for category 3 marine engines: Tier 1 became effective in 2000 (applies to vessel engines with keel laid dates of 2000 to 2010); Tier 2 became effective in 2011 (applies to vessel engines with keel laid dates of 2011 to 2015); and Tier 3 became effective in 2016 in the North American Emission Control Area. The Tenant shall monitor these vessel categories and shall submit a log of all vessels visits every six months during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

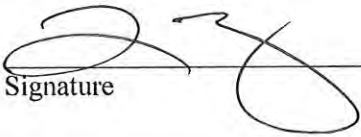
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2008 MMRP MM AQ-13 Reroute Cleaner Ships

Mitigation Measure:

When scheduling vessels for service to the Port of Los Angeles, Tenant shall ensure that 75 percent of all ship calls to the Berth 97-109 Terminal meet IMO MARPOL Annex VI NOX emissions limits for Category 3 engines.

WBCT Statement:

1/ Please refer to the attached monthly report.



Vessel Main Engine Summary - Vessel Main Engine Summary - Vessel Main Engine Summary

Align: Center Layout: Report Orientation: Landscape Terminal: WBCT - China Shipping Year: 2024 Port: POLA

IMO#	Name	VT	Operator	Engine Manufacturer	Engine Model	Slide Valve	Tier Level	Keel Laid Date	Year Of Build
9448372	Hhl New York	General Cargo	Hansa Heavy Lift Gmbh	MAN	7L58/64CD	No	I	10/28/2010	2011
9424546	Hhl Rio De Janeiro	General Cargo	Hansa Heavy Lift Gmbh	MAN	7L58/64	No	I	3/2/2009	2009
9605279	Msc Amalfi	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C9	Yes	II	4/15/2013	2014
9702106	Msc Brunella	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/20/2014	2015
9704972	Msc Elodie	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	7/28/2014	2015
9770737	Msc Giulia	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	5/20/2015	2017
9720471	Msc Jeongmin	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	11/20/2014	2016
9702077	Msc Meline	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/20/2014	2015
9309447	Msc Rania	Containership	MSC Mediterranean Shipping Co	MAN-B&W	12K98MC-C	Yes	I	6/20/2005	2005
9702261	Msc Sara Elena	Containership	MSC Mediterranean Shipping Co	MAN-B&W	9S90ME-C10	Yes	II	6/23/2014	2015
9695028	MSC Sofia Paz	Containership	MSC Mediterranean Shipping Co	Wartsila	9X82	No	II	3/3/2014	2014
9462706	Ym Ubiquity	Containership	Yang Ming Marine Transport	MAN-B&W	12K98ME	Yes	II	11/11/2011	2012
9462732	Ym Unicorn	Containership	Yang Ming Marine Transport	MAN-B&W	12K98ME	Yes	II	12/27/2011	2013
9337468	Ym Upward	Containership	Yang Ming Marine Transport	MAN-B&W	12K98MC	Yes	I	1/30/2008	2008
9337470	Ym Utility	Containership	Yang Ming Marine Transport	MAN-B&W	12K98MC	Yes	I	4/23/2008	2009

(2008 MMRP) MM AQ-14: New Vessel Build

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

The purchaser shall confer with the ship designer and engine manufacture to determine the feasibility of incorporating all emission reduction technology and/or design options and when ordering new ships bound for the Port of Los Angeles. Such technology shall be designed to reduce criteria pollutant emissions (NO_x, SO_x and PM) and GHG emission (CO, CH₄, O₃, and CFCs). Design considerations and technology shall include, but are not limited to:

1. Selective Catalytic Reduction Technology
2. Exhaust Gas Recirculation
3. In-line fuel emulsification technology
4. Diesel Particulate Filters (DPFs) or exhaust scrubbers
5. Common Rail
6. Low NO_x Burners for Boilers
7. Implement fuel economy standards by vessel class and engine
8. Diesel-electric pod propulsion systems

Mitigation Implementation and Monitoring Frequency: The Tenant shall consult and confer with ship designers and engine manufacturers to implement new technological advancements that are feasible as listed above when ordering and purchasing new vessel builds on a frequency of not less than once every six months during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

 X Yes (please sign form) _____ No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

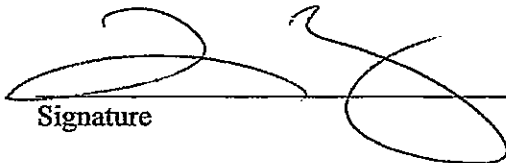
STEPS TAKEN:

PLEASE SEE ATTACHMENT.

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

QUENTIN YANG WBCT VICE PRESIDENT
Name and Title of Responsible Person


Signature

8/19/2024
Date



2008 MMRP MM AQ-14 New Vessel Build

Mitigation Measure:

The purchaser shall confer with the ship designer and engine manufacture to determine the feasibility of

incorporating all emission reduction technology and/or design options and when ordering new ships bound

for the Port of Los Angeles. Such technology shall be designed to reduce criteria pollutant emissions (NOX,

SOX and PM) and GHG emission (CO, CH4, O3, and CFCs). Design considerations and technology shall include, but are not limited to:

1. Selective Catalytic Reduction Technology
2. Exhaust Gas Recirculation
3. In-line fuel emulsification technology
4. Diesel Particulate Filters (DPFs) or exhaust scrubbers
5. Common Rail
6. Low NOX Burners for Boilers
7. Implement fuel economy standards by vessel class and engine
8. Diesel-electric pod propulsion systems

WBCT Statement:

WBCT principle shipping line operator COSCO has ordered eight (8) 16,000 TEU new vessel builds which are planned for delivery in the fleet by 2025. All of those new vessels will have methanol as a dual fuel capability (i.e., the same technology as MSK shipping line) and will support Zero emission goals at the ports of LA/LB, particularly to meet the requirement of the SHA/LA/LB Green Corridor Program.

Ordered	Name	Dely	Type	Teu	Dual Fuel	Operator
3/27/2023	order/Hull	Jun, 2025	CC/U	16000	Methanol	COSCO Shipping
3/27/2023	order/Hull	Aug, 2025	CC/U	16000	Methanol	COSCO Shipping
3/27/2023	order/Hull	Oct, 2025	CC/U	16000	Methanol	COSCO Shipping
3/27/2023	order/Hull	Dec, 2025	CC/U	16000	Methanol	COSCO Shipping
7/15/2021	order/Hull N1071	Jun, 2025	CC/U	16000	Methanol	COSCO Shipping

7/15/2021	order/Hull N1072	Aug, 2025	CC/U	16000	Methanol	COSCO Shipping
7/15/2021	order/Hull N1073	Apr, 2025	CC/U	16000	Methanol	COSCO Shipping
7/15/2021	order/Hull N1074	Dec, 2025	CC/U	16000	Methanol	COSCO Shipping

The new vessel build technology will further comply with the following:

- Selective Catalytic Reduction Technology.
- Common Rail.
- Implement fuel economy standards by vessel class and engine.

Energy Use and Emission Reduction

COSCO SHIPPING Lines has always adhered to the concept of "energy conservation, carbon reduction, and green development" and kept reducing the environmental impact and carbon emissions of business operations. CSL actively adapts to the needs of future competition, responds to global customers' green and low-carbon initiatives, conforms to the new trend of green development in container shipping, and continuously promotes the construction of a clean fuel fleet.



Use of Fuel

Fuel oil is the main energy source of the container transportation business. With the help of the advanced technology of digital shipping, CSL implements and promotes the monitoring of fuel oil use, promotes fuel-saving measures in shipping, and realizes the efficient use of fuel oil.

Energy Efficiency Improvement

CSL has established a strict daily dynamic monitoring system to improve the efficiency of fuel oil use and realize energy conservation and efficiency improvement. CSL made full use of information systems and various monitoring methods to strengthen the daily dynamic monitoring of ships, realize full coverage of ship operation monitoring, actively optimize route selection, avoid severe sea conditions, implement berthing plans, control the speed when sailing into port, and reduce fuel consumption.

COSCO SHIPPING Lines enhances the closed-loop management of fuel use

through the whole-process management of fuel oil budget (pre-control), operation monitoring (in-process monitoring), and fuel oil cost analysis (post-inspection), achieves the shift from averaging ship speed to averaging ship power by conducting a 24/7 real-time monitoring of fuel oil consumption of ships, thus reducing the instantaneous fuel consumption and carbon emissions of ships.

At the same time, in response to the IMO 2020 sulphur cap, CSL strictly abides by relevant international rules and regulations and meets the upper limit of sulfur emission set by IMO by

using low-sulfur fuel oil and installing desulfurization tower. By the end of the Reporting Period, the usage ratio of low-sulfur oil by CSL was 90%, The number of ships with desulfurization devices was 23.

CSL's container transportation business will focus on green, low-carbon and intelligent ships in future research, and strives to improve the overall technical level of the fleet. After the following technical retrofits, all the new ships of COSCO SHIPPING Lines can meet the requirements of IMO's Energy Efficiency Design Index Phase 3 (IMO EEDI PHASE III).

Energy efficiency improvement in ship design

Select the best combination of hull form, propeller, and energy-saving device that meets the needs for operational conditions through optimization, screening, and comparison test of the ship models to maximize the propulsive performance.

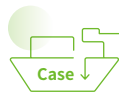
Use energy-saving devices installed before and after the propulsion system to raise propulsive efficiency and reduce fuel consumption.

Equip new ships with various energy saving and emission reduction technologies including efficient main engine, axle generator, frequency conversion control system, heating ventilation and air conditioning (HVAC) system, high voltage shore power facilities, and reserve adequate space for air lubrication systems to make it possible to upgrade and retrofit in the future.

Energy Use and Emission Reduction

Clean Fuel

In order to achieve the long-term goal of green and low-carbon transformation, CSL will vigorously promote the application of green methanol fuel in the fleet. Compared with traditional marine fuel, methanol has no nitrogen oxides, sulfur, or low particulate emissions. With the continuous establishment and improvement of the green methanol supply chain system, methanol stands out from many new energy fuels and will become the first choice for CSL to promote the construction of a new energy container fleet in the future.



Upgrade Plan for Methanol Dual-Fuel Ships in COSCO SHIPPING Lines

By the end of the Reporting Period, COSCO SHIPPING Lines had signed 5 methanol dual-fuel ships of 24,000 TEUs to follow the trend of green and low-carbon and enhance its core competitiveness.



Trials of Ships Using Biofuels in COSCO SHIPPING Lines

During the Reporting Period, COSCO SHIPPING Lines carried out the trial of biofuels. CSL selected COSCO HOUSTON as the ship to perform the trial with two batches of B20 and B24 biofuels totaling 1,400 tons. The trial showed that the use of biofuels was normal, and the carbon emission was reduced by more than 15% compared with traditional fuel oil, which accumulated usage and managerial experience for subsequent promotion.

1,400 tons

CSL selected COSCO HOUSTON as the ship to perform the trial with two batches of B20 and B24 biofuels totaling

15%

the carbon emission was reduced by more than

Promoting Shore Power

NO_x (nitrogen oxides), SO_x (sulfur oxides) and particulate matter emitted by fuel oil combustion of ships cause environmental pollution, and the generators could be turned off after the ship is docked to use shore-based power supply for electricity as an alternative. CSL actively promotes the construction and use of shore power in ships to reduce fuel consumption and exhaust emissions when the ships are docked at the port.

Using Shore Power in Ships

CSL's container transportation business has actively promoted the construction of shore power systems. During the Reporting Period, COSCO SHIPPING Lines completed the transformation of the high-voltage shore power system of 26 Chinese ships. By the end of 2022, CSL's fleet had 105 self-owned vessels equipped with the high-voltage shore power system.

105

self-owned vessels equipped with the high-voltage shore power system

Emission Reduction

COSCO SHIPPING Lines launched a carbon emission calculator in 2010, an advanced dynamic carbon emission calculation tool for customers all over the world to calculate the CO₂ emissions in their supply chains. The calculator also helps customers achieve carbon emission reduction targets in the supply chains. CSL has achieved remarkable results in reducing energy consumption and CO₂ emissions by managing and controlling fuel oil use, optimizing navigation lines, and adopting innovative energy-saving technologies. During the Reporting Period, the greenhouse gas emission of CSL's container shipping business was 15,183,844 tons.

CSL not only actively reports the CO₂ emissions in daily operations but also manages and reports the emissions of sulfur oxides and nitrogen oxides, constantly optimizing its own emission and environmental performance. COSCO SHIPPING Lines complies with the requirements of the Action Plan for Establishing Ship Emission Control Zones in China issued by the Ministry of Transport of the People's Republic of China and sets more stringent emission standards to reduce the amount of sulfur in marine fuels used for shipping.

15,183,844 tons

the greenhouse gas emission of CSL's container shipping business was

(2019 Supplemental MMRP) MM AQ-15. Yard Tractors

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

- 1) No later than one year after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2007 or older shall be replaced with alternative-fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road emission rates for other criteria pollutants.
- 2) No later than five years after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2011 or older shall be replaced with alternative fuel units that meet or are lower than a NOx emission rate of 0.02 g/bhp-hr and Tier 4 final off-road engine emission rates for other criteria pollutants.

Mitigation Implementation and Monitoring Frequency: Every six months during the term of the Permit, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division such as a detailed equipment inventory that specifies each unit's compliance with the above standards in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

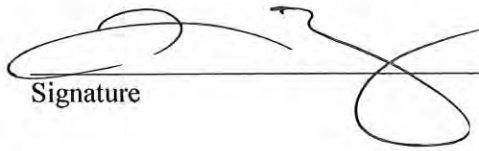
STEPS TAKEN:

Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President
Name and Title of Responsible Person


Signature

7/19/2024
Date



2019 MMRP MM AQ-15 Yard Tractor at Berth 97-109

Mitigation Measure:

- 1) No later than one year after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2007 or older shall be replaced with alternative-fuel units that meet or are lower than a NO_x emission rate of 0.02 g/bhp-hr and Tier 4 final off-road emission rates for other criteria pollutants.
- 2) No later than five years after the effective date of a new lease amendment between the Tenant and the LAHD, all LPG yard tractors of model years 2011 or older shall be replaced with alternative fuel units that meet or are lower than a NO_x emission rate of 0.02 g/bhp-hr and Tier 4 final off-road engine emission rates for other criteria pollutants.

WBCT Statement:

WBCT will comply with the measure, please refer to the attached equipment inventory and purchasing plan.

Equipment	UTL Current Inventory	Pre- 2003	2003- 2007	2008- 2011	2012- 2015	2016- 2023	Leased from WBCT	Fuel type	Total	Permit 999 (68%)	Total Compliant Year 1	Pending Purchases Year 1	Pending Purchases Year 2	Pending Purchases Year 3	Pending Purchases Year 5	Pending Purchases Year 6	Pending Purchases Year 7
Forklift to 5 tons	6		1	3		2		LPG	6	4	4	0	2	0	0	0	0
Forklift 5 tons to 18 tons	5		5					Diesel	5	3	3	0	2	1	0	0	0
Yard Hustler(UTR) - LPG	157		43	34		80		LPG	157	137	114	23	0	0	34	0	0
Yard Hustler(UTR) - Diesel	49					49		Diesel	49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Yard Hustler (UTR) - BEV	10					10		Electric	10	10	10	2	0	0	0	0	0
Top Handler	36			16	1	19		Diesel	36	24	24	0	0	0	5	0	0
RTG	22		9		5	8		Diesel	22	15	15	0	0	0	0	0	2
Personnel Vans	1		1				3	Gasoline	4	3	3	0	0	0	0	0	3
Sweeper	1					1		Diesel	1	1	1	0	0	0	0	1	0
Total	287	0	59	53	6	169	3	Total	290								

Early replacement in Year 1 through California CORE Voucher Program

Four Hybrid Paceco RTG's will be retrofitted with fuel cells for zero emission operation.

Purchase two battery electric yard tractors to meet 2008 MM AQ-17 in year 1.

Planned replacement intervals based on 2019 Mitigation Measures

(2008 MMRP) MM AQ-17: Yard Equipment at Berth 97-109 Terminal

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE: MODIFIED BY COURT DECISION

The Tenant at Berth 97-109 shall participate in a 1-year electric yard tractor [truck] pilot project. As part of the pilot project, two electric tractors will be deployed at the terminal within 1 year of lease approval. If the pilot project is successful in terms of operation, costs and availability, the tenant shall replace half of the Berth 97-109 yard tractors with electric tractors within 5 years of the feasibility determination.

Mitigation Implementation and Monitoring Frequency: The Tenant shall initiate the pilot project within one year after the effective date of the Permit, as amended, with progress reports due every six months until the pilot project is complete. The progress reports shall include, but not be limited to, information and details on the equipment and charging infrastructure procurement timeline, including order and delivery schedules; construction schedule for installing the charging infrastructure and supporting electrical work, as applicable; timeline for equipment and charging infrastructure commissioning and worker training; and testing data and information on equipment performance, maintenance, and defects/failures during the pilot test. The pilot project shall include demonstration of the equipment for a period of at least one year. Upon completion of the pilot project, a final report shall be due to the LAHD within six months, including a feasibility determination on operation, cost, and availability. If found to be feasible, the Tenant shall submit a procurement plan, equipment inventory, and schedule to the LAHD for the replacement of half (50 percent) of the yard tractors operated at Berths 97-109 within five years of the feasibility determination.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the timelines specified as follows:

- Progress reports due every six months at time of initiation and during one-year pilot project demonstration.
- Final report due within six months of pilot project completion, including feasibility determination.
- Subject to the feasibility determination, a 5-year procurement plan, equipment inventory, and schedule shall be due annually, if applicable.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

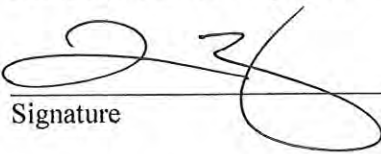
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

Signature 

7/19/2024

Date



2008 MMRP MM AQ-17 Yard Equipment Berth 97-109 Terminal

Mitigation Measure:

The Tenant at Berth 97-109 shall participate in a 1-year electric yard tractor [truck] pilot project. As part of the pilot project, two electric tractors will be deployed at the terminal within 1 year of lease approval. If the pilot project is successful in terms of operation, costs and availability, the tenant shall replace half of the Berth 97-109 yard tractors with electric tractors within 5 years of the feasibility determination.

WBCT Statement:

1/ WBCT will comply with the measure by obtaining quotes from preferred vendors that lease battery electric powered yard tractors with manufacturers. WBCT will review quotes from vendors and enter into purchase order agreements for the selected equipment.

(2008 MMRP) MM AQ-19: Clean Truck Program

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

The Tenant shall comply with the Port's Clean Truck Program. Based on participation in the Clean Truck Program, Heavy-duty diesel trucks entering the Berth 97-109 terminal shall meet the USEPA 2007 emission standards for on-road heavy-duty diesel engines (USEPA, 2001) in the following percentages:

- 2009: 50 percent USEPA 2007
- 2010: 70 percent USEPA 2007
- 2011: 90 percent USEPA 2007
- 2012: 100 percent USEPA 2007

Mitigation Implementation and Monitoring Frequency: In 2008, the Port's Clean Truck Program banned pre-1989 trucks followed by a progressive ban on all trucks that did not meet 2007 emission standards by 2012. In 2018, more stringent requirements were approved where only model year 2014 or newer are allowed to enter terminals which are tracked through the Port Drayage Truck Registry (PDTR). In addition, all drayage trucks entering port terminals must be signed up in the PDTR and comply with the California Air Resources Board's Drayage Truck Regulation as required by Port of Los Angeles Tariff No. 4 Section 20.

Mitigation/Reporting Requirement: This measure has been superseded by state regulation and the Port's latest Clean Truck Program requirements implemented under Port of Los Angeles Tariff No. 4 Section 20. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with rules and regulations, which shall be made available to the LAHD upon request for inspection or to perform an audit.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

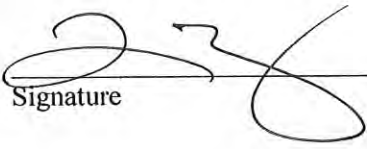
Please see attachment

COMPLIANCE VERIFICATION:

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Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

Signature 

7/19/2024

Date



2008 MMRP MM AQ-19 Clean Truck Program

Mitigation Measure:

The Tenant shall comply with the Port's Clean Truck Program. Based on participation in the Clean Truck Program, Heavy-duty diesel trucks entering the Berth 97-109 terminal shall meet the USEPA 2007 emission standards for on-road heavy-duty diesel engines (USEPA, 2001) in the following percentages:

- 2009: 50 percent USEPA 2007
- 2010: 70 percent USEPA 2007
- 2011: 90 percent USEPA 2007
- 2012: 100 percent USEPA 2007

WBCT Statement:

This measure has been superseded by state regulation and the Port's latest Clean Truck Program requirements implemented under Port of Los Angeles Tariff No. 4 Section 20. No further monitoring of this measure is required by the Tenant.

(2008 MMRP) MM AQ-21: Truck Idling Reduction Measure

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

Within 6 months of the effective date and thereafter for the remaining term of the Berth 97-109 Permit and any holdover, the Berth 97-109 terminal operator shall ensure that truck idling is reduced to less than 30 minutes in total or 10 minutes at any given time while on the Berth 97-109 terminal through measures that include, but are not limited to, the following: (1) operator shall maximize the durations when the main gates are left open, including during off-peak hours (6 pm to 7 am), (2) operator shall implement a container tracking and appointment-based truck delivery and pick-up system to minimize truck queuing (trucks lining up to enter and exit the terminal's gate), and (3) operator shall design the main entrance and exit gates to exceed the average hourly volume of trucks that enter and exit the gates (truck flow capacity) to ensure queuing is minimized.

Mitigation Implementation and Monitoring Frequency: Every six months during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

Please see attachment

COMPLIANCE VERIFICATION:

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Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



Signature

7/19/2024

Date



2008 MMRP MM AQ-21 Truck Idling Reduction Measure

Lease Measure:

Within 6 months of the effective date and thereafter for the remaining term of the Berth 97-109 Permit and any holdover, the Berth 97-109 terminal operator shall ensure that truck idling is reduced to less than 30 minutes in total or 10 minutes at any given time while on the Berth 97-109 terminal through measures that include, but are not limited to, the following: (1) operator shall maximize the durations when the main gates are left open, including during off-peak hours (6 pm to 7 am), (2) operator shall implement a container tracking and appointment-based truck delivery and pick-up system to minimize truck queuing (trucks lining up to enter and exit the terminal's gate), and (3) operator shall design the main entrance and exit gates to exceed the average hourly volume of trucks that enter and exit the gates (truck flow capacity) to ensure queuing is minimized.

WBCT Action:

1/ WBCT "flexes" the gate which means the gate opens early at 0700 daily, works until 1700 and commences for 2nd shift from 1700 to 0300. WBCT works a continuous gate and yard including lunch time to increase truck velocity and reduce wait time.

2/ WBCT has an appointment system to control the flow of truck traffic and maximize efficiency. WBCT offers appointments for certain areas of the terminal each day during working hours. WBCT can control the traffic flow by doing this. At WBCT discretion WBCT can exempt appointments to help relieve congestion, or to increase velocity both for drayage partners and terminal operations.

3/ While all trucks enter through a singular entrance, once they pass the security ID check point, they can choose any of the 16 lanes to perform their transaction. To mitigate truck congestion on exit, WBCT has 2 exits. Based on the area of the terminal the driver performs their transaction, they can exit that same side, or decide to exit the other side if the waiting period is too long.

(2008 MMRP) MM AQ-23 and AQ-26: Compact Fluorescent Light Bulbs

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURES:

MM AQ-23: All interior terminal building lighting shall use compact fluorescent light bulbs and the tenant shall maintain and replace all compact fluorescent bulbs.

MM AQ-23: All interior terminal building lighting shall use compact fluorescent light bulbs. Fluorescent light bulbs produce less waste heat and use substantially less electricity than incandescent light bulbs.

Initial bulbs will be supplied by the LAHD. China Shipping shall be responsible for replacing such bulbs in kind.

Mitigation Implementation and Monitoring Frequency: These measures have been superseded by the Energy Independence and Security Act of 2007 that mandated an eventual ban on the sale of light bulbs, including compact fluorescent light bulbs that do not meet a new minimum efficiency standard of 45 lumens per watt nationally by 2020, or by 2018 in California. Furthermore, California Assembly Bill AB 2208, signed into law in September 2022, bans the sale and distribution of fluorescent bulbs in California starting on January 1, 2024.

Mitigation/Reporting Requirement: These measures have been superseded by federal and state regulations. No further monitoring of these measures is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with federal and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.

COMPLIANCE STATUS:

Has compliance with the above mitigation measures been met?

Yes (please sign form) No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

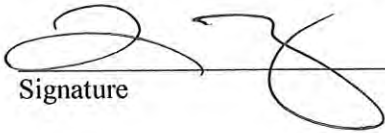
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



Signature

7/19/2024

Date



2008 MMRP MM AQ-23 & MM AQ-26 Compact Fluorescent Light Bulbs

Mitigation Measure:

MM AQ-23: All interior terminal building lighting shall use compact fluorescent light bulbs and the tenant shall maintain and replace all compact fluorescent bulbs.

MM AQ-26: All interior terminal building lighting shall use compact fluorescent light bulbs. Fluorescent light bulbs produce less waste heat and use substantially less electricity than incandescent light bulbs.

Initial bulbs will be supplied by the LAHD. China Shipping shall be responsible for replacing such bulbs in kind.

WBCT Statement:

These measures have been completed. All interior lighting in buildings were converted to LED lighting in 2021. See attached letter of completion from LADWP. No further monitoring of these measures is required by the Tenant.



**Los Angeles
Department of
Water & Power**

CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad
Mel Levine
Nicole Neeman Brady
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

August 10, 2021

West Basin Container Terminal LLC
Attn: Alan Powell
111 W. Ocean Bl., Suite 1610
Long Beach, CA 90802

Re: CLIP16277276749

Dear Mr. Alan Powell:

Thank you for your participation in Los Angeles Department of Water and Power's Commercial Lighting Incentive Program (CLIP) for the lighting retrofit completed at 100 Berth (Phase 2). Please find the incentive check in the amount of \$113,710.13

The newly installed energy efficient products positively impact our environment.

Total kWh Saved	
496,148.646	
Which is equivalent to:	
83	Homes Served for (1) Year
37	Automobiles not driven for a year

Should you have any questions, feel free to contact CLIP at (213) 367-2606.

Sincerely,

Ross Lawrence
Program Manager
Los Angeles Department of Water and Power
Efficiency Solutions

China Shipping LED Lights with ROAM Controls

Investment Summary Analysis

- 358 LED Lights - \$626,500 (Labor, Mat'ls. & Crane Equip.)
- ROAM Controls - \$60,000
- Total Investment - \$686,500
- Less LADWP Rebate - \$206,981
- Net Investment - \$479,519
- Annual Energy Savings-\$148,767*
- Annual Maintenance Savings - \$26,022
- Total Annual Savings - \$174,789

Investment Payback – 2.74 yrs./36.5 % ROI

*Conservative 15% added Energy savings with ROAM controls

China Shipping LED Lights without ROAM Controls

Investment Summary Analysis

- 358 LED Lights - \$626,500 (Labor, Mat'ls. & Crane Equip.)
- ROAM Controls-\$0
- Total - \$626,500
- Less LADWP Rebate- \$206,981
- Net Investment - \$419,519
- Annual Energy Savings - \$129,363
- Annual HPS Maintenance Savings - \$26,022
- Total Annual Savings - \$155,385

Investment Payback – 2.7 yrs./37 % ROI

Project Name: China Shipping, HMLED3 PK3 50K AW
 Prepared By: Jun Apolinario

	Existing System (HID)					New System (LED)			
	Type A	Type B	Type C	Total		Type A	Type B	Type C	Total
Catalog #	1000W HPS				Catalog #	HMLED3 PK3 50K AW			
Luminaire Type	High mast				Luminaire Type	LED High mast			
Cost/Luminaire	\$0.00				Cost/Luminaire	\$1,450.00			
Rebate	\$0.00				Rebate	\$578.00			
# of Luminaires	358				# of Luminaires	358			
Total Acquisition Cost	\$0	\$0	\$0	\$0	Total Acquisition Cost	\$312,176	\$0	\$0	\$312,176
Operating Characteristics					Operating Characteristics				
Input Watts/Luminaire	1080				Input Watts/Luminaire	480			
					% of time in dim mode	0%			
					dim level	0%			
Cost of Electricity (\$/kwh)	\$0.150				Cost of Electricity (\$/kwh)	\$0.150			
Annual Operating Hours	4,015				Annual Operating Hours	4,015			
Annual Energy Cost	\$232,854	\$0	\$0	\$232,854	Annual Energy Cost	\$103,491	\$0	\$0	\$103,491
Maintenance Inputs					Maintenance Inputs				
Installation Labor Cost per Luminaire	\$0				Installation Labor Cost per Luminaire	\$300			
Lamp Life (For LED L70 @ 25 C)	24,000				Lamp Life (For LED L70 @ 25 C)	100,000			
Replacement Lamp (light engine) Cost	\$100.00				Replacement Lamp (light engine) Cost	\$75.00			
Replacement Labor Cost per Lamp (include lift, truck etc)	\$200.00				Replacement Labor Cost per Lamp (include lift, truck etc)	\$200.00			
Ballast / Driver Life	50,000				Ballast / Driver Life	100,000			
Replacement Ballast/Driver Cost	\$85.00				Replacement Ballast/Driver Cost	\$75.00			
Labor Cost to replace Ballast / Driver (include lift, truck etc)	\$200.00				Labor Cost to replace Ballast / Driver (include lift, truck etc)	\$200.00			
					Assume % fail early	1.0%			

MAINTENANCE

Adjusted Wattage for dimming 480 0 0

HID Maintenance Costs Per Fixture

	A	B	C
HID Lamp Hours	24,000	0	0
HID Lamp Cost	\$100.00	\$0.00	\$0.00
LED System Hours	100,000	0	0
LED System Years	24.9	0.0	0.0
# of Lamp Changes	4.2	-	-
Cost per Lamp Change	\$300.00	\$0.00	\$0.00
Total Lamp Change Cost	\$1,250.00	\$0.00	\$0.00
Ballast Cost	\$85.00	\$0.00	\$0.00
Cost per Ballast Change	\$285.00	\$0.00	\$0.00
# of ballast changes	2	0	0
Total Ballast Change Cost	\$570.00	\$0.00	\$0.00
Total Maintenance Cost:	\$1,820.00	\$0.00	\$0.00
Annual average Per fixture	\$73.07	\$0.00	\$0.00

NEW SYSTEM INSTALL

	A	B	C
Labor	\$107,400	\$0	\$0
fixtures	\$312,176	\$0	\$0
Total	\$419,576	\$0	\$0

TOTAL INSTALL COST \$419,576

FINAL PAYBACK 2.7 0.0 0.0

LED Maintenance Cost

	A	B	C
Cost Per Driver Change	275	0	0
# Driver replacements over life	1	0	0
Total Driver replacement Costs	\$275	\$0	\$0
Annual Driver Average per fixture (after 10yr threshold)	\$18	\$0	\$0
Cost Per LED Replacement	\$275.00	\$0.00	\$0.00
Total # of premature failures for LED	3.58	0	0
Total Cost of system to premature LED failure over 26 yrs	\$985	\$0	\$0
Annual Cost per fixture annual	\$0.11	\$0.00	\$0.00
Total # of premature driver failures	3.58	0	0
Total Cost system premature driver failures	\$985	\$0	\$0
Annual Driver Cost per fixture first 10 years	\$0.28	\$0.00	\$0.00
Annual Cost per fixture first 10 years	\$0.39	\$0.00	\$0.00
Annual Cost per fixture after 10 years	\$18.56	\$0.00	\$0.00
Life left after 10 years	14.91		

Project Name:
Prepared By:

China Shipping, HMLED3 PK3 50K AW
Jun Apolinario

Evaluation:	A	B	C	Totals:
Initial Investment	\$419,576	\$0	\$0	\$419,576
KW Reduction	214.8	0	0	214.8
Annual Energy Cost Savings	\$129,363	\$0	\$0	\$129,363
Maintenance Calculations:				
Existing Maintenance Costs	\$26,160	\$0	\$0	\$26,160
Annual Maintenance Cost LED first 10 years	\$137.98	\$0.00	\$0.00	\$138
Annual Maintenance Cost LED after 10 years	\$6,643.98	\$0.00	\$0.00	
Annual Maintenance Cost Savings first 10 years	\$26,022.16	\$0.00	\$0.00	\$26,022
Annual maintenance Cost Savings after 10 years	\$19,516.15	\$0.00	\$0.00	\$19,516
System Life	24.9	0.0	0.0	24.9
Simple Payback in Years	2.7	0.0	0.0	2.7

Lease Term Options:	5 Years	6 Years	7 Years	8 Years
Monthly Lease Payment	\$8,224	\$7,091	\$6,298	\$5,706.23
Monthly Energy Savings	\$10,780	\$10,780	\$10,780	\$10,780
Monthly Maintenance Savings	\$2,169	\$2,169	\$2,169	\$2,169
Monthly Savings	\$4,725.10	\$5,858	\$6,651	\$7,243
Annual Positive Cash Flow	\$56,701	\$70,295	\$79,811	\$86,911



experience
lighting's
best.

Months	Lease Rate Factor
120	0.0117
108	0.01253
96	0.0136
84	0.01501
72	0.0169
60	0.0196

(2008 MMRP) MM AQ-27: Energy Audit

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

The Tenant shall conduct a third party energy audit every five years and install innovative power saving technology where feasible, such as power factor correction systems and lighting power regulators. Such systems help to maximize usable electric current and eliminate wasted electricity, thereby lowering overall electricity use.

Mitigation Implementation and Monitoring Frequency: Every five years during the term of the Permit as amended, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

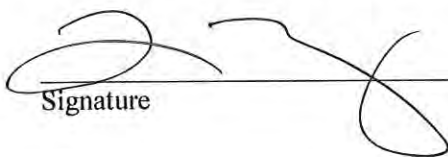
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2008 MMRP MM AQ-27 Energy Audit

Mitigation Measure:

The Tenant shall conduct a third party energy audit every five years and install innovative power saving technology where feasible, such as power factor correction systems and lighting power regulators. Such systems help to maximize usable electric current and eliminate wasted electricity, thereby lowering overall electricity use.

WBCT Statement:

1/ WBCT will comply with the measure within the next five years and will select a preferred vendor to conduct the energy audit.

(2008 MMRP) MM AQ-29: Recycling

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

The terminal buildings shall achieve a minimum of 40 percent recycling by 2012 and 60 percent recycling by 2015. Recycled materials shall include:

- White and colored paper
- Post-it notes
- Magazines
- Newspaper
- File folders
- All envelopes including those with plastic windows
- All cardboard boxes and cartons
- All metal and aluminum cans
- Glass bottles and jars
- All plastic bottles

Mitigation Implementation and Monitoring Frequency: The California Integrated Waste Management Act (AB 939) made all California cities, counties, and approved regional solid waste management agencies responsible for enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year with a statewide goal of 75% by 2020. The City of Los Angeles Zero Waste Program ordinance adopted in 2014 establishes more aggressive recycling rates for commercial and industrial businesses with a 70% diversion rate by 2013, 90% by 2025 and 100% by 2030. This measure has been superseded by local and state requirements.

Mitigation/Reporting Requirement: This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with local and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next section and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

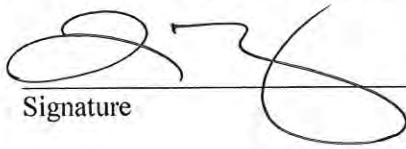
Please see attachment

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Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2008 MMRP MM AQ-29 Recycling

Mitigation Measure:

The terminal buildings shall achieve a minimum of 40 percent recycling by 2012 and 60 percent recycling by 2015. Recycled materials shall include:

- White and colored paper
- Post-it notes
- Magazines
- Newspaper
- File folders
- All envelopes including those with plastic windows
- All cardboard boxes and cartons
- All metal and aluminum cans
- Glass bottles and jars
- All plastic bottles

WBCT Statement:

WBCT will comply with the measure, please refer to the attached certificate of destruction from our recycling service provider. This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant.

CERTIFICATE OF DESTRUCTION

December 7, 2023,

On May 12, 2023, Corridor Recycling received a load of mixed paper to be shredded from Waste Management Long Beach located at 1970 E. 213th Street in Long Beach, CA 90810, on behalf of WBCT Ports America Vessel. The material was tracked by weight ticket 382374.

- 382374
 - 13,020lbs. of mixed paper

This is to certify that all the materials, a total of 13,020lbs. was destroyed. All material is handled in a confidential manner.



Steve Noh
Corridor Recycling

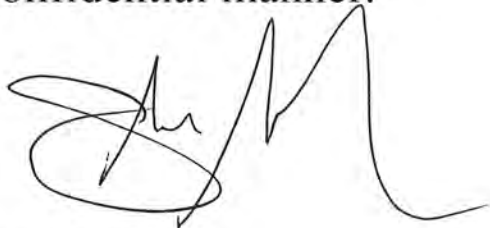
CERTIFICATE OF DESTRUCTION

February 27, 2024,

On February 23, 2024, Corridor Recycling received a load of paper material to be shredded from Waste Management Long Beach located at 1970 E. 213th Street in Long Beach, CA 90810, on behalf of WBCT Ports America Vessel. The material was tracked by weight ticket 392030.

- 392030
 - 5,260lbs. of mixed paper

This is to certify that all the materials, a total of 5,260lbs. of paper was shredded. All material is handled in a confidential manner.



Steve Noh
Corridor Recycling

(2008 MMRP) LM AQ-22: Periodic Review of New Technology and Regulations

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

The Port shall require the Berth 97-109 tenant to review, in terms of feasibility, any Port-identified or other new emissions-reduction technology, and report to the Port. Such technology feasibility reviews shall take place at the time of the Port's consideration of any lease amendment or facility modification for the Berth 97 109 property. If the technology is determined by the Port to be feasible in terms of cost, technical and operational feasibility, the tenant shall work with the Port to implement such technology.

Potential technologies that may further reduce emission and/or result in cost-savings benefits for the tenant may be identified through future work on the CAAP. Over the course of the lease, the tenant and the Port shall work together to identify potential new technology. Such technology shall be studied for feasibility, in terms of cost, technical and operational feasibility.

As partial consideration for the Port agreement to issue the permit to the tenant, the tenant shall implement not less frequently than once every 7 years following the effective date of the permit, new air quality technological advancements, subject to mutual agreement on operational feasibility and cost sharing, which shall not be unreasonably withheld.

Implementation and Monitoring Frequency: Every seven years during the term of the Permit as amended, including during any holdover, or at the time of the LAHD's consideration of any lease amendment or facility modification for the Berth 97-109 terminal property.

Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division in accordance with the timeline specified above.

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

 X Yes (please sign form) _____ No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

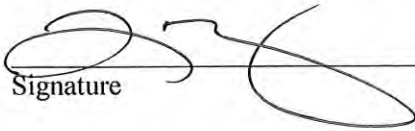
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

Signature 

7/19/2024

Date



2008 MMRP LM AQ-22 Periodic Review of New Technology and Regulations

Lease Measure:

The Port shall require the Berth 97-109 tenant to review, in terms of feasibility, any Port-identified or other new emissions-reduction technology, and report to the Port. Such technology feasibility reviews shall take place at the time of the Port's consideration of any lease amendment or facility modification for the Berth 97-109 property. If the technology is determined by the Port to be feasible in terms of cost, technical and operational feasibility, the tenant shall work with the Port to implement such technology.

Potential technologies that may further reduce emission and/or result in cost-savings benefits for the tenant may be identified through future work on the CAAP. Over the course of the lease, the tenant and the Port shall work together to identify potential new technology. Such technology shall be studied for feasibility, in terms of cost, technical and operational feasibility.

As partial consideration for the Port agreement to issue the permit to the tenant, the tenant shall implement not less frequently than once every 7 years following the effective date of the permit, new air quality technological advancements, subject to mutual agreement on operational feasibility and cost sharing, which shall not be unreasonably withheld.

WBCT Action:

WBCT will begin investigating the feasibility of various cargo handling equipment technologies to transition to zero emissions as follows:

- Battery electric yard tractors instead of near zero emission alternative fuel units which are required in the 2019 MM AQ-17.
- Battery electric 18 ton forklifts instead of Tier 4 Final diesel units which are required in the 2019 MM AQ-17.
- Battery electric top handlers instead of Tier 4 Final diesel units which are required in the 2019 MM AQ-17.
- Hydrogen fuel cells for RTG's instead of full electric or Tier 4 Final diesel hybrid units which are required in the 2019 MM AQ-17
- Hydrogen fuel cell street sweeper instead of near zero emission alternative fuel units which are required in the 2019 MM AQ-17.

(2008 MMRP) LM AQ-24: General Mitigation Measure

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

For any of the above mitigation measures (MM AQ-9 through AQ-21), if any kind of technology becomes available and is shown to be as good or as better in terms of emissions reduction performance than the existing measure, the technology could replace the existing measure pending approval by the Port of Los Angeles. The technology's emissions reductions must be verifiable through USEPA, CARB, or other reputable certification and/or demonstration studies to the Port's satisfaction.

Implementation and Monitoring Frequency: During the term of the Permit as amended, including during any holdover.

Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division at the time of requesting substitution of a mitigation measure (MM AQ-9 through AQ-21), which shall be subject to approval by the LAHD.

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

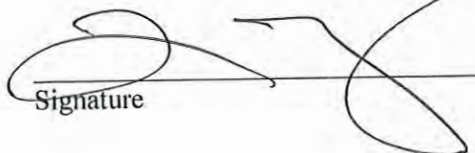
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



7/19/24

Date



2008 MMRP MM AQ-24 General Mitigation Measure

Mitigation Measure:

For any of the above mitigation measures (MM AQ-9 through AQ-21), if any kind of technology becomes available and is shown to be as good or as better in terms of emissions reduction performance than the existing measure, the technology could replace the existing measure pending approval by the Port of Los Angeles. The technology's emissions reductions must be verifiable through USEPA, CARB, or other reputable certification and/or demonstration studies to the Port's satisfaction.

WBCT Statement:

1/ WBCT will comply with the measure.

(2008 MMRP) MM GEO-1: Emergency Response Planning

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

The terminal operator shall work with Port engineers and Port police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures shall include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.

Mitigation Implementation and Monitoring Frequency: Within one year after the effective date of the Permit, as amended, and annually thereafter.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

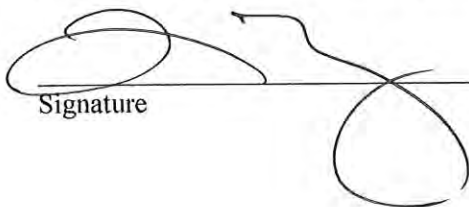
Please see attachment

COMPLIANCE VERIFICATION:

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Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024
Date



2008 MMRP MM GEO-1 Emergency Response Planning

Mitigation Measure:

The terminal operator shall work with Port engineers and Port police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures shall include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.

WBCT Statement:

1/ Please refer to the attached contingency and emergency evacuation plan.

West Basin Container Terminal
2050 John S. Gibson Blvd.
Berth LA 126
San Pedro, CA 90731



Work Instructions
Terminal (All Depts.)

Page: 1-6
Issue Number: 5
Revision Date: 06.12.24

Work Instructions
Contingency Plan & Evacuation Procedure

West Basin Container Terminal
Contingency and Emergency Evacuation Plan

A. FACILITY NAME:

- WEST BASIN CONTAINER TERMINAL

B. GEOGRAPHIC LOCATION:

- 2050 JOHN S. GIBSON BLVD.
SAN PEDRO, CA 90731
BERTH 100-131 (Port of Los Angeles)

C. PHYSICAL DESCRIPTION:

- WBCT is located in San Pedro, California, in the Port of Los Angeles. This site covers approximately 305 acres of land, one office building, one maintenance and repair shop, two ship-side offices, one rail trailer, one gate trailer, fifteen (15) hammerhead cranes and various other pieces of equipment.

D. SAFE SITES:

- PRIMARY: EMPLOYEE EQUIPMENT CORRALS/PARKING LOTS (ASSEMBLY AREAS)
- SECONDARY: HL131 GATE TO TRAPAC (ALTERNATE – AS NEEDED)

NOTE: WBCT management to communicate emergency exit needs with TRAPAC prior to using secondary location.

E. EQUIPMENT:

- Fire hydrant, extinguishers and water sprinkler connections are located in the terminal as noted on facility site maps. There are portable first aid stations and stokes baskets located on the high line near the pier face for each vessel working.
- Portable eye wash stations and AED are located on the terminal where first aid is available and noted on the facility site maps.
- Wind socks are placed at various locations and elevations throughout the terminal to indicate wind direction and assist in determining the best options for evacuation.

West Basin Container Terminal
2050 John S. Gibson Blvd.
Berth LA 126
San Pedro, CA 90731



Work Instructions Terminal (All Depts.)

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Work Instructions

Contingency Plan & Evacuation Procedure

F. PERSONNEL RESPONSIBILITIES

A) PRIMARY RESPONDER

- Typically the most senior management staff on the terminal will assume command of the situation.
- Coordinating response and evacuation actions:
 1. Ensure personnel are alerted to the threat using all means available (ie. Email, two-way radio, cell phone)
 2. Radio channels for specific operations to be used for command and control:
 - Security: Zone – All / Channel - 1
 - Terminal/CY: Zone – 1, 2, 3, 4 & 5 / Channel - 3
 - Rail: Zone – 13 / Channel - 6
 - Vessel Berth 100: Zone - 9 / Channel – 4
 - Vessel Berth 102: Zone 10 / Channel - 5
 - Vessel Berth 121: Zone – 6 / Channel - 4
 - Vessel Berth 126: Zone – 7 / Channel - 4
 - M&R Shop: Zone – 1 / Channel – 6
 - Power Shop: Zone – 1 / Channel - 2
 - PCMC Berth 121-126: Zone – 6 & 7 / Channel – 16
 - PCMC Berth 100-102: Zone – 9 & 12 / Channel – 16

G. Interfacing with involved parties, including:

- Local, State and Federal agencies
- ILWU
- Clean-up contractors
- Shipping Line Representatives
- POLA Representatives
- Consignees
- Shippers

H. Insuring that the designated clean-up company representative develops an incident/action plan in cooperation with the Federal On-Scene Coordinator (FOSC) and the incident commander.

A) SECONDARY RESPONDER:

- Assist the primary responder as needed
- Assume the duties of the primary responder in case of accident, injury or unavailability.

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Unless Otherwise Marked

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I: SECURITY:

- A) Their primary role is to notify WBCT management personnel of the incident. When directed, notify appropriate responding agencies. (ie. USCG, LAFD/Paramedics/HAZMAT and/or LA Port Police as needed).
- 1) Ensure that emergency vehicles are allowed onto the terminal.
 - 2) Direct and/or escort emergency responders and vehicles to the incident scene.
 - 3) Isolate, Deny and Restrict access to the incident scene to all parties other than those responding to the emergency with a legitimate purpose below:
 - Emergency Responders/Vehicles
 - Local, State and Federal investigators
 - CAL-OSHA
 - WBCT and Ports America management personnel
 - ILWU officials
 - 4) Support the evacuation of all personnel to an upwind-designated location, use shuttle buses as needed. Roving patrols will inform truckers on site to drop loads and support the evacuation of truckers to the exit gate.
 - 5) Treat all injured victims per the level of first aid training; remove substances as specified on the MSDS or ERG.
 - 6) Identify the hazardous material in question using the emergency response handbook located at the main gate. This manual provides vital information regarding types of materials, their hazardous characteristics, and provides emergency action plans relative to each specific material.
 - 7) Maintain control of the facility perimeter.
 - 8) Do not attempt to touch, smell, or in any way come in contact with a hazardous material or substance. Do not attempt to clean up a spill, leak or release.
 - 9) Report and/or eliminate any source of ignition, such as fire, sparks or electricity that may cause fire or explosion.

J. OPERATIONS MANAGERS:

- Management will notify Terminal Security of Emergency and instruct them to call 911 or emergency responders.

K. CONTRACTORS:

- Neither WBCT nor Ports America has a contract in place with a specific clean-up contractor. In the event of a hazardous materials incident, the following companies with a level A-D response capability may be notified and contracted to respond:

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Unless Otherwise Marked

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Contingency Plan & Evacuation Procedure

- For Hazardous Materials Incidents:

Patriot Environmental	(Primary)	800-624-9136
Ocean Blue	(Secondary)	800-990-9930
Dr. Detail	(Alternate)	562-481-9644

- For Oil Spills:

Patriot Environmental	(Primary)	800-624-9136
Ocean Blue	(Secondary)	800-990-9930
Dr. Detail	(Alternate)	562-481-9644

- For Disposal:

Patriot Environmental	(Primary)	800-624-9136
Ocean Blue	(Secondary)	800-990-9930
Dr. Detail	(Alternate)	562-481-9644

- For Health Monitoring:

Patriot Environmental	(Primary)	800-624-9136
Ocean Blue	(Secondary)	800-990-9930
Dr. Detail	(Alternate)	562-481-9644

L. HAZARDOUS COMMODITY DATA:

- Material Safety Data Sheets (MSDS), Hazardous Shippers Certificate shall be collected by the WBCT Customer Service Department. The files are located at the Hazardous Materials Clerk's workstation. Additionally, Ports America Marine Operations will provide the vessel operator with a copy of all documents for hazardous cargo loaded on the vessel.
- M&R also maintains copies of MSDS that pertain to items routinely used and/or stored in the shop area.

M. RESPONSE PROCEDURES:

- WBCT has developed a facility contingency plan which specifies the action to be taken by terminal personnel such as the Terminal Manager, Security, Operations Managers, Longshore Foreman, etc. to use in response to an actual, suspected or potential spill, leak, discharge or release of a hazardous substance or material. This plan is to be used as a General Emergency Evacuation and Crisis plan for all facility emergencies.
- In the event of a vessel evacuation emergency, WBCT marine management has continuous radio contact with ILWU Ship Boss/Foreman to initiate operations shutdown and evacuation of ILWU employees aboard the vessel. During pre-commencement safety check of the ship, vessel officers are provided a land line telephone contact for WBCT main gate security (310-519-2378). The vessel is directed to signal workers aboard the vessel when an evacuation is necessary by sounding 1 prolonged blast of the General Alarm for 10 seconds and another 10 second blast on the Ship's whistle. The vessel officer will contact WBCT main gate security and will be assisted by WBCT management/security to evacuate vessel crew to the designated assembly area until emergency responders give all clear to return to operations.

Uncontrolled Document

Unless Otherwise Marked

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Contingency Plan & Evacuation Procedure

1. TERMINAL MANAGER (Giuseppe Napoli)
 - In response to being notified of a hazardous material incident, the terminal manager will determine, if his presence at the terminal is required and he will also notify other company officials and customers of the incident where necessary. He will ascertain that all proper agencies have been notified and proper actions have been taken.
2. TERMINAL SERVICES MANAGER/FSO: (Alan Powell)
 - Upon learning of a hazardous material incident, will ensure that the terminal manager and other company officials are notified, and that all proper agencies are notified and that proper action is being taken. If it is determined that his presence is required, he or she shall proceed to the terminal immediately.
3. MARINE MANAGER: (Ryan Daguro)
 - If a vessel is in port and working, a marine operations manager will be standing by on the terminal. In this case he will likely be the first employee to learn of an incident. He will notify the Terminal Manager, Terminal Services Manager/FSO, HS&E HOT LINE, the Dock Boss, the Chief Supervisor, Terminal Security and the vessel's master. He will remain at the terminal to ensure that all proper agencies are notified and that proper action is being taken. He shall assist as needed to handle the incident. If necessary, he may coordinate for the vessel to shift berths or to depart to sea.
4. TERMINAL GATE / RAIL OPERATIONS: (Chad Hyde)
 - If a gate or dock operation is working, a gate operations manager will be standing by on the terminal. In this case he will likely be the first employee to learn of an incident. He will notify the Terminal Manager, Terminal Services Manager/FSO, HS&E HOTLINE, Security, the Dock Boss and the Chief Supervisor. He will remain at the terminal to ensure that all proper agencies are notified and that proper action is being taken. He shall assist as needed to handle the incident.
5. NON-ESSENTIAL PERSONNEL:
 - If required, all non-essential employees shall be evacuated from the terminal.
- N. POST INCIDENT ANALYSIS:
 - WBCT will jointly prepare a post-incident report and submit it to the on-scene coordinator (USCG MSO LA/LB). Debriefings will be arranged with the USCG as required. The Environmental, Health and Safety manager for Ports America will coordinate preparation of the report and any follow up audits/reviews.
- O. COST:
 - The responsible party or parties shall pay for all costs incurred by the hazardous material incident and will be available on site to provide necessary authorizations as required.

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Work Instructions
 Contingency Plan & Evacuation Procedure

Emergency Contact Listing

Time Called	Name of Agency / Person	Telephone Number
	WBCT – Main Gate Security	310-519-2378
	LA Fire Department	911
	LA Port Police Department	310-732-3500
	Little Company of Mary	310-832-3311
	US Coast Guard	310-521-3800
	National Response Center	800-424-8802
	US Customs	800-232-5378
	US Customs (CBP – Gate/Rail Booth)	310-514-6633
	US Immigraton	213-487-1986
	Federal Bureau of Investigation	213-477-6565
	Patriot Environmental	562-624-9136
	Poison Control Center	800-222-1222
	Office of Emergency Services (OES)	800-852-7550
	Los Angeles Regional Water Quality Control Board	213-576-6600
	California Department of Fish & Game	800-852-7550
	Quentin Yang – Vice President	510-206-7644
	Giuseppe Napoli – Terminal Manager/Alt. FSO	310-756-7744
	Roberto Lo Grande – Terminal Services Manager / FSO	310-40-7061
	Ryan Daguro – Marine Manager	310-505-9243
	Chad Hyde – Terminal Ops. Manager	310-803-0491
	TBA – Alternate FSO	
	Ports America – Safety HOT LINE	310-519-2318
	TRAPAC (B136-147)	310-830-2000
	KINDER RGAN (B118-120)	310-831-6566
	Port of Los Angeles	310-732-7678
	Marine Exchange (Vessel Related Emergencies)	310-832-6411

(2008 MMRP) MM GW-1: Site Remediation

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

Should the Tenant undertake soil disturbing construction activities, the following measure applies.

Unless otherwise authorized by the lead regulatory agency for any given site, the Tenant shall remediate all encountered contaminated soils or contamination within the excavation zones on the Project site boundaries prior to or during subsurface construction activities. Remediation shall occur in compliance with local, state, and federal regulations, as described in Section 3.7.3, and as directed by the Los Angeles Fire Department, DTSC, and/or RWQCB.

Soil remediation shall be completed such that contamination levels in subsurface excavations are below health screening levels established by OEHHA and/or applicable action levels established by the lead regulatory agency with jurisdiction over the site. Only clean soil would be used as backfill. Soil contamination waivers may be acceptable as a result of encapsulation (i.e., paving) in backland areas and/or risk-based soil assessments but would be subject to the discretion of the lead regulatory agency. Excavated contaminated soil shall not be placed in another location onsite; it must be properly disposed of offsite. All imported soil to be used as backfill in excavated areas should be sampled to ensure that the soil is free of contamination.

Existing groundwater contamination throughout the proposed Project boundary shall continue to be monitored and remediated as encountered, simultaneous and/or subsequent to site development, and/or in accordance with direction provided by the RWQCB.

Unless otherwise authorized by the lead regulatory agency for any given site, areas of excavation with soil contamination that shall be remediated prior to, or in conjunction with, Project construction.

Mitigation Implementation and Monitoring Frequency: The Tenant shall notify the LAHD at least 60 days prior to undertaking any soil disturbance construction activities and shall obtain written approval from the LAHD to proceed with the work.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

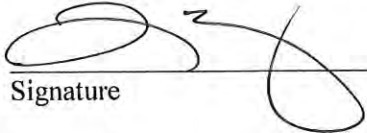
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person

 _____
Signature

7/19/2024

Date



2008 MMRP MM GW-1 Site Remediation

Mitigation Measure:

Unless otherwise authorized by the lead regulatory agency for any given site, the Tenant shall remediate all encountered contaminated soils or contamination within the excavation zones on the Project site boundaries prior to or during subsurface construction activities. Remediation shall occur in compliance with local, state, and federal regulations, as described in Section 3.7.3, and as directed by the Los Angeles Fire Department, DTSC, and/or RWQCB. Soil remediation shall be completed such that contamination levels in subsurface excavations are below health screening levels established by OEHHA and/or applicable action levels established by the lead regulatory agency with jurisdiction over the site. Only clean soil would be used as backfill. Soil contamination waivers may be acceptable as a result of encapsulation (i.e., paving) in backland areas and/or risk-based soil assessments but would be subject to the discretion of the lead regulatory agency. Excavated contaminated soil shall not be placed in another location onsite; it must be properly disposed of offsite. All imported soil to be used as backfill in excavated areas should be sampled to ensure that the soil is free of contamination. Existing groundwater contamination throughout the proposed Project boundary shall continue to be monitored and remediated as encountered, simultaneous and/or subsequent to site development, and/or in accordance with direction provided by the RWQCB. Unless otherwise authorized by the lead regulatory agency for any given site, areas of excavation with soil contamination that shall be remediated prior to, or in conjunction with, Project construction.

WBCT Statement:

WBCT will comply with the measure, however, no construction activities at WBCT at this time.

(2008 MMRP) MM PS-3: Long Term Solid Waste Management

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

To ensure adequate long-term solid waste management, the proposed Project will be required to comply with policies and standards set forth in the City's Solid Waste Integrated Resources Plan (SWIRP) following 2025.

Mitigation Implementation and Monitoring Frequency: The California Integrated Waste Management Act (AB 939) made all California cities, counties, and approved regional solid waste management agencies responsible for enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year with a statewide goal of 75% by 2020. The City of Los Angeles Solid Waste Integrated Resources Plan (SWIRP), now known as the Zero Waste Program as adopted by ordinance in 2014, established a goal of 90 percent diversion by 2025 and 100% by 2030.

Mitigation/Reporting Requirement: This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant. The Tenant shall notify the LAHD of any notice of violations issued by regulatory agencies and shall provide copies of such notices to the LAHD. Furthermore, the Tenant shall maintain all records on-site in accordance with local and state laws, which shall be made available to the LAHD upon request for inspection or to perform an audit.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



Signature

7/19/2024

Date



2008 MMRP MM PS-3_Long Term Solid Waste Management

Mitigation Measure:

To ensure adequate long-term solid waste management, the proposed Project will be required to comply with policies and standards set forth in the City's Solid Waste Integrated Resources Plan (SWIRP) following 2025.

WBCT Statement:

WBCT will comply with the measure, please refer to the attached monthly invoice, Athens Services and WM Corporate Services. This measure has been superseded by local and state requirements. No further monitoring of this measure is required by the Tenant.



Athens Services

Waste Collection, Recycling & Disposal Services

ACCOUNT NUMBER 3T0003930

ACCESS CODE 0828746



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www.athensservices.com
or call 800-327-3807

ACCOUNT SUMMARY

INVOICE NUMBER 17080122
INVOICE DATE 06/01/2024
DUE DATE 06/17/2024
BILLING PERIOD JUNE 2024
CURRENT CHARGES \$3,804.46
SERVICE NAME WBCT PORTS (6YD TRASH)
SERVICE ADDRESS 2050 JOHN S GIBSON BLVD, SAN PEDRO CA 90731

TOTAL AMOUNT DUE \$3,804.46

Date	Description	Quantity	Amount
05/20/2024	PMT: 17806		(\$3,804.46)
06/01/2024	6YD S/W & RECY PRIMARY # P/U: 2	1.00	\$718.00
06/01/2024	6YD S/W ADDL WEEKLY # P/U: 2	6.00	\$3,086.46

Your account is subject to late fees if payment is not received in our office by the due date that is reflected on this billing. As always, we appreciate your business.

0 - 30 Days
\$3,804.46

31 - 60 Days
\$0.00

61 - 90 Days
\$0.00

90+ Days
\$0.00

TOTAL AMOUNT DUE \$3,804.46

PLEASE DO NOT REMOVE THIS BOTTOM PORTION WITH YOUR PAYMENT



Athens Services

Waste Collection, Recycling & Disposal Services

P.O. Box 60009
City of Industry, CA 91716-0009

ACCOUNT NUMBER 3T0003930

Invoice Number 17080122

Invoice Date 06/01/2024

Due Date for Current Services 06/17/2024

TOTAL AMOUNT DUE \$3,804.46

AMOUNT ENCLOSED

ATH061BL 4065 1 AB 0.537
7000004726 00.0018.0177 4065/1



WBCT YARD
2050 JOHN S GIBSON BLVD
SAN PEDRO CA 90731-1506

ATHENS SERVICES
P.O. BOX 54957
LOS ANGELES CA 90054-0957

00003804463T0003930606012024170801224



INVOICE

Customer ID: 9-00787-05000
Customer Name: WBCT YARD
Service Period: 05/01/24-05/31/24
Invoice Date: 06/03/2024
Invoice Number: 8230148-0159-6

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 774-0222

Your Payment is Due

Due Upon Receipt

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$8,542.55

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
6,051.30		(6,051.30)		0.00		8,542.55		8,542.55

IMPORTANT MESSAGES

Notice to California Residents - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your additional rights for California, effective January 1, 2023, visit wm.com/privacy.



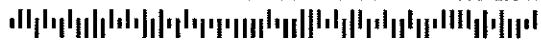
✂ ----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

WWM

USA WASTE OF CALIFORNIA, INC.
 LONG BEACH HAULING
 PO BOX 3020
 MONROE, WI 53566-8320
 (800) 774-0222

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
06/03/2024	8230148-0159-6	9-00787-05000
Payment Terms	Total Due	Amount
Due Upon Receipt	\$8,542.55	

0159000090078705000082301480000085425500000854255 5

0038257 01 AB 0.547 **AUTO T3 0 7155 90731-150650 -C04-P30295-11

WBCT YARD
 2050 JOHN S GIBSON BLVD
 SAN PEDRO CA 90731-1506

10149093



Remit To: 
WM CORPORATE SERVICES, INC.
 AS PAYMENT AGENT
 PO BOX 541065
 LOS ANGELES, CA 90054-1065



Customer ID:

9-00787-05000

Customer Name:

WBCT YARD

Service Period:

05/01/24-05/31/24

Invoice Date:

06/03/2024

Invoice Number:

8230148-0159-6

DETAILS OF SERVICE - continued

Details for Service Location:

Customer ID: 9-00787-05000

**Wbct Yard (30x Stormwater), 2050 John S Gibson Blvd, Berth 126,
San Pedro CA 90731-1506**

Description	Date	Ticket	Quantity	Amount
DELIVERY NO CHARGE	05/30/24	944886	1.00	0.00
30yd open top				0.00
Ticket Total				0.00
30YD CNTNR RENT NO SVC	05/01/24		1.00	99.68
ENERGY SURCHARGE				232.75
LOS ANGELES CITY AB939 FEE 10%				178.14
Total Charges for Service Location				2,059.19

Details for Service Location:

Customer ID: 9-00792-15001

**Wbct Yard (10y)(Berth 126), 2050 John S Gibson Blvd, Berth 126, San
Pedro CA 90731-1506**

Description	Date	Ticket	Quantity	Amount
10 YD ROLLOFF	05/10/24	941970	1.00	477.98
ROW W200				0.00
DISPOSAL PER TON			4.29	726.29
PER TON				0.00
Ticket Total				1,204.27
10 YD ROLLOFF	05/10/24	941977	1.00	477.98
REG TRASH AREA				0.00
DISPOSAL PER TON			.89	150.67
Ticket Total				628.65
10 YD ROLLOFF	05/10/24	941978	1.00	477.98
REG TRASH AREA				0.00
DISPOSAL PER TON			1.05	177.76
Ticket Total				655.74
BRING TO YARD	05/10/24	941979	1.00	0.00
Ticket Total				0.00
10 YD ROLLOFF	05/13/24	942267	1.00	477.98
REG TRASH AREA JOB #E/R TKT 941979				0.00
DISPOSAL PER TON			1.22	206.54
Ticket Total				684.52
TRIP CHARGE	05/21/24	943440	1.00	335.00
CONTAMINATED				0.00
Ticket Total				335.00
10 YD ROLLOFF	05/21/24	943441	1.00	477.98
REG TRASH AREA				0.00
DISPOSAL PER TON			6.72	1,137.69
Ticket Total				1,615.67
ENERGY SURCHARGE				770.11
LOS ANGELES CITY AB939 FEE 10%				589.40
Total Charges for Service Location				6,483.36
Total Current Charges				8,542.55



06/03/24 09:00:00 4051377

(2019 Supplemental MMRP) MM AQ-17. Cargo Handling Equipment

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

All yard equipment at the terminal, except for yard tractors, shall implement the following requirements:

Forklifts

- By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2004 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2005 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 5-ton forklifts of model years 2011 or older shall be replaced with zero-emission units.
- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

Toppicks

- By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2006 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2014 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

Rubber-Tired Gantry (RTG) Cranes

- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2003 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2004 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

- By seven years after the effective date of a new lease amendment between the Tenant and the LAHD, four RTG cranes of model years 2005 and older shall be replaced with all-electric units, and one diesel RTG crane of model year 2005 shall be replaced with a diesel-electric hybrid unit with a diesel engine that meets or is lower than Tier 4 final off-road engine emission rates for PM and NOx.

Sweepers

- Sweeper(s) shall be alternative fuel or the cleanest available by six years after the effective date of a new lease amendment between the Tenant and the LAHD.

Shuttle Buses

- Gasoline shuttle buses shall be zero-emission units by seven years after the effective date of a new lease amendment between the Tenant and the LAHD.

Mitigation Implementation and Monitoring Frequency: Every six months during the term of the Permit, including during any holdover.

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division such as a detailed equipment inventory that specifies each unit's compliance with the above standards in accordance with the following schedule: January to June data is due by the following month (July). July to December data is due by the following month (January).

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

X Yes (please sign form) _____ No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

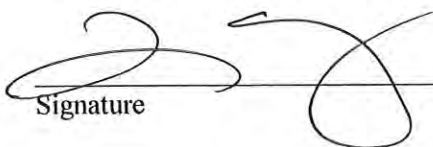
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024
Date



2019 MMRP MM AQ-17 Cargo Handling Equipment

Mitigation Measure:

All yard equipment at the terminal, except for yard tractors, shall implement the following requirements:

Forklifts

- By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2004 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2005 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By two years after the effective date of a new lease amendment between the Tenant and the LAHD, all 5-ton forklifts of model years 2011 or older shall be replaced with zero-emission units.
- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all 18-ton diesel forklifts of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

Toppicks

- By one year after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2006 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2007 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel top-picks of model years 2014 and older shall be replaced with units that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

Rubber-Tired Gantry (RTG) Cranes

- By three years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2003 and older shall be replaced with diesel-electric hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.
- By five years after the effective date of a new lease amendment between the Tenant and the LAHD, all diesel RTG cranes of model years 2004 and older shall be replaced with diesel-electric

hybrid units with diesel engines that meet or are lower than Tier 4 final off-road engine emission rates for PM and NOx.

- By seven years after the effective date of a new lease amendment between the Tenant and the LAHD, four RTG cranes of model years 2005 and older shall be replaced with all-electric units, and one diesel RTG crane of model year 2005 shall be replaced with a diesel-electric hybrid unit with a diesel engine that meets or is lower than Tier 4 final off-road engine emission rates for PM and NOx.

Sweepers

- Sweeper(s) shall be alternative fuel or the cleanest available by six years after the effective date of a new lease amendment between the Tenant and the LAHD.

Shuttle Buses

- Gasoline shuttle buses shall be zero-emission units by seven years after the effective date of a new lease amendment between the Tenant and the LAHD.

WBCT Statement:

WBCT will comply with the measure, please refer to the attached equipment inventory and purchasing plan.

Equipment	UTL Current Inventory	Pre- 2003	2003- 2007	2008- 2011	2012- 2015	2016- 2023	Leased from WBCT	Fuel type	Total	Permit 999 (68%)	Total Compliant Year 1	Pending Purchases Year 1	Pending Purchases Year 2	Pending Purchases Year 3	Pending Purchases Year 5	Pending Purchases Year 6	Pending Purchases Year 7
Forklift to 5 tons	6		1	3		2		LPG	6	4	4	0	2	0	0	0	0
Forklift 5 tons to 18 tons	5		5					Diesel	5	3	3	0	2	1	0	0	0
Yard Hustler(UTR) - LPG	157		43	34		80		LPG	157	137	114	23	0	0	34	0	0
Yard Hustler(UTR) - Diesel	49					49		Diesel	49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Yard Hustler (UTR) - BEV	10					10		Electric	10	10	10	2	0	0	0	0	0
Top Handler	36			16	1	19		Diesel	36	24	24	0	0	0	5	0	0
RTG	22		9		5	8		Diesel	22	15	15	0	0	0	0	0	2
Personnel Vans	1		1				3	Gasoline	4	3	3	0	0	0	0	0	3
Sweeper	1					1		Diesel	1	1	1	0	0	0	0	1	0
Total	287	0	59	53	6	169	3	Total	290								

Early replacement in Year 1 through California CORE Voucher Program

Four Hybrid Paceco RTG's will be retrofitted with fuel cells for zero emission operation.

Purchase two battery electric yard tractors to meet 2008 MM AQ-17 in year 1.

Planned replacement intervals based on 2019 Mitigation Measures

(2019 Supplemental MMRP) MM GHG-1. LED Lighting

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

All lighting within the interior of buildings on the premises and outdoor high mast terminal lighting will be replaced with LED lighting or a technology with similar energy-saving capabilities within two years after the effective date of the new lease amendment between the Tenant and the LAHD or by no later than 2023.

Mitigation Implementation and Monitoring Frequency: Within two years after the effective start date of the Permit as amended, or by no later than December 31, 2023 (past due date no longer applicable).

Mitigation/Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division such as lighting specifications, receipts, purchase orders, and/or contract documents verifying installation of LED lighting at prescribed terminal locations.

COMPLIANCE STATUS:

Has compliance with the above mitigation measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

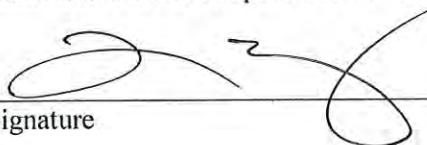
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person



Signature

7/19/2024

Date



2019 MMRP MM GHG-1 LED Lighting

Mitigation Measure:

All lighting within the interior of buildings on the premises and outdoor high mast terminal lighting will be replaced with LED lighting or a technology with similar energy-saving capabilities within two years after the effective date of the new lease amendment between the Tenant and the LAHD or by no later than 2023.

WBCT Statement:

1/ WBCT already replaced all lighting with the LED lighting, please refer to the attached LADWP letter and WBCT LED lighting improvement proposal.



**Los Angeles
Department of
Water & Power**

CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad
Mel Levine
Nicole Neeman Brady
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

August 10, 2021

West Basin Container Terminal LLC
Attn: Alan Powell
111 W. Ocean Bl., Suite 1610
Long Beach, CA 90802

Re: CLIP16277276749

Dear Mr. Alan Powell:

Thank you for your participation in Los Angeles Department of Water and Power's Commercial Lighting Incentive Program (CLIP) for the lighting retrofit completed at 100 Berth (Phase 2). Please find the incentive check in the amount of \$113,710.13

The newly installed energy efficient products positively impact our environment.

Total kWh Saved	
496,148.646	
Which is equivalent to:	
83	Homes Served for (1) Year
37	Automobiles not driven for a year

Should you have any questions, feel free to contact CLIP at (213) 367-2606.

Sincerely,

Ross Lawrence
Program Manager
Los Angeles Department of Water and Power
Efficiency Solutions

China Shipping LED Lights with ROAM Controls

Investment Summary Analysis

- 358 LED Lights - \$626,500 (Labor, Mat'ls. & Crane Equip.)
- ROAM Controls - \$60,000
- Total Investment - \$686,500
- Less LADWP Rebate - \$206,981
- Net Investment - \$479,519
- Annual Energy Savings-\$148,767*
- Annual Maintenance Savings - \$26,022
- Total Annual Savings - \$174,789

Investment Payback – 2.74 yrs./36.5 % ROI

*Conservative 15% added Energy savings with ROAM controls

China Shipping LED Lights without ROAM Controls

Investment Summary Analysis

- 358 LED Lights - \$626,500 (Labor, Mat'ls. & Crane Equip.)
- ROAM Controls-\$0
- Total - \$626,500
- Less LADWP Rebate- \$206,981
- Net Investment - \$419,519
- Annual Energy Savings - \$129,363
- Annual HPS Maintenance Savings - \$26,022
- Total Annual Savings - \$155,385

Investment Payback – 2.7 yrs./37 % ROI

Project Name: China Shipping, HMLED3 PK3 50K AW
 Prepared By: Jun Apolinario

Existing System (HID)					New System (LED)				
	Type A	Type B	Type C	Total		Type A	Type B	Type C	Total
Catalog #	1000W HPS				Catalog #	HMLED3 PK3 50K AW			
Luminaire Type	High mast				Luminaire Type	LED High mast			
Cost/Luminaire	\$0.00				Cost/Luminaire	\$1,450.00			
Rebate	\$0.00				Rebate	\$578.00			
# of Luminaires	358			358	# of Luminaires	358			358
Total Acquisition Cost	\$0	\$0	\$0	\$0	Total Acquisition Cost	\$312,176	\$0	\$0	\$312,176
Operating Characteristics					Operating Characteristics				
Input Watts/Luminaire	1080				Input Watts/Luminaire	480			
					% of time in dim mode	0%			
					dim level	0%			
Cost of Electricity (\$/kwh)	\$0.150				Cost of Electricity (\$/kwh)	\$0.150			
Annual Operating Hours	4,015				Annual Operating Hours	4,015			
Annual Energy Cost	\$232,854	\$0	\$0	\$232,854	Annual Energy Cost	\$103,491	\$0	\$0	\$103,491
Maintenance Inputs					Maintenance Inputs				
Installation Labor Cost per Luminaire	\$0				Installation Labor Cost per Luminaire	\$300			
Lamp Life (For LED L70 @ 25 C)	24,000				Lamp Life (For LED L70 @ 25 C)	100,000			
Replacement Lamp (light engine) Cost	\$100.00				Replacement Lamp (light engine) Cost	\$75.00			
Replacement Labor Cost per Lamp (include lift, truck etc)	\$200.00				Replacement Labor Cost per Lamp (include lift, truck etc)	\$200.00			
Ballast / Driver Life	50,000				Ballast / Driver Life	100,000			
Replacement Ballast/Driver Cost	\$85.00				Replacement Ballast/Driver Cost	\$75.00			
Labor Cost to replace Ballast / Driver (include lift, truck etc)	\$200.00				Labor Cost to replace Ballast / Driver (include lift, truck etc)	\$200.00			
					Assume % fail early	1.0%			

MAINTENANCE

Adjusted Wattage for dimming	480	0	0
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HID Maintenance Costs Per Fixture

	A	B	C
HID Lamp Hours	24,000	0	0
HID Lamp Cost	\$100.00	\$0.00	\$0.00
LED System Hours	100,000	0	0
LED System Years	24.9	0.0	0.0
# of Lamp Changes	4.2	-	-
Cost per Lamp Change	\$300.00	\$0.00	\$0.00
Total Lamp Change Cost	\$1,250.00	\$0.00	\$0.00
Ballast Cost	\$85.00	\$0.00	\$0.00
Cost per Ballast Change	\$285.00	\$0.00	\$0.00
# of ballast changes	2	0	0
Total Ballast Change Cost	\$570.00	\$0.00	\$0.00
Total Maintenance Cost:	\$1,820.00	\$0.00	\$0.00
Annual average Per fixture	\$73.07	\$0.00	\$0.00

NEW SYSTEM INSTALL

	A	B	C
Labor	\$107,400	\$0	\$0
fixtures	\$312,176	\$0	\$0
Total	\$419,576	\$0	\$0

TOTAL INSTALL COST \$419,576

FINAL PAYBACK 2.7 0.0 0.0

LED Maintenance Cost

	A	B	C
Cost Per Driver Change	275	0	0
# Driver replacements over life	1	0	0
Total Driver replacement Costs	\$275	\$0	\$0
Annual Driver Average per fixture (after 10yr threshold)	\$18	\$0	\$0
Cost Per LED Replacement	\$275.00	\$0.00	\$0.00
Total # of premature failures for LED	3.58	0	0
Total Cost of system to premature LED failure over 26 yrs	\$985	\$0	\$0
Annual Cost per fixture annual	\$0.11	\$0.00	\$0.00
Total # of premature driver failures	3.58	0	0
Total Cost system premature driver failures	\$985	\$0	\$0
Annual Driver Cost per fixture first 10 years	\$0.28	\$0.00	\$0.00
Annual Cost per fixture first 10 years	\$0.39	\$0.00	\$0.00
Annual Cost per fixture after 10 years	\$18.56	\$0.00	\$0.00
Life left after 10 years	14.91		

Project Name:
Prepared By:

China Shipping, HMLED3 PK3 50K AW
Jun Apolinario

Evaluation:	A	B	C	Totals:
Initial Investment	\$419,576	\$0	\$0	\$419,576
KW Reduction	214.8	0	0	214.8
Annual Energy Cost Savings	\$129,363	\$0	\$0	\$129,363
Maintenance Calculations:				
Existing Maintenance Costs	\$26,160	\$0	\$0	\$26,160
Annual Maintenance Cost LED first 10 years	\$137.98	\$0.00	\$0.00	\$138
Annual Maintenance Cost LED after 10 years	\$6,643.98	\$0.00	\$0.00	
Annual Maintenance Cost Savings first 10 years	\$26,022.16	\$0.00	\$0.00	\$26,022
Annual maintenance Cost Savings after 10 years	\$19,516.15	\$0.00	\$0.00	\$19,516
System Life	24.9	0.0	0.0	24.9
Simple Payback in Years	2.7	0.0	0.0	2.7

Lease Term Options:	5 Years	6 Years	7 Years	8 Years
Monthly Lease Payment	\$8,224	\$7,091	\$6,298	\$5,706.23
Monthly Energy Savings	\$10,780	\$10,780	\$10,780	\$10,780
Monthly Maintenance Savings	\$2,169	\$2,169	\$2,169	\$2,169
Monthly Savings	\$4,725.10	\$5,858	\$6,651	\$7,243
Annual Positive Cash Flow	\$56,701	\$70,295	\$79,811	\$86,911



experience
lighting's
best.

Months	Lease Rate Factor
120	0.0117
108	0.01253
96	0.0136
84	0.01501
72	0.0169
60	0.0196

(2019 Supplemental MMRP) LM AQ-1. Cleanest Available Cargo Handling Equipment

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

Subject to zero and near-zero emissions feasibility assessments that shall be carried out by LAHD, with input from Tenant as part of the CAAP process, Tenant shall replace cargo handling equipment with the cleanest available equipment anytime new or replacement equipment is purchased, with a first preference for zero-emission equipment, a second preference for near-zero equipment, and then for the cleanest available if zero or near-zero equipment is not feasible, provided that LAHD shall conduct engineering assessments to confirm that such equipment is capable of installation at the terminal.

Starting one year after the effective date of a new lease amendment between the Tenant and the LAHD, tenant shall submit to the Port an equipment inventory and 10-year procurement plan for new cargo-handling equipment, and infrastructure, and will update the procurement plan annually in order to assist with planning for transition of equipment to zero emissions in accordance with the foregoing paragraph.

LAHD will include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking.

Implementation and Monitoring Frequency: Implementation of this lease measure by the Tenant shall be done in coordination with the timelines established in mitigation measures MM AQ-15 and MM AQ-17 in the 2019 Supplemental MMRP. Therefore, the monitoring frequency has been adjusted as follows:

- Initial procurement plan and equipment inventory shall be due upon the effective start date of the Permit as amended, but no later than within the first six months.
- Annual procurement plan and equipment inventory shall be due annually (by January) during the term of the Permit as amended, including during any holdover.

Reporting Requirement: Prior to obtaining quotes or submitting an order for the purchase or replacement of any cargo handling equipment, including equipment identified in mitigation measures MM AQ-15 and MM AQ-17 in the 2019 Supplemental MMRP, the Tenant shall submit a detailed procurement plan and equipment inventory with each unit's specification and schedule for replacement or new purchase to the LAHD Environmental Management Division for review. The LAHD Environmental Management Division will assist the Tenant in identifying purchase preference and priority of the cleanest available technology, subject to feasibility assessments conducted through the Port's Clean Air Action Plan process and availability of charging and fueling infrastructure. Such reviews shall be completed in a timely manner so as not to delay the Tenant's obligation to meet the required timelines for equipment replacement or purchase as identified in mitigation measures MM AQ-15 and MM AQ-17. Annually thereafter (by January), the Tenant shall submit an updated procurement plan and a detailed equipment inventory to the LAHD Environmental Management Division to verify unit replacements and new purchases over a 10-year period.

In order to avoid duplication of efforts, the equipment inventory can be combined with reporting requirements for MM AQ-15 and MM AQ-17.

It shall be the responsibility of the LAHD to include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking and annual reporting to the Board of Harbor Commissioners.

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

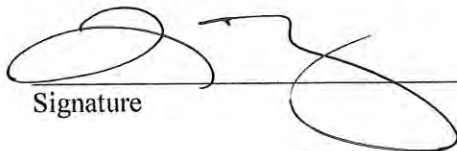
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2019 MMRP LM AQ-1_Cleanest Available Cargo Handling Equipment

Mitigation Measure:

Subject to zero and near-zero emissions feasibility assessments that shall be carried out by LAHD, with input from Tenant as part of the CAAP process, Tenant shall replace cargo handling equipment with the cleanest available equipment anytime new or replacement equipment is purchased, with a first preference for zero-emission equipment, a second preference for near-zero equipment, and then for the cleanest available if zero or near-zero equipment is not feasible, provided that LAHD shall conduct engineering assessments to confirm that such equipment is capable of installation at the terminal. Starting one year after the effective date of a new lease amendment between the Tenant and the LAHD, tenant shall submit to the Port an equipment inventory and 10-year procurement plan for new cargo handling equipment, and infrastructure, and will update the procurement plan annually in order to assist with planning for transition of equipment to zero emissions in accordance with the foregoing paragraph. LAHD will include a summary of zero and near-zero emission equipment operating at the terminal each year as part of mitigation measure tracking.

WBCT Statement:

WBCT will comply with the measure, please refer to the attached initial 7-year procurement plan and equipment inventory spreadsheet. WBCT will update the procurement plan to a 10-year schedule as part of the next reporting period.

Equipment	UTL Current Inventory	Pre- 2003	2003- 2007	2008- 2011	2012- 2015	2016- 2023	Leased from WBCT	Fuel type	Total	Permit 999 (68%)	Total Compliant Year 1	Pending Purchases Year 1	Pending Purchases Year 2	Pending Purchases Year 3	Pending Purchases Year 5	Pending Purchases Year 6	Pending Purchases Year 7
Forklift to 5 tons	6		1	3		2		LPG	6	4	4	0	2	0	0	0	0
Forklift 5 tons to 18 tons	5		5					Diesel	5	3	3	0	2	1	0	0	0
Yard Hustler(UTR) - LPG	157		43	34		80		LPG	157	137	114	23	0	0	34	0	0
Yard Hustler(UTR) - Diesel	49					49		Diesel	49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Yard Hustler (UTR) - BEV	10					10		Electric	10	10	10	2	0	0	0	0	0
Top Handler	36			16	1	19		Diesel	36	24	24	0	0	0	5	0	0
RTG	22		9		5	8		Diesel	22	15	15	0	0	0	0	0	2
Personnel Vans	1		1				3	Gasoline	4	3	3	0	0	0	0	0	3
Sweeper	1					1		Diesel	1	1	1	0	0	0	0	1	0
Total	287	0	59	53	6	169	3	Total	290								

Early replacement in Year 1 through California CORE Voucher Program

Four Hybrid Paceco RTG's will be retrofitted with fuel cells for zero emission operation.

Purchase two battery electric yard tractors to meet 2008 MM AQ-17 in year 1.

Planned replacement intervals based on 2019 Mitigation Measures

(2019 Supplemental MMRP) LM AQ-2. Priority Access for Drayage

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

A priority access system shall be implemented at the terminal to provide preferential access to zero- and near-zero-emission trucks.

Implementation and Monitoring Frequency: During operation after the effective start date of the Permit as amended, and consistent with implementation timelines established in the Port's 2017 Clean Air Action Plan.

Reporting Requirement: The Tenant shall submit a report to the LAHD Environmental Management Division that details plans for implementing a priority access system as prescribed in the lease measure along with a schedule. Once the priority access system is installed and operating, the Tenant shall submit verification documents to the Environmental Management Division demonstrating it has complied with the lease measure.

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:


Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024
Date



2019 MMRP LM AQ-2_Priority Access for Drayage

Mitigation Measure:

A priority access system shall be implemented at the terminal to provide preferential access to zero- and near-zero-emission trucks.

WBCT Statement:

WBCT has created signage both physical (at the ingate lane #12) and digital (through our website) to inform the drayage community of the ingate lane dedicated to zero or near zero emissions. Please see below:

Ingate signage placed on lane 12 for Zero or Near Zero Emissions



WBCT Website broadcast available to the public showing the zero/near zero emissions lane



TOS Web Portal

Welcome to WBCT Los Angeles

Priority Daily Message

WBCT is now offering a Low/Zero Emission Express Lane. Trucks may use Lane 12 Inbound for access

Wheeled Imports do NOT need appointments

*** All transactions must have an accompanying EIR Ingate pass and EIR Outgate pass (unless bobtail out). Drivers are responsible for making sure their transaction matches their gate pass. **

If a driver is found without a gate pass attempting to pick up a chassis, they and their company will be banned from WBCT. ZERO tolerance for chassis stealing/misuse

For any Emergency on terminal please dial (310) 519-2378

NEW INFORMATION AND TERMS/CONDITIONS RELATING TO DEMURRAGE AND DETENTION INVOICE -- LEGAL REQUIREMENTS- Please see bottom of page for updates

(2019 Supplemental MMRP) LM AQ-3. Demonstration of Zero-Emissions Equipment

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

Tenant shall conduct a one-year zero emission demonstration project with at least 10 units of zero-emission cargo handling equipment. Upon completion, tenant shall submit a report to LAHD that evaluates the feasibility of permanent use of the tested equipment. Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2020 and 2025 to evaluate the status of zero-emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.

Implementation and Monitoring Frequency: The Tenant shall initiate the demonstration project within one year after the effective date of the Permit, as amended, with progress reports due every six months until the demonstration project is complete. The progress reports shall include, but not be limited to, information and details on the equipment and charging infrastructure procurement timeline, including order and delivery schedules; construction schedule for installing the charging infrastructure and supporting electrical work, as applicable; timeline for equipment and charging infrastructure commissioning and worker training; and testing data and information on equipment performance, maintenance, and defects/failures during the demonstration. The demonstration project shall test the equipment for a period of at least one year. Upon completion of the demonstration project, a final report shall be due to the LAHD within six months including a feasibility determination on operation, cost, and availability for permanent use at the terminal.

The Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2025 and 2028 (date modified to adjust the timing of this measure) to evaluate the status of zero-emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.

Reporting Requirement: The Tenant shall submit verification documents to the LAHD Environmental Management Division in accordance with the timelines prescribed in the lease measure and adjusted as follows:

- Progress reports due every six months at time of initiation and during one-year demonstration project.
- Final report due within six months of demonstration project completion, including feasibility determination.
- Feasibility assessments and progress reports due in 2025 and 2028 (date modified to adjust the timing of this measure).

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024

Date



2019 MMRP LM AQ-3: Demonstration of Zero-Emissions Equipment

Lease Measure:

Tenant shall conduct a one-year zero emission demonstration project with at least 10 units of zero-emission cargo handling equipment. Upon completion, tenant shall submit a report to LAHD that evaluates the feasibility of permanent use of the tested equipment. Tenant shall continue to test zero-emission equipment and provide feasibility assessments and progress reports in 2020 and 2025 to evaluate the status of zero emission technologies and infrastructure as well as operational and financial considerations, with a goal of 100% zero-emission cargo handling equipment by 2030.

WBCT Action:

Regarding the demonstration of zero emissions equipment. This demonstration has been in progress since April of 2023 and will be ready for full deployment by the third quarter of 2024. WBCT has purchased ten battery electric yard tractors and have received eight so far. WBCT has energized two out of twelve induction charging stations so far. The remaining two battery electric tractors and ten induction charging stations will be in service no later than the end of September 2024. In partnership with the Port of Los Angeles, Tetra-Tech Inc and the University of California at Riverside, this project will provide data to the California Energy Commission to demonstrate wireless inductive charging infrastructure to determine the effectiveness of the technology for all cargo handling equipment (CHE) along with supporting the required duty cycles compared with existing CHE. The team from Tetra-Tech have installed GeoTab data loggers onto all battery electric yard tractors to track usage and charging data. These parameters will be evaluated for a twelve months once all infrastructure and vehicles are commissioned and in service later this year. These results will be compared with emissions levels of our legacy fleet to determine the true reductions to all emissions pollutants. Current testing with the active units have shown positive results during operations. Operators have provided positive feedback in regards to power, driver comfort and visibility from the cab. Units operated for a full shift have returned with a state of charge between 30% to 45% which appears to meet the requirement of two full shifts of operation with a minimum of one hour of opportunity charging during or between shifts.



MONTHLY PROGRESS REPORT for ARV-17-049

Port of Los Angeles (POLA)

Reporting Period (March 2024)

Recipient Project Manager: Laura Hunter

Commission Agreement Manager: Marc Perry

Project Overview

The City of Los Angeles Harbor Department (Port of Los Angeles, Port, POLA, Harbor Department) grant agreement with the California Energy Commission (CEC) implements the Zero Emission Freight Vehicle Advanced Infrastructure Demonstration Project (AID). The project team will design and install wireless inductive charging infrastructure, including ten base chargers and two opportunity chargers, as well as a peak shaving battery energy storage system (BESS) to support the demonstration of 10 battery-electric yard tractors at the Port of Los Angeles. Lead project demonstration partners include West Basin Container Terminal (WBCT) and Wireless Advanced Vehicle Electrification, LLC (WAVE). This project also includes a grant agreement between WBCT and the South Coast Air Quality Management District (South Coast AQMD) to help fund the purchase of the battery-electric yard tractors.

What We Planned to Accomplish This Period

During March, POLA Engineering and Construction and Maintenance (C&M) planned to complete permitting for the structural design drawing revisions, confirm delivery dates for the BESS, and move forward with installation preparation for Area #2 (Task 2). WAVE expected to integrate the vehicle-side charging pads for yard tractors 7 - 10 as they come off of BYD's production line (Task 3). WAVE expected to remedy the issues with yard tractors 1 - 6 (Task 3). The data collection team planned to collect and process data as the yard tractors were placed in service (Task 4). The BYD team expected to complete production and deliver yard tractors 7 - 10 (Task 3). Project management planned to conduct the monthly team progress meeting with the CAM to discuss status updates, questions, and concerns via Teams and to work with the CAM on Agreement extensions (Task 1). Project management planned to conduct weekly internal team meetings to discuss action items, questions, and concerns via Teams (Task 1).

What We Actually Accomplished This Period

Below is a summary of project activities and accomplishments.

Task 1 – Administration

POLA's Board of Harbor Commissioners approved the Agreement on June 20, 2019. The Agreement was executed by all parties as of July 29, 2019. The Subrecipient Agreement was approved by the POLA Board of Harbor Commissioners (Board) on February 6, 2020 and executed March 24, 2020. Amendment #1 to the Agreement was presented to the Board on March 10, 2022. The Amendment was signed by all parties and fully executed on March 30, 2022.

Project management received documents from the CEC in early December 2022 for approval of Amendment #2 to the Agreement authorizing milestone and term extensions, due to excessive supply chain delays. Agreement Amendment #2 was approved by the Board on April 27, 2023 and executed May 12, 2023. Amendment #1 to the Subrecipient Agreement was approved by the Board at the same meeting on April 27, 2023. The Subrecipient Agreement was executed on October 21, 2023.



Project management is processing the request for a no-cost time extension, which will require Amendment # 3 to the Agreement.

One project team meeting with the CAM was held this month on March 12, 2024. Attachment B provides documentation of the meeting's discussions. Three internal team meetings were conducted in order to facilitate collaboration among project partners. Meeting notes and a list of action items were emailed to the project team after each meeting.

Task 1.1 – Attend Kick-off Meeting

The project kick-off meeting was held on September 19, 2019. In attendance were Jacob Goldberg (POLA), Marc Perry (CEC), Phil Dyer (CEC), Dac Hoang (POLA Engineering), Tim DeMoss (POLA), Willy Won (WBCT), Quintin Yang (WBCT), and Mike Masquelier (WAVE) via phone.

Task 1.2 – Critical Project Review (CPR) Meetings

The first CPR meeting was held on April 5, 2021. The CEC acknowledgment to continue with the project was received on May 3, 2021. Continuation of the BESS portion of the project was placed at risk. The partial Stop Work Order (SWO) placed on the BESS was lifted on March 30, 2022. Based on proposed schedule updates, the second CPR will likely be held in May 2024.

Task 1.3 – Final Meeting

No work required for this task during this reporting period

Task 1.4 – Monthly Progress Reports

This March 2024 report is the 54th monthly project report.

Task 1.5 – Final Report

No work required for this task during this reporting period.

Task 1.6 – Identify and Obtain Matching Funds

This is currently an ongoing process. Match share commitment totals \$3,405,784 of which \$1,371,145.54 was submitted to the CEC. The remaining \$2,034,638.46 was used to pay for the balance of the yard tractors upon delivery, was shared with the CAM in March, and will be submitted to the CEC in April 2024.

Task 1.7 – Identify and Obtain Required Permits

Clearance from the California Oil Wells Agency was received in July 2021. With this clearance, the structural permits were issued by the Los Angeles Department of Building and Safety (LADBS) on August 10, 2021. The structural permits are as follows: #20020-10000-01656, #20020-10000-01657, #20020-10000-01658, #20020-10000-01659, #20020-10000-01660, and #21030-10000-05206. Electrical permit #20041-10000-22204 was approved July 26, 2021. (Permit copies were emailed to the CAM August 2021.) Area #1 equipment passed LADBS inspection on March 17, 2022. Area #2 WAVE charging equipment passed UL Certification on February 22, 2023. Revised electrical permits for Area #2 were sent to the CAM in January 2024. Structural permits are pending.

Task 1.8 – Obtain and Execute Subcontracts

The Subrecipient Agreement was approved by the POLA Board of Harbor Commissioners on February 6, 2020 and executed March 24, 2020. Amendment #1 to the Subrecipient Agreement



was approved by the Board on April 27, 2023. The Subrecipient Agreement was executed on October 21, 2023.

Task 2 – Design and Development

The goal of this task is to conduct preliminary design work that will prepare for the installation of advanced inductive charging infrastructure and battery storage for demonstration at the Port of Los Angeles' West Basin Container Terminal.

Engineering and Construction designs

POLA Management approved the proposal to perform the infrastructure development project in-house with POLA C&M, alleviating the need for a lengthy RFP process. POLA Engineering and C&M completed all designs and plan checks for the in-house infrastructure construction. Electrical and structural permits were approved, as detailed under Task 1.7. In October 2021, LADBS identified a methane gas issue thought to require methane mitigation modification to the electrical design. POLA Engineering resolved the issue with LADBS in December 2021 and the project moved forward as planned.

Engineering continued to move forward with plans to expedite procurement for the Area #2 transformer, switchgear, and BESS. The Purchase Order (PO) was approved by the POLA Board on June 23, 2022 and confirmed by the Los Angeles City Council late July, per LA City Charter. With the PO approved, Schneider Electric was expected to prepare shop drawings for the transformer, switchgear, and BESS. Shop drawings for the transformer and switchgear were received in August, circulated through Engineering and C&M, and approved. The BESS shop drawings were received on December 5, 2022. Engineering and C&M reviewed the shop drawings and returned them to Schneider Electric with comments and questions. Responses were received late January 2023. After review by Engineering and C&M, a request for additional clarification on layout and conduit placement was sent back to Schneider Electric.

Carrying into September 2023, Engineering and C&M continued to refine information from Schneider Electric to gain clarity needed to move forward with design plans. On May 23, 2023, Schneider Electric representative, Philip Abad, joined the weekly internal team meeting. Philip agreed to work with the team to resolve design questions in the coming weeks. Questions posed by the team included wiring and conduit placement for the BESS, decoupling the BESS cabinet from the batteries to pre-set the cabinet, possibility of battery drain based on delivery date of BESS, and possibility of expediting switchgear delivery. The project team gained additional support from Schneider Electric in July, August, and September. Clarification was needed on the CAN bus wiring, control cables, grounding, and DC cables. While much of the information on wiring placement and interconnection of gear, necessary to complete the design plan revisions, was expected in Q4, some elements of the wiring schematics were still missing as of January 2024. In February, additional information required C&M to reorder wiring and conduit to fit with the equipment specifications.

Permitting for infrastructure design plan revisions was delayed, due to modifications to the construction footprint and equipment interface, based on information received from the equipment supplier. Engineering submitted design plans for the electrical and structural in December. Electrical plans were approved and emailed to the CAM in January 2024. There were some minor adjustments to the electrical plans in February. As of March, structural permits are still pending. Once approved, C&M will move forward with the final phase of construction.



Purchase necessary equipment to support WAVE installations

POLA Engineering and C&M continued to move forward with equipment procurement, with extended lead-times, due to global supply chain issues.

As of November 2022, all WAVE ground sound equipment was delivered to WBCT. WAVE delivered the first two charging system tub units and materials for installation of the opportunity charging infrastructure in August 2021. Once on site, there were some design discrepancies that C&M and WAVE resolved in September. Ten charging system tub units and all five cooling cabinets were delivered to WBCT in April 2022. By early August 2022, all five power supply units were delivered. By October 2022, the final of the five primary cabinets was delivered. In November 2022, the last of the ten primary pads was delivered. The tuning caps for the control board were received in November.

The PO for Area #2 switchgear and transformer was tied to the PO for the BESS, which was put on hold, due to the SWO. Delayed delivery of the switchgear and transformer will cause delays energizing the Area #2 corral chargers. The PO for the Area #2 transformer, switchgear, and BESS was presented to the POLA Board on June 23, 2022. The PO was approved by the POLA Board on June 23, 2022 and confirmed by the Los Angeles City Council late July, per LA City Charter. With approval of the PO, the equipment provider and vendor were announced. Schneider Electric, the equipment provider, was expected to provide shop drawings late July 2022 for the transformer, switchgear, and BESS; however, the drawings were delayed, as detailed in the section above. Shop drawings for the transformer and switchgear were received in August 2022, circulated through Engineering and C&M, and approved. The BESS shop drawings were received on December 5, 2022. With pending questions regarding layout and conduit placement, system design plans were still in process as of November 2023. Designs were submitted for permitting in December 2023.

The transformer was delivered to WBCT on September 19, 2023. Two small transformers (isolation and small control) and an integration hub were delivered in February 2024. These small parts are needed to connect the BESS to the charging system. In order to preserve the batteries from degradation, delivery of the BESS was placed on hold, and formally requested for shipment in February. In March, the batteries were prepped and conditioned for shipping, with an expected ship date early April.

Engineering personnel staffing challenges were encountered at Schneider Electric's plant in Rojo, Mexico, delaying manufacture of the switchgear. Additionally, the switchgear required a new main breaker, which was shipped to Rojo from Schneider Electric's factory in Missouri mid-December 2023. With receipt of the breaker, it was expected to take about two weeks to complete the switchgear and another week for transportation to WBCT. Manufacturing completion was anticipated by December 27, 2023 and delivery to WBCT the first week of 2024; however, additional delays were reported. The switchgear was delivered to WBCT January 29, 2024.

Design, fabricate, and build components, systems, and subsystems

The WAVE prototype unit build was completed in early June 2021. Initial power-up tests were conducted, and the unit successfully transferred power. Additional configuration testing was performed. The prototype unit was validation tested in July and pre-certified at the WAVE facility. The prototype unit was delivered to the BYD Lancaster facility in early August. System integration was slightly delayed, while BYD waited for brackets to be shipped from China. The brackets were received on August 23, 2021. Mechanical fit-up and integration of the charging equipment with

the battery-electric yard tractor took place at the BYD Lancaster facility with a WAVE technician on-site. The process began in late August. In early September, a software update was requested from the BYD engineers in China and received mid-September. In August, two charging system tub units were delivered to WBCT in coordination with POLA Engineering and C&M.

WAVE and BYD collaborated on a detailed testing plan for the prototype, which was delivered to the WAVE facility in Salt Lake City on October 11, 2021. Validation testing included vehicle communication systems, manual and automatic charging cycles, and charging performance metrics. Testing was successfully completed, and the yard tractor sent back to BYD's Lancaster facility on October 27. The second WAVE system was sent out to BYD on October 7 and by mid-October, a WAVE technician was on-site to assist with the integration process. The second truck was completed December 17, 2021.

In parallel with the vehicle side equipment, WAVE was preparing gear for installation at the Area #1 opportunity charging station. By November 17, 2021, the primary pads, primary cabinet, and cooler were ready to ship to WBCT. The power supply was shipped directly from the supplier. Due to construction delays, exacerbated by excessive December rain, construction team members who tested positive for COVID-19 in January 2022, and supply chain issues, delivery of the charging equipment to complete the two opportunity chargers was delayed until the week of January 17, 2022. Installation of the two primary pads and anchoring the equipment began the week of February 7, 2022. UL inspection for certification took place on February 16. The final certification report was received on February 28, and documentation sent to the CAM. The equipment passed LADBS inspection on March 17, 2022.

WAVE delivered two secondary system vehicle side charging units to BYD by mid-July, for integration with yard tractors 3 and 4. Production at the BYD Lancaster facility was behind schedule, due to raw materials and personnel limitations, resurgence of COVID-19, and new staff training. In November 2022, the WAVE team sent technical assistance to the facility to assist BYD with the integration process, since the institutional knowledge of the previous integration was lost. Integration of yard tractor 3 was completed late November and 4 was completed in late December. In February 2023, WAVE installed software upgrades to yard tractors 3 and 4 at the BYD facility.

Vehicle side charging pads for yard tractors 5 and 6 were shipped to BYD on January 20, 2023. BYD completed and delivered the yard tractors to WBCT on January 2 and 4, 2024. The remaining four vehicle-side charging pads were delivered to BYD on November 27, 2023. During February and March 2024, the WAVE technician went to BYD's Lancaster facility three times to integrate yard tractor 9, but the yard tractor was still on the production line. Integration was completed in late March. Yard tractor 7 is scheduled for completion and integration the first week of April. Yard tractors 8 and 10 are scheduled for completion by the end of April, will then be integrated, and delivered to WBCT. WAVE will continue to work with BYD to support system integration of the remaining yard tractors.

Design and construct the Battery Storage System

A peak-shaving battery storage system with ~1.0 MW capacity was designed in the original proposal to align with the needs of terminal operations and to interface with equipment specifications. Battery suppliers, identified in the original project application and the subsequent provider selection, discontinued production of battery storage systems. The project team explored contingency solutions that would still provide proof of concept for the BESS. Demonstration of the



BESS is expected to provide significant value for gaining understanding of power management and operational benefits.

In April 2021, design plans were revised to reflect this new direction and submitted to LADBS for plan check review; design plans were approved by LADBS August 10, 2021. In June, POLA Engineering met with distributors to discuss system specifications and expedited delivery. Currently, the delivery schedule is as follows: BESS (April 2024), transformer (September 2023), switchgear (January 2024). In August 2022, POLA Engineering and C&M circulated and approved shop drawings received from Schneider Electric for the transformer and switchgear. Shop drawings for the BESS were received on December 5, 2022, circulated through Engineering and C&M, and returned to Schneider Electric with questions and comments. In late January 2023, responses were received. Additional questions and clarification on layout and conduit placement were needed, so sent back to Schneider Electric. During Q3 and Q4 2023, Q1 2024, collaborative efforts were still underway. In February and March 2024, the BESS was prepped for shipping and is expected to arrive in late April.

Task 3 – Build, Install, and Commission Equipment

The goal of this task is to install infrastructure for twelve charging stations, including ten base chargers and two opportunity chargers, to power ten battery-electric yard tractors for demonstration at the Port of Los Angeles' West Basin Container Terminal.

Construction and installation of infrastructure

In July 2021, POLA C&M team was deployed to Berth 100 at WBCT and began the process to survey, trench, and lay conduits for the electrical development, while trying to minimize impact to terminal operations. During August, Phase One of the project moved forward as the team potholed, identified interfering substructures, mapped, surveyed conduit paths, and placed k-rail and fencing to secure work areas. In September, C&M laid conduit, poured concrete, and restored the area to allow WBCT to resume operational use. During October, the C&M team installed and backfilled the main substructure for the electrical feed from the substation to the WAVE charger location at Area #1 and cut concrete for placement of the WAVE chargers and the substation. In November, Area #1 construction was placed on hold, due to the methane issues addressed under Task 2. During December, the methane gas issue was resolved, and construction resumed. The team planned to pour concrete during the week of December 20, but several days of heavy rains delayed the project. The concrete pour was rescheduled for the week of January 10, 2022; however, construction team members tested positive for COVID-19. Concrete was successfully poured the week of January 24.

Area #1 installation of WAVE's two primary pads and anchoring the equipment was completed by mid-February 2022. Construction for Area #1 was nearly completed in February, except the section needed to remain open for final power connection during inspection by LADBS. On March 17, LADBS inspection required power shutoff for a three hour period, in coordination with WBCT. The equipment passed LADBS inspection on March 17, 2022.

Construction of Area #1 was scheduled for completion the week of March 21, 2022. The WAVE team travelled to California for commissioning and operator training the week of March 28. Due to a missed communication, on March 28, concrete and asphalt finishing was not done and the chargers were not energized. The WAVE team cancelled the weeks' activities and returned to Salt Lake City. Area #1 was completed the following week. Commissioning and training activities were rescheduled and successfully took place the week of April 11, 2022.

As mentioned under Task 2, the PO for Area #2 switchgear and transformer was tied to the PO for the BESS, which was put on hold, due to the SWO. Although the SWO was lifted on March 30, 2022, extended lead-times for delivery of the switchgear and transformer are expected to cause delays energizing the Area #2 corral chargers.

During May 2022, the C&M team worked on the underground sections of Area #2 and laid conduit for the northern-most set of gear and charging pads, referred to as gear pad #5. They moved onto the next set of pads, which is referred to as gear pad #4. This included the WAVE electrical pad and charging plates. WAVE reviewed conduit placement for approval. Electrical inspection was scheduled June 2 and grading inspection June 3. C&M poured slurry for those sections the week of June 8, followed by the rebar cages and structural components. WAVE signed off on placement of gear pads #4 and #5 on June 29, prior to the concrete pour. WAVE inspected each section for conduit placement prior to pouring slurry and gear pad placement prior to pouring concrete. By the end of July 2022 all underground installation was complete.

Concrete pours were completed over several days between August 1-10, 2022 for gear pads #1, #2, and #3 and four of the charging pads. In September, two WAVE primary cabinets arrived, the gear was set, and bollards placed around the back side of the gear. This process continued as the primary cabinets arrived. Due to WAVE production delays, the scheduled concrete delivery was cancelled, resulting in revised dates extending three-four weeks past delivery of the final primary cabinet. During November, the final WAVE gear was mounted, bollards placed around the front and back of the gear, and the concrete pours nearly completed and cured. Concrete pours between the bollards and gear pads were delayed, due to an administrative hold up. In December, the final concrete pour was completed and cured. On December 21, 2022 the asphalt was laid and then the primary pads were set to avoid damage.

The week of January 17, 2023, WAVE was onsite to pull remaining conduit, install the control board, and prepare for UL inspection. Due to some cleanup needed after heavy rains, the installation was not completed. The WAVE team returned the week of February 13 to complete installation. UL inspection and certification was completed on February 22, 2023. In February, C&M consulted with WBCT regarding removal of the fencing and k-rail to reduce the footprint and return access to WBCT until delivery of the switchgear and BESS.

In November 2023, the construction team was reformed and site construction resumed. Temporary fencing was installed, bollards were prepped, trenching excavation began, and chipping progressed. During December 2023 and January, February, March 2024, construction progressed steadily, while mitigating the impact of heavy rains. In February, conduits on the south side were laid and encased in slurry and the team moved forward with rebar cages. However, the size of the rebar changed recently from 6 to 7, requiring last-minute ordering of rebar couplers, which tie the main electrical gear into the existing pad. As of March, vendor leadtime was about 7-8 weeks. This will further delay construction (see infrastructure development photos, Figure 1).

Purchase/delivery of 10 WAVE-compatible electric yard tractors

The initial Purchase Order between WBCT and BYD was executed mid-April 2021. The builds were completed for the 10 yard tractors, the agreed upon specifications included, and the WAVE integration and validation testing of the prototype unit was successfully completed in October. Integration of yard tractor 2 was completed in December, with final programming finished by December 17, 2021.



As mentioned above (Task 2), two of the ten battery-electric yard tractors were scheduled for earlier deployment in conjunction with the two opportunity chargers. Integration of the prototype charging equipment with the battery-electric yard tractor was performed at the BYD Lancaster facility with a WAVE technician onsite, with a similar process for the second unit. Two fully integrated yard tractors and the charging equipment were scheduled for delivery to WBCT the week of January 10, 2022. Due to infrastructure delays detailed above (Task 3), and ECN modifications taking place at the BYD factory in Lancaster, the first integrated yard tractor was delivered to WBCT on February 26, 2022. Materials to complete requested beavertail modifications were received in May. Delivery of the second yard tractor was on June 13, 2022.

Area #1 opportunity chargers and both yard tractors completed commissioning and were placed into service on June 16, 2022. Two operators, with rover duties that provided a good mix of long travel runs and varying container weights, were assigned to the units. Both units ran a full shift the following day, as well, with the same operators. The yard tractors were pulled after the second day's shift to address a few items for correction identified by WBCT: issues raising the fifth wheel, back-up warning device too quiet, and charging indicator tree lights did not engage. On a positive note, the operators favored the power curve and ride quality of the units, driver visibility to their surroundings was excellent, and AC system was great on a warm and humid day.

BYD ordered materials from China to reinforce the beavertails, which were delivered late July. Modifications of yard tractors 1 and 2 were completed during August. Yard tractor 1 was delivered to WBCT on August 9 and 2 was delivered August 28. The equipment resumed operational duties in September 2022.

On September 16, 2022, both units were red-tagged for safety concerns. Neither unit had functioning backup alarms and one unit did not have a functioning engine noise simulator (ENS). Technicians determined that one ENS was not installed on the yard tractor. The backup alarms had been removed, due to previous specifications requested by WBCT. Those specifications had later been changed to increase the sound of the backup alarms, but the change order was not properly administered. BYD technicians resolved these issues in early October. BYD will meet these conditions at the factory for the additional eight yard tractors.

On October 18, 2022, both units were again red-tagged. Unit 1 was losing hydraulic pressure in the fifth wheel lift cylinder. When the unit was raised, the cylinder drifted lower. Technicians were sent out the following day and by October 31 had resolved the problem. One of the pressure sensor's parameters was too sensitive. The technician reset the parameter, which is expected to keep the fifth wheel in the designated position when operating.

The operator of unit 2 noticed the door was difficult to open. The issue grew progressively worse until she could not open the door and called for assistance. The technician resolved the issue by rearranging the door latches. BYD stated that these yard tractors are not designed to be driven with the rear door open. WBCT stated that drivers are used to leaving them open, since they often are in and out of the cab to hook up the cargo. BYD Engineers considered possible methods to stabilize the door alignment. WBCT agreed to train the drivers to close the rear door, until BYD could provide a practical solution that accommodates the needs of terminal operations. As noted by WBCT, the terminal will not compromise on operator safety. The yard tractors were delegated to operate mostly against the rail, since the unit is attached to a bombcart for the entire shift, reducing the need to keep the door open.

WAVE delivered two secondary system vehicle side units to BYD mid-July 2022 for integration with yard tractors 3 and 4. In November 2022, the WAVE team sent technical assistance to BYD's Lancaster facility to assist with the integration process, since the institutional knowledge of the previous integration was lost. Integration of yard tractor 3 was completed late November and 4 completed in December. Delivery of yard tractors 3 and 4 to WBCT will minimize utilization downtime, since yard tractors 1 - 4 may be rotated, as needed, for routine maintenance and repairs.

In December 2022, BYD Engineers designed a manual door to be retrofitted to yard tractor 3. BYD shared the engineering plans with WBCT on January 3, 2023 and WBCT agreed to move forward with this potential solution on January 10. Once the door is changed to the manual version, BYD will be unable to change the unit back to the hydraulic door system. The door retrofit to yard tractor 3 was completed February 16, 2023. BYD's validation testing included opening and closing the door 1,500 times. Once delivered, WBCT tested and approved of the unit's operational viability. In February, BYD ordered materials from China to retrofit the remaining nine yard tractors with the manual door assembly. Door retrofit materials were received on June 20, 2023. Yard tractors 1, 2, and 4 began the door retrofit process the following week and were completed in July 2023.

On January 31, 2023, an issue with the hour meters was reported by WBCT. Yard tractor 1 recorded only 4 hours of operation. Yard tractor 2 did not have an hour meter. BYD remedied the issue on February 23 and will ensure hour meters are properly installed on the remaining equipment. At the time of repair, an issue with the SOC was noted by the BYD technician. WAVE evaluated and determined the cause to be a faulty WAVE LV box, which was repaired the following week.

In conjunction, WAVE and BYD continued to collaborate on resolving issues surrounding the charging toggle switch and charging indicator tree lights. During September 2022, engineering design plans were drawn and parts acquisition set in motion. In November, the toggle switch was successfully eliminated. WAVE continued to perfect the software and installed a software upgrade the week of January 17, 2023. BYD engineers prepared a software upgrade for the charging indicator tree lights. Testing in November was unsuccessful, so an additional software upgrade was prepared and installed in January 2023. Additional software upgrades were installed in February and another in March. The issue remained unresolved in April and was resolved on May 25. Additionally, in March, an issue was reported with the data link connector on the truck side of 3. This was causing incorrect controller area network (CAN) data. BYD technicians were onsite twice in May to repair both the charging tree indicator lights and the data link connector. A WAVE technician was onsite to support the repairs.

In July 2023, the data collection team noticed an anomaly in the data from yard tractor 3. Although the yard tractor was not in operation, the data indicates dozens of repetitive ignition starts. As a safety precaution, the yard tractor was removed from the charging pad and relocated to a remote area of the terminal. The team reviewed the information and determined that the problem stems from the GeoTab data logger interface with the yard tractor. BYD engineers and technicians are working closely with GeoTab to resolve the issue. Both GeoTab and BYD are confident that the issue is data logger-based and does not pose a risk to equipment performance or operator safety. Once resolved, all ten yard tractors will be updated accordingly.

On October 3rd and 4th, yard tractor 4 was delivered and 1 and 2 were redelivered to WBCT. Due to the data anomaly issue, the equipment remained out of service until November 20, 2023, at which time issues were discovered. Yard tractor 1 (#35400) had a monitor panel that was not held by screws and the display was cutting out intermittently. 2 (35401) would not charge, displayed a fault code, and the display was cracked. 3 (35402) would not start and appeared to have a drained battery. A WAVE technician inspected and made a preliminary review of the equipment on November 30. Necessary parts were ordered. During February and March 2024, one yard tractor was functioning, a second was functioning intermittently, and four others required commissioning and/or repairs, indicating 0% state of charge (SOC). WBCT will purchase a portable battery charger to bring the yard tractors up to a sufficient charge (about 7-10% SOC) to allow the WAVE system to charge the yard tractors.

On January 20, 2023, WAVE shipped vehicle side charging pads for yard tractors 5 and 6 to BYD. BYD began working on modifications in May 2023 and incorporated the manual door retrofit. The retrofit was scheduled for completion in early October and the WAVE time was scheduled to assist with integration on October 17; however, additional issues were revealed, delaying integration. BYD dealt with the cooling leak and some minor issues during November. Yard tractors 5 and 6 were integrated with the WAVE vehicle-side charging pads in December and delivered to WBCT on January 2 and 4, 2024.

Yard tractors 7 - 10 moved onto the production line in mid- December and were expected to be integrated and delivered to WBCT by January 31, 2024. (Per the US EPA Targeted Air Shed Grant, funding part of the yard tractor purchase, all integrated yard tractors were targeted for delivery to WBCT by January 31, 2024.) Due to BYD's production line challenges, the final four yard tractors were delayed. Yard tractor 9 was integrated in late March. Yard tractor 7 is scheduled for integration the first week of April. Completion of yard tractors 8 and 10 is expected in late April.

LAHD match for yard tractors*

All yard tractors were purchased and invoiced prior to February 29, 2024. Invoice submittals to the CEC and AQMD are in process. Yard tractors are being purchased through the US EPA Targeted Air Shed Grant awarded through the South Coast AQMD. Cost-share funds were also committed by LAHD and WBCT under that grant agreement.

Task 4 – Demonstration, Data Collection and Analysis

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report. Plans were approved to utilize Tetra Tech and the University of California at Riverside (UCR) for data collection and analysis. A kick-off meeting took place on August 4, 2022.

The data team consulted frequently with project management and project partners regarding data parameters and data collection tools, in order to meet expectations, set forth in the CEC grant agreement. The data collection team prepared a draft Data Collection Test Plan, which was reviewed by project management and circulated to the project team on September 22, 2022. The draft Data Collection Test Plan was submitted for CAM review October 11, 2022. The CAM provided comments on October 12. The team integrated the CAM's comments in a revised report that was submitted to the CAM on November 22. Comments were returned on January 11, 2023. The team submitted revisions in February, with minor changes requested by the CAM. The Data Collection Test Plan was approved by the CAM on March 5, 2023. In July, the team agreed on



revised baseline vehicle metrics. The Data Collection Test Plan was rewritten to incorporate the revision and was accepted by the CAM.

The data team continues to work with the project team to refine and perfect the data streams. The team is working with WAVE for the charging equipment data and with BYD on GeoTab yard tractor data. In January, February, and March, two of the yard tractors indicated some days of operational duty, which allowed the data team to work on perfecting data stream collection and analysis.

How We Are Doing Compared to Our Plan

The WAVE and BYD teams successfully collaborated on integration for the inductive charging units and the vehicle mounting system. Construction for Area #1 was completed and passed LADBS inspection. The WAVE and BYD teams conducted commissioning and training for operators and mechanics. Successful commissioning of the first two yard tractors and Area #1 chargers took place on June 16, 2022, with operation beginning the same day. However, as detailed under Task 3, the yard tractors then experienced several challenges and returned to BYD's Lancaster facility for retrofits.

Construction of Area #2 is progressing well. WAVE completed installation of the control board, conduits, and pads in February 2023 and the system passed UL certification on February 22, 2023. In November 2023, construction resumed and continues moving forward. Engineering and C&M teams continued working on equipment and materials procurement with extended lead-times, due to global supply chain issues and PO constraints. The switchgear and transformer, needed to energize the WAVE chargers for Area #2, were tied to the PO of the BESS, which continues to impact the demonstration schedule. The transformer was delivered to WBCT on September 19, 2023. The switchgear was delivered January 28, 2024. Manufacture of the BESS was completed in November 2023; however, BESS delivery was delayed until the infrastructure is able to accept the unit and energize soon after, to prevent battery depletion. Targeted delivery is late April 2024.

Project management continues to facilitate discussions with the Project Partners and held one monthly team meeting with the CEC in March 2024. POLA project management held three weekly team collaboration meetings. Project management and the CAM are processing the no-cost milestone and term extensions, which will require an Amendment to the Agreement.

Significant Problems or Challenges

As mentioned in previous sections, POLA Engineering encountered challenges while designing parameters for the battery storage system, resulting in delays for integration of the system into the infrastructure designs. Once the designs were submitted, COVID-19 restrictions, compounded by unprecedented California wildfires, caused lengthy delays for the LADBS plan review. This caused an eight-month delay in the infrastructure construction schedule. As a means to alleviate these delays, POLA decided to take the infrastructure construction in-house.

Adding to the infrastructure delay, as the design process neared completion, the battery supplier most closely aligned with the project needs and specifications ceased production of battery storage units. The project team viewed this challenge as an opportunity to explore contingency solutions that will retain proof of concept for the battery storage system. POLA expects value added, for gaining understanding of power management and operational benefits of a peak-shaving battery storage system.

As mentioned above, with the SWO for the BESS lifted on March 30, 2022, equipment and materials procurement moved forward for that portion of the project. The switchgear and transformer, needed to energize the WAVE chargers for Area #2, were tied to the PO of the BESS. Extended lead times and delays impacted the demonstration schedule. Detailed design schematics from the vendor were expected by August 2022, with complete and accurate information still pending in January 2024. Scheduling for Area #2 completion is targeted for early May 2024; however, due to longer than expected leadtimes further delays may be encountered.

Although Area #1 was energized and the first two yard tractors were placed in-service on June 16, 2022, the yard tractors operated for two shifts before being taken out of service for modifications, as detailed under Task 3. The yard tractors experienced several challenges over the past year, with limited operational duty in between retrofit modifications and repairs. The team anticipates product improvement moving forward. The issues are expected to be remedied by the time Area #2 is energized, all ten yard tractors are delivered, and the project is in full demonstration mode.

Personnel turnover and other challenges at BYD resulted in delays modifying the first two yard tractors and continued to challenge completion of the third and fourth yard tractors. Engineers, technicians, and other staff experienced a steep learning curve to meet project expectations. Additionally, extended lead times delayed materials delivery from China. Modifications and system integration of the remaining yard tractors were also impacted. With the heavy personnel turnover, institutional knowledge was lost, resulting in elimination of certain design features necessary for long-term usage in terminal operations. These design elements continue to be evaluated and resolved.

The WAVE equipment performed well during charging events. Some challenges arose regarding positioning of the vehicle over the pad and percentage of coverage required to initiate charging. The team is collaborating to resolve these challenges prior to energizing Area #2. The challenges detailed in this section are part of the lessons learned expected from demonstration projects and the team anticipates more consistent operation of the chargers and yard tractors moving forward.

What We Expect to Accomplish During the Next Reporting Period

During April, POLA Engineering and C&M plan to complete permitting for the structural design drawing revisions, confirm delivery dates for the BESS, and move forward with installation preparation for Area #2 (Task 2). WAVE expects to integrate the vehicle-side charging units for yard tractors 7, 8, and 10 as they come off of BYD's production line (Task 3). WAVE is expected to remedy any remaining issues with yard tractors 3 - 6 (Task 3). The data collection team will collect and process data as the yard tractors are placed in service (Task 4). The BYD team will complete and deliver yard tractors 7 - 10 (Task 3). Project Management will continue to process extension request items with the CAM. Project management plans to conduct the monthly team progress meeting with the CAM to discuss status updates, questions, and concerns via Teams (Task 1). Project management plans to conduct weekly internal team meetings to discuss action items, questions, and concerns via Teams (Task 1).



Current and Cumulative Budget Expenditures

A summary of the project’s task-by-task budget, current expenditure, and cumulative expenditure is provided below in Table 1.

Table 1: Project Budget Overview

Task No.	CEC Budget	Match Funding Budget	CEC <u>Current</u> Expenditures	Match <u>Current</u> Expenditures	CEC Cumulative Expenditures	Match Cumulative Expenditures
1.0	\$0	\$0	\$0	\$0	\$0	\$0
2.0	\$3,896,950	\$0	\$0	\$0	\$3,396,950	\$0
3.0	\$3,945,320	\$3,405,784	\$0	\$0	\$3,305,287	\$1,371,145
4.0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$7,842,270	\$3,405,784	\$0	\$0	\$6,702,237	\$1,371,145

Status of Milestones and Products

Table 2 provides an at-a-glance update of the project status on a task-by-task basis.

Table 2: Project Status Overview

Task	Planned Completion Date	Status (% complete)
Task 1 – Administration	6/30/2025	37%
Task 2 – Design and Develop Charging Infrastructure	1/31/2023	95%
Task 3 – Build, Install, and Commission Infrastructure; Deliver Yard Tractors*	3/29/2024	68%
Task 4 – Demonstration, Data Collection, and Analysis	4/30/2025	6%

*Yard tractors are being purchased through a US EPA grant awarded through the South Coast Air Quality Management District. Cost-share funds will also be committed by LAHD and WBCT under that grant agreement.



**ATTACHMENT A
SCHEDULE OF DELIVERABLES AND DUE DATES**

Schedule of Products and Due Dates

Note: Schedule is under revisions with the Project Manager and the CAM.

Agreement Term: 6/15/2018 - 06/30/2025

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting	Updated Schedule of Products	9/19/19
		Updated List of Match Funds	9/19/19
		Updated List of Permits	9/19/19
		Kick-Off Meeting Agenda (CEC)	9/19/19
1.2	Critical Project Review Meetings	CPR Report	3/31/21
		Written determination (CEC)	4/7/21
	1st CPR Meeting	CPR Report	<u>2/1/24</u>
		Written determination (CEC)	<u>2/23/24</u>
1.3	Final Meeting	Written documentation of meeting agreements	<u>4/25/25</u>
		Schedule for completing closeout activities	<u>4/25/25</u>
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.4	Monthly Progress Reports		
1.5	Final Report	Final Outline of the Final Report	<u>10/30/24</u>
		Draft Final Report (no less than 60 days before the end term of the agreement)	<u>2/14/25</u>
		Final Report	<u>4/30/25</u>
1.6	Identify and Obtain Match Funds	A letter regarding match funds or stating that no match funds are provided	1/31/19



	Copy(ies) of each match fund commitment letter(s) (if applicable)	1/31/19
	Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
	Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds
1.7	Identify and Obtain Required Permits	
	Letter documenting the permits or stating that no permits are required	1/31/19
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8	Obtain and Execute Subcontracts	
	Letter describing the subcontracts needed, or stating that no subcontracts are required	12/31/19
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of execution
2	DESIGN AND DEVELOPMENT	
	Final equipment list	<u>12/9/22</u>
	Executed BESS technical agreement	<u>1/31/23</u>
	WAVE System Test Report	4/1/22
	Copy of approved infrastructure designs	<u>1/31/23</u>
3	BUILD, INSTALL AND COMMISSION	
	Task 3 Summary Report with Photographs	<u>3/29/24</u>
4	DEMONSTRATION, DATA COLLECTION AND ANALYSIS	
	Data Collection Test Plan	<u>10/21/22</u>
	Data collection information and analysis will be provided in the final report (Task 1.5)	<u>4/30/25</u>

*Yard tractors are being purchased through a US EPA grant awarded through the South Coast Air Quality Management District. Cost-share funds will also be committed by LAHD and WBCT under that grant agreement.



ATTACHMENT B – CAM PROJECT MEETING NOTES, PROJECT DOCUMENTATION, ETC.

**Project Team Meeting – for ARV-17-049
Port of Los Angeles (POLA)
March 19, 2024 1:00 - 2:00 PM
Zero Emission Freight Vehicle Advanced Infrastructure Demonstration (AID)**

This meeting was held on Teams; a link was sent via the calendar invitation.

ATTENDEES

CEC – Marc Perry
POLA Environmental Management - Laura Hunter
SCAQMD – Sam Cao
POLA Construction & Maintenance (C&M) – Tom Patterson
POLA Engineering – Dac Hoang
Ports America (WBCT) - Willy Won
WAVE – Pradeep Gaddam
BYD – Venson Qiu, Jonathan Polak
TetraTech / UCR – Eddy Huang, Tom Durbin, Erica Alvarado
Schneider Electric (guest) – Troy Vanhoesen

Laura (POLA) opened the meeting with roll call and an administrative update. Marc (CEC) and Laura are processing Amendment #3 to the Agreement with no-cost milestone/term extensions. There was a DocuSign issue, which Marc is resolving internally. Revised paperwork should be coming to POLA via Laura soon. Laura already started the paperwork and will submit to the City Attorney as soon as received. Laura is also compiling the match share invoice for the remainder of the yard tractors. This invoice will be done separately from the reimbursables. Laura and Marc discussed potential dates for the Second CPR and agreed that it would be more productive to hold closer to the construction completion date.

Sam (AQMD) reported that the TAG extension request is with EPA HQ in DC. We should expect a discussion within a month or two. The invoices were received prior to the contract expiration of 2/29/2024, so good to go, plus 120 days to complete the necessary paperwork and reporting requirements. Laura is compiling the invoices for Marc and will prepare a package for Sam, as well. Laura and Sam will work together on providing additional deliverables.

Troy (Schneider Electric) reported on procurement progress for the BESS, which is being prepped for shipping. Troy does not have confirmation of pick up yet. Transit time will likely be about 2-4 weeks, maybe received mid-April. Additionally, Troy expects the small breaker to arrive soon, which he will hand-deliver to Tom (C&M).

Dac (Engineering) updated the team on the structural plans. Engineering is still waiting for a response from Los Angeles Department of Building and Safety (LADBS).

Tom (C&M) reported that the construction team is moving forward with the electrical. The structural is moving forward, based on current information, although without LADBS approval, construction may only progress until inspection is needed.



There is also a timeline concern for ordering the rebar couplers to tie the main electrical gear into the existing pad. The size of the rebar kept changing with each piece of information from Schneider, so was unable to order the couplers until confirmed. Recently, the rebar changed from 6 to 7. The couplers are around \$300 each and 90 are needed. The order was submitted last month and just made it through procurement, now with a 7-8 week lead time from the vendor. That puts the timing to around May 10th. The pads on the west side can be done, but the south side cannot be done without the couplers. The other pads will likely be completed prior to receiving the couplers. This will mean the infrastructure may not be commissioned and energized until mid/late July.

Willy reported that one of the six yard tractors at the terminal is functioning. The second is functioning intermittently. The state of charge (SOC) indicates no charge, but will later indicate a full charge. Four of the six yard tractors are not functioning. These are registering 0% SOC and will not initiate WAVE charging. WBCT will purchase a mobile charging unit with a standard CCS plug. Jonathan (BYD) is checking in with the BYD engineering team for equipment specs to ensure charger compatibility.

Pradeep (WAVE) reported on progress with the WAVE system. Glenn (WAVE) is scheduled at BYD today for integration of yard tractor 9. BYD requested coordination notification prior to coming to the facility. Pradeep agreed to check in with Glenn and Jeff. [Pradeep was able to contact Glenn during the meeting. Glenn confirmed that he spoke with Jon (BYD) this morning and tried to call Chris (BYD), who was not reachable. Jon told Glenn that yard tractor 9 was not yet ready for integration. Glenn agreed to do the integration on Thursday.]

Additionally, Steve (WAVE) is working on software updates for the HMI monitors. If completed, Glenn will install at BYD, otherwise they will be installed later at WBCT. This should not impact BYD or the WAVE integration.

Venson (BYD) reported on progress with the yard tractors. Trucks 7, 8, and 10 are finishing production line assembly and expected for completion by end of March. BYD will notify WAVE with confirmation that the yard tractors are completed and will schedule integration.

Tom (UCR) provided updates on the data collection. There was some slight movement on the 5th and 6th of March – one day indicated about 20 - 30 miles for the two trucks, another day there were about 3 – 4 miles. Willy confirmed that this was reasonable, due to current lower volume at the terminal.

The next Monthly Progress Meeting will be held Tuesday, April 16, 2024 @ 1:00 pm PST.

FIGURE 1: POLA Construction & Maintenance moved forward with site preparation to install the switchgear and BESS. Photos clockwise: battery cabinet conduits; west side of the substation; and inverter conduits.



(2019 Supplemental MMRP) LM GHG-1. GHG Credit Fund

Project: Berths 97-109 [China Shipping] Container Terminal Project

Tenant: China Shipping

Application for Port Project (APP) Number: 030127-018 and 150224-504

State Clearinghouse Number: 2003061153

LEASE MEASURE:

LAHD shall establish a Greenhouse Gas Fund, which LAHD shall have the option to accomplish through a Memorandum of Understanding (MOU) with the California Air Resources Board (CARB) or another appropriate entity. The fund shall be used for GHG-reducing projects and programs approved by the Port of Los Angeles, or through the purchase of emission reduction credits from a CARB approved offset registry. It shall be the responsibility of the Tenant to make contributions to the fund in the amount of \$250,000 per year, for a total of eight years, for the funding of GHG reducing projects or the purchase of GHG emission reduction credits, commencing after the date that the SEIR is conclusively determined to be valid, either by operation of Public Resources Code Section 21167.2 or by final judgment or final adjudication (“Conclusive Determination of Validity Date”), as described below. The fund contribution amount is established as follows: (i) the peak year of GHG operational emissions (2030), after application of mitigation, that exceed the established threshold for the Revised Project, estimated in the SEIR to be 129,336 metric tons CO_{2e}, multiplied by (ii) the current (2019) market value of carbon credits established by CARB at \$15.62 per metric ton CO_{2e}. The payment for the first year shall be due within ninety (90) days of the Conclusive Determination of Validity Date, and the payment for each successive year shall be due on the anniversary of the Conclusive Determination of Validity Date. If LAHD is unable to establish the fund through an MOU with CARB within one year prior to when any year’s payment is due, the Tenant shall instead apply that year’s payment, using the same methodology described in parts (i) and (ii) above, to purchase emission reduction credits from a CARB approved GHG offset registry.

Implementation and Monitoring Frequency: The first payment shall be due after the effective start date of the Permit as amended, but within ninety (90) days of the Conclusive Determination of Validity Date as specified in the lease measure. Successive payments, for a total of eight years, shall be due on the anniversary of the Conclusive Determination of Validity Date.

Reporting Requirement: The Tenant shall submit verification documents to the Environmental Management Division such as receipts for fund deposits or payment records from purchases made through verified carbon offset registries.

COMPLIANCE STATUS:

Has compliance with the above lease measure been met?

Yes (please sign form) No (If no, explain in next sections and sign form)

NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or substitute equivalent.

STEPS TAKEN:

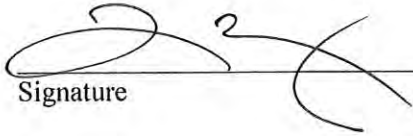
Please see attachment

COMPLIANCE VERIFICATION:

By signing this form, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Quentin Yang, WBCT Vice President

Name and Title of Responsible Person


Signature

7/19/2024
Date



2019 MMRP LM GHG-1_GHG Credit Fund

Lease Measure:

LAHD shall establish a Greenhouse Gas Fund, which LAHD shall have the option to accomplish through a Memorandum of Understanding (MOU) with the California Air Resources Board (CARB) or another appropriate entity. The fund shall be used for GHG reducing projects and programs approved by the Port of Los Angeles, or through the purchase of emission reduction credits from a CARB approved offset registry. It shall be the responsibility of the Tenant to make contributions to the fund in the amount of \$250,000 per year, for a total of eight years, for the funding of GHG reducing projects or the purchase of GHG emission reduction credits, commencing after the date that the SEIR is conclusively determined to be valid, either by operation of Public Resources Code Section 21167.2 or by final judgment or final adjudication (“Conclusive Determination of Validity Date”), as described below. The fund contribution amount is established as follows: (i) the peak year of GHG operational emissions (2030), after application of mitigation, that exceed the established threshold for the Revised Project, estimated in the SEIR to be 129,336 metric tons CO₂e, multiplied by (ii) the current (2019) market value of carbon credits established by CARB at \$15.62 per metric ton CO₂e. The payment for the first year shall be due within ninety (90) days of the Conclusive Determination of Validity Date, and the payment for each successive year shall be due on the anniversary of the Conclusive Determination of Validity Date. If LAHD is unable to establish the fund through an MOU with CARB within one year prior to when any year’s payment is due, the Tenant shall instead apply that year’s payment, using the same methodology described in parts (i) and (ii) above, to purchase emission reduction credits from a CARB approved GHG offset registry.

WBCT Action:

WBCT will comply with the measure once the Greenhouse Gas Fund account is setup.

EXHIBIT D

**LOS ANGELES HARBOR DEPARTMENT
CONSTRUCTION MITIGATION MEASURES
DECEMBER 2008 MMRP**

The China Shipping Container Terminal development project at Berths 97-109 was completed in three phases as follows:

- Phase IIA Construction began on November 9, 2009 and was completed on May 27, 2011 in accordance with Specification # 2696.
- Phase IIB Construction began on February 13, 2013 and was completed on February 12, 2014 in accordance with Specification # 2736; and
- Phase III Construction began on July 25, 2012 and was completed on November 30, 2013 in accordance with Specification #2626.

All applicable mitigation measures required during the construction phases were incorporated into the LAHD contract specifications. The construction contractors were also required to develop Environmental Compliance Plans (ECPs) and implement the requirements of the mitigation measures contained in the contract specifications and ECPs throughout the entire construction duration of each phase. The LAHD Construction Division provides oversight and enforcement of construction requirements for all construction activity.

The following is a summary list of all applicable construction mitigation measures in the areas of Air Quality, Biology, Cultural Resources, Geology, Groundwater, Noise, and Public Services.

- MM AQ-1: Harbor Craft Used during Construction
- MM AQ-2: Cargo Ships
- MM AQ-3: Fleet Modernization for On-Road Trucks
- MM AQ-4: Fleet Modernization for Construction Equipment
- MM AQ-5: Best Management Practices
- MM AQ-6: Additional Fugitive Dust Controls
- MM AQ-7: General Mitigation Measure
- MM AQ-8: Special Precautions near Sensitive Sites
- MM BIO-3: Noise Reduction During Pile Driving
- MM CR-1: Cultural Resources
- MM GEO-1: Emergency Response Planning
- MM GW-1: Site Remediation
- MM GW-2: Contamination Contingency Plan
- MM NOI-1: Construction Limitations
- MM PS-1: Recycling Construction
- MM PS-2: Materials with Recycled Content

The verification documents supporting the completion of these mitigation measures are included in the attachments:

- Environmental Compliance Plan, Berth 100 Wharf South Extension and Backland Development, Contract No. 2278, Specification No. 2626
- Environmental Compliance Plan, Berth 102 Container Wharf, Specification No. 2696
- Environmental Compliance Plan, Berth 102 Rear Backland Development, Specification 2736

- Notice of Completion, Reyes Construction Inc., Berth 100 Wharf South Extension and Backland Development, Contract No. 2278, Specification No. 2626
- Notice of Completion, Griffith/Dutra Joint Venture, Berth 102 Wharf and Backland Improvements, Contract No. 2266, Specification No. 2696
- Notice of Completion, Sully-Miller Contracting Company, Berth 102 Rear Backland Project, Contract No. 2285, Specification No. 2736

Environmental Compliance Plan

Berth 100 Wharf South Extension and Backland Development
The Port of Los Angeles, City of Los Angeles, CA

Contract No. 2278
Specification No. 2626

Prepared for:
Los Angeles Harbor Department/Port of Los Angeles
San Pedro, CA 90731
(310) 732-3675

Prepared by:
Reyes Construction, Inc.
1383 S. Signal Dr.
Pomona, CA 91766
(909) 622-2259

Submittal No: 0005.3RCI
Date: August 3, 2012

Specification Reference: Section 01 35 43

ADP No.: 030127-018

State Clearinghouse Number: 2003061153

PREFACE

The purpose of the Environmental Compliance Plan (ECP) is to establish procedures and regular review processes to ensure that construction of the Berth 100 Wharf South Extension and Backland Development located in the Port of Los Angeles (Port) is in compliance with all applicable Port, local, regional, state, and federal environmental rules, regulations, and laws and the environmental provisions and mitigation measures included in the Construction Contract No. 2278 (Contract) between Reyes Construction, Inc. and Los Angeles Harbor Department (LAHD).

The ECP is also intended to establish procedures to ensure implementation of the environmental mitigation measures included in the Contract and to develop monitoring and reporting procedures to track and document compliance with the environmental provisions of the Contract.

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2. Preliminary Baseline Schedule
3. Tsunami Response Plan
4. Notification Letter and Recipient List
5. Traffic Management Plan

1.0 Project Overview

1.1 Project Description

The Project consists of construction of a reinforced concrete container wharf and backland in accordance with Drawing Nos. 1-2466 and 1-2972. The wharf at Berth 100 South is approximately 14 acres. The work at Berth 100 South includes construction of a rock dike an engineered fill requiring the installation of wick drains, both underwater and on land, a surcharge with instrumentation installation and monitoring, and paving. The work includes site, building and marine demolition, lead and asbestos abatement, the precasting and driving into the rock dike of approximately 200 precast concrete pile, wharf deck and appurtenances, marine fenders, crane rails and appurtenances, storm drain system, sewer system, grading, crushed miscellaneous base, and concrete and asphalt paving, striping, signage and fencing.

1.2 Construction Contractor Contacts & Contact Information

Project Manager:	Mike Ellis	(909) 781-7475
Project Engineer:	Tim Kemp*	(909) 270-6343
Project General Superintendent:	Charles L. Padderatz	(909) 630-3369
Project Marine Superintendent:	Bob Meeks	(619) 403-6555
Project Engineer:	Steven Roque	(909) 270-9950
Project Landside Foreman:	Steve Fernandez	(909) 630-9758

Tim Kemp will be the main contact for the Environmental Compliance Plan

1.3 Schedule

See Appendix 2 for reference.

1.4 Equipment

The following list of equipment will be used for the Demolition, Grading, Rock Disposal, Timber and Concrete Pile Disposal, Pile Driving, Utility Installation, Wharf Construction, Paving Operations, Fence Installation, and the Signing and Striping operations:

Koehring 1466 Excavator - For use on rock slope disposal.

Hitachi 330 Excavator/CAT 320 Excavator w/ Breaker Attachment – For use on building foundation removal and miscellaneous PCC and AC Materials.

Semi End Dump Trucks – For use on transferring materials from jobsite to approved disposal facility.

Flatbed Trucks – For use of transporting materials.

Skytrak Forklift – For use of unloading new materials.

John Deere 710 Backhoe – For use on the demolition operation

***Note:** The above equipment list only covers the initial phases of construction. Updated lists will be submitted as additional equipment is mobilized. Updated Equipment lists will also be submitted on additional work plans required by specifications.

2.0 Standard Environmental Controls

2.1 Local, Regional, State and Federal Environmental Requirements

Standard environmental controls necessary and appropriate to comply with local, regional, state, and federal environmental laws, rules, regulations, and policies are implemented in the construction of the Project. LAHD environmental policies and Contract-required mitigation measures are in addition to standard environmental controls and are addressed in Section 2.2, 2.3, and 3.0 below.

To comply with standard environmental controls, construction activities will incorporate local, regional, state and federal regulations, as well as industry standards and best management standards. These requirements have been put in place to ensure the equipment integrity, leak detection and prevention, public safety, pollution prevention, current technology, natural resource preservation, emergency response, reporting and recordkeeping, standard operating procedures, regular monitoring and inspections, and employee training.

2.2 LAHD Environmental Policies

The Port has established environmental requirements in the Water Resources Action Plan (WRAP), the Port of Los Angeles Environmental Management Policy, and the Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions.

2.2.1 Water Resources Action Plan (WRAP)

On August 12, 2009, the governing boards of the ports of Los Angeles and Long Beach adopted the WRAP, a comprehensive effort to target remaining water and sediment pollution sources in the San Pedro Bay. The WRAP is a planning document, with best management practices to be developed by the LAHD over the coming years. The ECP will be updated to reflect WRAP best management practices applicable to the Project; as such measures are developed by the LAHD.

2.2.2 Environmental Management Policy

On April 11, 2005, the Board of Harbor Commissioners adopted an Environmental Management Policy which committed the LAHD to managing resources and conducting Port developments and operations in both an environmentally and fiscally responsible manner. The requirements and mitigation measures included in the Contract reflect the LAHD's Environmental Management Policy requirements applicable to the Project. Therefore, Sections 2.3 and 3.0 of this ECP include and address applicable Environmental Management Policy requirements.

2.2.3 Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions

The Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions (Guidelines) (Resolution No. 6518, revised November 2009) outline specific measures to be undertaken during Project construction to reduce air emissions from construction activity. Therefore, this ECP has been written to comply with the applicable measures outlined in the Guidelines.

2.3 Contract Requirements

Section 01 35 43 of the Contract includes environmental requirements specific to the Project as detailed below.

2.3.1 Construction Equipment Specifications

- a. Vessels: Ships and barges delivering construction materials to construction site will comply with the expanded Vessels Speed Reduction Program (VSRP) of 12 knots within 40 nautical miles (nm) of Point Fermin to the Precautionary Area.
- b. The following U.S. EPA Standards: Harbor Craft Engine Standards (MM AQ-1), On-Road Trucks (MM AQ-3), and Construction Equipment (MM AQ-4) will be met, unless the Contractor is able to provide proof that any of these circumstances exist:
 - 1) A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement.
 - 2) Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the Project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
 - 3) Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the Contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the Contractor will attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the Project has the controlled equipment available for lease.
 - 4) If one of the above circumstances exists, Contractor will use equipment with the next lower Tier level or EPA rating available. For example: If EPA 2010 equipment is unavailable, then EPA 2007 equipment will be used; if Tier 3 equipment is unavailable, then Tier 2 equipment will be used. At no time will equipment less than a Tier 1 engine standard with a CARB-verified Level 2 DECS.
 - 5) The availability of equipment will be reassessed in conjunction with the years listed in the above Tier Specification on an annual basis. For example, if a piece of equipment is not available prior to December 31, 2011, the Contractor will reassess on January 1, 2012.

See Section 3.0 for the Mitigation Measures mentioned above

2.3.2 Storage of Environmentally Regulated Material on Premises

Contract Section 01 41 00 prohibits construction contractor from generating, storing or handling any Environmentally Regulated Material at the facility, except:

- Limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material;

- Environmentally Regulated Material handled as cargo; and
- Environmentally Regulated Material handled in conformity with the ECP.

Environmentally Regulated Material stored and used at the site generally consists of vehicle/equipment fuels (gasoline, diesel, propane, etc.) oils, lubricants, solvents, and batteries used in vehicle/equipment operation and maintenance. Flammable materials are stored in compliance with applicable Los Angeles Fire Department requirements. Propane pressure storage tanks are permitted and tested in accordance with City of Los Angeles Building and Safety requirements. Material Data Safety Sheets for all Environmentally Regulated Material are maintained on-site.

Wastes from vehicle/equipment maintenance operations include used oils and spent solvents and batteries, and on occasion contaminated bilge water from calling vessels are stored on site until transported for disposal/recycling. Hazardous wastes are transported off-site for disposal, or recycling to the extent feasible, generally on a quarterly basis, in conformance with all local, state, and federal regulations. All hazardous wastes generated on the construction site are manifested in ownership to construction contractor, and in the event of contaminated bilge water in the name of the ship owner or operator, as appropriate.

The construction SWPPP also lists the materials stored, their location, spill prevention measures, and location of spill response equipment and spill response companies under contract to construction contractor. The SWPPP is available and maintained on-site.

Contract Section 01 41 00 establishes procedures and requirements in the event of a spill or release on the construction site. The contractor SWPPP, available on-site includes spill prevention measures aimed at avoiding spills or releases in the first instance. The SWPPP also includes spill response and containment measures in the event of a spill or release of Environmentally Regulated Material on the construction site.

The immediate action in response to a spill or release of an Environmentally Regulated Material on the construction site is to protect worker and public health and safety, control and contain the spill, and prevent such material from entering into the storm drain or harbor, or otherwise contaminate harbor, waters, groundwater, or property. Once controlled, clean-up of the material released would proceed in accordance with all applicable local, state, and federal laws. All appropriate and required notifications to regulatory agencies would be made. Notification to the LAHD would be made immediately after the spill event.

Subsequently, the construction contractor would perform a review of the spill or release, identify issues that contributed to the event, and take corrective action in an effort to avoid similar events in the future. Spill response procedures would also be reviewed and evaluated for opportunities for improvement.

In the event the spill or release results in potential soil, groundwater, harbor water, or sediment contamination, the construction contractor will perform site characterization work as mandated by any governmental agency, and remediation activities if needed and required by any governmental agency. All such activities would be performed in accordance with the procedures and notifications to the LAHD as required by Contract Sections 01 41 00.

2.3.3 Contract Mitigation Measures

Contract Section 01 35 43 requires that the construction contractor comply with environmental mitigation measures (“Mitigation Measures”) and Mitigation Monitoring and Reporting Program.

Section 3.0 of this ECP is dedicated to Mitigation Measures and the associated Monitoring and Reporting Program to ensure compliance with Section 01 35 43.

3.0 Mitigation Measure Implementation and Reporting

3.1 Overview

The Berth 100 Wharf South Extension and Backland Development (Project) was assessed by the LAHD in the Berths 97-109 [China Shipping] Container Terminal Project Environmental Impact Report (EIR) (State Clearinghouse Number: 2003061153; POLA ADP No.: 030127-018), which was certified by the Board of Harbor Commissioners on December 8, 2008. That EIR included mitigation measures, which were incorporated as Contract requirements, as applicable. The Contract establishes the requirements of the environmental mitigation applicable to the construction Project and the frequency with which the construction contractor will report to the LAHD regarding mitigation measure implementation and compliance. This section of the ECP expands upon that information to detail and records that will be maintained to document implementation and compliance with the Mitigation Measures. Further, information regarding compliance strategy is presented as appropriate.

3.2 Monitoring and Reporting Procedures

The construction contractor will submit all completed Mitigation Monitoring and Report forms and applicable verification documents to the LAHD according to the timetables established and identified for each individual Mitigation Measure discussed in this Section, and as summarized in Table 3-1 below and the Mitigation Monitoring and Reporting forms (Appendix 1). The construction contractor representative identified in Section 1.2 as being responsible for ECP compliance will be responsible for verifying implementation of Mitigation Measures and verification information submitted with the Mitigation Monitoring and Reporting forms. The LAHD and construction contractor have agreed to the Monitoring and Reporting schedules established in the ECP.

Table 3-1: Mitigation Measure Monitoring Frequency

Construction Start Date is July 25, 2012

Mitigation Measure	Primary Compliance Timeframe	Contract Monitoring Frequency	ECP Monitoring Frequency
Harbor Craft Engine Standards: MM AQ-1	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Fleet Modernization for On-Road Trucks: MM AQ-3	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Fleet Modernization for Construction Equipment: MM AQ-4	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Best Management Practices: MM AQ-5	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Additional Fugitive Dust Controls: MM AQ-6	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency
General Mitigation Measure: MM AQ-7	Construction Period	At the start of construction and monthly thereafter..	Within 30 days of each Contract Monitoring Frequency date
Special Precautions near Sensitive Sites: MM AQ-8	Pre-Construction	30 Days Prior to the Start of Construction.	Within 30 days of each Contract Monitoring Frequency date
Biological Resources Noise Reduction during Pile Driving: MM BIO-3	During all waterside pile driving activity	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Stop Work if Unanticipated Cultural Resources are Identified During Ground Disturbance Activities: MM CR-1	During all ground disturbance activities	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Emergency Response Planning: MM GEO-1	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Contaminated Contingency Plan: MM GW-2	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date.
Construction Limitations: MM NOI-1	Construction Period	At the start of construction and monthly thereafter.	Within 30 days of each Contract Monitoring Frequency date
Demolition and/or excess construction materials for reuse/recycling: MM PS-1	Construction Period	At the start of construction and monthly thereafter	Within 30 days of each Contract Monitoring Frequency date
Public Services: MM PS-2	Construction Period	At the start of construction and monthly thereafter	Within 30 days of each Contract Monitoring Frequency date
Develop and Implement a Traffic Control Plan Throughout Proposed Project Construction: MM TRANS-1	Construction Period	Prior to start of construction.	Within 30 days of each Contract Monitoring Frequency date

As the construction contractor and the LAHD gain experience with Mitigation Measure implementation and reporting, and as regulations that duplicate or supersede Mitigation Measures become effective, the frequency and need for Monitoring and Reporting reports will be evaluated and modified. Future changes to Mitigation Monitoring and Reporting schedules will be agreed to by the LAHD and construction contractor in conformance with the applicable provisions of Specification Section 00060 "Contract".

Mitigation Monitoring and Reporting Forms for each applicable mitigation measure are included in Attachment 1. The construction contractor will submit the Mitigation Monitoring and Reporting forms and associated required information and data to the LAHD contact identified below:

Construction Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Project Construction Manager

3.3 Air Quality Measures

3.3.1 Harbor Craft Engine Standards: MM AQ-1

Harbor Craft used during construction (MM AQ-1): All harbor craft used during the construction phase of the Project shall, at a minimum, be re-powered to meet the cleanest existing marine engine emission standards or U.S. EPA Tier 3 or cleaner marine engine emission standards.

The above harbor craft measure shall be rnet, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists:

- 1) A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement.
- 2) Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
- 3) Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the Contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, Contractor has attempted to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the Project has the controlled equipment available for lease.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.2 Fleet Modernization for On-Road Trucks: MM AQ-3

- 1) Trucks hauling materials such as debris or fill will be fully covered while in operation off Port property.
- 2) Idling will be restricted to a maximum of 5 minutes when not in use.
- 3) Meet the following U.S. EPA Standards: All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used on-site or to transport materials to and from the site shall comply with EPA 2007 on-road PM emission standards and be the cleanest available NOx (0.10g/bhp-hr PM10 and 2.0 g/bhp-hr NOx). In addition, all on-road trucks shall be outfitted with the BACT devices certified by the California Air Resources Board (CARB). Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

A copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

The above "U.S. EPA Standards" shall be met, unless one of the following circumstances exists and the Contractor is able to provide proof that any of these circumstances exists:

- 1) A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
- 2) Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the Project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
- 3) Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the Contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the Contractor has attempted to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.3 Construction Equipment: MM AQ-4

1. Construction equipment will incorporate, where feasible, emissions savings technology such as hybrid drives and specific fuel economy standards.
2. Idling will be restricted to a maximum of 5 minutes when not in use.
3. Tier Specification:

All off-road diesel-powered construction equipment greater than 50 hp, shall meet U.S. EPA Tier 3 off road emissions standards. In addition, all construction equipment shall be outfitted with the 13th Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB). Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

The above Tier Specifications measures shall be met, unless one of the following circumstances exists and the Contractor is able to provide proof that any of these circumstances exists:

- a) A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement.
- b) Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the Project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
- c) Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor has attempted to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the Project has the controlled equipment available for lease.

If one of the above circumstances exists, the equipment must comply with the lowest available Compliance Alternative No. listed in the Table A Compliance Step Down Table Schedule below. At no time shall equipment meet less than a Tier 1 engine standard with a CARB verified Level 2 Diesel Emissions Control Device System (DECS). The availability of equipment shall be reassessed in conjunction with the years listed in the above Tier Specification on an annual basis. For example, if a piece of equipment is not available prior to December 31, 2011, the Contractor shall reassess this availability on January 2, 2012.

Table A Compliance Step Down Schedule

Compliance Alternative	Engine Standard	CARB-Verified DECS	PM Emissions' g/bhp-hr	NOx Emissions g/bhp-hr
1	Tier 4	N/A	0.01	0.3
2	Tier 3	Level 3	0.02	2.9
3	Tier 2	Level 3	0.02	4.7
4	Tier 1	Level 3	0.06	6.9
5	Tier 2	Level 2	0.08	4.7
6	Tier 2	Level 1	0.11	4.7
7	Tier 2	Uncontrolled	0.15	4.7
8	Tier 1	Level 2	0.2	6.9
Equipment less than Tier 1, Level 2, shall not be permitted.				

*Stated emission levels are for engine horsepower ratings of 176 bhp and above.

Emission levels for engine bhp ratings below 176 hp are marginally higher.

(0.02-0.08 g/bhp-hr depending on hp, Tier and VDEC level)

f) General: For any of the above mitigation measures, required technology can be replaced by a new and/or alternative technology, provided the technology (1) is CARB-certified, (2) is equal to or exceeds emissions savings as analyzed in this EIS/EIR and, (3) is approved by the Port of Los Angeles.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.4 Best Management Practices (BMPs): MM AQ-5

The following types of measures are required on construction equipment (including on-road trucks):

- 1) Use of diesel oxidation catalysts and catalyzed diesel particulate traps.
- 2) Maintenance of equipment according to manufacturer's specifications.
- 3) Restriction of idling of construction equipment to a maximum of 5 minutes when not in use.
- 4) Installation of high-pressure fuel injectors on construction equipment vehicles.
- 5) Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors.
- 6) Improve traffic flow by signal synchronization.
- 7) Enforce truck parking restrictions.
- 8) Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines.
- 9) Re-route construction trucks away from congested streets or sensitive receptor areas.
- 10) Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site
- 11) Use electric power in favor of diesel power where available

LAHD shall implement a process by which to select additional BMPs to further reduce air emissions during construction. The LAHD will determine the BMPs once the Contractor identifies and secures a final equipment list.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.5 Additional Fugitive Dust Controls: MM AQ-6

The calculation of fugitive dust (PM10) from unmitigated proposed Project earth-moving activities assumes a 75 percent reduction from uncontrolled levels to simulate rigorous watering of the site and use of other measures (listed below) to ensure proposed Project compliance with SCAQMD Rule 403. The construction contractor will further reduce fugitive dust emissions to 90% from uncontrolled levels. The construction contractor will designate personnel to monitor the dust control program and to order increased watering or other dust control measures, as necessary, to ensure a 90% control level. Their duties will include holiday and weekend periods when work may not be in progress.

- 1) The following measures, at minimum, will be part of the contractor Rule 403 dust control plan:
 - a. Active grading sites will be watered one additional time per day beyond that required by Rule 403.
 - b. Contractors will apply approved nontoxic chemical soil stabilizers to all inactive construction areas or replace groundcover in disturbed areas (previously graded areas) inactive for 10 days or more.
 - c. Construction contractors will provide temporary wind fencing around sites being graded or cleared.
 - d. Trucks hauling dirt, sand, or gravel will be covered or will maintain at least 2 feet of freeboard in accordance with Section 23114 of the California Vehicle Code.
 - e. Construction contractors will install wheel washers where vehicles enter and exit unpaved roads onto paved roads or wash off tires of vehicles and any equipment leaving the construction site.
 - f. The grading contractor will suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site; disturbed areas will be stabilized if construction is delayed.
 - g. Pave access road and road shoulders as soon as possible.
 - h. Require the use of clean-fueled sweepers pursuant to (SCAQMD) Rule 1186, 1186.1 certified street sweepers. Sweep streets at the end of each day if visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions.
 - i. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.
 - j. Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.
 - k. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.
 - l. Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.6 General Mitigation Measures: MM AQ-7

For any of the above mitigation measures (MM AQ-1 through MM AQ-6), if a CARB-certified technology becomes available and is shown to be as good as or better in terms of emissions performance than the existing measure, the technology could replace the existing measure pending approval by the LAHD.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.3.7 Special Precautions Near Sensitive Sites: MM AQ-8

All construction activities located within 1,000 feet of sensitive receptors (defined as schools, playgrounds, day care centers, and hospitals), shall notify each of these sites in writing at least 30 days before construction activities begin.

Mitigation Monitoring Frequency: 30 days prior to the start of construction.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

See completed Notification Letter and Recipient List (Appendix 4).

3.4 Biological Measures

3.4.1 Noise Reduction during Pile Driving: MM BIO-3

The contractor shall be required to use sound abatement techniques to reduce both noise and vibrations from pile driving activities. Sound abatement techniques shall include, but are not limited to, vibration or hydraulic insertion techniques, drilled or augured holes for cast-in-place piles, bubble curtain technology, and sound aprons where feasible. At the initiation of each pile driving event, and after breaks of more than 15 minutes the pile driving shall also employ a "soft-start" in which the hammer is operated at less than full capacity (i.e., approximately 40~60% energy levels) with no less than a 1-minute interval between each strike for a 5-minute period.

In addition, a qualified biologist hired by the Harbor Department shall be required to monitor the area in the vicinity of pile driving activities for any fish kills during pile driving. If there are any reported fish kills, pile driving shall be halted and the USAGE and NMFS shall be notified via the Harbor Department's Environmental Management Division. The biological monitor shall also note (surface scan

only) whether marine mammals are present within 100 meters of the pile driving, and if any are observed, temporarily halt pile driving until the observed mammals move beyond this distance.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.5 Cultural Resource Measures

3.5.1 Stop Work If Unanticipated Cultural Resources Are Identified During Ground Disturbance Activities: MM CR-1

In the unlikely event that any artifact or an unusual amount of bone, shell, or non-native stone is encountered during construction, work shall be immediately stopped and relocated to another area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the LAHD to evaluate the find (see 36 CFR 800.11.1 and pertinent CEQA regulations). Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; historical trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with SHPO Section 106 and CEQA Guidelines. All construction equipment operators shall attend a preconstruction meeting presented by a professional archaeologist retained by the LAHD that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.6 Geology and Soils Measures

3.6.1 Emergency Response Planning: MM GEO-1

The terminal operator shall work with LAHD engineers and LAHD police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures will include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.7 Ground Water Measures

3.7.1 Contamination Contingency Plan: MM GW-2

The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:

- 1) All trench excavating and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the Contractor shall notify Engineer. The Engineer will confirm the presence of the suspect material and direct the Contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Engineer.
- 2) A photo-ionization detector (or other similar devices) shall be present during grading and excavation of suspected chemically impacted soil.
- 3) Excavation of VOC-impacted soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit.
- 4) The remedial option(s) selected shall be dependent upon a number of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost) and shall be determined on a site-specific basis. Both off-site and on-site remedial options shall be evaluated.
- 5) The extent of removal actions shall be determined on a site specific basis. At a minimum, the chemically impacted area(s) within the boundaries of the construction area shall be remediated to the satisfaction of the lead regulatory agency for the site. The LAHD Project manager overseeing removal actions shall inform the Contractor when the removal action is complete.
- 6) Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Engineer within 30 days of Project completion.
- 7) In the event that contaminated soil is encountered, all onsite personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with Occupational Safety and Health and Administration (OSHA) regulations for hazardous waste operations. These regulations are based on CFR 1910.120 (e) and 8 CCR. 5192, which states that "general site workers" shall receive a minimum of 40 hours of classroom training and a minimum of three days of field training. This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the work place.

8) In cases where potential chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.

9) All excavations shall be filled with structurally suitable fill material which is free from contamination.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.8 Noise Measures

3.8.1 Construction Limitations: MM NOI-1

1) Construction Hours: Limit construction to the hours of 7:00a.m. to 9:00p.m. on weekdays, between 8:00a.m. and 6:00 p.m. on Saturdays, and prohibit construction equipment noise anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.

2) Construction Days: Do not conduct noise-generating construction activities on weekends or holidays unless critical to a particular activity (e.g., concrete work).

3) Temporary Noise Barriers: When construction occurs within 500 feet of a residence or park, temporary noise barriers (solid fences or curtains) shall be erected between noise generating construction activities and sensitive receivers.

4) Construction Equipment: Properly muffle and maintain all construction equipment powered by internal combustion engines.

5) Idling Prohibitions: Unnecessary idling of internal combustion engines is prohibited.

6) Equipment Location: Locate all stationary noise-generating construction equipment, such as air compressors and portable power generators, as far as practical from existing noise sensitive land uses as identified by the Department.

7) Quiet Equipment Selection: Select quiet construction equipment whenever possible. Comply where feasible with noise limits established in the City of Los Angeles Noise Ordinance.

8) Notification: Notify residents adjacent to the proposed Project site of the construction schedule in writing.

9) IHC Hydrohammer: Contractor shall use an IHC Hydrohammer (SC series with sound insulation system) pile driver or equivalent when constructing the berth.

10) Reporting: Contractor shall clearly post the telephone number where complaints regarding construction related disturbance can be reported.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.9 Public Service Measures

3.9.1 Recycle Construction Materials: MM PS-1

Demolition and/or excess construction materials shall be separated on site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided on-site.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.9.2 Use Materials with Recycled Content: MM PS-2

Materials with recycled content shall be used in project construction. Chippers on site during construction shall be used to further reduce excess wood for landscaping cover.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

3.10 Transportation

3.10.1 Traffic Management Plan: MM TRANS-1

Prior to beginning construction, Contractor shall prepare a detailed traffic management plan which shall include the following: detour plans, coordination with emergency services and transit providers, coordination with adjacent property owners and tenants, advanced notification of temporary bus stop loss and/or bus line relocation, identify temporary alternative bus routes, advanced notice of temporary parking loss, identify temporary parking replacement or alternative adjacent parking within a reasonable walking distance, use of designated haul routes, use of truck staging areas, observance of hours of operations restrictions and appropriate signing for construction activities. The traffic management plan shall be submitted to Engineer for approval before beginning construction.

Mitigation Monitoring Frequency: Prior to the start of Construction

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

See completed and approved Traffic Management Plan (Appendix 5).

4.0 Contract Mitigation Measure Non-Compliance

In the event that non-compliance is determined during the Mitigation Monitoring and Reporting processes, the construction contractor will immediately arrange a meeting with the LAHD to discuss the compliance issue, develop a strategy to ensure future compliance, including enhanced training and monitoring procedures, and any required remedial actions. Further, if at any time between the scheduled Mitigation Monitoring and Reporting reports the construction contractor becomes aware of a compliance issue, the construction contractor will notify the Port of such compliance concern within 14 calendar days of first becoming aware of the issue.

5.0 Document and Retention and Organization

- The construction contractor will maintain all records related to compliance with local, regional, state, and federal environmental laws, rules, regulations, and policies onsite for the duration of construction, and such longer period as maybe required by such laws, rules, regulations, and policies.
- The construction contractor will maintain records related to compliance with Mitigation Measures and other environmental requirements onsite for the duration of construction.
- The construction contractor will maintain records related to spills or releases of an Environmentally Regulated Material onsite for the duration of construction.
- All records will be turned over to the LAHD upon request. The records will be kept as records of compliance, Administrative Record per CEQA, and as part of LAHD policy.

APPENDIX 1

MITIGATION MONITORING AND REPORTING FORMS

Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

All harbor craft used during the construction phase of the proposed Project will, at a minimum, meet EPA Tier 3 marine engine emission standards.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

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Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

- 1) Trucks hauling materials such as debris or fill will be fully covered while in operation off Port property.
- 2) Idling will be restricted to a maximum of 5 minutes when not in use.
- 3) Meet the following U.S. EPA Standards: All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used on-site or to transport materials to and from the site shall comply with EPA 2007 on-road PM emission standards and be the cleanest available NOx (0.10g/bhp-hr PM10 and 2.0 g/bhp-hr NOx). In addition, all on-road trucks shall be outfitted with the BACT devices certified by the California Air Resources Board (CARB). Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

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Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

1. Construction equipment will incorporate, where feasible, emissions savings technology such as hybrid drives and specific fuel economy standards.
2. Idling will be restricted to a maximum of 5 minutes when not in use.
3. Tier Specification:

All off-road diesel-powered construction equipment greater than 50 hp, shall meet U.S. EPA Tier 3 off road emissions standards. In addition, all construction equipment shall be outfitted with the 13est Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB). Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

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Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

- 1) Use of diesel oxidation catalysts and catalyzed diesel particulate traps.
- 2) Maintenance of equipment according to manufacturer's specifications.
- 3) Restriction of idling of construction equipment to a maximum of 5 minutes when not in use.
- 4) Installation of high-pressure fuel injectors on construction equipment vehicles.
- 5) Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors.
- 6) Improve traffic flow by signal synchronization.
- 7) Enforce truck parking restrictions.
- 8) Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines.
- 9) Re-route construction trucks away from congested streets or sensitive receptor areas.
- 10) Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site
- 11) Use electric power in favor of diesel power where available LAHD will implement a process by which to select additional BMPs to further reduce air emissions during construction. The LAHD will determine the BMPs once the Contractor identifies and secures a final equipment list.

Mitigation Monitoring Frequency: At the start of construction and every three months thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents. Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

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State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The calculation of fugitive dust (PM10) from unmitigated proposed Project earth-moving activities assumes a 75 percent reduction from uncontrolled levels to simulate rigorous watering of the site and use of other measures (listed below) to ensure proposed Project compliance with SCAQMD Rule 403. The construction contractor will further reduce fugitive dust emissions to 90% from uncontrolled levels. The construction contractor will designate personnel to monitor the dust control program and to order increased watering or other dust control measures, as necessary, to ensure a 90% control level. Their duties will include holiday and weekend periods when work may not be in progress.

1) The following measures, at minimum, will be part of the contractor Rule 403 dust control plan:

- Active grading sites will be watered one additional time per day beyond that required by Rule 403.
- Contractors will apply approved nontoxic chemical soil stabilizers to all inactive construction areas or replace groundcover in disturbed areas (previously graded areas) inactive for 10 days or more.
- Construction contractors will provide temporary wind fencing around sites being graded or cleared.
- Trucks hauling dirt, sand, or gravel will be covered or will maintain at least 2 feet of freeboard in accordance with Section 23114 of the California Vehicle Code.
- Construction contractors will install wheel washers where vehicles enter and exit unpaved roads onto paved roads or wash off tires of vehicles and any equipment leaving the construction site.
- The grading contractor will suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site; disturbed areas will be stabilized if construction is delayed.
- Pave access road and road shoulders as soon as possible.
- Require the use of clean-fueled sweepers pursuant to (SCAQMD) Rule 1186, 1186.1 certified street sweepers. Sweep streets at the end of each day if visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions.
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.
- Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.
- Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

- Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

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MM AQ-7: General Mitigation Measure

Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

For any of the above mitigation measures (MM AQ-1 through MM AQ-6), if a CARB-certified technology becomes available and is shown to be as good as or better in terms of emissions performance than the existing measure, the technology could replace the existing measure pending approval by the LAHD.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

All construction activities located within 1,000 feet of sensitive receptors (defined as schools, playgrounds, day care centers, and hospitals), shall notify each of these sites in writing at least 30 days before construction activities begin.

Mitigation Monitoring Frequency: 30 Days Prior to start of construction.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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Contractor: Reyes Construction

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Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The contractor shall be required to use sound abatement techniques to reduce both noise and vibrations from pile driving activities. Sound abatement techniques shall include, but are not limited to, vibration or hydraulic insertion techniques, drilled or augured holes for cast-in-place piles, bubble curtain technology, and sound aprons where feasible. At the initiation of each pile driving event, and after breaks of more than 15 minutes the pile driving shall also employ a "soft-start" in which the hammer is operated at less than full capacity (i.e., approximately 40~60% energy levels) with no less than a 1-minute interval between each strike for a 5-minute period.

In addition, a qualified biologist hired by the Harbor Department shall be required to monitor the area in the vicinity of pile driving activities for any fish kills during pile driving. If there are any reported fish kills, pile driving shall be halted and the USACE and NMFS shall be notified via the Harbor Department's Environmental Management Division. The biological monitor shall also note (surface scan only) whether marine mammals are present within 100 meters of the pile driving, and if any are observed, temporarily halt pile driving until the observed mammals move beyond this distance.

Mitigation Monitoring Frequency: At start of pile driving and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

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Ground Disturbance Activities

Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

In the unlikely event that any artifact or an unusual amount of bone, shell, or non-native stone is encountered during construction, work shall be immediately stopped and relocated to another area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the LAHD to evaluate the find (see 36 CFR 800.11.1 and pertinent CEQA regulations). Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; historical trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with SHPO Section 106 and CEQA Guidelines. All construction equipment operators shall attend a preconstruction meeting presented by a professional archaeologist retained by the LAHD that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.

Mitigation Monitoring Frequency: Monthly for monitoring and prior to start of construction for training.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

Ground Disturbance Activities

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

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SECTION III: NON-COMPLIANCE:

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Name and Title of Responsible Person

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Contractor: Reyes Construction

Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The terminal operator shall work with LAHD engineers and LAHD police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures will include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project.

Such procedures will be provided to LAHD, including a completed copy of its operations emergency response plan prior to commencement of construction activities and/or operations.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:

- 1) All trench excavating and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the Contractor shall notify Engineer. The Engineer will confirm the presence of the suspect material and direct the Contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Engineer.
- 2) A photo-ionization detector (or other similar devices) shall be present during grading and excavation of suspected chemically impacted soil.
- 3) Excavation of VOC-impacted soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit.
- 4) The remedial option(s) selected shall be dependent upon a number of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost) and shall be determined on a site-specific basis. Both off-site and on-site remedial options shall be evaluated.
- 5) The extent of removal actions shall be determined on a site specific basis. At a minimum, the chemically impacted area(s) within the boundaries of the construction area shall be remediated to the satisfaction of the lead regulatory agency for the site. The LAHD Project manager overseeing removal actions shall inform the Contractor when the removal action is complete.
- 6) Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Engineer within 30 days of Project completion.
- 7) In the event that contaminated soil is encountered, all onsite personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with Occupational Safety and Health and Administration (OSHA) regulations for hazardous waste operations. These regulations are based on CFR 1910.120 (e) and 8 CCR. 5192, which states that "general site workers" shall receive a minimum of 40 hours of classroom training and a minimum of three days of field training. This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the work place.

8) In cases where potential chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.

9) All excavations shall be filled with structurally suitable fill material which is free from contamination.

Mitigation Monitoring Frequency: At start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

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Project: Berth 100 Wharf South Extension and Backland Development

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

- 1) Construction Hours: Limit construction to the hours of 7:00a.m. to 9:00p.m. on weekdays, between 8:00a.m. and 6:00 p.m. on Saturdays, and prohibit construction equipment noise anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.
- 2) Construction Days: Do not conduct noise-generating construction activities on weekends or holidays unless critical to a particular activity (e.g., concrete work).
- 3) Temporary Noise Barriers: When construction occurs within 500 feet of a residence or park, temporary noise barriers (solid fences or curtains) shall be erected between noise generating construction activities and sensitive receivers.
- 4) Construction Equipment: Properly muffle and maintain all construction equipment powered by internal combustion engines.
- 5) Idling Prohibitions: Unnecessary idling of internal combustion engines is prohibited.
- 6) Equipment Location: Locate all stationary noise-generating construction equipment, such as air compressors and portable power generators, as far as practical from existing noise sensitive land uses as identified by the Department.
- 7) Quiet Equipment Selection: Select quiet construction equipment whenever possible. Comply where feasible with noise limits established in the City of Los Angeles Noise Ordinance.
- 8) Notification: Notify residents adjacent to the proposed Project site of the construction schedule in writing.
- 9) IHC Hydrohammer: Contractor shall use an IHC Hydrohammer (SC series with sound insulation system) pile driver or equivalent when constructing the berth.
- 10) Reporting: Contractor shall clearly post the telephone number where complaints regarding construction related disturbance can be reported.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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SECTION I: MITIGATION MEASURE:

Demolition and/or excess construction materials shall be separated on site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided on-site.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

Materials with recycled content shall be used in project construction. Chippers on site during construction shall be used to further reduce excess wood for landscaping cover.

Mitigation Monitoring Frequency: At the start of construction and monthly thereafter.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

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Contractor: Reyes Construction

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SECTION I: MITIGATION MEASURE:

Prior to beginning construction, Contractor shall prepare a detailed traffic management plan which shall include the following: detour plans, coordination with emergency services and transit providers, coordination with adjacent property owners and tenants, advanced notification of temporary bus stop loss and/or bus line relocation, identify temporary alternative bus routes, advanced notice of temporary parking loss, identify temporary parking replacement or alternative adjacent parking within a reasonable walking distance, use of designated haul routes, use of truck staging areas, observance of hours of operations restrictions and appropriate signing for construction activities. The traffic management plan shall be submitted to Engineer for approval before beginning construction.

Mitigation Monitoring Frequency: Prior to start of construction.

Mitigation/Reporting Requirement: Mitigation Monitoring and Reporting Forms will be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

Project Construction

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and that applicable verification documents are attached and/or available upon request. *Note: Applicable verification documents must be attached unless availability upon request has been coordinated with the LAHD Environmental Mitigation Coordinator for this specific mitigation measure.*

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

APPENDIX 2

PRELIMINARY SCHEDULE

Preliminary Schedule

Milestone 1

Construct new dike area, including demolition, wick drains, rock dike, fill and surcharge.

Start Date: Jul. 25, 2012

Finish Date: Nov. 16, 2013

Milestone 2

Transport fill material from borrow site (Rear berth 102 stockpile) to project site.

Start Date: Jul. 25, 2012

Finish Date: Jan. 16, 2012

Milestone 3

Surcharge period and removal, see sheet FP-04. Surcharge period based on 150 calendar days.

Start Date: Jul. 25, 2012

Finish Date: Aug 20, 2013

Milestone 4

Construct all contract work excluding AMP work.

Start Date: Jul. 25, 2012

Finish Date: Sep. 17, 2013

Milestone 5

All Work completed, including AMP.

Start Date: Jul. 17, 2013

Finish Date: Nov. 16, 2013

APPENDIX 3
TSUNAMI RESPONSE PLAN

Tsunami Response Plan

Berth 100 Wharf South Extension and Backland Development
The Port of Los Angeles, City of Los Angeles, CA

Contract No. 2278
Specification No. 2626

Prepared for:
Environmental Management Division
Los Angeles Harbor Department/Port of Los Angeles
San Pedro, CA 90731
(310) 732-3675

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2.2	What is a Tsunami Warning?.....	3
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3.0	What to do in a Tsunami Emergency.....	4

Attachments

- Attachment 01 – Evacuation Route
- Attachment 02 – Emergency Contacts

1.0 Project Overview

1.1 Project Description

The Project consists of construction of a reinforced concrete container wharf and backland. The wharf at Berth 100 South is approximately 400 feet long and 120 feet wide and the backland at Berth 100 South is approximately 14 acres. The Work at Berth 100 South includes construction of a rock dike an engineered fill requiring the installation of wick drains, both underwater and on land, a surcharge with instrumentation installation and monitoring, and paving. The Work includes site, building and marine demolition, lead and asbestos abatement, the precasting and driving into the rock dike of approximately 200 precast concrete piles, wharf deck and appurtenances, marine fenders, crane rails arid appurtenances, storm drain system, sewer system, electrical system, including alternative maritime power (AMP), water system, grading, crushed miscellaneous base, and concrete and asphalt concrete paving, striping, signage and fencing.

2.0 General Information on Tsunamis

2.1 What is a Tsunami?

Tsunamis are large ocean waves generated by major earthquakes beneath the ocean floor or major landslides into the ocean. Tsunamis caused by nearby earthquakes may reach the coast within minutes. When the waves enter shallow water, they may rise to several feet or, in rare cases, tens of feet, striking the coast with devastating force. People on the beach or in low coastal areas need to be aware that a tsunami could arrive within minutes after a severe earthquake.

The tsunami danger period can continue for many hours after a major earthquake. Tsunamis also may be generated by very large earthquakes far away in other areas of the ocean. Waves caused by these earthquakes travel at hundreds of miles per hour, reaching the coast several hours after the earthquake. The International Tsunami Warning System monitors ocean waves after any Pacific earthquake with a magnitude greater than 6.5. If waves are detected, warnings are issued to local authorities who can order the evacuation of low-lying areas if necessary.

Tsunamis normally have the appearance of a fast-rising and fast-receding flood. They can be similar to a tide cycle occurring over 10 to 60 minutes instead of 12 hours. Occasionally, tsunamis can form walls of water, known as tsunami bores, when the waves are high enough and the shoreline configuration is appropriate.

A tsunami is a series of waves. Often the initial wave is not the largest. The largest wave may occur several hours after the initial activity starts at a coastal location. There may also be more than one series of tsunami waves if a very large earthquake triggers local landslides.

2.2 What is Tsunami Warning?

A Tsunami warning means a dangerous tsunami may have been generated and could be close to your area. Warnings are issued when an earthquake is detected that meets the location and magnitude criteria for the generation of a tsunami. The warning includes predicted tsunami arrival times at selected coastal communities within the geographic area defined by the maximum distance the tsunami could travel in a few hours.

2.3 What is a Tsunami Watch?

A Tsunami watch means a dangerous tsunami has not yet been verified but could exist and may be as little as an hour away. A watch—issued along with a tsunami warning—predicts additional tsunami arrival times for a geographic area defined by the distance the tsunami could travel in more than a few hours. The West Coast/Alaska Tsunami Warning Center and the Pacific Tsunami Warning Center issue watches and warnings to the media and to local, state, national, and international officials

3.0 What to do in a Tsunami Emergency

When a strong earthquake is felt, go as far away as you can from the water and go to a higher ground. Follow the evacuation route shown in Attachment 01. If possible, gather all first aid/medical kits present at the jobsite, and take them with you. If you can spot the wave, you are too close to escape it, regardless of its apparent distance.

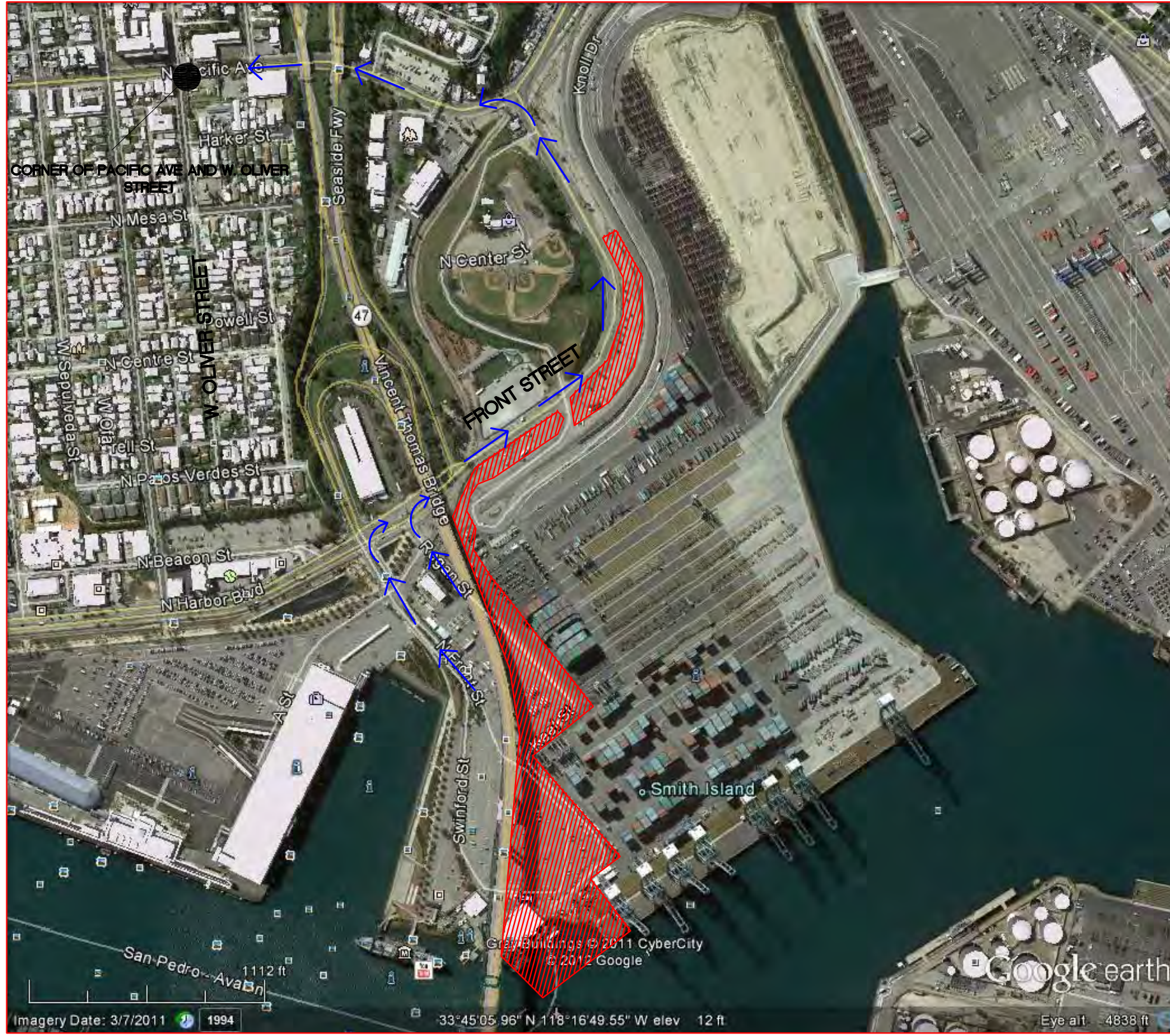
If possible, tune in to your local radio station, the weather radio or turn on the TV for news and updates. They will inform you if there is a tsunami watch or warning issued in your work area. Locate all employees that were present at the jobsite. All employees shall meet at the predetermined location shown on the evacuation route. The employee in charge of the project site shall use the two-minute start up as a roster sheet to make sure all workers are accounted for.




Return to the jobsite only after local officials tell you it is safe. See attachment 02 for Emergency Contacts.

Attachment 01

Evacuation Route

BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPMENT TSUNAMI RESPONSE PLAN



-  PREDETERMINED MEETING LOCATION IN CASE OF TSUNAMI EMERGENCY
-  WORK AREA
-  EVACUATION ROUTE

TSUNAMI RESPONSE PLAN

PLANS PREPARED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 662-2259

BERTH 100 WHARF SOUTH EXTENSION
AND BACKLAND DEVELOPMENT

SUBMITTED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 662-2259

DISTRICT FILE NO.
SPEC. NO.

SCALE:
NTS

SHEET
1
OF
1

SYMBOL	DESCRIPTIONS	DATE	APPROVAL

Attachment 02

Emergency Contacts

Emergency Contacts

Project Manager: Mike Ellis (909) 781-7475

Project Engineer: Tim Kemp (909) 270-6343

Project Superintendent: Bob Meeks (619) 403-6555

Corporate Safety Director: Jennifer Garcia (562) 743-1545

Los Angeles Police Department (310) 513-7024

Los Angeles Fire Department (310) 548-7516

Call 911 for immediate assistance

APPENDIX 4

**NOTIFICATION LETTER
AND RECIPIENT LIST**

REYES CONSTRUCTION, INC.

Reyes Construction, Inc.

1383 S. Signal Drive
Pomona, CA 91766
Phone : (909) 622-2259
Fax: (909) 622-3053
www.reyesconstruction.com

July 10, 2012

Dear Business Owner/Resident,

We are pleased to inform you that the Port of Los Angeles is about to begin on the Berth 100 Wharf South Extension and Backland Development. This project, located between Regan Street and Swinford Street along the waterfront, will create the necessary land and harbor infrastructure to accommodate the extension of the existing Berth 100. Construction is expected to begin on July 23, 2012 and complete in November of 2013.

Should you have any questions about the project please contact the Construction Division of the Port of Los Angeles at (310) 732-3522.

Thank you for your time and cooperation.

Sincerely,

Reyes Construction, Inc.



Mike Ellis
Project Manager

General Contractor • License No. 507561

1383 S. Signal Drive • Pomona CA, 91766
Ph: (909) 622-2259 Fax: (909) 622-3053

Notification List

South Coast Air Quality Management District (SCAQMD) Toxics Section

City of Los Angeles Fire Department

Tenant: West Basin Container Terminal - Terminal Operator: Ports America

Electrical Power-Los Angeles Department of Water and Power

Water Service-Department Construction and Maintenance Division through the Engineer

Gas Service-Southern California Gas Company

Gas Service-Department Construction and Maintenance Division through the Engineer

AT&T Building service cable

AT&T Backbone Cable and adjustment of phone company maintenance holes:

11 th Coast Guard District Aids to Navigation Office

U.S. Coast Guard Sector Los Angeles - Long Beach

Pacific Harbor Lines (PHL)

US Navy Jet Fuel Lines

Port Police

Port Pilots

U.S. Coast Guard National
Response Center

U.S. Coast Guard Command Duty
Office

Office of Emergency Service

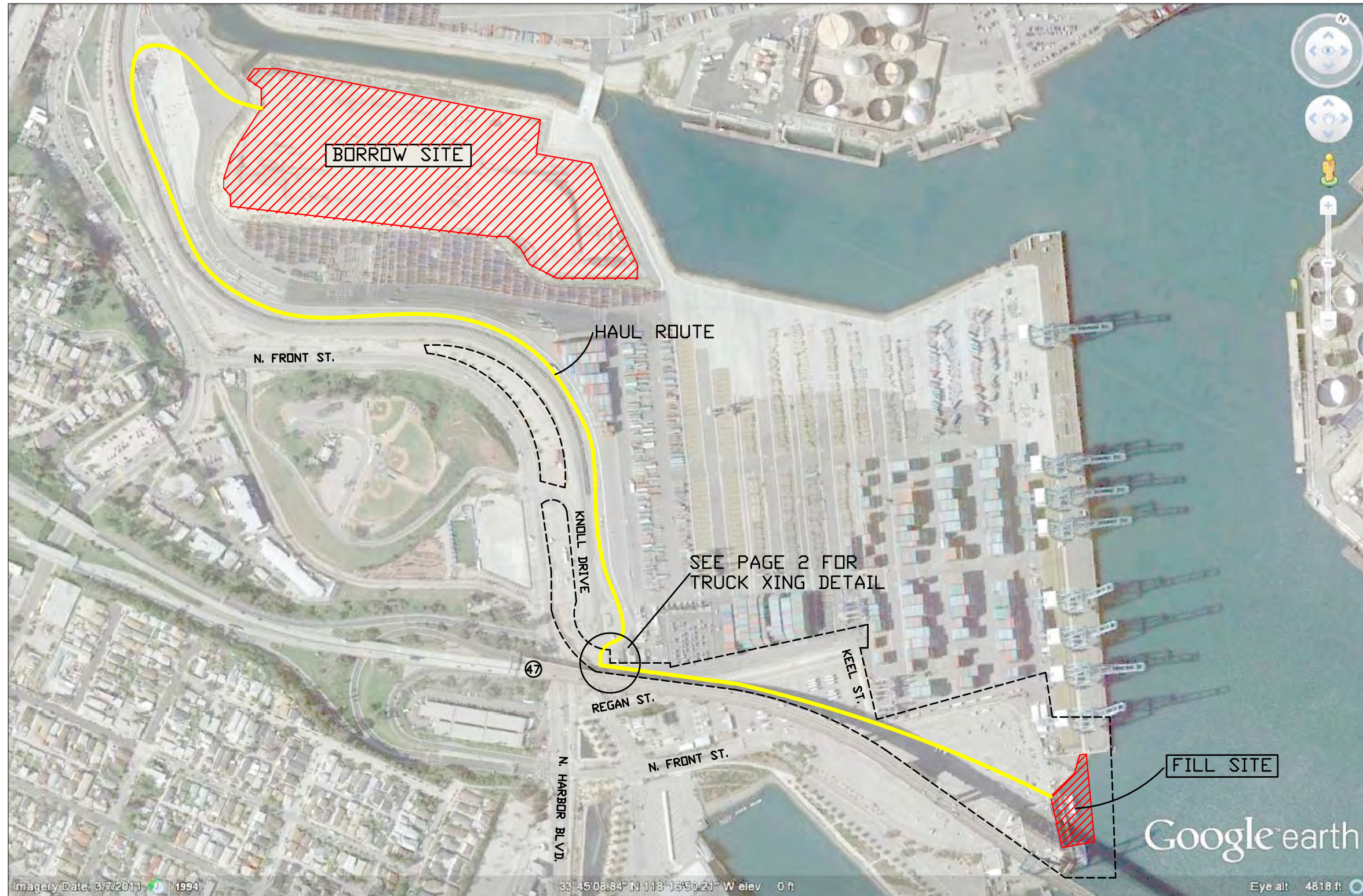
Department of Fish and Game

Los Angeles County Fire Department
Hazardous Materials Unit

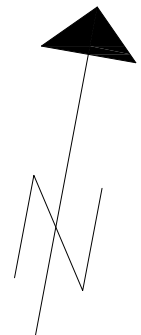
Underground Service Alert (USA)

APPENDIX 5
TRAFFIC MANAGEMENT PLAN

BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPEMENT TRAFFIC CONTROL PLAN



- LEGEND:
- : SIGN ON POLE/OR ON FENCE WHERE NOTED
 - : BORROW/FILL SITE
 - : HAUL ROUTE
 - : PROJECT LIMIT LINES



SYMBOL	DESCRIPTIONS	DATE	APPROVAL

TRAFFIC CONTROL PLAN

PLANS PREPARED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 622-2259

BERTH 100 WHARF SOUTH EXTENSION
AND BACKLAND DEVELOPEMENT

SCALE:
NTS

SUBMITTED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 622-2259

DISTRICT FILE NO. 3

SPEC. NO.

BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPEMENT TRAFFIC CONTROL PLAN

NOTES:

1. REMOVE (24') OF EXISTING METAL BEAM GUARDRAIL. SEE PICTURE 1 ON PAGE 3.

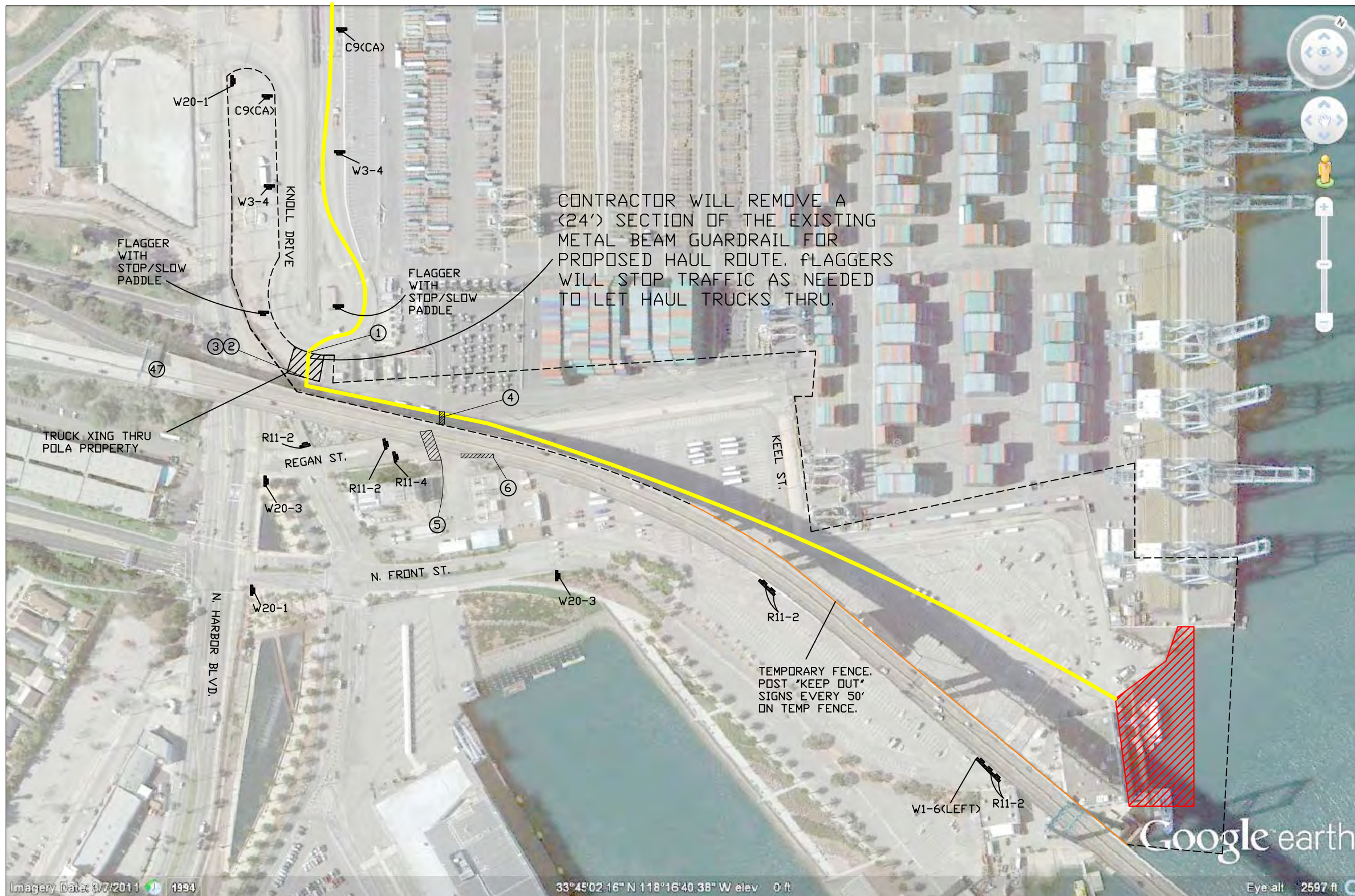
2. REMOVE (24') OF EXISTING CHAIN LINK FENCE. SEE PICTURE 2 ON PAGE 3.

3. INSTALL NEW (24') DOUBLE SWING GATE AFTER NOTE 2 IS COMPLETE. SEE PICTURE 2 ON PAGE 3.

4. REMOVE (10') SECTION OF DYNALECTRIC'S FENCE AND GATE. SEE PICTURE 3 ON PAGE 3.

5. INSTALL (2EA.) (24') DOUBLE SWING GATES. GATES WILL BE ATTACHED TO DYNALECTRIC'S EXISTING CHAIN LINK FENCE. SEE PICTURE 4 ON PAGE 3.

6. REMOVE (50') OF EXISTING CHAIN LINK FENCE FOR REYES'S JOBSITE TRAILER.



CONTRACTOR WILL REMOVE A (24') SECTION OF THE EXISTING METAL BEAM GUARDRAIL FOR PROPOSED HAUL ROUTE. FLAGGERS WILL STOP TRAFFIC AS NEEDED TO LET HAUL TRUCKS THRU.

TEMPORARY FENCE. POST "KEEP OUT" SIGNS EVERY 50' ON TEMP FENCE.

LEGEND: : SIGN ON POLE/OR ON FENCE WHERE NOTED

: BORROW/FILL SITE

: HAUL ROUTE

: PROJECT LIMIT LINES

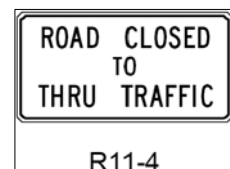
: TEMPORARY FENCE



W20-3



R11-2



R11-4



W20-1



W1-6



W3-4



C9A (CA)



STOP/SLOW

TRAFFIC CONTROL PLAN

PLANS PREPARED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 622-2259

BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPMENT

SCALE: NTS

SUBMITTED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
POMONA, CA 91767
(909) 622-2259

SHEET 2 OF 3

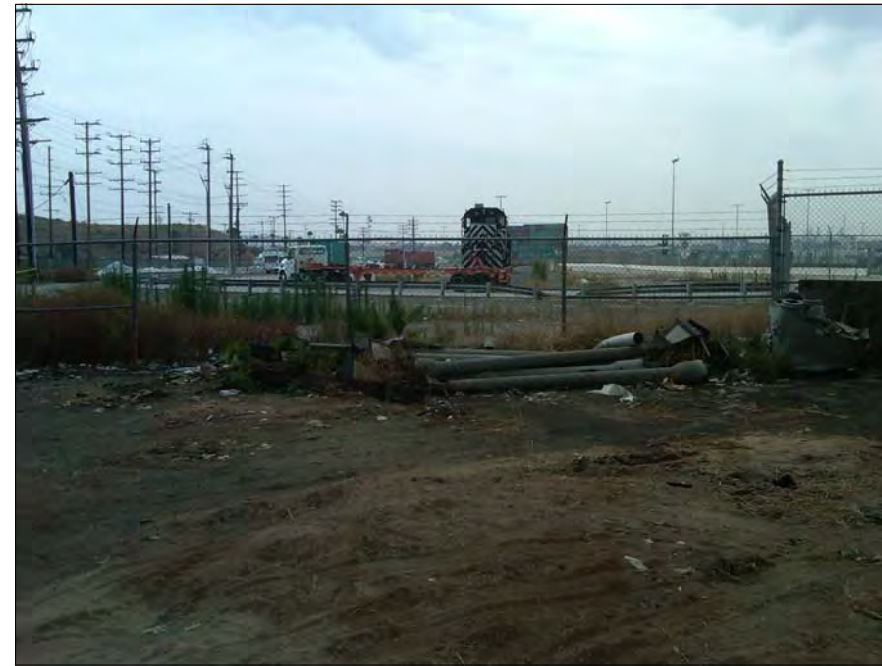
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SYMBOL	DESCRIPTIONS	DATE	APPROVAL

BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPEMENT TRAFFIC CONTROL PLAN



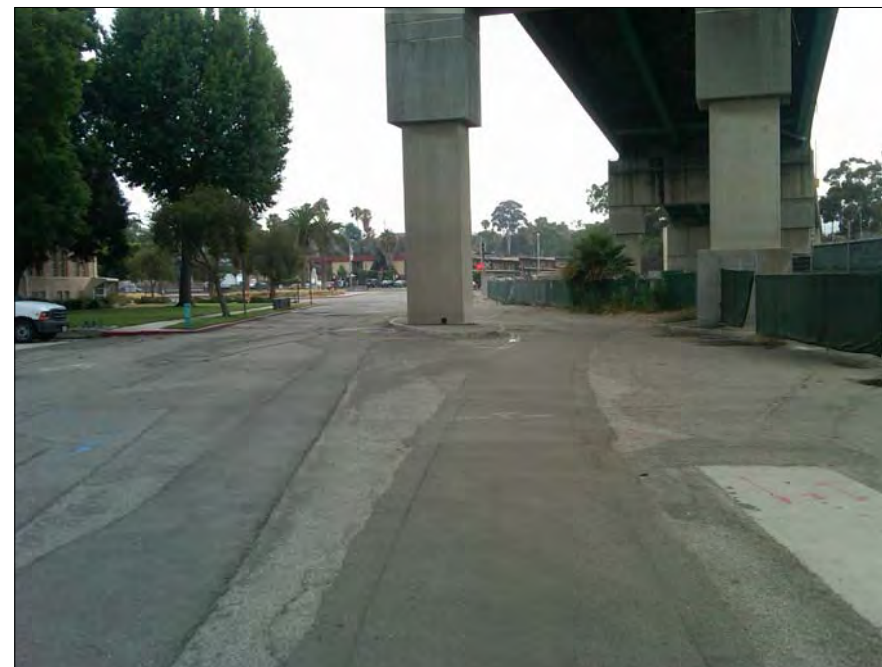
PICTURE 01: REMOVE (24') OF METAL BEAM GUARDRAIL.



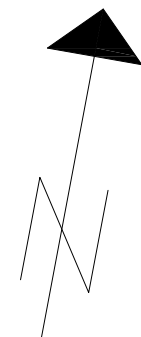
PICTURE 02: REMOVE (24') OF EXISTING CHAIN LINK FENCE INSTALL NEW (24') DOUBLE SWING GATE.



PICTURE 03: REMOVE DYNALECTRIC'S FENCE AND GATE.



PICTURE 04: INSTALL (2EA.) (24') DOUBLE SWING GATES. THE GATES WILL BE USED TO ENTER/EXIT THE PROJECT SITE.



SYMBOL	DESCRIPTIONS	DATE	APPROVAL

TRAFFIC CONTROL PLAN

PLANS PREPARED BY:
REYES CONSTRUCTION, INC.
1383 S SIGNAL DRIVE
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(909) 622-2259

SPEC. NO.

DISTRICT FILE NO.

SCALE:
NTS

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OF
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ENVIRONMENTAL COMPLIANCE PLAN

Project:
Berth 102 Container Wharf

Project Location:
San Pedro, CA

Prepared for:
The Los Angeles Harbor District



Contractor:



GRIFFITH/DUTRA JV

ECP Prepared By:
Charlie Pessa, Project Manager
Bryan O'Sullivan, Assistant Project Manager
Hunt Lloyd, Project Engineer

Prepared Date:
September 24, 2009

PREFACE

The Construction Environmental Compliance Plan (Construction ECP) is a requirement of the Berth 97-109 [China Shipping] Environmental Impact Statement/ Environmental Impact Report (EIS/EIR), was approved by the LA Board of Harbor Commissioners on December 8, 2008. The purpose of the Construction ECP is to set forth the mitigation measures identified in the EIR/EIS and the applicable environmental requirements as determined by Port Policy, and rules and regulations and to outline how these mitigation measures will be implemented during construction. The objective of the Construction ECP is to ensure implementation of the mitigation measures established by the Los Angeles Harbor Department (LAHD) and to establish compliance reporting protocols.

Environmental Compliance Plan

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viii.	Projected Equipment -Use Schedule	
ix.	POLA Construction Protocol: Cultural Resources	

Section 1 – Project Overview

Section 1.1 Project Overview and Overall Construction Area

A. Project Overview

The project consists of construction of Berth 102 reinforced concrete container wharf. The wharf at Berth 102 is approximately 923 feet long and 112 feet wide. The work at Berth 102 also includes the construction of 18 acres of adjacent asphalt paved backland area behind the wharf and a bridge across a flood control channel. The work includes pre-casting and driving into an existing rock dike, of pre-stressed concrete wharf piles, wharf deck and appurtenances, crane rails and appurtenances, storm drain system, electrical system, AMP system, water system, transtainer runways, fencing, grading, crushed miscellaneous base and asphalt concrete paving. The bridge includes pre-stressed concrete piles, girders, barriers, and approach slabs. The project also includes installation of Berths 136-139 AMP System.

B. Overall Construction Area

The Berth 102 Container Wharf Project is located north of Harbor Freeway (CA-47) in San Pedro, CA, between Front St. and Pacific St. to the west, the Port of Los Angeles West Basin to the north, the Los Angeles Main Channel to the east, and Front St. and Harbor Freeway (CA-47) to the south. The site is approximately 19 acres.

Access to the project site:

1. Los Angeles – Take I-110S to Harbor Freeway (CA-47N), exit Harbor Blvd.
2. Long Beach – Take Harbor Freeway (CA-47S), exit Harbor Blvd



Section 1.2 – Work Hours and Days

Construction is projected to take approximately 15 months, beginning in November, 2009 and complete by February, 2011. The construction effort will be conducted in three (3) phases. Normal construction work hours will be from 7:00 a.m. to 9:00 p.m., Monday through Friday. If construction work is proposed for the night or the weekend, the contractor must notify and obtain permission from the Harbor Department.

The following 10 days shall constitute the legal holidays to be observed during construction.

New Year's Day	Labor Day
President Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

- A. Hours of Work for regular construction will be from 7:00 a.m. to 9:00 p.m., Monday through Friday.
- B. Hours of Work for overtime and weekends if approved by the Engineer and do not conflict with (MM NOI-1).
- C. Limit construction to the hours of 7 a.m. to 9 p.m. on weekdays, between 8 a.m. and 6 p.m. on Saturdays, and prohibit construction equipment noise anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.
- D. Contractor will notify the Owner a minimum of 48 hours prior to any night work in accordance with specifications section 01000-9 12b and must obtain permission from the Port prior to any work.
- E. Hours of work on streets shall conform to contract requirements

Section 1.3 - Overall Construction Scope of Work

In accordance with specification section 01 11 00-1.1A, the Contractor will perform all work necessary to complete the Contract in a satisfactory manner. The Contractor will furnish all transportation, labor, material, equipment and incidentals necessary to perform the work including, but not limited to the following (see *Attachment viii – Projected Equipment Use Schedule*):

- A. Secure necessary permits, perform coordination work, regulatory requirements and environmental mitigation measures required for the Project.

- B. Trenching and excavation work as required for utilities.
- C. Site demolition and removal work
- D. Construct new concrete wharf supported on pre-stressed concrete piles, including 100 foot gage crane rails with belt trench, mooring bollards, water vaults, electric vaults and fenders.
- E. Construct storm drain system and water system.
- F. Construct electrical system including conduits, cable, switchgear, and AMP system.
- G. Construct crushed miscellaneous base and asphalt concrete pavement, including grading, compacting, striping, and pavement markings.
- H. Construct surface improvements, including light poles, lighting and controls, pcc transtainer runways, fire hydrants, chain link fencing and gates, k-rails, truck tire stops, metal beam guard rail and signage.
- I. Construct a bridge across the LA County Flood Control Channel Area of the southwest slip, including concrete piles, drainage system, barriers, abutments, deck, and concrete approach slabs.
- J. Comply with permit conditions, including Storm Water Pollution Prevention Plan requirements listed in REGULATORY REQUIREMENTS Section 01 41 10 and *Appendix "A"*, and Mitigation Measure Requirements listed in *Appendix "I"*.
- K. Site cleaning and removal of debris, equipment, and excess material from the site upon completion of work.
- L. Other work as shown on Drawings.

Section 1.4 - Construction Equipment to be used on the Project

Equipment to be used, with Horsepower if known.

Griffith Company

- Excavators - 138 hp
- Scrapers - 450 hp
- Rock Trucks - 50 hp
- Loaders - 253 hp
- Dozers - 290 hp
- Motor Graders - 205 hp
- Forklifts - 40 hp
- Concrete Pumps - 50 hp
- Backhoes - 110 hp

- Compactors - 300 hp
- Skip Loaders - 78 hp
- Sweeper - 200 hp
- Water Trucks - 175 hp
- Stompers - 50 hp
- Trucking - 200 hp
- Concrete Trucks - 330 hp
- Flatbed Delivery Trucks - 200 hp
- Concrete Pump Trucks - 380 hp
- Cranes - 355 hp
- Rollers - 300 hp
- Boom Lifts - 64 hp

Crown Fence

- Trucks - 50 hp
- Bobcats - 50 hp
- Rhino and Kittyhawk (Post Drivers)

Pacific Coast Steel

- F-150 - 50 hp
- F-250 - 50 hp
- Forklifts - 40 hp

Dynalectric

- Excavators - 230 hp
- Backhoes - 129 hp
- Loaders - 95 hp
- Dump Trucks - 230 hp

Concrete Coring

- Dozers - 290 hp
- Compactors - 50 hp
- Loaders - 95 hp
- Motor Graders - 213 hp
- Scrapers - 450 hp
- Skip loaders - 63 hp
- Rollers - 300 hp
- Dump Trucks - 325 hp

RE Schaefer

- Flatbed Utility Truck - 325 hp

AC Dike

- Curb Machine

Lalonde Equipment

- Excavators - 138 hp
- Loaders - 253 hp
- Dozers - 290 hp
- Forklifts - 40 hp
- Backhoes - 110 hp
- Rollers - 300 hp
- Skip Loaders - 78 hp

Tejeda Trucking

- Haul Truck - 475 hp

CPR Trucking

- Haul Truck - 475 hp

Southern Pacific Rail

- Forklift - 40 hp
- Delivery Truck - 400 hp

S & J Supply

- Haul Truck - 475 hp
- Flatbed Delivery Truck - 325 hp

Soil Mixing Services

- On-site mixing mill (Roller Compacted Concrete)

EZ Logistics

- Haul Truck - 475 hp

Dutra Construction

- Derrick Barge - 2,500 hp
- Crane Barge w/ 4100 Manitowoc
- Work Boat, Trojan - 275 hp
- Skiff w/ Motor - 50 hp
- Excavators - 140 hp
- Loaders - 260 hp
- Hammers - 550 hp
- Backhoes - 125 hp
- Cat 735 Trucks - 395 hp

Section 2 – Standard Environmental Controls

From a construction perspective, standard environmental controls are implemented in both the construction phase and the preliminary design phase of the project. LAHD-imposed mitigation measures are in addition to standard environmental controls, and are addressed separately in Section 3. Standard environmental controls are the requirements imposed on construction activities based on existing local, state and federal laws.

To comply with standard environmental controls, the construction activities will incorporate local, state and federal regulations, as well as industry standards, and best management practices (BMPs). These requirements have been put in place to ensure dust control, equipment emission controls, public safety, pollution prevention, current technology, natural resource preservation, emergency response, monitoring and recordkeeping, security, and employee training. Key standard environmental controls, the governing authority, and citation reference are detailed in the below list. The applicable governing authority as set forth in the below discussion shall have the sole responsibility for issuing required permits and enforcing the standard environmental controls. Table 2.1 presents the implementation plan for each control measure.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) REQUIREMENTS:

- A. Comply with all pertinent SCAQMD Rules and permit requirements, including, but not limited to, the following:
1. Submit to the South Coast Air Quality Management district (SCAQMD) a notification form (SCAQMD Rule 1403) 10 working days prior to start of demolition work. Obtain forms from the SCAQMD Enforcement Division, Toxics Section.
 2. Comply with SCAQMD Rule 1166 Volatile Organic Compound Emissions from Decontamination of Soil.
 3. Obtain and pay for SCAQMD permits under Rules 203, 219, and 301 for affected classes of equipment, including but not limited to, internal combustion engines greater than 50 brake horsepower which are not used as vehicle propulsion (air compressors, generators, winch motors, and the like).
 - a. California Air Resources Board permits may be obtained for eligible equipment in lieu of SCAQMD permits.
 4. Comply with Rules 401, Visible Emissions and 402, Nuisance.
 5. Comply with City of Los Angeles Municipal Code Section 91.108.13 and SCAQMD Rule No. 403, Fugitive Dust.
 - a. Contractors performing Large Operations as defined by SCAQMD Rule No. 403 shall obtain SCAQMD approval of a fugitive dust emissions control plan within 7 Calendar Days after the operation begins.

- b. Implement SCAQMD's Best Available Control Technology (BACT) measures in Table 1 of Rule 403. Large construction projects (on a property which contains 50 or more disturbed areas) shall also follow Rule 403 Tables 2 and 3.
6. Abrasive blasting: select materials and methods that comply with SCAQMD Rule 1140 Abrasive Blasting.

HAZARDOUS WASTE:

- A. General: Hazardous waste is defined by Health and Safety Code 25117 and, California Code of Regulations, Title 22, Chapter 11, Section 66261.1 et. Seq. Notify the Engineer of observances or occurrences of hazardous waste. The Engineer will notify the Port Police, the Director of Environmental Management, and the Risk Manager. Comply with federal, state, and local reporting requirements. Continued work at the affected area of the site will require the approval of the Engineer.
1. Prior to performing any work in affected areas, prepare a site-specific Safety and Health Program pursuant to Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements in the California Code of Regulations CCR Title 8 Section 5192. Furnish the Engineer with a copy of the Safety and Health Program for the site within 10 Calendar Days of discovery of the hazardous waste.
 2. Dispose of hazardous wastes at legal point of disposal or licensed facility that is permitted to receive hazardous waste (recycling and disposal).
 3. Submit copies of documents to the Engineer, including hazardous waste manifests, if required, indicating the amount, nature, and disposition of the hazardous waste within 30 Calendar Days of Project completion.
 4. Refer to EXCAVATING, STOCKPILING, AND DISPOSING OF CHEMICALLY IMPACTED SOILS section for additional requirements.
- B. Pre-Existing Hazardous Wastes: City will retain title to pre-existing hazardous waste removed from the Project.
1. Store and manage hazardous wastes discovered onsite during the course of construction and resulting from construction activities in conformance with the California Health and Safety Code. Protect hazardous and non-hazardous contaminated waste storage containers from wind and rain. Place secondary containment beneath receptacles to capture drips and spills.
 2. In handling the City's materials, the City acknowledges that for the purposes of this Contract, it retains generator status and will be the primary or designated generator, will obtain the necessary United States Environmental Protection Agency (U.S. EPA) identification number, and sign the transportation manifests as owner of the material.

3. The Department will pay the following taxes for pre-existing hazardous wastes discovered onsite to the State Board of Equalization through its EPA Number:
 - a. EPA Generator's Tax.
 - b. State Generator's Tax.
 4. Pay fees required for the disposal of hazardous waste.
- C. Contractor-generated hazardous wastes: Contractor shall retain title to hazardous waste generated from supplies and equipment brought on site.
1. Contractor shall bear costs for managing and disposing of hazardous waste generated from supplies and equipment brought on site.

CHEMICALLY IMPACTED SOIL AND WATER:

- A. Notify the Engineer of observances or occurrences of soil and groundwater contamination. The Engineer will notify the Port Police, the Director of Environmental Management, and the Risk Manager. Continued work at the affected area of the site will require the approval of the Engineer.
- B. Remove chemically impacted soil and groundwater as directed by the Engineer and in conformance with applicable federal, state, and local regulations, including, but not limited to, South Coast Air Quality Management District (SCAQMD); California Environmental Protection Agency (EPA), Department of Toxic Substances Control (DTSC); California Regional Water Quality Control Board (RWQCB); and City of Los Angeles Fire Department. Dispose of chemically impacted soil and groundwater as directed by the Engineer.
- C. Obtain permits for excavation and disposal of chemically impacted soil and water.
- D. Refer to the Hazardous Waste Article of this Section for further requirements if the contamination is determined to be hazardous.
- E. For both hazardous and non-hazardous chemically-impacted soil and water, prepare a site-specific Safety and Health Program in conformance with requirements of Hazardous Waste Article of this Section.

CONSTRUCTION STORM WATER POLLUTION CONTROL:

- A. Minimum Water Quality Protection Requirements:
 1. Comply with the following minimum standards of good housekeeping:
 - a. Earth, construction materials, sediments, trash, construction-related wastes, other potential pollutants, or stockpiles of these materials shall not be transported by

- wind or blower, storm or wash water from the site via sheet flow, swales, area drains, natural drainage, storm drains, or streets.
- b. Handle hazardous materials in conformance with the Occupational Safety and Health Administration (OSHA), Fire, And Other Safety Requirements Article of this Section, and applicable federal, state, and local regulations.
 - c. Retain concrete wastes on-site until they can be appropriately disposed or recycled. Accumulated concrete wastes on site shall be allowed to set up, be broken apart, and disposed of at the Department's material crushing site. On-site washout shall be allowed only in designated areas away from drains, ditches, and streets.
 - d. Deposit trash and construction-related solid wastes in covered receptacles. Prevent dispersal of trash by wind and prevent rainwater percolation through trash.
 - e. Handle and dispose of hazardous wastes in conformance with the Hazardous Waste Article of this Section and applicable federal, state, and local regulations.
 - f. Prevent tracking of sediments and other materials from the site by vehicle traffic. Stabilize construction entrance roadways to inhibit sediments from being deposited into the public ways. Comply with the provisions of Housekeeping and Site Maintenance Subsection of the GENERAL CONDITIONS Section.
 - g. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the Project Site.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

A. Plan Description:

1. This Project has 1 acre or more of disturbed soil and is subject to the California General Construction Activity Storm water Permit for Storm Water Discharges Associated with Construction Activity (GCASP). Design, submit, implement, and document a SWPPP plan in conformance with GCASP to control storm water pollution from sediments and construction materials leaving the Project site. For additional information on plan preparation, visit the California State Water Resources Control Board (SWRCB) website at www.swrcb.ca.gov. Refer also to City of Los Angeles Bureau of Sanitation, Watershed Protection Division, at www.lastormwater.org and California Storm water Quality Association (CASQA), California Storm Water Best Management Practice Handbooks, telephone number (650) 366-1042. Website address: www.cabmphandbooks.com

B. Plan Requirements:

1. Prepare a SWPPP as follows:
 - a. Supply information required by SWRCB in the SWPPP and submit to the Engineer, for information only, 30 Calendar Days prior to grading or other soil disturbance.
 - 1) Include BMP layout map.

- 2) Failure to submit the SWPPP to the Engineer may be cause for withholding of payment.
 - b. Identify responsible individuals to perform the following SWPPP functions including, but not limited to:
 - 1) Write and amend the SWPPP documents
 - 2) Field equipment inspections
 - 3) Periodic BMP inspections
 - 4) BMP employee training
 - c. Maintain a copy of the reviewed SWPPP plan at the jobsite.
2. Submit the Notice of Intent (NOI) form to the Engineer listing only the name and phone number of the person responsible for monitoring plan implementation under Section III, Implementation of NPDES Permit Requirements, Subsection B, Monitoring Program.
 - a. Include check(s) payable to the State Water Resources Control Board to cover fee(s) due per project, per year of construction activity starting at Notice to Proceed. The Engineer will file the completed NOI (including fee) with the State Water Resources Control Board, per project per year of construction activity. Include in fee amount the base cost, per acre cost, and applicable surcharge.
 - b. Contact the Engineer to obtain the Waste Discharge Identification (WDID) number.
 - c. Copy of the NOI and checklist for submitting NOI, including listing of fees by acre is included as Appendix "A" of the Specification.
3. Implement and maintain the reviewed SWPPP BMPs at the jobsite year-round in conformance with SWRCB requirements.
 - a. Implement BMPs continuously at the jobsite for projects occurring during the period between October 1 and April 15.
 - b. Implement BMPs at the jobsite if rain is forecasted between April 15 and October 1.
4. Perform self-inspection of BMPs in advance of anticipated storm events.
 - a. Complete self-inspection checklists and logs required by SWRCB for each inspection and maintain at jobsite for Engineer's review for Contract duration. Inspection frequency to be in accordance with the Storm Water Pollution Prevention Plan.
 - b. Submit checklists and log to the Engineer after substantial completion of Project.
 - i. Adequate checklist and log maintenance, and approval of them, will be a condition to approval of rain delay schedule extensions.

5. On projects requiring a SWPPP, Contractor shall show the Waste Discharge Identification number (WDID) to LADBS as proof of submittal of the NOI whenever Contractor is required to get a permit from LADBS.

REMOVAL AND DISPOSAL OF TOXIC MATERIAL:

- A. Railroad ties and utility poles present within the facilities are considered, upon disposal, to be treated wood waste (TWW) containing creosote, pentachlorophenol, or waterborne preservative (such as ACZA), which the State of California has determined to be toxic. Remove and dispose of TWW materials at lined Class I, lined Class II, or lined Subtitle D landfills.
- B. Submit 2 copies of the manifest from the transporter to the Engineer.

Resources Board (CARB):

Mobile Source Diesel Risk Reduction Rules:

- Commercial Harbor Craft Regulation: Adopted November of 2007; Effective January 2009
- Off-Road Diesel Vehicle Regulation: Adopted July 26, 2007; Effective June 2008
- On-Road Heavy-Duty Vehicles Regulation: Adopted December 12, 2008; Effective January 1, 2011

TABLE 2.2: Implementation Plan

APPLICABLE REQUIREMENT	RULE	IMPLEMENTATION PLAN	STATUS
AIR QUALITY			
SCAQMD	Rule 1403- Asbestos	Per AQMD Rule 1403 Sec. D	If needed
SCAQMD	Rule 1166- V.O.C.s	Per AQMD Rule 1166 Sec. C	If needed
SCAQMD	Rule 203- Permits for Auxiliary Engines	Per AQMD Rule 203 Secs. A&B	If needed
	Rule 219- Exemptions	Per AQMD Rule 219 All Sections	N/A
	Rule 301- Fee Schedule	Per AQMD Rule 301 All Sections	If needed
SCAQMD	Rule 401- Visible Emissions	Per AQMD Rule 401 Sec. B	Ongoing
	Rule 402- Nuisance	Per AQMD Rule 402 All Sections	Ongoing
SCAQMD	Rule 403- Fugitive Dust	Per AQMD Rule 403 Sec. D	Ongoing
SCAQMD	Rule 1140- Abrasive Blasting	Per AQMD Rule 1140 Sec. B	If needed
California Air Resources Board (CARB)	Mobile Source Diesel Risk Reduction Rules:		
	• Commercial Harbor Craft Regulation: Adopted November of 2007; Effective January 2009	Per Section CARB Regulations	Ongoing
	• Off-Road Diesel Vehicle	Per Section CARB Regulations	Ongoing

	Regulation: Adopted July 26, 2007; Effective June 2008 • On-Road Heavy-Duty Vehicles Regulation: Adopted December 12, 2008; Effective January 1, 2011	Per Section CARB Regulations	Ongoing
HAZARDOUS WASTE			
CCR	Title 8 Section 5192	Per Title 8 Section 5192	If needed
CHEMICALLY IMPACTED SOIL AND WATER			
EPA		Subject to all EPA Regulations	Ongoing
DTSC		Per Title 22 Div. 4.5	If needed
RWQCB		Subject to all RWQCB Regulations	Ongoing
City of LA Fire Dept		Subject to all LAFD Regulations	Ongoing
CONSTRUCTION STORM WATER POLLUTION CONTROL			
GCASP	SWPPP	Per Berth 102 SWPPP	Ongoing
REMOVAL AND DISPOSAL OF TOXIC MATERIALS			
State of CA	Disposal of TWW	Per Title 22 Div. 4.5 Chap. 34	If needed

Section 3 – Mitigation Measures and Implementation

Section 3.1 Applicable Mitigation Measures

The Applicable Mitigation Measures to be used on this project have been adopted from the six sections outlined in *Appendix "I"* of the Project Specifications.

I. Ships and Harbor Crafts

A. Ships:

1. Not Applicable as no ships will be used as part of this project.

B. Harbor Crafts:

1. All harbor craft used during the construction phase of the project shall be, at a minimum, repowered to meet the cleanest existing marine engine emission standards or USEPA Tier 2.
2. Where available, harbor craft shall meet the proposed USEPA Tier 3 (which are proposed to be phased-in beginning 2009) or cleaner marine engine emission standards.

I. Construction Equipment

A. On-Road Trucks:

1. Trucks hauling materials such as debris or fill shall be fully covered while operating off Port property.
2. Idling shall be restricted to a maximum of five minutes when not in use.
3. The following USEPA standards shall be met:
 - a. **Prior to December 31, 2011:** All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used at the Port of Los Angeles will comply with EPA 2004 on-road emission standards for PM10 and NOx (0.10 g/bhp=hr and 2.0 g/bhp-hr, respectively).

A copy of each unit's certified USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

B. Construction Equipment:

1. Construction equipment shall incorporate, where feasible, emissions-savings technology such as hybrid drives and specific fuel economy standards.
2. Idling shall be restricted to a maximum of five minutes when not in use.
3. The following Tier Specifications shall be met:
 - a. **Prior to December 31, 2011:** All off-road diesel-powered construction equipment greater than 50 horsepower (hp) will meet Tier-2 off-road emission standards, except ships and barges and marine vessels, at a minimum. In addition, all construction equipment greater than 50 hp will be retrofitted with a CARB-certified Level 2 or 3 verified diesel emissions control device (VDEC).
 - b. **From January 1, 2012, to December 31, 2014:** All off-road diesel-powered construction equipment greater than 50 hp, except ships and barges and marine vessels, will meet Tier-3 off-road emission standards, at a minimum. In addition, all construction equipment greater than 50 hp will be retrofitted with a CARB-certified Level 3 diesel emissions control device.
 - c. A copy of each unit's Tier specification, BACT documentation and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

II. General Construction Practices

A. Best Management Practices (BMP):

1. Use of diesel oxidation catalysts and catalyzed diesel particulate traps.
2. Maintain equipment according to manufacturers' specifications.
3. Restrict idling of construction equipment and on-road heavy-duty trucks to a maximum of five minutes when not in use.
4. Install high-pressure fuel injectors on construction equipment vehicles.
5. Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors.
6. Improve traffic flow by signal synchronization.
7. Enforce truck parking restrictions.
8. Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines, etc.
9. Re-route construction trucks away from congested streets or sensitive receptor areas.
10. Provide dedicated turn lanes for movement of construction trucks and equipments on- and off-site.
11. Use electric power in favor of diesel power where available.

B. Fugitive Dust Control

Consistent with SCAQMD Rule 403, the contractor shall obtain a SCAQMD Rule 403 Permit.

1. Active grading sites shall be watered one additional time per day beyond the required Rule 403.
2. Contractors shall apply approved non-toxic chemical soil stabilizers according to manufacturer's specifications to all inactive construction areas or replace groundcover in disturbed areas (previously graded areas) inactive for ten days or more.

3. Construction contractors shall provide temporary wind fencing around sites being graded or cleared.
 4. Trucks hauling dirt, sand, or gravel shall be covered in accordance with Section 23114 of the California Vehicle Code.
 5. Construction contractors shall install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off tires of vehicles and equipment leaving the construction site.
 6. The grading contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site; disturbed areas shall be stabilized if construction is delayed.
 7. Pave road and road shoulders.
 8. Require the use of clean-fueled sweepers pursuant to SCAQMD Rule 1186 and Rule 1186.1. Sweep streets at the end of each day if visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions.
 9. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.
 10. Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.
 11. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain a smooth traffic flow.
 12. Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.
- C. Special Precaution Near Sensitive Sites:
1. Construction activities located within 1,000 feet of sensitive receptors (defined as schools, playgrounds, daycares and hospitals) shall be notified in writing at least 30 days prior to construction.
- D. Construction Material
1. Demolition and/or excess construction materials shall be separated on-site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided on-site.
 2. Materials with recycled content shall be used in project construction. Chippers on site during construction shall be used to further reduce excess wood for landscaping cover.

III. Terminal and Terminal Building Specifications

- A. Not Applicable as no buildings are being constructed as part of this project.

IV. Excavation and/or Trenching Work

A. Cultural Artifacts

1. All construction equipment operators shall attend a pre-construction meeting presented by a professional archaeologist retained by the Port that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.
2. If an artifact, unusual amount of bone, shell or non-native stone is encountered during construction, work shall be immediately stopped and relocated from that area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the Port to evaluate the find. Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be mitigated consistent with State Historic Preservation Offices (SHPO) Guidelines.

B. Contamination Contingency Plan

The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:

1. All trench excavation and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the contractor shall notify the Los Angeles Harbor Department's Chief Harbor Engineer, Director of Environmental Management, and Risk Management's Industrial Hygienist. The Port shall confirm the presence of the suspected material and direct the contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Chief Harbor Engineer.
2. A photoionization detector (or other similar device) shall be present during grading and excavation of suspected chemically impacted soil.
3. Excavation of VOC-impacted soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 Permit

4. The remedial option(s) selected shall be dependent upon a number of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost, etc.) and shall be determined on a site-specific basis. Both off-site and on-site remedial options shall be evaluated.
5. The extent of removal actions shall be determined on a site-specific basis. At a minimum, the chemically impacted area(s) within the boundaries of the construction area shall be remediated to the satisfaction of the lead regulatory agency for the site. The Port Project Manager overseeing removal actions shall inform the contractor when the removal action is complete.
6. Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Chief Harbor Engineer within 30 days of project completion.
7. In the event that contaminated soil is encountered, all on-site personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with Occupational Safety and Health Administration (OSHA) regulations for hazardous waste operations. These regulations are based on CFR 1910.120 (e) and 8 CCR 5192, which states that "general site workers shall receive a minimum 40 hours of classroom training and a minimum of three days of field training". This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the workplace.
8. In cases where potentially chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.
9. All excavations shall be filled with structurally suitable fill material which is free from contamination.

V. Noise Limitations

A. Construction Limitations:

1. Construction noise shall be limited to the hours of 7:00 a.m. to 9:00 p.m. on weekdays, between 8:00 a.m. and 6:00 p.m. on Saturdays, and prohibited anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.
2. Noise generating construction activities shall be prohibited on weekends or holidays unless critical to a particular activity.
3. When construction is occurring within 500 feet of a residence or park, temporary noise barriers (solid fences or curtains) shall be located between noise-generating construction activities and sensitive receivers.

4. All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
5. Unnecessary idling of internal combustion engines shall be prohibited.
6. All stationary noise-generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing noise-sensitive land uses as identified by the Port.
7. Quiet construction equipment shall be selected whenever possible. Griffith shall comply where feasible with noise limits established in the City of Los Angeles Noise Ordinance.
8. The Port shall notify residents adjacent to the proposed Project site of the construction schedule in writing.
9. The contractor shall use an IHC Hydro-Hammer (SC series with sound insulation system) pile driver or equivalent when constructing the berth.
10. The Port, via the construction contractor, shall clearly post the telephone number where complaints regarding construction-related disturbance can be reported.

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VI. Transportation Planning

A. Transportation Plan

Prior to construction, the construction contractor shall prepare a detailed Traffic Management Plan which shall include the following: detour plans, coordination with emergency services and transit providers, coordination with adjacent property owners and tenants, advance notification of temporary bus stop loss and/or bus line relocation, identify temporary alternative bus routes, advance notice of temporary parking loss, identify temporary parking replacement or alternative adjacent parking within a reasonable walking distance, use of designated haul routes, use of truck staging areas, observance of hours of operations restrictions and appropriate signing for construction activities. The management plan shall be submitted to LAHD for approval before beginning construction.

Section 3.2 - Mitigation Measures Adherence Plan

The Griffith Company/ Dutra Group Joint Venture will adopt a comprehensive work plan that defines and adheres to the mitigation measures outlined in the previous Section 5 – *Applicable Mitigation Measures*.

In addition, prior to bid time and during the subcontract process Griffith and Dutra took the following measures:

- A. Equipment managers met with leasing companies to inform them of the Mitigation Measures and inventory equipment.

- B. Project Management Team met with all subcontractors and/ or vendors to discuss and explain the mitigation measures in accordance with project specification.
- C. In addition, subcontractors and / or vendors will be reminded in writing prior to the start of the project of the mitigation requirements to include vehicle/ equipment registration and mitigation measures orientation (see letters in Attachment ii).
- D. A copy of Project Specification Appendix "I" was provided as a contract attachment for each subcontractor.

Adherence Plan for Mitigation Measures For:

Section I - Ships and Harbor Craft

Section II - Construction Equipment (On-Road & Off-Road)

- A. During the construction process Griffith/Dutra Joint Venture will utilize the attached forms as describe in Appendix "I" for each piece of equipment used on the project.
- ✓ (B. A record keeping system will be used to track contractor, subcontractor, and vendor equipment reports, permits, and controls prior to being used on this project.
- C. The list will be updated as additional equipment is added to the project.
- D. Copies of the information will be forwarded to the Port of Los Angeles' Environmental Management Division at the following address:

Port of Los Angeles
Shaun Shahrestani, Chief Harbor Engineer
Construction Division
425 South Palos Verdes Street
San Pedro, CA 90731
- E. Electronic copies will be submitted through the Port of Los Angeles' Buzzsaw Software System.
- F. A hard copy will be available on site in the Griffith Company's files.
- ✶ (G. In cases where a piece of equipment cannot comply with the required mitigation measures, information will be provided documenting the efforts made to comply.
- ✶ (H. In addition, documentation within the equipment compliance form will be provided explaining the reason(s) why a piece of equipment cannot meet the requirements (see attachments iii, iv, and v).
- I. The GDJV will monitor equipment on a daily basis and remind operators and drivers of the 5 minute maximum idling limit. If a piece of equipment and/or on-road truck is spotted idling, the GDJV will access the situation to determine the length of time that the piece of equipment and/or

on-road truck has been idling. If it is determined that the 5 minute limit has been breached or is approaching the time limit the operator and/or driver will be notified. In addition stickers will be distributed stating the "5 minute idling prohibition".

Adherence Plan for Mitigation Measures For:

Section III - General Construction Practices (BMPs)

- A. The Storm Water Pollution Prevention Plan, to be submitted separately, shall provide several items to assist in the mitigation of daily construction activities to include fugitive dust control, construction material, and special precautions near sensitive sites.

Adherence Plan for Mitigation Measures For:

Section V - Excavation and/or Trenching

- A. A Contaminated Impacted Soils Handling Plan is to be submitted separately in the event of encountering previously unknown contamination during demolition, grading or construction activities.

Adherence Plan for Mitigation Measures For:

Section VI - Noise Limitation

- A. Construction will be limited to the hours shown in *Section 2 – Work Hours and Days* of this plan.
- B. Equipment to be properly muffled and restricted to idling requirements.
- C. Quiet equipment will be utilized where available.
- D. The GDJV will remind work crew daily during Safety Meeting and Stretch & Flex of the work hours and idling requirements.

Adherence Plan for Mitigation Measures For:

Section VII - Transportation Planning

- A. A Traffic Management Plan will be submitted separately and will cover the items listed in Specification Section 01 35 43-1.3B which include the following:
 - 1. Detour Plans
 - 2. Coordination with Emergency Services
 - 3. Coordination with Adjacent Property Owners and Tenants
 - 4. Advanced Notifications
 - 5. Identification of Temporary Bus Stop Losses or Line Relocation
 - 6. Advanced Notifications for Temporary Parking Loss
 - 7. Identification of Temporary Parking Replacement
 - 8. Use of Designated Haul Routes
 - 9. Use of Truck Staging Areas
 - 10. Observance of Hours of Operation Restrictions

11. Appropriate Signage for Construction Activities

Section 3.2 – Additional Adherence to Mitigation Measures

Griffith Company has prepared the Harry Bridges Blvd Buffer Environmental Compliance Plan in accordance with the Contract Specifications Section 01 35 43 "Environmental Construction Requirements" and with *Appendix "I"*.

This Environmental Compliance Plan defines the following as a Reasonable and/ or Good Faith Effort for attempting to obtain "On" and "Off Road" Equipment that meet the Tier or Emissions Level required.

- A. Contractor will attempt to contact three leasing companies to obtain a controlled piece of Equipment within the State of California. If a piece of equipment is not found within these three attempts, the controlled piece of equipment will be considered unavailable. Written documentation will be provided in letter form from leasing companies confirming the unavailability.
- B. If a controlled piece of equipment exists through a leasing company within 200 miles, but is being leased by another contractor on a different project, the controlled piece of equipment will be considered unavailable. Written documentation will be provided in letter form from leasing companies confirming the unavailability.
- C. To avoid additional move-in costs, if a controlled piece of equipment becomes available at a later date, after all attempts were made to obtain it, and an uncontrolled device has already been delivered and is being used on the project, the uncontrolled piece of equipment will not be replaced until the current operation of work is completed.
- D. In addition, the mitigation measures set forth for "On-Road Trucks" above the 19,500 lb. limit will be mitigated for trucks delivering permanent materials to the job site, i.e. Import Dirt , Crushed Miscellaneous Base, Asphalt Concrete, and Portland Cement Concrete. These trucks will be continuously operating throughout the project.
- E. Mitigation measures will not be intended or enforced for "Route Delivery" trucks that may or may not exceed the 19,500 lb. weight limit. Route Delivery trucks are typically on site for a minimum time and are dormant during off-loading, i.e. mail, UPS/ FedEx, Sparklets and/ or Arrowhead Water, Site Furnishings, etc.

Mitigation Measures will be partially adhered to for "Showcase" Equipment the Contractor utilizes as part of the MSRC Showcase Program to help monitor emissions in accordance with the SCAQMD. Please refer to *Section 8 – Mitigation Documentation Tracking Record Keeping System* of this plan.

The following are definitions that have been derived from the body of the specifications and are listed to provide clarity for terms and acronyms encountered throughout the Plan:

BACT: **Best Available Controlled Technology** (SCAQMD: California Health and Safety Code Section 40405) an emission limitation that will achieve the lowest achievable rate for the source to which it is applied. Subject to Subdivision (b), "lowest achievable emissions rate," as used in this section, means the more stringent of the following:

- A. The most stringent emissions limitation that is contained in the State implementation plan for the particular class or category of source, unless the owner or operator of the source demonstrates that the limitation is not achievable.
- B. The most stringent emission limitation that is achieved in practice by the class or category of the source.

CARB: California Air Resource Board

LAHD: Los Angeles Harbor District

MSRC: Mobile Source Air Pollution Reduction Review Committee

SCAQMD: South Coast Air Quality Management District is a local agency with primary responsibility for regulating source air pollution in the South Coast Air Basin in the State of California

U.S. EPA Rating: United States Environmental Protection Agency Rating is provided by the Air Resources Board in an Executive Order that describes the Engines Family Name, Useful Life, Emissions Standard Category, Exhaust output and Opacity percentage of each engine.

Tier Level Off-Road Emission Standard: the emissions standard promulgated by the United States Environmental Protection Agency in "Control of Emissions of Air Pollution from Non-road Diesel Engines and Fuel:

Make: Equipment Manufacturer

Model Number: References the size of the equipment and engine

ECT #: Environmental Compliance Ticket Number

Engine Family Name: the family code that describes the year and the location the equipment was built

Non-Propelled Equipment: any equipment that is stationary, i.e. generator, welding machine, crushing plant, etc.

Section 3.3 - Mitigation Documentation Tracking Record Keeping System

The Griffith Company/ Dutra Group Joint Venture will maintain a tracking system that consists of the following:

- A. Reporting Forms
- B. Equipment Inspection Tracking List
- C. Tracking Stickers
- D. Mitigation Awareness Training
- E. Continuous Monitoring

Griffith Company / The Dutra Group JV will inform all subcontractors, vendors and any construction equipment operators entering the project of the guidelines set forth by the project specifications throughout the duration of the project.

In addition, an inspection will be performed on applicable equipment prior to use on the project. Equipment will be tracked using a sticker system that will be visible on every piece of equipment (*see Attachment vi*).

Air quality mitigation measures will be tracked in accordance with *Section 11 – Standard Environmental Controls* of this plan.

Compliance forms will be filled out on each piece of applicable equipment and forwarded to the LAHD Environmental Compliance Manager (*see Attachments iii, iv, and v*).

Additional tracking measures will be in accordance with the specific plan provided, i.e. traffic management, SWPPP, contaminated impacted soil.

Section 3.4 - Environmental Compliance Lead Person and Secondary Person

The lead and secondary person assigned to this project to ensure the mitigation measures are being enforced will be the following personnel, respectively:

Griffith Company
Hunt Lloyd
Project Engineer
Contact # 562.477.6188

The Dutra Group
Bryan O'Sullivan
Project Manager
Contact # 415.686.3938

Section 3.5 - Additional Measures, Practices to Further Reduce Environmental Impacts

Griffith Company will incorporate the following additional measures to reduce Environmental Impacts on this Project.

- A. Griffith Company will provide equipment for this project currently being retrofitted to take part in the Mobile Source Air Pollution Reduction Review Committee (MSRC) Showcase Program that will help monitor and provide air sample reading to the SCAQMD. A Showcase Program logo will be permanently displayed in a prominent location for each vehicle equipped with an after-treatment device.
- B. Since 2005 Griffith Company has replaced 43 mid-size sedans with Ford Escape Hybrid vehicles for Project Managers, Engineers and other Management personnel.
- C. Project Management Team members walk and/or utilize bicycles to move throughout the job site when feasible.

Section 3.6 - Mitigation Monitoring Forms

Submission Schedule:

1. Prior to Construction

The following mitigation forms must be submitted within 45 days of Notice to Proceed:

- General Construction Practices: Fugitive Dust (copy of Rule 403 Permit)
- Excavation and/or Trenching Work: Cultural Resources (attend the Pre-Construction Meeting)
- Excavation and/or Trenching Work: Contamination Contingency Plan
- Transportation Planning: Transportation Plan

2. During Construction

The following mitigation forms must be submitted within 30 days of prior to initial use of the referenced equipment and upon receipt of any new equipment throughout construction on a monthly basis:

- Ships and Harbor Craft Specs: Harbor Craft
- Construction Equipment Specs: Heavy-duty Trucks
- Construction Equipment Specs: Construction Equipment (except for Heavy-duty Trucks)
- General Construction Practices: Best Management Practices

- General Construction Practices: Fugitive Dust (Report on practices to reduce dust)
- General Construction Practices: Sensitive Sites
- General Construction Practices: Recycled Material

The following measures forms must be submitted within 30 days of completion and throughout construction on a monthly basis if applicable:

- Construction [Noise] Limitations

3. Only if Applicable

The following mitigation forms will only be submitted if applicable:

- Construction Equipment Specs: General Mitigation Measure
- Excavation and/or Trenching Work: Cultural Resources (if there is a cultural find)

Attachment

-i-

Mitigation Monitoring Forms

Mitigation Monitoring Reporting Forms

All applicable forms shall be included in the Contractor's Environmental Compliance Plan (ECP). Forms shall be submitted to the Port of Los Angeles upon completion of the applicable measures' requirements.

All forms shall be submitted to:

Environmental Management Division
Port of Los Angeles
425 South Palos Verdes Street
San Pedro CA 90731

Electronic document submittal is encouraged and an email address will be provided as part of the contract award process.

Please contact 310.732.3675 with any questions.

I. SHIP AND HARBOR CRAFT SPECIFICATIONS: Ships

Construction Contractor (insert name): G.D.J.V
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

All cargo ships used for terminal crane and sheet pile deliveries shall comply with the expanded VSRP of 12 knots from 40 nm from Point Fermin to the Precautionary Area.

Mitigation Monitoring Frequency: Throughout Wharf Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity including basic procedures for complying with the above measure. Assurance of implementation shall be provided to LAHD and shall consist of written completion notice from the construction contractor. This form shall be accompanied by applicable verification documents including vessel speed logs and fuel receipts.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LLOYD PROJECT ENGINEER
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LLOYD PROJECT ENGINEER
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

I. SHIP AND HARBOR CRAFT SPECIFICATIONS: Harbor Craft

Construction Contractor (insert name): GDJV
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

1. All harbor craft used during the construction phase of the project shall be, at a minimum, re-powered to meet the cleanest existing marine engine emission standards or USEPA Tier 2.
2. Where available, harbor craft shall meet the proposed USEPA Tier 3 (which are proposed to be phased-in beginning 2009) or cleaner marine engine emission standards.

The above harbor craft measure shall be met unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists:

1. A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
2. A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
3. A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

Mitigation Monitoring Frequency: Throughout Wharf Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity including basic procedures for complying with the above measure. Assurance of implementation shall be provided to LAHD and shall consist of written completion notice from the construction contractor. This form shall be accompanied by applicable verification documents including tug specifications.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LLOYD PROJ. ENGINEER
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LLOYD PROJ. ENGINEER
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____

Title

Date

Date Received in BM: _____

Mitigation Completed?

Yes

No

Completion Date

II. CONSTRUCTION EQUIPMENT SPECIFICATIONS: Heavy Duty Trucks

Construction Contractor (insert name): GDX JV
Construction Project (location and job name): 1 BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

1. Trucks hauling materials such as debris or fill shall be fully covered while operating off Port property.
2. Idling shall be restricted to a maximum of 5 minutes when not in use.
3. The following USEPA standards shall be met:
 - a) All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used onsite or to transport materials to and from the site shall comply with EPA 2004 on-road PM emission standards and be the cleanest available NOX (0.10 grams per brake horsepower-hour [g/bhp-hr] PM10 and 2.0 g/bhp-hr NO X). In addition, all on-road trucks shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions-control device used by the contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel-emissions control strategy for a similar-sized engine as defined by CARB regulations.
 - b) A copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

A copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment

The above "USEPA Standards" measures shall be met, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists:

1. A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
2. A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
3. A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity including basic procedures for complying with the above measure. Assurance of implementation shall be provided to LAHD and shall consist of written completion notice from the construction contractor. This form shall be accompanied by applicable verification documents including a copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROJECT ENGINEER
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LOYD PROJECT ENGINEER
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

II. CONSTRUCTION EQUIPMENT SPECIFICATIONS: Construction Equipment (except for Heavy-Duty Trucks)

Construction Contractor (insert name): GDJV
Construction Project (location and job name): 1 BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

1. Construction equipment shall incorporate, where feasible, emissions-savings technology such as hybrid drives and specific fuel economy standards.
2. Idling shall be restricted to a maximum of 5 minutes when not in use.
3. The following Tier Specifications shall be met:
 - a) January 1, 2009, to December 31, 2011: All off-road diesel-powered construction equipment greater than 50 hp, except derrick barges and marine vessels, shall meet Tier 2 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions-control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similar-sized engine as defined by CARB regulations.
 - b) Post January 1, 2012: All off-road diesel-powered construction equipment greater than 50 hp, except derrick barges and marine vessels, shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions-control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 2 or Level 3 diesel emissions-control strategy for a similar-sized engine as defined by CARB regulations.

A copy of each unit's certified Tier specification, BACT documentation and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

The above "Tier Specifications" measures shall be met, unless one of the following circumstances exist and the contractor is able to provide proof that any of these circumstances exists:

1. A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
 2. A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
 3. A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.
1. Construction equipment shall incorporate, where feasible, emissions savings technology such as hybrid drives and specific fuel economy standards.
 2. Idling shall be restricted to a maximum of 5 minutes when not in use

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity including basic procedures for complying with the above measure. Assurance of implementation shall be provided to LAHD and shall consist of written completion notice from the construction contractor. This form shall be accompanied by applicable verification documents including a copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LLOYD PROS. ENGINEER
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LLOYD PROS. ENGINEER
Name and Title of Responsible Person:

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in BM: _____

Mitigation Completed? Yes No

Completion Date _____

II. CONSTRUCTION EQUIPMENT SPECIFICATIONS: General

Construction Contractor (insert name): GDJV
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE:

Mitigation measures MM AQ-1, AQ-2 and AQ-3 can be replaced by a new and/or alternative technology, provided the technology (1) is CARB-certified, (2) is equal to or exceeds emissions savings as analyzed in this EIS/EIR and, (3) is approved by the Port of Los Angeles.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. LAHD will confer with the SCAQMD, construction contractors, engine manufactures and/or air quality experts to review and approved the Compliance Plan. This form shall be accompanied by applicable verification documents including the contractor's proposed changes and approval by the Port of Los Angeles.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above

HUNT LOYD PROJ. ENGINEER
Name and Title of Person Completing Form

[Signature]
Signature

Date 12/9/09

HUNT LOYD PROJECT ENGINEER
Name and Title of Responsible Person

[Signature]
Signature

Date 12/9/09

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

III. GENERAL CONSTRUCTION PRACTICES: BMPs

Construction Contractor (insert name): GDJV
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

The following types of measures are required on construction equipment (including on-road trucks):

1. Use of diesel oxidation catalysts and catalyzed diesel particulate traps
2. Maintain equipment according to manufacturers' specifications
3. Restrict idling of construction equipment and on-road heavy-duty trucks to a maximum of 5 minutes when not in use
4. Install high-pressure fuel injectors on construction equipment vehicles
5. Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors
6. Improve traffic flow by signal synchronization
7. Enforce truck parking restrictions
8. Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines, etc.
9. Re-route construction trucks away from congested streets or sensitive receptor areas
10. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site
11. Use electric power in favor of diesel power where available.

LAHD shall implement a process by which to select additional BMPs to further reduce air emissions during construction. The LAHD shall determine the BMPs once the contractor identifies and secures a final equipment list.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan identifying all feasible BMPs, for review and approval by LAHD prior to beginning of any construction activity. LAHD will confer with the SCAQMD, construction contractors, engine manufactures and/or air quality experts to review and approved the Compliance Plan. LAHD shall include a listing of additional BMPs in the specification if warranted. The contractor shall adhere to these specifications and the Compliance Plan throughout construction phases. This form shall be accompanied by applicable verification documents including a list of final BMPs and applicable proof of use including receipts.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

Hunt Lord Pros Eng.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

Hunt Lord Pros. Eng.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

Mitigation Completed?

Yes

No

Completion Date

III. GENERAL CONSTRUCTION PRACTICES: Fugitive Dust

Construction Contractor (insert name): GDTU
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

1. The construction contractor shall designate personnel to monitor the dust control program and to order increased watering, as necessary, to ensure a 90 percent control level. Their duties shall include holiday and weekend periods when work may not be in progress.
2. The following measures, at minimum, must be part of the contractor Rule 403 dust control plan:
 - Active grading sites shall be watered one additional time per day beyond that required by Rule 403.
 - Contractors shall apply approved non-toxic chemical soil stabilizers according to manufacturer's specifications to all inactive construction areas or replace groundcover in disturbed areas (previously graded areas) inactive for ten days or more.
 - Construction contractors shall provide temporary wind fencing around sites being graded or cleared.
 - Trucks hauling dirt, sand, or gravel shall be covered in accordance with Section 23114 of the California Vehicle Code.
 - Construction contractors shall install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off tires of vehicles and any equipment leaving the construction site
 - The grading contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site; disturbed areas shall be stabilized if construction is delayed.
 - Pave road and road shoulders.
 - Require the use of clean-fueled sweepers pursuant to SCAQMD Rule 1186 and Rule 1186.1 certified street sweepers. Sweep streets at the end of each day if visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions.
 - Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM₁₀ generation.
 - Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.
 - Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.
 - Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. LAHD will confer with the SCAQMD, construction contractors, engine manufactures and/or air quality experts to review and approved the Compliance Plan. LAHD shall include a listing of additional dust control measures in the specifications if warranted. The contractor shall adhere to these specifications and the Compliance Plan throughout construction phases. This form shall be accompanied by applicable verification documents including the contractor's final Rule 403 Dust Plan.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNTLOYD PRAS. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNTLOYD PRAS. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM:
Mitigation Completed? Yes No

Completion Date _____

III. GENERAL CONSTRUCTION PRACTICES: Sensitive Sites

Construction Contractor (insert name): GDTU
Construction Project (location and job name): BERTH 109

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

All construction activities located within 1,000 feet of sensitive receptors (defined as schools, playgrounds, daycares, and hospitals), shall notify each of these sites in writing at least 30 days before construction activities begin.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by applicable verification documents including a list of all sensitive receptor sites within 1,000 feet of the construction site and copies of any notifications. If there are no such sensitive receptors, the contractor must submit verification including applicable maps.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROJ. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LOYD PROJ. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____
Date Entered in DB: _____

Mitigation Completed? Yes No

Completion Date _____

III. GENERAL CONSTRUCTION PRACTICES: Recycled Materials

Construction Contractor (insert name): CDJV
Construction Project (location and job name): Berth 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

Demolition and/or excess construction materials shall be separated on-site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided on-site.

Materials with recycled content shall be used in project construction. Chippers on site during construction shall be used to further reduce excess wood for landscaping cover.

Mitigation Monitoring Frequency: Throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by the applicable verification of compliance including receipts for applicable construction materials and recycling rates.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

Hunt Lloyd Pres. Eng.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

Hunt Lloyd Pres. Eng.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Date Entered in DB: _____

Mitigation Completed? Yes No

Completion Date _____

IV. TERMINAL AND TERMINAL BUILDING SPECIFICATIONS: Building Specs

Construction Contractor (insert name): GDSV
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

- The main terminal building shall obtain the Leadership in Energy and Environmental Design (LEED) gold certification level.
- All new building shall incorporate additional water conservation measures, such as low-flow toilets.
- All interior buildings on the premises shall exclusively use compact fluorescent light bulbs for ambient lighting within all terminal buildings
- Solar panels shall be installed on the main terminal building.
- Shade trees shall be incorporated where appropriate into landscaping plan around main terminal building.

Mitigation Monitoring Frequency: Following Construction of Applicable Berth 97-109 Terminal Buildings.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by applicable verification documents including LEED Certification documentation, landscaping plans, solar designs and applicable receipts.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROS. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LOYD PROS. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

V. EXCAVATION AND/OR TRENCHING WORK: Cultural Resources

Construction Contractor (insert name): GDTU
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

1. All construction equipment operators shall attend a pre-construction meeting presented by a professional archaeologist retained by the Port that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.
2. If any artifact, or an unusual amount of bone, shell or non-native stone is encountered during construction, work shall be immediately stopped and relocated from that area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the Port to evaluate the find (see 36 CFR 800.11.1 and pertinent CEQA regulations). Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with State Historic Preservation Office (SHPO) Guidelines.

NOTE: Prior to beginning construction, the Port will meet with applicable Native American Groups, including the Gabrielino/Tongva Tribal Council to identify areas of concern. A trained archaeologist, retained by the Port, shall monitor construction at identified areas. The contractor shall comply with the archeological restrictions.

If human remains are discovered, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The county coroner has been informed and has determined that no investigation of the cause of death is required; and
2. If the remains are of Native American origin:
 - a. The descendants of the deceased Native American have made a recommendation to the land owner or the person responsible for the excavation work regarding the means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code, Section 5097.98; or
 - b. The Native American Heritage Council (NAHC) was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours of being notified by the NAHC.

Mitigation Monitoring Frequency: Before and throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. The Construction Manager/Contractor shall instruct construction personnel as part of normal construction procedures to halt/redirect construction activities if any materials are uncovered that are suspect of being associated with historical or prehistoric occupation. If materials are found, the construction contractor shall contact the Construction Manager, EMD, the archeologist and/or the County Coroner. This form shall be accompanied by applicable verification of attendance at the pre-construction meeting and records of any cultural resources found during excavation.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

Hunt Lloyd PROS. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LLOYD PROS. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

V. EXCAVATION AND/OR TRENCHING WORK: Contamination Contingency Plan

Construction Contractor (insert name): GRJV
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:

- a) All trench excavation and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the contractor shall notify the Los Angeles Harbor Department's Chief Harbor Engineer, Director of Environmental Management, and Risk Management's Industrial Hygienist. The Port shall confirm the presence of the suspect material and direct the contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Chief Harbor Engineer.
- b) A photo-ionization detector (or other similar devices) shall be present during grading and excavation of suspected chemically impacted soil.
- c) Excavation of VOC-impacted soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit.
- d) The remedial option(s) selected shall be dependent upon a number of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost, etc.) and shall be determined on a site-specific basis. Both off-site and on-site remedial options shall be evaluated.
- e) The extent of removal actions shall be determined on a site-specific basis. At a minimum, the chemically impacted area(s) within the boundaries of the construction area shall be remediated to the satisfaction of the lead regulatory agency for the site. The Port Project Manager overseeing removal actions shall inform the contractor when the removal action is complete.
- f) Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Chief Harbor Engineer within 30 days of project completion.
- g) In the event that contaminated soil is encountered, all on-site personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with Occupational Safety and Health and Administration (OSHA) regulations for hazardous waste operations. These regulations are based on CFR 1910.120 (e) and 8 CCR 5192, which states that "general site workers" shall receive a minimum of 40 hours of classroom training and a minimum of three days of field training. This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the work place.
- h) In cases where potential chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.
- i) All excavations shall be filled with structurally suitable fill material which is free from contamination.

Mitigation Monitoring Frequency: Before and throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by applicable verification of a South Coast Air Quality Management District Rule 1166 permit, presence of photo-ionization detector (or other similar devices), and all monitoring records.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROJ. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/89
Date

HUNT LOYD PROJ. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/89
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

VI. NOISE LIMITATIONS

Construction Contractor (insert name): GDJU
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

- **Construction Hours.** Construction noise shall be limited to the hours of 7:00 a.m. to 9:00 p.m. on weekdays, between 8:00 a.m. and 6:00 p.m. on Saturdays, and prohibited anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.
- **Construction Days.** Noise-generating construction activities shall be prohibited on weekends or holidays unless critical to a particular activity (e.g., concrete work).
- **Temporary Noise Barriers.** When construction is occurring within 500 feet of a residence or park, temporary noise barriers (solid fences or curtains) shall be located between noise-generating construction activities and sensitive receivers.
- **Construction Equipment.** All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
- **Idling Prohibitions.** Unnecessary idling of internal combustion engines shall be prohibited.
- **Equipment Location.** All stationary noise-generating construction equipment, such as air compressors and portable power generators, shall be located as far as practical from existing noise-sensitive land uses as identified by the Port.
- **Quiet Equipment Selection.** Quiet construction equipment shall be selected whenever possible. Comply where feasible with noise limits established in the City of Los Angeles Noise Ordinance.
- **Notification.** The Port shall notify residents adjacent to the proposed Project site of the construction schedule in writing.
- **IHC Hydrohammer.** The contractor shall use an IHC Hydrohammer (SC series with sound insulation system) pile driver or equivalent when constructing the berths.
- **Reporting.** The Port, via the construction contractor, shall clearly post the telephone number where complaints regarding construction-related disturbance can be reported.

Mitigation Monitoring Frequency: Before and throughout Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by applicable verification of construction work hours and days, equipment lists, any noise barriers and copies of notices to nearby residences.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROJ. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/89
Date

HUNT LOYD PROJ. ENG.
Name and Title of Responsible Person

[Signature]
Signature

12/9/89
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____
Date Entered in DB: _____

Mitigation Completed? Yes No

Completion Date _____

VII. TRANSPORTATION PLANNING: Transportation Plan

Construction Contractor (insert name): GDTU
Construction Project (location and job name): BERTH 102

Project: Berth 97-109 [China Shipping] Container Terminal Project
Application for Development Project Log Number: 030127-018 State Clearinghouse Number: 2003061153

MITIGATION MEASURE

Prior to beginning construction, the construction contractor shall prepare a detailed traffic management plan which shall include the following: detour plans, coordination with emergency services and transit providers, coordination with adjacent property owners and tenants, advanced notification of temporary bus stop loss and/or bus line relocation, identify temporary alternative bus routes, advanced notice of temporary parking loss, identify temporary parking replacement or alternative adjacent parking within a reasonable walking distance, use of designated haul routes, use of truck staging areas, observance of hours of operations restrictions and appropriate signing for construction activities. The traffic management plan shall be submitted to LAHD for approval before beginning construction.

Mitigation Monitoring Frequency: Prior to Construction.

Mitigation/Reporting Requirement: The contractor(s) shall submit an Environmental Compliance Plan for review and approval by LAHD prior to beginning of any construction activity. This form shall be accompanied by the traffic management plan and applicable verification of compliance with the plan.

COMPLIANCE:

By signing this form, I signify that I have complied with the measure as stated above.

HUNT LOYD PROJ. ENG.
Name and Title of Person Completing Form

[Signature]
Signature

12/9/09
Date

HUNT LOYD PROJ. ENGINEER
Name and Title of Responsible Person

[Signature]
Signature

12/9/09
Date

(For LAHD Staff Use Only)

Form Received By _____ Title _____ Date _____

Date Received in EM: _____

Mitigation Completed? Yes No

Completion Date _____

Attachment

-ii-

Letters to Subcontractors



October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9754

Concrete Coring
14005 Orange Ave.
Paramount, CA 90723-2082
562-634-4021
562-634-2035

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
(661) 831-7331
Fax (661) 831-0118

Attn: David Richens

Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 864-8970

Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
(714) 549-2291
Fax (714) 549-4033

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0227

Please contact me at your earliest convenience with any questions.

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0226

CC: Job File

www.griffithcompany.net

Contractors
License #88





October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
[661] 831-7331
Fax [661] 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 864-8970

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
[714] 549-2291
Fax [714] 549-4033

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0227

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0226

www.griffithcompany.net

Contractors
License #88



AC Dike
2788 Venture Dr.
Lincoln, CA 95648
916-645-7747
916-645-9618

Attn: Paul McClain

Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project

Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File



October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93397-0157
(661) 831-7331
Fax (661) 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 864-8970

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
(714) 549-2291
Fax (714) 549-4033

STRUCTURES DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0227

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3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 884-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0226

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License #88



RE Schaefer
1529 W. State St.
Ontario, CA 91762-4034
909-460-6870
909-460-0220

Attn: Isabel Gutierrez

Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project

Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File



October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
(661) 831-7331
Fax (661) 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 864-8970

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2020 South Yale Street
Santa Ana, CA 92704-3974
(714) 549-2291
Fax (714) 549-4033

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0227

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0226

www.griffithcompany.net

Contractors
License #88



Pacific Coast Steel
10840 Norwalk Blvd.
Santa Fe Springs, CA 90670
714-692-7082
714-692-7088

Attn: Heidi Echeverria
Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project
Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File



GRIFFITH
COMPANY

October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
(661) 831-7331
Fax (661) 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 864-8970

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
(714) 549-2291
Fax (714) 549-4033

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0227

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5300
Fax (714) 854-0226

www.griffithcompany.net

Contractors
License #88



MVE Civil Solutions
1117 L St.
Modesto, CA 95354
866-526-4214
866-932-9683

Attn: Lindi Love
Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project
Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File



October 8, 2009

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
(661) 831-7331
Fax (661) 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
(562) 929-1128
Fax (562) 864-8970

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
(714) 549-2291
Fax (714) 549-4833

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0227

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0226

www.griffithcompany.net

Contractors
License #88



Dynaletric
4462 Corporate Center Drive
Los Alamitos, CA 90720-2539
714-828-7000
714-484-2385

Attn: Bill Callahan

Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project

Subject: Environmental Compliance Plan, Berth 102, POLA

Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File



October 8, 2009

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3050 E. Birch Street
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Fax (714) 854-9754

BAKERSFIELD DISTRICT
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Bakersfield, CA 93387-0157
(661) 831-7331
Fax (661) 831-0113

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Santa Fe Springs, CA 90670
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UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
(714) 984-5500
Fax (714) 854-0226

www.griffithcompany.net

Contractors
License #88



Crown Fence
12118 Bloomfield Ave.
Santa Fe Springs, CA 90670
562-864-5177
562-864-2529

Attn: Tom Konkel
Re: City of Los Angeles, Harbor Department
Harry Bridges Blvd. Buffer Project
Subject: Environmental Compliance Plan, Berth 102, POLA
Gentlemen:

This letter is to remind your company of the Environmental Compliance Mitigation Measures that will be adhered to in accordance with Specification Section 01 35 43 of the above referenced project.

A copy of the approved plan will be available at the job site trailer for your information and a pre-construction Mitigation Measure Orientation will be conducted to provide the necessary information to all management personnel.

Please contact me at your earliest convenience with any questions.

Thank you,

Griffith Company

Hunt Lloyd
Project Engineer

CC: Job File

Berth 102 Container Wharf
Griffith Company
Port of Los Angeles, San Pedro, Ca
Specification 2696

Attachment

-iii-

On-Road Vehicle Tracking Form

On-Road Vehicle Tracking Form

Section I: Equipment Information

Equipment Owner	Year/Make	Truck Type	ECT # Assigned
USEPA Rating	License Plate Number		

Section II: Compliance Status (check one)

Does the above piece of equipment comply with the mitigation measures set forth in the Environmental Compliance Plan for this project? *If no, please state circumstance in section III.*

Yes No

Section III: Non-Compliance Circumstance (check one)

- A Piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
- Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not approved, or the application has been approved, but funds are not yet available.
- Contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not yet been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease a controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

Section IV: Steps Taken (explain below)

I certify to the best of my knowledge that the above information is true and in accordance the Environmental Compliance Plan for this Project

--

Print Name/ Signature

Date

Attachment

-iv-

Off-Road Vehicle Tracking Form

Off-Road Vehicle Tracking Form

Section I: Equipment Information

Equipment Owner	Make	Model/Description	ECT # Assigned
Engine Family Name	USEPA Rating	Tier Level:	

Section II: Compliance Status (check one)

Does the above piece of equipment comply with the mitigation measures set forth in the Environmental Compliance Plan for this project? *If no, please state circumstance in section III*

Yes No

Section III: Non-Compliance Circumstance (check one)

- A Piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
- Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not approved, or the application has been approved, but funds are not yet available.
- Contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not yet been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease a controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

Section IV: Steps Taken: (explain below)

I certify to the best of my knowledge that the above information is true and in accordance the Environmental Compliance Plan for this Project

Print Name/ Signature

Date

Attachment

-v-

5 Minute Maximum Idling Sticker

**THIS ENGINE
CANNOT IDLE**

**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

**THIS ENGINE
CANNOT IDLE**

**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

**THIS ENGINE
CANNOT IDLE**

**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

**THIS ENGINE
CANNOT IDLE**

**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

**THIS ENGINE
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**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

**THIS ENGINE
CANNOT IDLE**

**FOR MORE THAN
5 MINUTES
IT IS A STATE
REGULATION**

*Berth 102 Container Wharf
Griffith Company
Port of Los Angeles, San Pedro, Ca
Specification 2696*

Attachment

-vi-

Vehicle Tracking Stickers



GRIFFITH / DUTRA JV

ECT#

PORT OF LOS ANGELES

MAKE:

MODEL / LICENSE:

Attachment

-vii-

Mitigation Measures Orientation Form

Mitigation Measures Orientation Form

Date:	Location:	Start Time:	End Time:
Measures Discussed:			
On-Road vehicles:			
Off-Road Vehicles:			
General BMPs:			
Excavation and/or Trenching:			
Noise Limitations:			
Transportation Planning:			

MEETING TO BE HELD:

THURSDAY OCTOBER 15 @ 10:30 AM

*@ 12200 BLOOMFIELD AVENUE
 SANTA FE SPRINGS, CA
 90670*

**A COPY OF ATTENDANCE ROSTER AND MINUTES
 WILL BE KEPT ON-SITE**

Attendees

Print Name

Signature

Print Name

Signature

1			21	
2			22	
3			23	
4			24	
5			25	
6			26	
7			27	
8			28	
9			29	
10			30	
11			31	
12			32	
13			33	
14			34	
15			35	
16			36	
17			37	
18			38	
19			39	
20			40	

Attachment

-viii-

Projected Equipment Use Schedule

***See Schedule**

Attachment

-ix-

**POLA Construction Protocol:
Cultural Resources**

SPEC. 01000.66

66 POTENTIALLY SIGNIFICANT CULTURAL MATERIAL

- a. If potentially significant cultural material is discovered while excavating, the Contractor shall immediately cease excavation in the area of discovery and shall not resume excavation in the area until ordered to do so by the Engineer. When the Contractor is ordered to resume excavation operations, such operations shall be conducted as directed by the Engineer.
- b. "Potentially significant cultural material" as used in this Subsection means artifactual material 50 years old or older.
- c. Any delays to the Project as a whole, caused by compliance with this Subsection shall entitle the Contractor to an extension of time.

Traffic Management Plan

Project:
Berth 102 Container Wharf

Project Location:
San Pedro, CA

Prepared for:
The Los Angeles Harbor District



Contractor:



G R I F F I T H / D U T R A J V

Prepared By:
Charlie Pessa, Project Manager
Bryan O'Sullivan, Assistant Project Manager
Hunt Lloyd, Project Engineer

Prepared Date:
December 7, 2009

Traffic Management Plan

Table of Contents

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1.	Detour Plan	
2.	Coordination with Emergency Services and Transit Providers	5
3.	Coordination with Adjacent Property Owners and Tenants	5
4.	Temporary Alternative Bus Stop and/or Bus Line Relocation	6
5.	Temporary and/or Alternative Parking	9
6.	Haul Routes and Staging Areas	15
7.	Observance of Hours of Operations Restrictions	21
8.	Appropriate Signage	24
<u>#</u>	<u>Attachment</u>	
i.	Notification Flyer	
ii.	Haul Route Drawings	

Section 1 – Detour Plan

The project does not call for a detour through adjacent or city streets. However, if a detour plan is needed it will be assembled using the WATCH Manual.

Section 2 – Coordination with Emergency Services and Transit Providers

The following agencies will be contacted and the Contractor will coordinate the Traffic Management Plan with the agencies prior to commencing work, if necessary:

- | | |
|----------------------------------|---|
| 1) LAPD | 310.513.7024 Front Desk |
| 2) Port Police | 310.732.3500 Dispatch |
| 3) Fire Department | 310.548.7516 John Buck, Battalion Chief |
| 4) LADOTTRANSIT | 213.922.4632 Woody Yee |
| 5) West Basin Container Terminal | 310.732.2482 Allen Powell |

In addition, advanced notifications will be forwarded to the agencies in the Specification Section 01 31 13-1.2 D & E.

Section 3 – Coordination with Adjacent Property Owners and Tenants

The Griffith/Dutra Joint Venture has generated a flyer (see *Attachment i*) to be distributed to surrounding businesses and residences prior to the beginning of construction.

Section 4 – Temporary Alternative Bus Stop and/or Bus Line Relocation

If needed, temporary bus stops and bus line relocations will be coordinated through W. Yee of LADOTTRANSIT. Passenger notifications will be posted by W. Yee.

Section 5 – Temporary and/or Alternative Parking

This project does not call for public parking spaces to be compromised. If necessary, advanced notification will be posted before occupying parking spaces. See *Attachment ii* for locations of proposed parking.

Section 6 – Haul Routes and Staging Areas

1. For anticipated truck haul routes, see *Attachment ii – Haul Route Drawing*. No staging of trucks is anticipated. However, if the need does occur, trucks will be staged on the construction site or along Reagan Street just outside the terminal entrance gate. The Staging Area on Reagan Street has been verified and accepted by the Port Police.

Section 7 – Work Hours and Days

- A. Hours of work for regular construction will be from 7:00am to 9:00pm on weekdays and between 8:00am and 6:00pm on Saturdays. Weekend work will be done per the approval of the Port Engineer.

Section 8 – Appropriate Signage

Additional signage outside of Berths 100 and 102 deemed necessary by the Port Engineer will be provided.

Attachment

-i-

Notification Flyer



GRIFFITH/DUTRA JV

GRIFFITH COMPANY
L.A. DISTRICT OFFICE
12200 Bloomfield Avenue
Santa Fe Springs, CA 90670
[562] 929-1128
fax [562] 929-7116
www.griffithcompany.net

THE DUTRA GROUP
CORPORATE OFFICE
2350 Kerner Blvd., Suite 200
San Rafael, CA 94901
[415] 258-6876
fax [415] 258-9714
www.dutrargroup.com

Joint Venture
Contractors
License #922225

October 12, 2009

Dear Business Owner:

We are pleased to inform you that the Port of Los Angeles is about to begin construction on the Berth 102 Wharf and Backlands Improvements. This project, located in the China Shipping Area of the West Basin Container Terminal, will further enhance the Port of Los Angeles.

The Griffith/Dutra Joint Venture is proud to have been selected as the contractor for this important project for the Port of Los Angeles. Construction is expected to begin in early November 2009 and be complete in mid-2011.

Should you have any questions about the project or desire more information, please contact the Construction Division of the Port of Los Angeles at 310.732.3522.

Thank you for your time and cooperation.

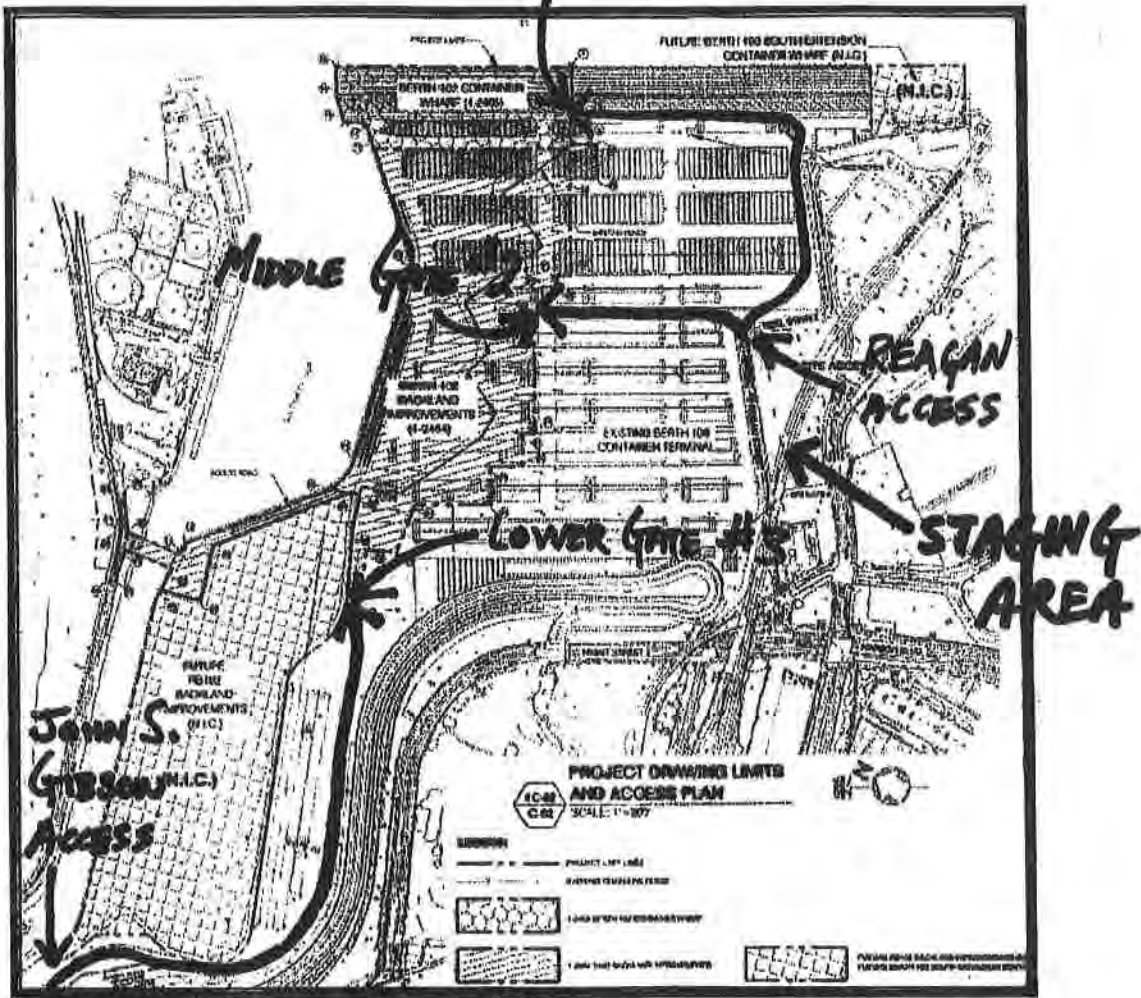
Sincerely,
Griffith/Dutra Joint Venture

Hunt Lloyd
Project Engineer

cc: File

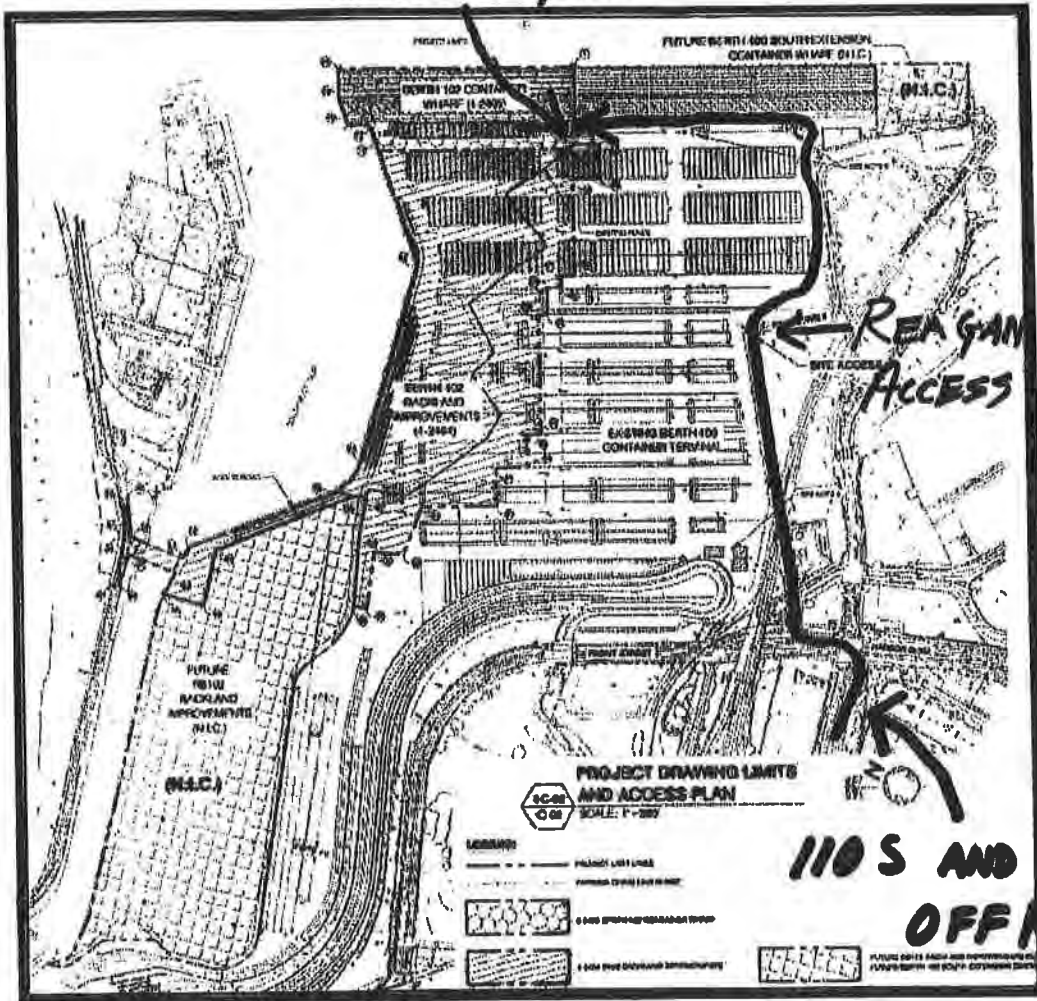
Attachment
-ii-
Construction Routes

HI-LINE GATE #1

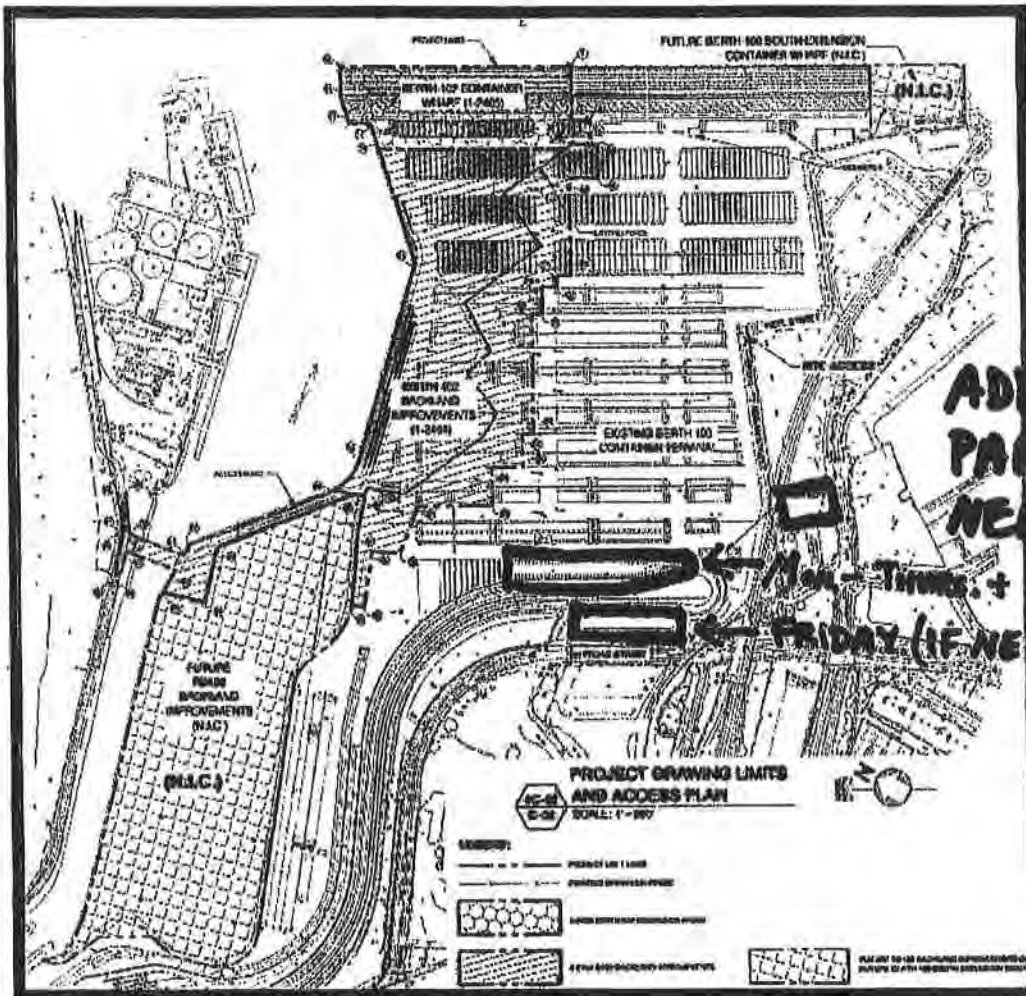


Construction Route- Daily Access and High Volume Options

Hi-LINE GATE



Construction Route- Pile Delivery



**ADDITIONAL
PARKING
NEAR TRAIL.**

← Mon - Thurs. + FRIDAY
← FRIDAY (IF NEEDED)

Construction Route- Parking Options

LETTER OF SUBMITTAL



FROM: EZAM KHAZENI; PROJECT MANAGER 135 S. STATE COLLEGE BLVD., STE 400 BREA, CA 92821	DATE: <u>04/01/13</u> SM JOB# <u>10142258</u> Date Due: <u>4/29/13</u>
TO: PORT OF LOS ANGELES BERTH 102 REAR BACKLANDS DEVELOPMENT 425 S. PALOS VERDES STREET SAN PEDRO, CA 90731	RE: <u>Spec. 2736</u> _____ _____ _____
SUBMITTAL NO: 038.2	
ATTN: MARLYS D. WHITE, P.E.	

LADIES/GENTLEMEN:
 WE ARE SENDING YOU: ATTACHED VIA: Buzzsaw
THE FOLLOWING ITEMS:
 SHOP DRAWINGS CHANGE ORDER SAMPLES
 SUBMITTALS PLANS OTHER

COPIES	SPEC. SECTION	DESCRIPTION
1	01 35 43	Environmental Compliance Plan

THESE ARE TRANSMITTED AS CHECKED BELOW:
 APPROVAL RETURN FOR CORRECTION OTHER: _____
 SUBMIT
 RESUBMIT

REMARKS:

COPIES: file, scan	CONTRACTORS REVIEW AND APPROVAL <u>4/1/13</u> Trent LeClaire, Project Engineer
----------------------------------	---

ENVIRONMENTAL COMPLIANCE PLAN

Berth 102 Rear Backland Development

Prepared for:

Los Angeles Harbor Department/Port of Los Angeles San Pedro, CA 90731

(310) 732-3522

Prepared by:

Sully-Miller Contracting Company

135 S. State College Blvd. #400

Brea, CA 92821

(714) 578-9600

ADP No.: 030127-018

State Clearinghouse Number: 2003061153

PREFACE

The purpose of the Environmental Compliance Plan (ECP) is to establish procedures and regular review processes to ensure that construction of the Berth 102 Rear Backlands Development located in the Port of Los Angeles (Port) is in compliance with all applicable Port, local, regional, state, and federal environmental rules, regulations, and laws and the environmental provisions and mitigation measures included in Construction Contract Specification 2736 between Sully-Miller Contracting Company and Port (Contract).

The ECP is also intended to establish procedures to ensure implementation of the environmental mitigation measures included in the Contract and to develop monitoring and reporting procedures to track and document compliance with the environmental provisions of the Contract.

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1.0 Project Overview

1.1 Project Description

This project consists of over-excavating the existing subgrade, placing utilities including power, gas, storm drain, water and sewer. It also includes the installation of trench drains, crushed miscellaneous base material and the placement of PCC pavement. The project is located at Berth 102 of the Port of Los Angeles, and as shown on the map in Attachment A. Berth 102 is a functioning port receiving and shipping material from around the world.

1.2 Construction Contractor Contacts & Contact Information

The prime contractor for this project is Sully-Miller Contracting Company. The contact information for this project is as follows:

Sully-Miller Contracting Company
135 South state College Boulevard, #400
Brea, CA 92821
(714) 578-9600

Project Manager:
Ezam Khazeni, P.E.
(714) 720-6882

Project Engineer:
Trent LeClaire
(714) 720-7441

Project Superintendent:
Steve Gomez
(714) 720-7436

1.3 Schedule

The schedule for this project is included in this plan as Attachment B.

1.4 Equipment

- The equipment that will be used on this project is included in this plan as Attachment C. As the nature of construction is constantly changing, this list may change depending on the operations of the project. If a change is required, or if more equipment has to be added to the list, it will be done so by addendum to this plan.

- The following list of equipment will be used for Grading, Excavating, Boring, Equipment Deliveries, Material Deliveries, Utility Installation, Camera Installation, High Mast Light Pole Installation, Foundations, Concrete Paving, Striping, Joint Sealing, Asphalt Paving and Fence Installation.
 - **John Deere Backhoe** – Misc. Removals, Trenching and Utility Installation
 - **Link Belt Excavators** – PCC removals, AC Removals, Trenching and Utility Installation
 - **CAT Scrapers** – Subgrade and CMB Grading Operations
 - **John Deere Blade** – Subgrade and CMB Grading Operations
 - **John Deere Skip Loader** – Subgrade and CMB Grading Operations, AC Paving, Misc. Removals
 - **Bottom Dump Trucks** – Hauling CMB Base
 - **Super 10 Trucks** – Hauling CMB, Soil, PCC Removals and Misc. Removals
 - **Strong Arm Trucks** – AC Paving
 - **Flat Beds** – Misc. Material Deliveries
 - **Low Bed Trucks** – Hauling Misc. Equipment
 - **Concrete Trucks** – PCC Paving Operations
 - **Asphalt Paver** – AC Paving
 - **Kenworth Water Truck** – Provide water to the project for different activities of work.
 - **Lube Truck** – Fuel, Oil and Lube Equipment as needed
 - **Genie Man Lift** – EarthCam Camera
 - **Forklift** – Misc. lifting of materials
 - **Volvo Roller** – Grading Operations
 - **Laymoor Kick Broom** – SWPPP Operations
 - **44HP Concrete Saw** – Joint Sealing Operations
 - **Striping Trucks** – Striping Operations
 - **Crane** – High Mast Light Pole Foundations and Light Poles
 - **CAT Bobcat** – Bollard and Fencing Installation

2 Standard Environmental Controls

2.1 Local, Regional, State and Federal Environmental Requirements

Standard environmental controls necessary and appropriate to comply with local, regional, state, and federal environmental laws, rules, regulations, and policies are implemented in the construction of the Project. Port environmental policies and Contract-required mitigation measures are in addition to standard environmental controls and are addressed in Section 2.2, 2.3, and 3.0 below.

To comply with standard environmental controls, construction activities will incorporate local, regional, state and federal regulations, as well as industry standards and best management standards. These requirements have been put in place to ensure the equipment integrity, leak detection and prevention, public safety, pollution prevention,

current technology, natural resource preservation, emergency response, reporting and recordkeeping, standard operating procedures, regular monitoring and inspections, and employee training.

2.2 Port Environmental Policies

The Port has established environmental requirements in the Water Resources Action Plan (WRAP), the Port of Los Angeles Environmental Management Policy, and the Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions.

2.2.1 Water Resources Action Plan (WRAP)

On August 12, 2009, the governing boards of the ports of Los Angeles and Long Beach adopted the WRAP, a comprehensive effort to target remaining water and sediment pollution sources in the San Pedro Bay. The WRAP is a planning document, with best management practices to be developed by the Port over the coming years. The ECP will be updated to reflect WRAP best management practices applicable to the Project; as such measures are developed by the Port.

2.2.2 Environmental Management Policy

On April 11, 2005, the Board of Harbor Commissioners adopted an Environmental Management Policy which committed the Port to managing resources and conducting Port developments and operations in both an environmentally and fiscally responsible manner. The requirements and mitigation measures included in the Contract reflect the Port's Environmental Management Policy requirements applicable to the Project. Therefore, Sections 2.3 and 3.0 of this ECP include and address applicable Environmental Management Policy requirements.

2.2.3 Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions

On February 21, 2008, the Board of Harbor Commissioners adopted the Los Angeles Harbor Department Sustainable Construction Guidelines for Reducing Air Emissions (Guidelines) (Resolution No. 6518). The Guidelines outline specific measures to be undertaken during project construction to reduce air emissions from construction activity. Therefore, the construction contractor will adhere to the applicable measures outlined in Resolution 6518.

2.3 Contract Requirements

Section 01 35 43 of the Contract Specifications includes environmental requirements specific to the Project as detailed below.

2.3.1 Fleet Modernization for On-Road trucks (MMAQ-3)

Trucks hauling materials such as debris or fill shall be fully covered while in operation off Port property.

Idling shall be restricted to a maximum of 5 minutes when equipment is not in use.

Meet the following U.S. EPA Standards: All on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used on-site or to transport materials to and from the site shall comply with EPA 2007 on-road PM emission standards and be the cleanest available No_x (0.10g/bhp-hr PM₁₀ and 2.0 g/bhp-hr No_x). In addition, all on-road trucks shall be outfitted with the BACT devices certified by the California Air Resources Board (CARB). Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

A copy of each unit's certified, USEPA rating, BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment.

The above "U.S. EPA Standards" shall be met, unless one of the following circumstances exists and the Contractor is able to provide proof that any of these circumstances exists:

- A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement.
- Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the Project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
- Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the Contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the Contractor has attempted to lease controlled equipment to avoid using uncontrolled

equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.

- The equipment in question is not safe with the control device in place, or the control device may cause damage to the equipment or the operator. This includes any control device that hinders the view of the operator.
- This requirement will not be enforced if the enforcement violates and federal, state or local law, including interstate commerce laws.

2.3.2 Fleet Modernization for Construction Equipment (MMAQ-4)

Construction equipment shall incorporate, where feasible, emissions-savings technology such as hybrid drives and specific fuel economy standards.

Idling shall be restricted to a maximum of 5 minutes when not in use.

Tier Specification:

All off-road diesel-powered construction equipment greater than 50 hp, shall meet Tier 3 off road emissions standards. In addition, all construction equipment shall be outfitted with the Best Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB), if they are proved to be a safe technology and do not hinder the safe performance of the operator. Any emissions control device used by the Contractor shall achieve emissions reductions no less than what could be achieved by a Level 3 diesel emissions control strategy for a similar sized engine as defined by CARB regulations.

The above Tier Specifications measures shall be met, unless one of the following circumstances exists and the Contractor is able to provide proof that any of these circumstances exists:

- A piece of specialized equipment is unavailable in a controlled form within the State of California, including through a leasing agreement.
- Contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the Project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.
- Contractor has ordered a control device for a piece of equipment planned for use on the Project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition,

for this exemption to apply, the contractor has attempted to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the Project has the controlled equipment available for lease.

- The equipment in question is not safe with the control device in place, or the control device may cause damage to the equipment or the operator. This includes any control device that hinders the view of the operator.
- This requirement will not be enforced if the enforcement violates and federal, state or local law, including interstate commerce laws.

2.3.3 Best Management Practices (MMAQ-5)

The following types of measures are required on construction equipment (including on-road trucks):

Use of diesel oxidation catalysts and catalyzed diesel particulate traps, if the engine on the equipment in question does not meet Tier 3 or Level 3 as described by CARB.

Maintain equipment according to manufacturer's specifications.

Restrict idling of construction equipment to a maximum of 5 minutes when not in use. Install high-pressure fuel injectors on construction equipment vehicles.

Maintain a minimum buffer zone of 300 meters between truck traffic and sensitive receptors.

Improve traffic flow by signal synchronization.

Enforce truck parking restrictions.

Provide on-site services to minimize truck traffic in or near residential areas, including, but not limited to, the following services: meal or cafeteria services, automated teller machines.

Re-route construction trucks away from congested streets or sensitive receptor areas.

Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.

Use electric power in favor of diesel power where available.

LAHD will implement a process by which to select additional BMPs to further reduce air emissions during construction. The LAHD will determine the BMPs once the Contractor identifies and secures a final equipment list.

2.3.4 Additional Fugitive Dust Controls (MMAQ-6)

The calculation of fugitive dust (PM10) from Project earth-moving activities assumes a 75 percent reduction from uncontrolled levels to simulate rigorous watering of the site and use of other measures (listed below) to ensure Project compliance with SCAQMD Rule 403. The construction contractor shall further reduce fugitive dust emissions to 90 percent from uncontrolled levels. The construction contractor shall designate personnel to monitor the dust control program and to order increased watering, as necessary, to ensure a 90 percent control level. Their duties shall include holiday and weekend periods when work may not be in progress.

The following measures, at minimum, shall be part of the Contractor Rule 403 dust control plan:

Trucks hauling dirt, sand, or gravel shall be covered or shall maintain at least 2 feet of freeboard in accordance with Section 23114 of the California Vehicle Code.

Contractor shall install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off tires of vehicles and any equipment leaving the construction site as needed.

Contractor shall suspend all soil disturbance activities when winds exceed 25 miles per hour or when visible dust plumes emanate from a site; disturbed areas shall be stabilized if construction is delayed.

Pave access road and road shoulders as soon as possible.

Require the use of clean-fueled sweepers pursuant to SCAQMD Rule 1186 and Rule 1186.1 certified street sweepers. Sweep streets at the end of each day if

visible soil is carried onto paved roads on-site or roads adjacent to the site to reduce fugitive dust emissions.

Appoint a construction relations officer to act as a community liaison-site construction activity including resolution of issues related to PM10 generation.

Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.

Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.

2.3.5 General Mitigation Measure (MMAQ-7)

For any of the above mitigation measures (MM AQ-1 through AQ-6), if a CARB- certified technology becomes available and is shown to be as good as or better in terms of emissions performance than the existing measure, the technology could replace the existing measure pending approval by the LAHD

2.3.6 Cultural Resources (MMCR-1)

In the unlikely event that any artifact, or an unusual amount of bone, shell, or non-native stone is encountered during construction, work shall be immediately stopped and relocated to another area. The contractor shall stop construction within 10 meters (30 feet) of the exposure of these finds until a qualified archaeologist can be retained by the LAHD to evaluate the find (see 36 CFR 800.11.1 and pertinent CEQA regulations). Examples of such cultural materials might include concentrations of ground stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; flakes of stone not consistent with the immediate geology such as obsidian or fused shale; historical trash pits containing bottles and/or ceramics; or structural remains. If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with SHPO Section 106 and CEQA Guidelines. All construction equipment operators shall attend a preconstruction meeting presented by a professional archaeologist retained by the LAHD that shall review types of cultural resources and artifacts that would be considered potentially significant, to ensure operator recognition of these materials during construction.

2.3.7 Geological Resources (MMGEO-1)

The terminal operator shall work with LAHD engineers and Port Police to develop tsunami response training and procedures to assure that construction and operations personnel will be prepared to act in the event of a large seismic event. Such procedures shall include immediate evacuation requirements in the event that a large seismic event is felt at the proposed Project site, as part of overall emergency response planning for this proposed Project. (See Attachment E for project Emergency Response Plan)

2.3.8 Contaminated Contingency Plan (MMGW-1)

The following contingency plan shall be implemented to address previously unknown contamination during demolition, grading, and construction:

All trench excavating and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from light colored soil. In the event unexpected suspected chemically impacted material (soil or water) is encountered during construction, the Contractor shall notify Engineer. The Engineer will confirm the presence of the suspect material and direct the Contractor to remove, stockpile or contain, and characterize the suspect material(s) identified within the boundaries of the construction area. Continued work at a contaminated site shall require the approval of the Engineer.

A photo-ionization detector (or other similar devices) shall be present during grading and excavation of suspected chemically impacted soil.

Excavation of VOC-impacted soil will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit.

The remedial option(s) selected shall be dependent upon a number of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, cost) and shall be determined on a site-specific basis. Both off-site and on-site remedial options shall be evaluated.

The extent of removal actions shall be determined on a site-specific basis. At a minimum, the chemically impacted area(s) within the boundaries of the construction area shall be remediated to the satisfaction of the lead regulatory

agency for the site. The LAHD Project manager overseeing the removal actions shall inform the Contractor when the removal action is complete.

Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Engineer within 30 days of Project completion.

In the event that contaminated soil is encountered, all on-site personnel handling or working in the vicinity of the contaminated material shall be trained in accordance with Occupational Safety and Health and Administration (OSHA) regulations for hazardous waste operations. These regulations are based on CFR 1910.120 I and 8 CCR 5192, which states that "general site workers" shall receive a minimum of 40 hours of classroom training and a minimum of three days of field training. This training provides precautions and protective measures to reduce or eliminate hazardous materials/waste hazards at the work place.

In cases where potential chemically impacted soil is encountered, a real-time aerosol monitor shall be placed on the prevailing downwind side of the impacted soil area to monitor for airborne particulate emissions during soil excavation and handling activities.

All excavations shall be filled with structurally suitable fill material which is free from contamination.

2.3.9 Noise (MMNOI-1)

Construction Hours: Limit construction to the hours of 7:00 a.m. to 9:00 p.m. on weekdays, between 8:00 a.m. and 6:00 p.m. on Saturdays, and prohibit construction equipment noise anytime on Sundays and holidays as prescribed in the City of Los Angeles Noise Ordinance.

Construction Days: Do not conduct noise-generating construction activities on weekends or holidays unless critical to a particular activity (e.g., concrete work).

Temporary Noise Barriers: When construction occurs within 500 feet of a residence or park, temporary noise barriers (solid fences or curtains) shall be erected between noise generating construction activities and sensitive receivers.

Construction Equipment: Properly muffle and maintain all construction equipment powered by internal combustion engines.

Idling Prohibitions: Unnecessary idling of internal combustion engines is prohibited.

Equipment Location: Locate all stationary noise-generating construction equipment, such as air compressors and portable power generators, as far as practical from existing noise sensitive land uses as identified by the Department.

Quiet Equipment Selection: Select quiet construction equipment whenever possible. Comply where feasible with noise limits established in the City of Los Angeles Noise Ordinance.

Notification: Notify residents adjacent to the proposed Project site of the construction schedule in writing.

Reporting: Contractor shall clearly post the telephone number where complaints regarding construction-related disturbance can be reported.

2.3.10 Public Services (Demolition) (MMPS-1)

Demolition and/or excess construction materials shall be separated on-site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials shall be provided on-site.

2.3.11 Public Services (Material Use) (MMPS-2)

Materials with recycled content shall be used in project construction. Chippers on site during construction shall be used to further reduce excess wood for landscaping cover.

2.3.12 Release of Environmentally Regulated Material on Premises

Contract Section 01 41 00 establishes procedures and requirements in the event of a spill or release on the construction site. The contractor SWPPP, available on-site includes spill prevention measures aimed at avoiding spills or releases in the first instance. The SWPPP also includes spill response and containment measures in the event of a spill or release of Environmentally Regulated Material on the construction site.

The immediate action in response to a spill or release of an Environmentally Regulated Material on the construction site is to protect worker and public health and safety, control and contain the spill, and prevent such material from entering into the storm drain or harbor, or otherwise contaminate harbor, waters, groundwater, or property. Once controlled, clean-up of the material released would proceed in accordance with all applicable local, state, and federal laws. All appropriate and required notifications to regulatory agencies would be made. Notification to the Port would be made within fourteen calendar days of the spill event, consistent with Contract Section 01 41 00.

Subsequently, the construction contractor would perform a review of the spill or release, identify issues that contributed to the event, and take corrective action in an effort to avoid similar events in the future. Spill response procedures would also be reviewed and evaluated for opportunities for improvement.

In the event the spill or release results in potential soil, groundwater, harbor water, or sediment contamination, the construction contractor shall perform site characterization work as mandated by any governmental agency, and remediation activities if needed and required by any governmental agency. All such activities would be performed in accordance with the procedures and notifications to the Port as required by Contract Sections 01 41 00.

2.3.13 Storage of Environmentally Regulated Material on Premises

Contract Section prohibits construction contractor from generating, storing of handling any Environmentally Regulated Material at the facility, except:

- Limited quantities of standard office and janitorial supplies containing
- chemicals categorized as Environmentally Regulated Material;
- Environmentally Regulated Material handled as cargo; and
- Environmentally Regulated Material handled in conformity with the ECP.

Environmentally Regulated Material stored and used at the site generally consists of vehicle/equipment's fuels (gasoline, diesel, propane, etc) oils, lubricants, solvents, and batteries used in vehicle/equipment operation and maintenance. Flammable materials are stored in compliance with applicable Los Angeles Fire Department requirements. Propane pressure storage tanks are permitted and tested in accordance with City of Los Angeles Building and Safety requirements. Material Data Safety Sheets for all Environmentally Regulated Material are maintained on-site.

Wastes from vehicle/equipment maintenance operations include used oils and spent solvents and batteries, and on occasion contaminated bilge water from calling vessels are stored on site until transported for disposal/recycling. Hazardous wastes are transported off-site for disposal, or recycling to the extent feasible, generally on a quarterly basis, in conformance with all local, state, and federal regulations. All hazardous wastes generated on the construction site are manifested in ownership to

construction contractor, and in the event of contaminated bilge water in the name of the ship owner or operator, as appropriate. The construction SWPP also lists the materials stored, their location, spill prevention measures, and location of spill response equipment and spill response companies under contract to construction contractor. The SWPP is available and maintained on-site.

2.3.14 Contract Mitigation Measures

Contract Section 01 35 43 requires that the construction contractor comply with:

- (a) Environmental Laws, which is the subject of ECP Section 2.1;
- (b) All applicable environmental policies, rules and directives of City's Harbor Department ("Port Environmental Policies"), which is the subject of ECP Section 2.2; and
- (c) Environmental mitigation measures ("Mitigation Measures") and Mitigation Monitoring and Reporting Program set forth collectively in Contract Exhibit.

Section 3.0 of this ECP is dedicated to Mitigation Measures and the associated Monitoring and Reporting Program to ensure compliance with Contract Specification Section 01 35 43.

3 Mitigation Measure Implementation and Reporting

3.1 Overview

The Berth 102 Rear Backland Development Project was assessed by the Port in an environmental impact report (EIR) or Mitigated Negative Declaration (MND) (State Clearinghouse Number: 2003061153; POLA ADP No.: 030127-018, which was certified by the Board of Harbor Commissioners on Dec. 8, 2008. That EIR or MND included mitigation measures, which were incorporated as Contract requirements, as applicable. The Contract establishes the requirements of the environmental mitigation applicable to the construction project and the frequency with which the construction contractor must report to the Port regarding mitigation measure implementation and compliance. This section of the ECP expands upon that information to detail and records that will be maintained to document implementation and compliance with the Mitigation Measures. Further, information regarding compliance strategy is presented as appropriate.

3.2 Monitoring and Reporting Procedures

The construction contractor shall submit all completed Mitigation Monitoring and Report forms and applicable verification documents to the Port according to the timetables established and identified for each individual Mitigation Measure discussed in this Section, and as summarized in Table 3-1 below and the Mitigation Monitoring and

Reporting forms (Attachment 1). The construction contractor representative identified in Section 1.2 as being responsible for ECP compliance will be responsible for verifying implementation of Mitigation Measures and verification information submitted with the Mitigation Monitoring and Reporting forms.

Periods reported in the Mitigation Monitoring and Reporting forms shall be for the period ending one-month prior to the report due date. For example, reports for Mitigation Measures with annual calendar year requirements and a semi-annual reporting requirement, will be submitted on January 31 and July 31, to provide for reporting of the status of compliance with the annual requirement every six-months, while providing a 30-day period to complete and submit the report after the close of the six month period (January –June and July-December) being reported upon.

As indicated in Table 3-1 below, in some instances the calendar year annual reporting schedule of July 31 and January 31 deviates from that specified in the Contract (generally based upon the Contract Effective Date). Further, in some cases annual reporting, rather than semi-annual reporting as specified in the Contract was determined appropriate for certain measures. The Port and construction contractor have agreed to the Monitoring and Reporting schedules established in the ECP, in conformance with the applicable provisions of Contract Exhibit 01 35 43.

Table 3-1: Mitigation Measure Monitoring Frequency
(Table will be specific to the project)

Mitigation Measure	Primary Compliance Timeframe	ECP Monitoring Frequency
Fleet Modernization for On-Road Trucks MM AQ-3	Construction Period	Monthly, on the first day of the month
Fleet Modernization for Construction Equipment MM AQ-4	Construction Period	Monthly, on the first day of the month
Best Management Practices MM AQ-5	Construction Period	Monthly, on the first day of the month
Additional Fugitive Dust Controls MM AQ-6	Construction Period	Monthly, on the first day of the month
General Mitigation Measures MM AQ-7	Construction Period	Monthly, on the first day of the month
Cultural Resources MM CR-1	During all ground disturbing activities	Monthly, on the first day of the month
Emergency Response Planning Geological Resources MM GEO-1	Construction Period	Monthly, on the first day of the month
Contaminated Contingency Plan MM GW-1	Provide prior to construction at contaminated locations	Annual, December 31
Noise MM NOI-1	Construction Period	Monthly, on the first day of the month
Public Services MM PS-1	Construction Period	Monthly, on the last day of the month
Public Services, Material Use MM PS-2		Annual: December 31
MM AQ-8	Pre-Construction	

As the construction contractor and the Port gain experience with Mitigation Measure implementation and reporting, and as regulations that duplicate or supersede Mitigation Measures become effective, the frequency and need for Monitoring and Reporting reports will be evaluated and modified. Future changes to Mitigation Monitoring and Reporting schedules will be agreed to by the Port and construction contractor in conformance with the applicable provisions of Contract Exhibit 01 34 43.

The construction contractor will submit the Mitigation Monitoring and Reporting forms and associated required information and data to:

Construction Management Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Project Construction Manager, Marlys White

3.3 On-Road Diesel Trucks (MM AQ – 3)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.
- Spot checking vehicles for emissions standards and tarping.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.4 Construction Equipment (MM AQ – 4)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.5 Best Management Practices (MM AQ – 5)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.
- Check vehicles for port mandated vehicle stickers.
- Spot check equipment to ensure BMPs are in place.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.6 Additional Fugitive Dust Controls (MM AQ – 6)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Dust monitoring personnel shall keep daily logs of watering activities and wind speeds during times of soil disturbance.
- Sport checking vehicles for tarping.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.7 General Mitigation Measures (MM AQ – 7)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Monthly, at the first day of every month.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.5 Best Management Practices (MM AQ – 5)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.
- Check vehicles for port mandated vehicle stickers.
- Spot check equipment to ensure BMPs are in place.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.6 Additional Fugitive Dust Controls (MM AQ – 6)

3.6.1

The contractor shall reduce fugitive dust from the assumed 75 percent to 90 percent through a programs aimed at increasing watering as necessary, and shall designate a single person on the project site to monitor dust control.

Trucks hauling dirt, sand or gravel shall be covered or shall maintain at least 2 feet of freeboard. Traffic speeds on unpaved roads shall be 15 mph or less.

Contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from the site.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Dust monitoring personnel shall keep daily logs of watering activities and wind speeds during times of soil disturbance.
- Sport checking vehicles for tarping.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.7 General Mitigation Measures (MM AQ – 7)

3.7.1

If, for any of the above mitigation measures, a CARB certified technology becomes available, exceeding the performance of the current technology, the new technology could replace the existing measure pending approval by LAHD.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

3.8 Cultural Resources (MM CR – 1)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- All construction equipment operators shall attend a meeting presented by a profession archaeologist retained by LAHD.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.9 Geological Resources (MM GEO – 1)

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Please see Attachment “E” for Emergency Response Plan.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.10 Contaminated Contingency Plan

Mitigation Monitoring Frequency: Commencing on the first day of locating an impacted soil and commencing daily until all impacted soils have been mitigated.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Daily log of photo-ionizing detector reports.
- Maintain records in accordance with OSHA for personnel in contact with chemically impacted soils or water.
- Maintain records of disposal of any chemically impacted soils or water.
- Prepare site specific health and safety plan per specifications.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.11 Noise

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Log all calls made to the construction complain phone number.
- If there are more than two complaints regarding noise within a 48 hour period, the Contractor will monitor noise with a dosimeter and will log and record noise levels hourly, until that construction activity is completed.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

3.12 Public Services

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Construction and demolitions waste management forms.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

Starting no later than February 13, 2013, and every month thereafter until Contract termination, the construction contractor shall report to the Port regarding compliance with MM AQ-8.

The following information will be provided to the Port along with an executed MM AQ-8 Mitigation Monitoring and Reporting form:

- The Construction contractor's list of sensitive receptors that received notice along with the date of notice.
- A copy of the notice that was distributed to the sensitive receptors.

4.0 Violations and Corrective Actions

The construction contractor has a non-delegable obligation to ensure that its conduct, as well as that of its employees and visitors and invitees to the construction site complies with federal, state, regional, and local environmental laws, rules and regulations and the provisions of this ECP. Further, the construction contractor has a non-delegable obligation to timely report to the Port any violations of federal, state, regional, and local environmental laws, rules and regulations, Contract provisions, or of this ECP.

Consistent with the Construction Contract, the construction contractor will provide the Port copies of any Notice to Comply, Notice of Violation, correspondence related to potential compliance issues, or requests to demonstrate compliance from any environmental regulatory agency, upon receipt by construction contract. The construction contractor shall, concurrent with submittal to the regulatory agency, provide the Port with the corrective action planned by the construction contractor to remedy the compliance or violation issue. In the event that the construction contractor disagrees with the regulatory action; the construction contractor shall keep the Port apprised, on a timeframe agreed to by the Port for the specific regulatory action issue, of discussions or litigation with the regulatory agency.

4.1 Contract Mitigation Measure Non-Compliance

In the event that non-compliance is determined during the Mitigation Monitoring and Reporting processes, the construction contractor will immediately arrange a meeting with the Port to discuss the compliance issue, develop a strategy to ensure future compliance, including enhanced training and monitoring procedures, and any required remedial actions. Further, if at any time between the scheduled Mitigation Monitoring and Reporting reports the construction contractor becomes aware of a compliance issue, the construction contractor will notify the Port of such compliance concern immediately upon becoming aware of the issue.

5.0 Document and Retention and Organization

The construction contractor shall maintain all records related to compliance local, regional, state, and federal environmental laws, rules, regulations, and policies onsite for the duration of construction, and such longer period as maybe required by such laws, rules, regulations, and policies.

The construction contractor shall maintain records related to compliance with Mitigation Measures and other environmental requirements onsite for the duration of construction.

The construction contractor shall maintain records related to spills or releases of an Environmentally Regulated Material onsite for the duration of construction.

All records will be turned over to the Port upon request. The records will be kept as records of compliance, Administrative Record per CEQA, and as part of Port policy.

6.0 Training

The construction contractor provides training to its employees as required by applicable federal, state, regional, and local environmental laws, rules and regulations. Such training, its required frequency, and impacted employee groups are listed in Table 6-1.

In addition, employee training is provided as necessary to ensure compliance with Mitigation Measures and environmental requirements. This training will be provided as indicated in Table 6-1, as well as to new employees as appropriate to their role. The training frequency may be increased, as necessary to address specific Mitigation Measure compliance concerns.

Training will commence weekly during the weekly safety meeting. These training sessions will be recorded and kept in the contractor's trailer.

ATTACHMENTS

ATTACHMENT A

PROJECT LOCATION MAP



ATTACHMENT B

PROJECT SCHEDULE

Activity ID	Activity Name	Start Date	End Date	Duration	Start Time	End Time	Activity Type
36-MIS1000	Notice to Proceed	04-Feb-13	07-Nov-12	0d			Notice to Proceed
36-MIS1010	Milestone #1 (All Work Complete Except for ERT's Work)	0d	10-Feb-14	0d			Milestone #1 (All Work Complete Except for ERT's Work)
36-MIS1020	Milestone #2 (All ERT's Work Complete)	0d	10-Feb-14	0d			Milestone #2 (All ERT's Work Complete)
Submittals - Procurement							
36-SB1000	Proc./Submitt.-SWPPP	14-Feb-13	11-Feb-13	1d			Proc./Submitt.-SWPPP
36-SB1010	Proc./Submitt.-Silt Water	14-Feb-13	11-Feb-13	3d			Proc./Submitt.-Silt Water
36-SB1020	Proc./Submitt.-Silt Shear	14-Feb-13	11-Feb-13	3d			Proc./Submitt.-Silt Shear
36-SB1030	Proc./Submitt.-Gas System	10d-Feb-13	22-Feb-13	2d			Proc./Submitt.-Gas System
36-SB1040	Proc./Submitt.-Electrical Materials	5d-Feb-13	15-Feb-13	5d			Proc./Submitt.-Electrical Materials
36-SB1050	Proc./Submitt.-Power Valve	10d-Feb-13	22-Feb-13	3d			Proc./Submitt.-Power Valve
36-SB1060	Proc./Submitt.-Subloger	33d-Feb-13	28-Mar-13	0d			Proc./Submitt.-Subloger
36-SB1070	Proc./Submitt.-Half Light Pole / Posts	23d-Feb-13	15-Mar-13	2d			Proc./Submitt.-Half Light Pole / Posts
36-SB1080	Proc./Submitt.-Storm Drain System	2d-Feb-13	12-Feb-13	3d			Proc./Submitt.-Storm Drain System
36-SB1090	Proc./Submitt.-PCC Mix	5d-Feb-13	15-Feb-13	5d			Proc./Submitt.-PCC Mix
36-SB1100	Proc./Submitt.-Pre-Cast Barriers	1d-Feb-13	12-Feb-13	12d			Proc./Submitt.-Pre-Cast Barriers
36-SB1110	Proc./Submitt.-Geogrid Tensar	1d-Feb-13	11-Feb-13	12d			Proc./Submitt.-Geogrid Tensar
36-SB1120	Proc./Submitt.-Trench Drain	20d-Feb-13	08-Mar-13	13d			Proc./Submitt.-Trench Drain
36-SB1130	Proc./Submitt.-Shipping	10d-Feb-13	22-Feb-13	22d			Proc./Submitt.-Shipping
36-SB1140	Proc./Submitt.-Reinforcing Steel	5d-Feb-13	15-Feb-13	47d			Proc./Submitt.-Reinforcing Steel
36-SB1150	Proc./Submitt.-CUIB	3d-Feb-13	22-Feb-13	31d			Proc./Submitt.-CUIB
36-SB1160	Proc./Submitt.-Preboards	14d-Feb-13	08-Mar-13	14d			Proc./Submitt.-Preboards
36-SB1170	Proc./Submitt.-Boring & Logging	20d-Feb-13	08-Mar-13	17d			Proc./Submitt.-Boring & Logging
36-SB1180	Proc./Submitt.-Traffic Control Plan	1d-Feb-13	11-Feb-13	12d			Proc./Submitt.-Traffic Control Plan
36-SB1190	Proc./Submitt.-Waste Management Plan	1d-Feb-13	11-Feb-13	12d			Proc./Submitt.-Waste Management Plan
36-SB1200	Proc./Submitt.-SWPPP	1d-Feb-13	11-Feb-13	1d			Proc./Submitt.-SWPPP
36-SB1210	Review/Approve - Silt Water	23d-Feb-13	11-Mar-13	13d			Review/Approve - Silt Water
36-SB1220	Review/Approve - Geogrid Tensar	23d-Feb-13	11-Mar-13	13d			Review/Approve - Geogrid Tensar
36-SB1230	Review/Approve - Traffic Control Plan	23d-Feb-13	11-Mar-13	13d			Review/Approve - Traffic Control Plan
36-SB1240	Review/Approve - Wast Management Plan	23d-Feb-13	11-Mar-13	13d			Review/Approve - Wast Management Plan
36-SB1250	Review/Approve - Storm Drain System	23d-Feb-13	11-Mar-13	13d			Review/Approve - Storm Drain System
36-SB1260	Review/Approve - Electrical Materials	23d-Feb-13	11-Mar-13	13d			Review/Approve - Electrical Materials
36-SB1270	Review/Approve - PCC Mix	23d-Feb-13	11-Mar-13	13d			Review/Approve - PCC Mix
36-SB1280	Review/Approve - Pre-Cast Barriers	23d-Feb-13	11-Mar-13	13d			Review/Approve - Pre-Cast Barriers
36-SB1290	Review/Approve - Reinforcing Steel	23d-Feb-13	11-Mar-13	13d			Review/Approve - Reinforcing Steel
36-SB1300	Review/Approve - CUIB	23d-Feb-13	11-Mar-13	13d			Review/Approve - CUIB
36-SB1310	Review/Approve - Boring & Logging	23d-Feb-13	11-Mar-13	13d			Review/Approve - Boring & Logging
36-SB1320	Review/Approve - Gas System	23d-Feb-13	11-Mar-13	13d			Review/Approve - Gas System
36-SB1330	Review/Approve - Power Valve	23d-Feb-13	11-Mar-13	13d			Review/Approve - Power Valve
36-SB1340	Review/Approve - Shipping	23d-Feb-13	11-Mar-13	13d			Review/Approve - Shipping
36-SB1350	Review/Approve - Preboards	23d-Feb-13	11-Mar-13	13d			Review/Approve - Preboards
36-SB1360	Review/Approve - Trench Drain	23d-Feb-13	11-Mar-13	13d			Review/Approve - Trench Drain
36-SB1370	Review/Approve - Core Cable	23d-Feb-13	11-Mar-13	13d			Review/Approve - Core Cable
36-SB1380	Review/Approve - Half Light Pole / Posts	23d-Feb-13	11-Mar-13	13d			Review/Approve - Half Light Pole / Posts
36-SB1390	Review/Approve - Subloger	23d-Feb-13	11-Mar-13	13d			Review/Approve - Subloger
Procurement of Material							
36-PR1000	Procure / Deliver - Silt Water Material	5d-Mar-13	18-Mar-13	9d			Procure / Deliver - Silt Water Material
36-PR1010	Procure / Deliver - Silt Shear Material	5d-Mar-13	18-Mar-13	31d			Procure / Deliver - Silt Shear Material
36-PR1020	Procure / Deliver - Geogrid Tensar	5d-Mar-13	18-Mar-13	12d			Procure / Deliver - Geogrid Tensar

■ Remaining Level of Effort
■ Actual Level of Effort
■ Remaining Work
■ Critical Remaining Work
◆ Milestone

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 Baseline Schedule

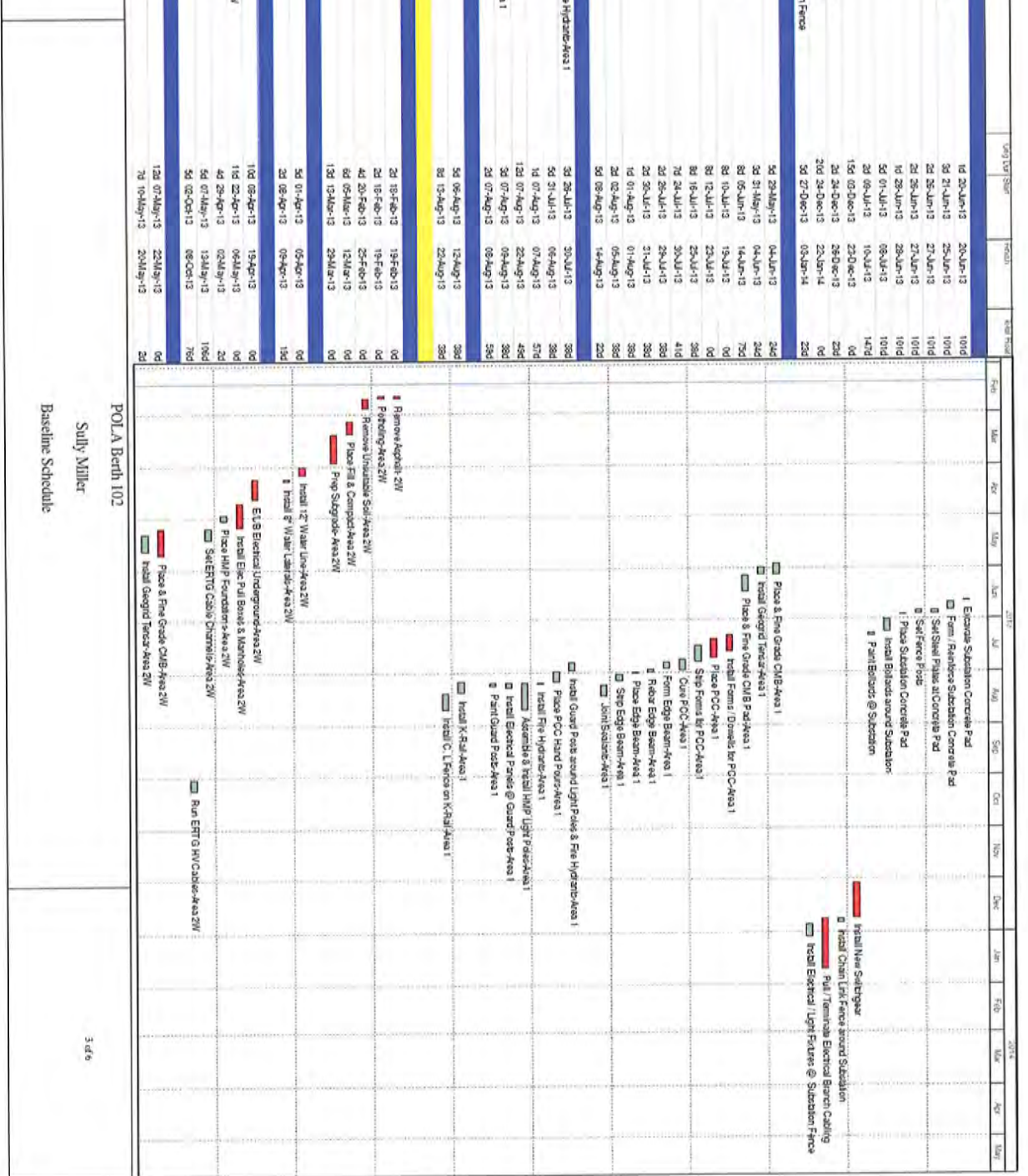
Legend:
■ Procure / Deliver - Silt Water Material
■ Procure / Deliver - Silt Shear Material
■ Procure / Deliver - Geogrid Tensar

Activity Name	Start	Finish	Duration	Activity Name	Start	Finish	Duration
35-PR11030 Procure / Deliver - Storm Drain Material	130 13-Mar-13	62-Apr-13	3d	Procure / Deliver - Storm Drain Material	130 13-Mar-13	62-Apr-13	3d
35-PR11030 Procure / Deliver - Electrical Materials	10d 18-Mar-13	29-Mar-13	5d	Procure / Deliver - Electrical Materials	10d 18-Mar-13	29-Mar-13	5d
35-PR11030 Procure / Deliver - Pre-Cast Blocks	127d 18-Mar-13	29-Mar-13	127d	Procure / Deliver - Pre-Cast Blocks	127d 18-Mar-13	29-Mar-13	127d
35-PR11100 Procure / Deliver - Reinforcing Steel	5d 18-Mar-13	22-Mar-13	47d	Procure / Deliver - Reinforcing Steel	5d 18-Mar-13	22-Mar-13	47d
35-PR11200 Procure / Deliver - OMB	40d 29-Mar-13	17-Apr-13	39d	Procure / Deliver - OMB	40d 29-Mar-13	17-Apr-13	39d
35-PR11200 Procure / Deliver - Power Vials	10d 29-Mar-13	07-Apr-13	28d	Procure / Deliver - Power Vials	10d 29-Mar-13	07-Apr-13	28d
35-PR11200 Procure / Deliver - Gas Material	20d 29-Mar-13	19-Apr-13	113d	Procure / Deliver - Gas Material	20d 29-Mar-13	19-Apr-13	113d
35-PR11300 Procure / Deliver - 7 x 6 boards	60d 08-Apr-13	01-Jul-13	22d	Procure / Deliver - 7 x 6 boards	60d 08-Apr-13	01-Jul-13	22d
35-PR11400 Procure / Deliver - Crane Cable	80d 15-Apr-13	06-Aug-13	43d	Procure / Deliver - Crane Cable	80d 15-Apr-13	06-Aug-13	43d
35-PR11030 Procure / Deliver - Light Poles	150d 29-Apr-13	02-Oct-13	0d	Procure / Deliver - Light Poles	150d 29-Apr-13	02-Oct-13	0d
35-PR11030 Procure / Deliver - Sumpgear	5d 11-Feb-13	15-Feb-13	2d	Procure / Deliver - Sumpgear	5d 11-Feb-13	15-Feb-13	2d
35-PERMI1000 Obtain Grading Permit	10d 11-Feb-13	22-Feb-13	33d	Obtain Grading Permit	10d 11-Feb-13	22-Feb-13	33d
35-PERMI1010 Obtain Water Permit	10d 11-Feb-13	22-Feb-13	33d	Obtain Water Permit	10d 11-Feb-13	22-Feb-13	33d
35-PERMI1020 Obtain Sewer Permit	10d 11-Feb-13	22-Feb-13	33d	Obtain Sewer Permit	10d 11-Feb-13	22-Feb-13	33d
35-PERMI1030 Obtain Electrical Permit	10d 11-Feb-13	22-Feb-13	33d	Obtain Electrical Permit	10d 11-Feb-13	22-Feb-13	33d
35-PERMI1040 Obtain Gas Permit	10d 15-Apr-13	28-Apr-13	2d	Obtain Gas Permit	10d 15-Apr-13	28-Apr-13	2d
35-PERMI1050 Obtain HMP Permit	2d 11-Feb-13	12-Feb-13	2d	Obtain HMP Permit	2d 11-Feb-13	12-Feb-13	2d
35-AMB1000 Initial Survey by POLA	5d 11-Feb-13	15-Feb-13	0d	Initial Survey by POLA	5d 11-Feb-13	15-Feb-13	0d
35-AMB1010 Medical Sully Miller Equipment	35d 11-Feb-13	10-Feb-14	0d	Medical Sully Miller Equipment	35d 11-Feb-13	10-Feb-14	0d
35-AMB1020 Administrative / Project Office	4d 11-Feb-13	14-Feb-13	29d	Administrative / Project Office	4d 11-Feb-13	14-Feb-13	29d
35-AMB1030 Initial Temp Fence	35d 11-Feb-13	10-Feb-14	0d	Initial Temp Fence	35d 11-Feb-13	10-Feb-14	0d
35-AMB1070 CPN Updates	3d 12-Feb-13	14-Feb-13	1d	CPN Updates	3d 12-Feb-13	14-Feb-13	1d
35-AMB1030 Implement SWPPP Measures	35d 12-Feb-13	10-Feb-14	0d	Implement SWPPP Measures	35d 12-Feb-13	10-Feb-14	0d
35-AMB1040 SWPPP Maintenance	2d 11-Feb-13	12-Feb-13	2d	SWPPP Maintenance	2d 11-Feb-13	12-Feb-13	2d
On-Site Work							
Area 1 - Storm Pollution System							
35-A11000 Remove PCC-Area 1	2d 18-Feb-13	18-Feb-13	28d	Remove PCC-Area 1	2d 18-Feb-13	18-Feb-13	28d
35-A11500 Paving-Area 1	2d 18-Feb-13	18-Feb-13	28d	Paving-Area 1	2d 18-Feb-13	18-Feb-13	28d
35-A11010 Pipe Subgrade -Area 1	5d 20-Feb-13	28-Feb-13	28d	Pipe Subgrade -Area 1	5d 20-Feb-13	28-Feb-13	28d
Excavate Retention Basin-Area 1	5d 20-Feb-13	04-Mar-13	0d	Excavate Retention Basin-Area 1	5d 20-Feb-13	04-Mar-13	0d
Install 8" Water Line-Area 1	2d 19-Mar-13	20-Mar-13	61d	Install 8" Water Line-Area 1	2d 19-Mar-13	20-Mar-13	61d
Install Filter Fabric-Area 1	3d 21-Mar-13	22-Mar-13	61d	Install Filter Fabric-Area 1	3d 21-Mar-13	22-Mar-13	61d
Install 6" Perforated Pipe-Area 1	3d 29-Mar-13	28-Mar-13	61d	Install 6" Perforated Pipe-Area 1	3d 29-Mar-13	28-Mar-13	61d
Install Reinforced Basins-Area 1	5d 29-Mar-13	04-Apr-13	61d	Install Reinforced Basins-Area 1	5d 29-Mar-13	04-Apr-13	61d
Install 24" Storm Drain-Area 1	7d 08-Apr-13	16-Apr-13	0d	Install 24" Storm Drain-Area 1	7d 08-Apr-13	16-Apr-13	0d
Install 12" Water Line-Area 1	4d 17-Apr-13	22-Apr-13	0d	Install 12" Water Line-Area 1	4d 17-Apr-13	22-Apr-13	0d
Install 18" Storm Drain Lateral-Area 1	2d 17-Apr-13	16-Apr-13	70d	Install 18" Storm Drain Lateral-Area 1	2d 17-Apr-13	16-Apr-13	70d
SetSD Manholes-Area 1	2d 17-Apr-13	16-Apr-13	51d	SetSD Manholes-Area 1	2d 17-Apr-13	16-Apr-13	51d
Install Infiltration Catch Basins-Area 1	5d 19-Apr-13	22-Apr-13	22d	Install Infiltration Catch Basins-Area 1	5d 19-Apr-13	22-Apr-13	22d
Excavate for Trench Drain-Area 1	5d 02-Jul-13	05-Jul-13	22d	Excavate for Trench Drain-Area 1	5d 02-Jul-13	05-Jul-13	22d
Install Trench Drain-Area 1	15d 16-Jul-13	30-Jul-13	22d	Install Trench Drain-Area 1	15d 16-Jul-13	30-Jul-13	22d
Install Trench Drain Catch Basin-Area 1	1d 31-Jul-13	31-Jul-13	22d	Install Trench Drain Catch Basin-Area 1	1d 31-Jul-13	31-Jul-13	22d
Backfill for Trench Drain-Area 1	5d 01-Aug-13	07-Aug-13	22d	Backfill for Trench Drain-Area 1	5d 01-Aug-13	07-Aug-13	22d
ELB Electrical Underground-Area 1	8d 23-Apr-13	02-May-13	18d	ELB Electrical Underground-Area 1	8d 23-Apr-13	02-May-13	18d
Pipe HMP Foundations-Area 1	9d 07-May-13	14-May-13	23d	Pipe HMP Foundations-Area 1	9d 07-May-13	14-May-13	23d
Install Elec Pull Boxes & Manholes-Area 1	15d 07-May-13	28-May-13	18d	Install Elec Pull Boxes & Manholes-Area 1	15d 07-May-13	28-May-13	18d

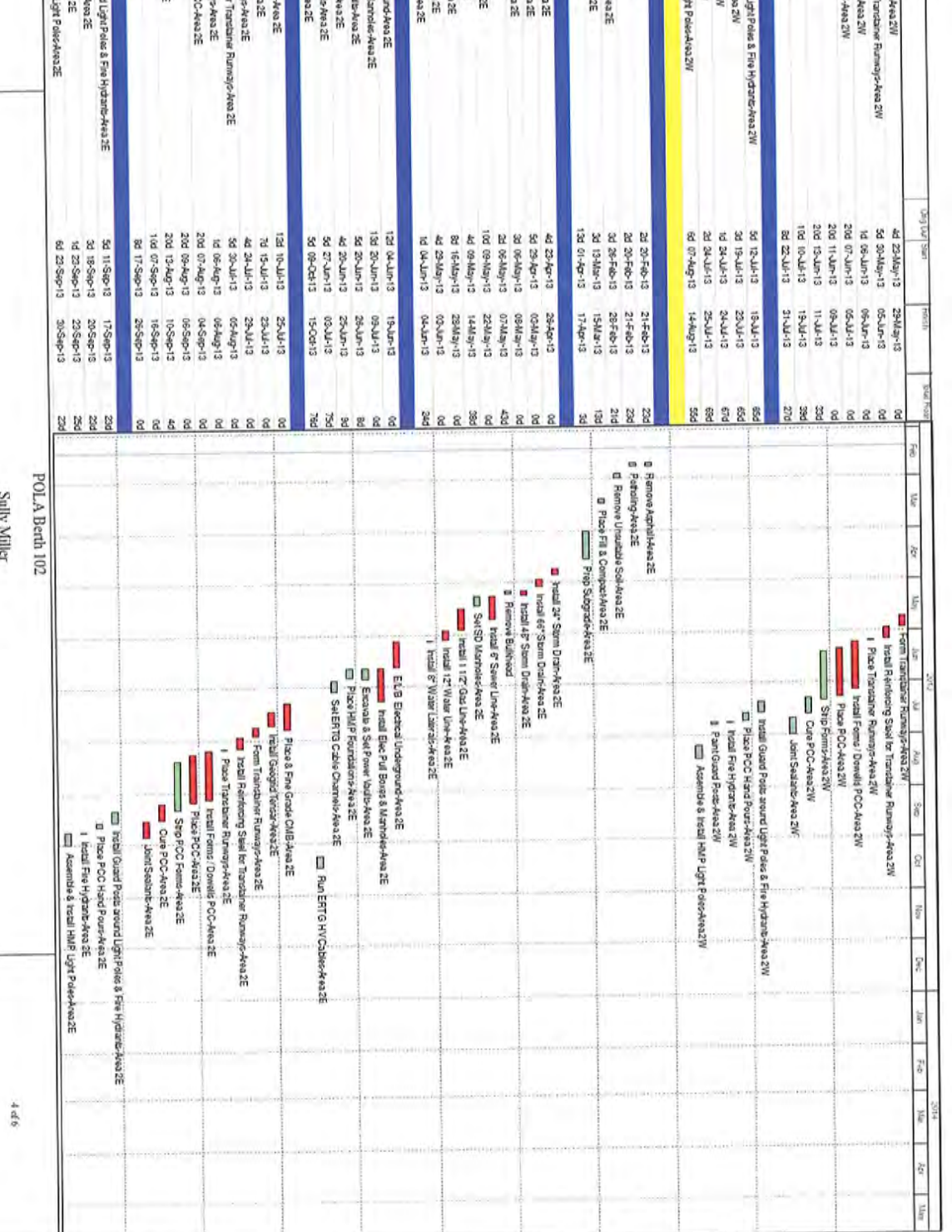
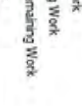
POLA Berth 102
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Baseline Schedule

Activity ID	Activity Name	Start	Finish	Estimate	Actual	Remaining	Priority
35-A11180	Excavate Station Concrete Pad	1d 20-Jun-13	20-Jun-13	101d			
35-A11190	Form / Reinforce Station Concrete Pad	5d 21-Jun-13	25-Jun-13	101d			
35-A11200	Set Steel Piles at Concrete Pad	2d 26-Jun-13	27-Jun-13	101d			
35-A11220	Set Fence Posts	1d 28-Jun-13	28-Jun-13	101d			
35-A11230	Pile Station Concrete Pad	1d 28-Jun-13	28-Jun-13	101d			
35-A11240	Install Balustrade around Station	5d 01-Jul-13	08-Jul-13	101d			
35-A11420	Paint Balustrade @ Station	2d 06-Jul-13	10-Jul-13	142d			
35-A11440	Install New Sambaqar	15d 07-Dec-13	22-Dec-13	22d			
35-A11450	Install Chain Link Fence around Station	2d 24-Dec-13	26-Dec-13	22d			
35-A11460	Put Terminal Electrical Branch Cabling	20d 24-Dec-13	23-Jan-14	0d			
35-A11470	Install Electrical Light Fixtures @ Station Fence	5d 27-Dec-13	03-Jan-14	23d			
PCC							
35-A11150	Pile & Fine Grade CMB-Area 1	5d 29-Mar-13	04-Jun-13	24d			
35-A11160	Install Geogrid Trench-Area 1	2d 31-Mar-13	04-Jun-13	24d			
35-A11170	Pile & Fine Grade CMB Pad-Area 1	8d 05-Jun-13	14-Jun-13	75d			
35-A11220	Install Form / Dowels for PCC-Area 1	8d 10-Jun-13	19-Jun-13	0d			
35-A11270	Pile PCC-Area 1	8d 12-Jun-13	23-Jul-13	0d			
35-A11280	Strip Form for PCC-Area 1	8d 16-Jul-13	25-Jul-13	38d			
35-A11310	Cure PCC-Area 1	7d 24-Jul-13	30-Jul-13	41d			
35-A11320	Form Edge Beam-Area 1	2d 28-Jul-13	29-Jul-13	28d			
35-A11340	Rebar Edge Beam-Area 1	2d 30-Jul-13	31-Jul-13	28d			
35-A11360	Pile Edge Beam-Area 1	1d 01-Aug-13	01-Aug-13	38d			
35-A11370	Strip Edge Beam-Area 1	2d 02-Aug-13	04-Aug-13	38d			
35-A11370	Join Section-Area 1	5d 08-Aug-13	14-Aug-13	22d			
Steel Reinforcement							
35-A11230	Install Guard Posts around Light Pole & Fire Hydrant-Area 1	5d 28-Jul-13	30-Jul-13	38d			
35-A11250	Pile PCC Hand Posts-Area 1	5d 31-Jul-13	06-Aug-13	38d			
35-A11400	Install Fire Hydrant-Area 1	1d 07-Aug-13	07-Aug-13	57d			
35-A11410	Assemble & Install HWP Light Pole-Area 1	12d 07-Aug-13	20-Aug-13	49d			
35-A11420	Install Electrical Panels @ Guard Post-Area 1	5d 07-Aug-13	08-Aug-13	38d			
35-A11430	Paint Guard Posts-Area 1	2d 07-Aug-13	08-Aug-13	38d			
7-24-13 Formwork							
35-A11380	Install K-Rail-Area 1	5d 09-Aug-13	12-Aug-13	38d			
35-A11430	Install C L Fence on K-Rail-Area 1	8d 12-Aug-13	23-Aug-13	38d			
Area 2 - 7/18/13							
Open Work							
35-A2W1000	Remove Asphalt 2W	2d 18-Feb-13	19-Feb-13	0d			
35-A2W1240	Protecting Area 2W	2d 18-Feb-13	19-Feb-13	0d			
35-A2W1010	Remove Unusable Soil-Area 2W	4d 20-Feb-13	25-Feb-13	0d			
35-A2W1100	Pile Fill & Compact-Area 2W	8d 05-Mar-13	12-Mar-13	0d			
35-A2W1020	Pipe Subgrade-Area 2W	12d 12-Mar-13	24-Mar-13	0d			
Utilities							
35-A2W1040	Install 12" Water Line-Area 2W	5d 01-Apr-13	05-Apr-13	0d			
35-A2W1060	Install 8" Water Line-Area 2W	2d 02-Apr-13	05-Apr-13	19d			
Dry Utility							
35-A2W1050	E.L.B Electrical Underground-Area 2W	11d 02-Apr-13	13-Apr-13	0d			
35-A2W1070	Install Elec Pull Boxes & Manholes-Area 2W	11d 22-Apr-13	02-May-13	0d			
35-A2W1080	Pile HWP Foundation-Area 2W	4d 25-Apr-13	02-May-13	2d			
35-A2W1220	Set ERTNG Cable Channel-Area 2W	5d 07-May-13	13-May-13	106d			
35-A2W1030	Run ERTNG HV Cable-Area 2W	5d 02-Oct-13	08-Oct-13	76d			
CCC							
35-A2W1090	Pile & Fine Grade CMB-Area 2W	12d 07-May-13	22-May-13	0d			
35-A2W1100	Install Geogrid Trench-Area 2W	7d 10-May-13	20-May-13	2d			

█ Remaining Level of Effort
█ Actual Level of Effort
█ Actual Work
█ Remaining Work
█ Critical Remaining Work
◆ Milestone



Activity ID	Activity Name	Unit / Unit	Start	Finish	Duration	Predecessors	Resources
35-AZM1110	Form Transducer Runways-Area 2W	42	22-May-13	23-May-13	0d		
35-AZM1120	Install Reinforcing Steel for Transducer Runways-Area 2W	54	30-May-13	05-Jun-13	0d		
35-AZM1130	Place Transducer Runways-Area 2W	14	05-Jun-13	05-Jun-13	0d		
35-AZM1140	Install Form / Dowels POC-Area 2W	200	07-Jun-13	05-Jul-13	0d		
35-AZM1150	Place POC-Area 2W	200	15-Jun-13	09-Jul-13	0d		
35-AZM1160	Strip Form-Area 2W	100	10-Jul-13	11-Jul-13	0d		
35-AZM1170	Cure POC-Area 2W	100	10-Jul-13	15-Jul-13	0d		
35-AZM1180	Install Reinforcing Steel for Transducer Runways-Area 2W	54	12-Jul-13	15-Jul-13	0d		
35-AZM1200	Place POC Hand Pour-Area 2W	12	24-Jul-13	24-Jul-13	0d		
35-AZM1210	Install Fire Hydrant-Area 2W	2	24-Jul-13	25-Jul-13	0d		
35-AZM1220	Part Guard Post-Area 2W	6d	07-Aug-13	14-Aug-13	0d		
35-AZM1230	Assemble & Install HMP Light Pole-Area 2W	270					
Area 2 - S19							
Area 2 - S19							
35-AZM1000	Remove Asphalt-Area 2E	20	20-Feb-13	21-Feb-13	20d		
35-AZM1540	Paving-Area 2E	20	20-Feb-13	21-Feb-13	20d		
35-AZM1010	Remove Unusable Seal-Area 2E	3d	20-Feb-13	22-Feb-13	21d		
35-AZM1020	Place Fill & Compact-Area 2E	3d	13-Mar-13	15-Mar-13	13d		
35-AZM1030	Prep Subgrade-Area 2E	13d	01-Apr-13	17-Apr-13	3d		
Area 2 - S19							
35-AZM1040	Install 24" Stem Drain-Area 2E	4d	23-Apr-13	26-Apr-13	0d		
35-AZM1050	Install 48" Stem Drain-Area 2E	5d	29-Apr-13	03-May-13	0d		
35-AZM1060	Install 48" Stem Drain-Area 2E	3d	06-May-13	09-May-13	0d		
35-AZM1230	Remove Bulkhead	2d	06-May-13	07-May-13	43d		
35-AZM1070	Install 6" Sewer Line-Area 2E	10d	09-May-13	22-May-13	0d		
35-AZM1080	S&SD Manhole-Area 2E	4d	09-May-13	14-May-13	39d		
35-AZM1090	Install 11.75" Gas Line-Area 2E	8d	16-May-13	23-May-13	0d		
35-AZM1100	Install 12" Water Line-Area 2E	4d	23-May-13	03-Jun-13	0d		
35-AZM1120	Install 8" Water Line-Area 2E	1d	04-Jun-13	04-Jun-13	24d		
Dry Utilities							
35-AZM1110	E.L.B. Electrical Underground-Area 2E	12d	04-Jun-13	19-Jun-13	0d		
35-AZM1120	Install Elec. Pull Boxes & Manhole-Area 2E	15d	20-Jun-13	09-Jul-13	0d		
35-AZM1140	Excavate & Set Power Voids-Area 2E	5d	20-Jun-13	25-Jun-13	8d		
35-AZM1150	Place HMP Foundations-Area 2E	4d	20-Jun-13	25-Jun-13	9d		
35-AZM1200	S&I ERTG Cable Channel-Area 2E	5d	27-Jun-13	03-Jul-13	75d		
35-AZM1210	Run ERTG HV/Cables-Area 2E	5d	08-Jul-13	15-Jul-13	36d		
ACE							
35-AZM1160	Place & Fini Grade OMB-Area 2E	12d	10-Jul-13	25-Jul-13	0d		
35-AZM1170	Install Grouted Trench-Area 2E	7d	15-Jul-13	23-Jul-13	0d		
35-AZM1180	Form Transducer Runways-Area 2E	4d	24-Jul-13	29-Jul-13	0d		
35-AZM1190	Install Reinforcing Steel for Transducer Runways-Area 2E	1d	05-Aug-13	05-Aug-13	0d		
35-AZM1200	Place Transducer Runways-Area 2E	20d	07-Aug-13	04-Sep-13	0d		
35-AZM1210	Install Form / Dowels POC-Area 2E	20d	09-Aug-13	05-Sep-13	0d		
35-AZM1220	Place POC-Area 2E	20d	13-Aug-13	10-Sep-13	4d		
35-AZM1230	Strip POC Form-Area 2E	10d	07-Sep-13	16-Sep-13	0d		
35-AZM1240	Cure POC-Area 2E	8d	17-Sep-13	25-Sep-13	0d		
35-AZM1250	John Seabrite-Area 2E	5d	11-Sep-13	17-Sep-13	23d		
35-AZM1260	Install Guard Post around Light Pole & Fire Hydrant-Area 2E	5d	18-Sep-13	23-Sep-13	23d		
35-AZM1280	Place POC Hand Pour-Area 2E	1d	22-Sep-13	23-Sep-13	25d		
35-AZM1290	Install Fire Hydrant-Area 2E	6d	22-Sep-13	30-Sep-13	29d		
35-AZM1290	Assemble & Install HMP Light Pole-Area 2E	270					



POLA Berth 102
Sully Miller
Baseline Schedule

Activity ID	Activity Name	Start Date	Finish Date	Duration	Start Month	End Month	Activity	2013	2014
35-OS11200	Paint Guard Posts-Area 2E	20-Sep-13	24-Sep-13	2/0					
Area 3 - SE Corner									
35-A1160	Patching Area 3	14-Sep-13	22-Sep-13	1/0					
35-A1100	Remove Asphalt-Area 3	14-Sep-13	19-Sep-13	7/0					
35-A1101	Prep Subgrade-Area 3	14-Sep-13	25-Sep-13	7/0					
Wet Utility									
35-A1102	Install 12" Storm Drain-Area 3	20-Sep-13	05-Oct-13	4/0					
35-A1103	Install 12" Water Line-Area 3	20-Sep-13	07-Jun-13	4/0					
35-A1104	Set/SD Manhole-Area 3	14-Sep-13	06-Jun-13	6/0					
35-A1105	Excavate for Trench Drain-Area 3	14-Sep-13	16-Jul-13	2/0					
35-A1106	Install Trench Drain-Area 3	14-Sep-13	23-Jul-13	2/0					
35-A1107	Install Trench Drain Catch Basin-Area 3	14-Sep-13	23-Jul-13	2/0					
35-A1108	Backfill for Trench Drain-Area 3	20-Sep-13	25-Jul-13	2/0					
PCC									
35-A1109	Place & Finish Grade CURB-Area 3	30-Sep-13	01-Jul-13	2/0					
35-A1110	Install Geogrid Trench-Area 3	14-Sep-13	20-Jul-13	2/0					
35-A1111	Install Form / Dowels for PCC-Area 3	30-Sep-13	11-Sep-13	0/0					
35-A1112	Place PCC-Area 3	20-Sep-13	13-Sep-13	0/0					
35-A1113	Cure PCC-Area 3	10-Sep-13	23-Sep-13	6/0					
35-A1114	Strip Forms for PCC-Area 3	18-Sep-13	17-Sep-13	8/0					
35-A1115	Joint Sealant-Area 3	27-Sep-13	02-Oct-13	1/0					
ERTG K-Rail (Freeing Straps)									
35-020	Install ERTG K-Rail -All Areas	31-Sep-13	01-Oct-13	0/0					
35-040	Install C.I. Fence on ERTG K-Rail -All Areas	02-Oct-13	04-Oct-13	0/0					
35-050	Install Strapping / Wheelstops / Channelizers -All Areas	01-Oct-13	16-Oct-13	0/0					
Off-Site Work									
Bridge Area									
Event 02-13									
35-B1100	Remove (E) Concrete Pavement & AC CURB-Bridge	16-Sep-13	18-Sep-13	0/0					
35-B1110	Patching Bridge	18-Sep-13	18-Sep-13	0/0					
35-B1101	Prep Subgrade-Bridge	19-Sep-13	23-Sep-13	0/0					
Dry Utility									
35-B1102	E.L.B Electrical Underground-Bridge	24-Sep-13	27-Sep-13	0/0					
35-B1103	Install Elec Pull Boxes & Manhole-Bridge	24-Sep-13	01-Oct-13	0/0					
PCC									
35-B1140	Place & Finish Grade CURB-Bridge	30-Oct-13	04-Oct-13	0/0					
35-B1150	Install Geogrid Trench-Bridge	20-Oct-13	08-Oct-13	0/0					
35-B1160	Install Form / Dowels for PCC-Bridge	09-Oct-13	14-Oct-13	0/0					
35-B1170	Place PCC-Bridge	11-Oct-13	16-Oct-13	0/0					
35-B1180	Strip Forms for PCC-Bridge	15-Oct-13	16-Oct-13	7/0					
35-B1190	Cure PCC-Bridge	17-Oct-13	23-Oct-13	6/0					
35-B1100	Joint Sealant-Bridge	24-Oct-13	29-Oct-13	4/0					
Wet Utility									
35-C5100	Jack & Bore for Sewer Steel Casing	23-Aug-13	30-Aug-13	1/0					
35-C5101	Jack & Bore for Gas Steel Casing	28-Aug-13	04-Jun-13	9/0					
35-C5102	Install Steel Casing for Sewer	01-Sep-13	04-Jun-13	1/0					
35-C5103	Install Off-Site Sewer	20-Jun-13	06-Jun-13	1/0					
35-C5104	Install Steel Casing for Gas	05-Jun-13	07-Jun-13	9/0					
35-C5140	Inspect Sewer	07-Jun-13	07-Jun-13	1/0					
35-C5150	Install Off-Site Gas	10-Jun-13	11-Jun-13	9/0					
35-C51170	Tri-It Sewer	10-Jun-13	13-Jun-13	1/0					
35-C51190	Inspect Gas	12-Jun-13	13-Jun-13	9/0					
35-C51180	Tri-It Gas	13-Jun-13	13-Jun-13	9/0					

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone

POLA Bath 102
Sully Miller
Baseline Schedule

Activity U	Activity Name	Original Start	Actual Start	Duration	Est. Hours	Eq	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
35-OS1089	Install O/S/S Electrical South Water	24 24-Sep-13	25-Sep-13	25d	25d																	
35-OS1100	Install O/S/S West Water	24 24-Sep-13	25-Sep-13	25d	25d																	
35-OS1120	Inspect Water	14 27-Sep-13	28-Sep-13	25d	25d																	
35-OS1150	Test Water South	14 27-Sep-13	27-Sep-13	25d	25d																	
35-OS1160	Test Water West	14 27-Sep-13	27-Sep-13	25d	25d																	
Dry Utility Trenches																						
35-OS1089	Install O/S/S Electrical Trench	10 20-Jun-13	02-Jul-13	55d	55d																	
35-OS1070	Install O/S/S Electrical to Pull Box	24 05-Jul-13	11-Jul-13	56d	56d																	
35-OS1089	Pull Terminal Feeder Cable (Existing DSL to New Panels)	20 12-Aug-13	03-Sep-13	35d	35d																	
35-OS1110	Pull Terminal Feeder Cable (Existing MMS to New Switchgear)	20 24-Oct-13	22-Nov-13	35d	35d																	
35-CL1003	Test New Switchgear	14 02-Feb-14	02-Feb-14	0d	0d																	
35-CL1070	Inspect Switchgear	14 02-Feb-14	02-Feb-14	0d	0d																	
35-OS1120	Shutdown Emergency New Switchgear	14 02-Feb-14	02-Feb-14	0d	0d																	
AC Trench																						
35-4000	Install Temp Fence-AC Trench	24 17-Oct-13	21-Oct-13	0d	0d																	
35-4010	Remove (E) Fence-AC Trench	24 22-Oct-13	23-Oct-13	0d	0d																	
35-5000	Relocate K-A-S-J-AC Trench	24 24-Oct-13	26-Oct-13	0d	0d																	
35-5010	Remove K-A-S-J & Bas-AC Trench	24 28-Oct-13	30-Oct-13	0d	0d																	
35-5020	Parallel AC Trench	24 31-Oct-13	01-Nov-13	0d	0d																	
35-5060	Parallel AC Trench	14 04-Nov-13	04-Nov-13	0d	0d																	
35-5070	Complete Striping	24 06-Nov-13	07-Nov-13	0d	0d																	
Classroom																						
35-CL1001	Test Outdoor Lighting	24 01-Oct-13	07-Oct-13	25d	25d																	
35-CL1010	Punchlist	24 01-Nov-13	07-Nov-13	0d	0d																	
35-CL1020	Demolish	24 04-Feb-14	10-Feb-14	0d	0d																	
35-CL1050	Test High Voltage	24 06-Feb-14	07-Feb-14	0d	0d																	
35-CL1060	Training for Switchgear	24 09-Feb-14	10-Feb-14	0d	0d																	
35-CL1080	Final Inspection	14 10-Feb-14	10-Feb-14	0d	0d																	
Contingency & Allowances																						
35-CONT1000	Trench Safety and Stabilization	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1010	Import Fill	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1020	Rain Erosion Control Plan Sampling	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1030	Remove / Dispose of Hazardous Soil	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1040	Underpin Utility & Structural Modifications	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1050	Permit Regulatory Agency Conditions	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1060	Owner Directed Permitting Time	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1070	Collect Characterize & Dispose of Recycled Hazardous Waste	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1080	Web Based Collaboration	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1090	ERTS Crane Infrastructure	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1100	Travel Requested Changes	24 09-Sep-13	10-Feb-14	0d	0d																	
35-CONT1110	Guard Service Compensation	24 09-Sep-13	10-Feb-14	0d	0d																	

█ Remaining Level of Effort
█ Actual Level of Effort
█ Actual Work
█ Remaining Work
█ Critical Remaining Work
◆ Milestone

POLA Bath 102
 Sully Miller
 Baseline Schedule

ATTACHMENT C

MITIGATION FORMS

ATTACHMENT D

Mitigation Monitoring and Reporting Forms

MM AQ-3: Fleet Modernization for On-Road Trucks

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

All on-road heavy duty diesel trucks with a GVWR of 19,500 pounds or greater used on-site or to transport materials to or from the site shall comply with EPA 2007 on-road PM emission standards and be the cleanest available Nox.

Idling shall be restricted to a maximum of 5 minutes when equipment is not in use.

Trucks hauling materials such as debris or fill shall be fully covered while in operation off Port property.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.
- Spot checking vehicles for emissions standards and tarping.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM AQ-4: Fleet Modernization for Construction Equipment

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

All off-road diesel powered construction equipment greater than 50hp, shall meet Tier 3 off road emission standards. In addition, all construction equipment shall be outfitted with the Best Available Control Technology (BACT) devices certified by the California Air Resources Board (CARB).

Idling shall be restricted to a maximum of 5 minutes when equipment is not in use.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM AQ-5: Best Management Practices

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

- Use electric power in favor of diesel power where available.
- Idling shall be restricted to a maximum of 5 minutes when equipment is not in use.
- Maintain equipment to manufacturer's specifications.
- Use of diesel oxidation catalysts and catalyzed diesel particulate traps.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Report demonstrating compliance with all applicable rules.
- Check vehicles for port mandated vehicle stickers.
- Spot check equipment to ensure BMPs are in place.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM AQ-6: Additional Fugitive Dust Controls

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The contractor shall reduce fugitive dust from the assumed 75 percent to 90 percent through a programs aimed at increasing watering as necessary, and shall designate a single person on the project site to monitor dust control.

Trucks hauling dirt, sand or gravel shall be covered or shall maintain at least 2 feet of freeboard. Traffic speeds on unpaved roads shall be 15 mph or less.

Contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from the site.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Dust monitoring personnel shall keep daily logs of watering activities and wind speeds during times of soil disturbance.
- Sport checking vehicles for tarping.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **NO** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM AQ-7: General Mitigation Measure

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

If, for any of the above mitigation measures, a CARB certified technology becomes available, exceeding the performance of the current technology, the new technology could replace the existing measure pending approval by LAHD

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- No monitoring or reporting is required.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM CR-1: Cultural Resources

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

In the unlikely event that any materials of cultural significance are found, the contractor shall stop within 30 feet of the exposure and immediately notify LAHD.

LAHD will retain an archeologist to evaluate the site consistent with federal, state and local laws.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Reporting is not required for this mitigation measure.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **YES** (Sign Section V & Attach Applicable Verification Documents) _____ **NO** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM GEO-1: Geological Resources

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

The contractor will comply with the plan developed by the terminal operator and port police in the event of a large seismic event.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Reporting is not required for this mitigation measure.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM GW-1: Contaminated Contingency Plan

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

All trenching operations shall be observed for the presence of free petroleum products, chemicals or contaminated soils. In the event an unsuspected impacted soil or water is encountered, the contractor will immediately notify the Engineer. The Engineer will determine the course of action.

A photo-ionizing detector (or similar device) during the grading and excavation of suspected chemically impacted soil.

In the event of the presence of chemically impacted soils, the Contractor will comply with AQMD Rule 1166 and OSHA.

Mitigation Monitoring Frequency: Commencing on the first day of locating an impacted soil and commencing daily until all impacted soils have been mitigated.

Mitigation/Reporting Requirement: This form shall be, tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Daily log of photo-ionizing detector reports.
- Maintain records in accordance with OSHA for personnel in contact with chemically impacted soils or water.
- Maintain records of disposal of any chemically impacted soils or water.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM NOI-1: Noise

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

Construction hours are limited to the hours of 7:00am to 9:00pm on weekdays and 8:00am to 6pm on Saturdays, and are prohibited on Sundays and holidays.

All construction equipment will be properly muffled and maintained in accordance with the manufacturer's specifications.

The contractor will select the most quiet available piece of equipment for a particular task. This may mean renting equipment already owned by the Contractor, but not suitable to meet this mitigation measure.

Contractor shall notify residents adjacent to the construction area of the potential for noise. Also, the contractor shall post a telephone number where complaints regarding construction related disturbance can be reported.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Log all calls made to the construction complain phone number.
- If there are more than two complaints regarding noise within a 48 hour period, the Contractor will monitor noise with a dosimeter and will log and record noise levels hourly, until that construction activity is completed.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM PS-1: Demolition

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

Any materials demolished during construction will be separated on site for re-use / recycling. Separate bins will be maintained on site for the recycling of construction materials.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Reporting for this mitigation measure is not required.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

MM PS-2: Material Use

Contractor/Project: Sully Miller Contracting Company – Berth 102 Rear

Backlands Project

Application for Development Project Log Number: 030127-018

State Clearinghouse Number: 2003061153

SECTION I: MITIGATION MEASURE:

Materials with recycled content shall be used on this project.

Mitigation Monitoring Frequency: Commencing on the first day of construction, and monthly until construction is complete.

Mitigation/Reporting Requirement: This form shall be tracked, gathered and submitted to the LAHD as defined above and accompanied by applicable verification documents including:

- Reporting for this mitigation measure is not required.

Standard Environmental Controls will be implemented in the daily operations based on existing local, state and federal laws.

SECTION II: COMPLIANCE STATUS:

Has compliance with the above mitigation measures, as set forth in the ECP, been met?

_____ **Yes** (Sign Section V & Attach Applicable Verification Documents) _____ **No** (If no, State Why in Section III)

SECTION III: NON-COMPLIANCE:

Explain and/or discuss. Attach certification documents as well as document coordination with and acceptance of non-compliance or pre-approved substitute equivalent.

SECTION IV: STEPS TAKEN:

SECTION V: COMPLIANCE VERIFICATION:

By signing this form, I signify that this is true and correct and verification documents are attached and/or available on request.

Name and Title of Person Completing Form

Signature

Date

Name and Title of Responsible Person

Signature

Date

(For LAHD Staff Use Only)

Form Received By

Title

Date

Date Received in EM: _____

Attachment E

Emergency Response Plan

EMERGENCY RESPONSE PLAN (Crisis Plan)

The Crisis Response Plan (Crisis Plan) was developed so employees can be evacuated from the jobsite if a terrorist act, natural disaster, hazardous spill, or fire occurs on the or against the project. The crisis plan will be maintained and given to all of the Sully-Miller management staff involved in the plan.

ANTICIPATED EMERGENCIES:

- Earthquakes
- Fire
- Flooding
- Bomb scare
- Terrorist act

PRE-EMERGENCY PLANNING: During their orientation, all employees shall be notified of the different types of emergencies that could occur at the project. All employees will be told where to meet when the designated signal is sounded to warn them of an event. A designated signal shall be established and communicated to all employees. An air horn would be the preferred method.

- a. Personnel Role: all employees working on the site when the warning is sounded shall assemble near the field office trailer.
- b. The lines of authority include the Sully-Miller field staff, port safety, and others as required.
- c. The emergency shall be communicated using an air horn warning of three quick blasts from the air horn. After five minutes, the air horn shall be sounded again as another warning.
- d. Subcontractors shall meet with their supervisors for a headcount near the Sully-Miller Contracting Company field office and at that time given instructions concerning the emergency.
- e. The staging area will be located near the Sully-Miller Contracting Company field office or other area as necessary to protect employees.
- f. Each subcontractor and Sully-Miller Contracting Company has certified First Aid- and CPR-qualified people. If it is necessary, employees and others shall be transported to the nearest medical facility ASAP. Responsible people shall determine the best emergency facility to send injured employees at that time.

1. Procedures and Tests.

Emergency plans to ensure employee safety in case of fire or other emergency shall be prepared in writing and reviewed with all affected employees. Emergency plans shall be tested to ensure their effectiveness. Plans shall include escape procedures and routes, critical site operations, accounting for employees after an evacuation, rescue, medical duties, means of reporting emergencies, and persons to be contacted for information or clarification.

In case of fire or other potential threat requiring evacuation from the **Port of Los Angeles** site, employees should leave the area immediately and proceed to Sully-Miller Jobsite Office Trailer to wait for further instructions.

The site superintendent or project foreman will immediately take roll to verify that all Sully-Miller and subcontractor employees are accounted for and assess the situation to determine if any injuries have occurred.

After all personnel are to safety and accounted for, the senior site manager will immediately call **Port of Los Angeles Police Department** at (310) 732-3500 using a cell phone to report the incident and seek appropriate assistance.

Emergency plans will be reviewed at the start of the project and during site visits with the Port Fire Department or other appropriate entities. Emergency plans will also be reviewed with Sully-Miller and subcontractor employees at construction safety meetings and orientations.

The Emergency evacuation plan shall be posted in the common area of the jobsite trailer next to the posted emergency phone numbers. Plans should be reviewed periodically throughout the project and revised, if necessary, according to the needs of the project. If any changes are made to the plan, changes should be conveyed to the Fire Department or other appropriate entities, employees and subcontractors, personnel, and should be posted in the jobsite trailer immediately.

2. Spill Plan.

For Port of Los Angeles if necessary a spill-containment kit will be kept in a plastic drum next to the jobsite trailer. In the event of a hazardous materials spill, the senior site manager shall assess the situation for appropriate response.

The Fire Department and other appropriate entities should be contacted immediately and informed of the type and extent of the spill. Appropriate measures should then be implemented to contain the spill until proper cleanup can take place.

3. Firefighting Plan.

All situations, regardless of size or extent should immediately be reported to the Port Fire Department at (310) 548-7541, and other appropriate entities.

Fire extinguishers will be placed and maintained for emergency use. The portable fire extinguishers shall be inspected at least monthly. If the pins are missing or it has been used, the fire extinguisher shall be red tagged and taken for re-inspection and charging if necessary immediately after discovered.

Under no circumstances should an employee attempt to extinguish a fire when that situation poses a threat of bodily injury. If the threat to life or of bodily injury exists, the Fire Department should be called immediately to handle the situation.

All employees shall be trained in the use of portable fire extinguishers. Employees will be instructed only to use portable fire extinguishers to stop fire at the initial stage or if required for safe evacuation.

Portable fire extinguishers shall be provided where needed such as near the location of welding or cutting with a torch, and on all heavy equipment, etc.

When welding or cutting takes place, a flash shield is required. No slag or sparks shall be allowed to fall onto other employees or visitors.

BEFORE WORK BEGINS

"Fire watch" person shall watch out for flying sparks or slag during the welding operation or torch cutting operation. The "fire watch" person shall stay at least 30 minutes after all welding or cutting has finished for the day to ensure no fire is present.

If using any type of gas cylinder, a portable fire extinguisher shall be close to the operation.

Each piece of heavy equipment such as a forklift, bulldozer, backhoe/loader, dump truck, etc. shall be equipped with at least a 5-B: C portable fire extinguisher. During refueling of these machines, the engine shall be turned off.

The storage of combustible or flammable materials shall be stored in proper containers. Gasoline or diesel fuels shall be stored in metal safety cans in quantities of five gallons or less. **NO PLASTIC GAS CANS OR 5-GALLON JERRY CANS ARE ALLOWED ON THE PROJECT.**

4. Posting of Emergency Phone Numbers.

Emergency phone numbers should be posted in a clear, visible location in the common area of the jobsite trailer and in the secure, external bulletin board located outside the jobsite trailer.

5. Fire Prevention Plan.

In case of fire or other potential threat requiring evacuation from **Port of Los Angeles** site, employees should leave the area immediately and proceed to Sully-Miller Contracting Company's Jobsite Trailer, and wait for further instructions.

The senior site manager will immediately take roll to verify that all Sully-Miller and subcontractor employees are accounted for and assess the situation to determine if any injuries have occurred.

After all personnel are to safety and accounted for, the senior site manager will immediately call the Emergency dispatch phone number (310) 732-3500 using a cell phone to report the incident and seek appropriate assistance.

All situations, regardless of size or extent should immediately be reported to the Fire Department, and other appropriate entities.

Under no circumstances should an employee attempt to extinguish a fire when that situation poses a threat of bodily injury. If the threat to life or of bodily injury exists, the Fire Department should be called immediately.

Fire extinguishers will be located in the common area of the jobsite trailer and visibly marked. Any situation that arises that can easily and safely be taken care of with the use of a fire extinguisher should be extinguished immediately.

EMERGENCY CONTACTS

Cal/OSHA

District Office, Los Angeles

(213) 576 - 7451

Site Personnel

Ezam Khazeni	Project Manager	Office (714) 578-9600 Cell (714) 720-6882 Ezam.Khazeni@colasinfrastucture.com
Steve Gomez	Superintendent	Office (714) 578-9600 Cell (714) 720-7436 Steve.gomez@sully-miller.com
Trent LeClaire	Project Engineer	Office (714) Cell (714)720-7441 Trent.leclaire@sully-miller.com
Larry Vasquez	Foreman	Cell (714) 720-7391 Larry.Vasquez@sully-miller.com
Darin Ferguson	Safety Manager	Office (714) 578-9511 Cell (714) 720-7418 Darin.Ferguson@sully-miller.com

EMERGENCY LOCATIONS

Emergency	911
Los Angeles Police Dept.	(310) 732-3500 or 911
Los Angeles Fire Dept.	(310) 548-7541 or 911
Highway Patrol	(858) 650-3600 or 911

The following is the nearest medical facility that is open 24 hours day.

HOSPITAL

St. Mary Medical Center Long Beach
1050 Linden Ave, Long Beach, CA 90813
(562) 491-9000

Clinic

Providence Medical Institute
1294 W 6th St Ste 104, San Pedro, CA 90731
Phone: 310-548-9118

SPILL CLEAN UP

Clean Harbors Environmental
Compton, CA 90220
Tel +1 (310) 764-5851 Tel +1 (800) 645-8265

Attachment F
Traffic Management Plan

Traffic Management Plan Table of Contents

1.0 Traffic Control

2.0 Coordination

2.1 Emergency Services and Transit Providers 4

2.2 Adjacent Property Owners and Tenants 4

3.0 Bus Stop and/or Bus Line Relocation 5

1.0 Traffic Management Plan

In accordance with the City's policy, Sully-Miller Contracting, Co. has developed a traffic control plan for the project. The traffic control plan meets all the requirements of the WATCH Manual and will be submitted to the Port of Los Angeles (POLA) for approval. In accordance with Mitigation Measure MM TC-1: "Traffic Management Plan", Sully-Miller will comply with the following:

- Provide access for emergency vehicles at all times
- Avoid creating additional delay at intersections currently operating at congested conditions, either by choosing routes that avoid these locations, or constructing during nonpeak times of day
- Maintain access for driveways and private roads, except for brief periods of construction, in which case property owners will be notified
- Provide adequate off-street parking areas at designated staging areas for construction-related vehicles
- Maintain pedestrian and bicycle access and circulation during proposed project construction where safe to do so. If construction encroaches on a bike lane, warning signs will be posted that indicate bicycles and vehicles are sharing the roadway
- Traffic controls may include flag persons wearing occupational Safety and Health Administration approved vests and using a "Stop/Slow" paddle to warn motorists of construction activity
- Maintain access to Metro, LADOT, MAX, PVPTA, and LADH transit services and ensure that public transit vehicles are detoured
- Post standard construction warning signs in advance at the construction area and at any intersection that provides access to the construction area
- Construction warning signs will be posted, in accordance with local standards or those set forth in the Manual on Uniform Traffic Control devices (Federal Highway Administration 2001) in advance at the construction area and at any intersection that provides access to the construction area
- During lane closures, notify LAFD and LAPD, as well as the Los Angeles County Sheriff's and Fire Departments, of construction locations to ensure that alternative evacuation and emergency routes are designed to maintain response times during construction periods, if necessary
- Provide written notification to contractors regarding appropriate routes to and from construction sites, and weight and speed limits for local roads used to access construction sites. Submit a copy of all such written codifications to the City of Los Angeles Planning Department

- Repair or restore the road right-of-way to its original condition or better upon completion of work

The requirements mentioned above will be enforced when and where applicable.

2.0 Coordination

2.1 Emergency Services and Transit Providers

Sully-Miller will coordinate any traffic management with the following agencies prior and during construction, if needed:

LAPD (310) 513-7024

Port Police (310) 732-3500

Fire Department (310) 548-7516

LADOT Transit (213) 922-4632

PVPTA (310) 544-7108

2.2 Adjacent Property Owners and Tenants

All adjacent property owner and tenants within close proximity of the project limits will receive a notification letter informing them of the following: project description, project duration, affected areas, and project contacts if further information is desired. See Attachment H for Sully-Miller's Notification Letter.

3.0 Bus Stop and/or Bus Line Relocation

Sully-Miller does not anticipate the need for relocating any bus stops and/or bus lines. If needed, Sully-Miller will coordinate with LADOT Transit for the needed relocations.

4.0 Working Hours

Sully-Miller plans to work from Monday to Friday between the hours of 7:00am and 4:00pm. If work on weekends is required, Sully-Miller will get approval from engineer prior to any weekend work being done.

Attachment G
Notification Letter



Notification Letter

April 1st, 2013

ATTN:

File: POLA
LA Waterfront
Specification No: 2736
Contract No: TBD
SM-20-003

**Re: Notice of Construction
Port of Los Angeles
LA Waterfront – Downtown Harbor
Landside and Rail Improvements**

To Whom This May Concern,

Sully-Miller Contracting Company has been awarded the contract for the LA Waterfront – Downtown Harbor Landside and Rail Improvements project and the Notice to Proceed will be issued on February 4th, 2013. The project has a 365 day construction period which will be set to begin on the date of Notice to Proceed.

The project consists of demolition, signage installation, constructing infrastructure, paving, walkways, and landscaping in the Red Car Rail, Fire Station, Iowa, Maritime Museum, and Marina area.

If you have any questions please contact Ezam Khazeni with Sully-Miller Contracting Company at (714) 720-6882.

Sincerely,

Ezam Khazeni, PE
Area Manager

To	From
	BOARD OF HARBOR COMMISSIONERS
	EXECUTIVE DIRECTOR
	DED - DEVELOPMENT
	DED - FINANCE & ADMINISTRATION
	DED - OPERATIONS
	DED - BUSINESS DEVELOPMENT
	DED - EXTERNAL RELATIONS
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
	BUSINESS & TRADE DEVELOPMENT
	CHIEF FINANCIAL OFFICER
x	CITY ATTORNEY
	COMMISSION OFFICE
	CONSTRUCTION
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY

CITY OF LOS ANGELES
HARBOR DEPARTMENT
OFFICE MEMORANDUM

November 3, 2014

FILE COPY

10/14-5574

To	From
	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT
	GOODS MOVEMENT
	GOVERNMENT AFFAIRS
	GRAPHIC SERVICES
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	MANAGEMENT AUDIT
	MEDIA RELATIONS
	PLANNING & ECONOMIC DEV.
	PORT PILOTS
	PORT POLICE
	PUBLIC RELATIONS
	REAL ESTATE
	RISK MANAGEMENT
	WHARFINGERS

**SUBJECT: NOTICE OF COMPLETION
REYES CONSTRUCTION, INC.
BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPMENT
SPECIFICATION NO. 2626 – CONTRACT NO. 2278**

Attached for your review and signature is the Notice of Completion for the subject Contract, which was issued substantial completion on November 30, 2013, and was accepted as complete by the Executive Director on October 28, 2014. Please return the original signature copy of the Notice of Completion, and a copy will be provided to your office. The project included construction of a concrete wharf at Berth 100 and backlands. A copy of the Affidavit of Completion of Work is also attached for your reference.

Should you have any comments or need to speak to someone regarding this matter, please contact Mahsa Hematabadi at (310) 732-7674.



SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

MA
RBE
MH

Attachments
MH:ec24663.doc

To	From
	BOARD OF HARBOR COMMISSIONERS
	EXECUTIVE DIRECTOR
	DED - DEVELOPMENT
	DED - FINANCE & ADMINISTRATION
	DED - OPERATIONS
	DED - BUSINESS DEVELOPMENT
	DED - EXTERNAL RELATIONS
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
	BUSINESS & TRADE DEVELOPMENT
	CHIEF FINANCIAL OFFICER
x	CITY ATTORNEY
	COMMISSION OFFICE
	CONSTRUCTION
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY

CITY OF LOS ANGELES
HARBOR DEPARTMENT
OFFICE MEMORANDUM
CITY OF LOS ANGELES
RECEIVED
2014 NOV 10 PM 12:47
CIV. EN. HARBOR DIV.
CITY ATTORNEY'S OFFICE

November 3, 2014
CITY OF LOS ANGELES
RECEIVED

NOV 14 2014

CONSTRUCTION DIVISION
HARBOR DEPARTMENT

To	From
	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT
	GOODS MOVEMENT
	GOVERNMENT AFFAIRS
	GRAPHIC SERVICES
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	MANAGEMENT AUDIT
	MEDIA RELATIONS
	PLANNING & ECONOMIC DEV.
	PORT PILOTS
	PORT POLICE
	PUBLIC RELATIONS
	REAL ESTATE
	RISK MANAGEMENT
	WHARFINGERS

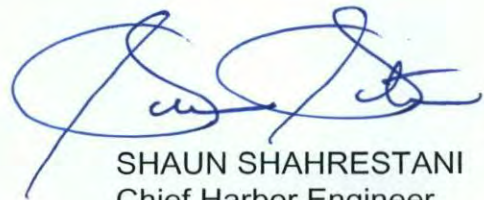
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**SUBJECT: NOTICE OF COMPLETION
REYES CONSTRUCTION, INC.
BERTH 100 WHARF SOUTH EXTENSION AND BACKLAND DEVELOPMENT
SPECIFICATION NO. 2626 – CONTRACT NO. 2278**

14-5574

Attached for your review and signature is the Notice of Completion for the subject Contract, which was issued substantial completion on November 30, 2013, and was accepted as complete by the Executive Director on October 28, 2014. Please return the original signature copy of the Notice of Completion, and a copy will be provided to your office. The project included construction of a concrete wharf at Berth 100 and backlands. A copy of the Affidavit of Completion of Work is also attached for your reference.

Should you have any comments or need to speak to someone regarding this matter, please contact Mahsa Hematabadi at (310) 732-7674.



SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

Attachments
MH:ec24663.doc

Recording Requested By:

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

NOTICE OF COMPLETION

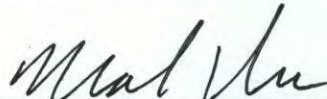
Notice is hereby given pursuant to Civil Code Section 3093 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, CA 90731.
4. The nature of the interest of the owner is in fee.
5. A contract to rehabilitate the properties described below was accepted as complete on November 30, 2013. The work included: constructing a 375 linear foot reinforced concrete container wharf and 14 acres of backlands, including water, storm drain, sewer, electrical, and AMP systems, permits pursuant to Specification No. 2626 – Contract No. 2278.
6. The name of the contractor for such work of rehabilitation was: Reyes Construction, Inc.
7. The property on which said work of rehabilitation was completed is in the Port of Los Angeles, County of Los Angeles, State of California, and is described as follows: Berth 100, West Basin Container Terminal, China Shipping. The project location is at: the wharf and backlands adjacent to the existing Berth 100 within the China Shipping terminal.

PORT OF LOS ANGELES, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

NOVEMBER 7, 2014

By



SHAUN SHAHRESTANI

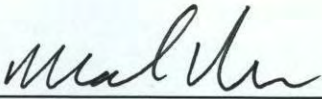
For Chief Harbor Engineer – Construction

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on NOVEMBER 7, 2014, at San Pedro, California.



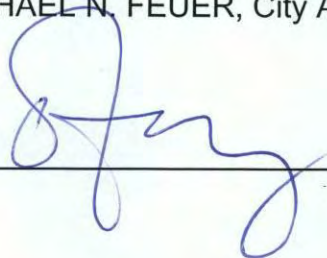
for SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

11/12, 2014

MICHAEL N. FEUER, City Attorney

By  _____

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2626
CONTRACT NO. 2278

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Eddie E. Gallardo, the Controller/Secretary of Reyes Construction, Inc.
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the Controller / Secretary of Reyes Construction, Inc.
(Title) (Contractor)
and makes the following statements for and on behalf of Reyes Construction, Inc., a
corporation. (Contractor)

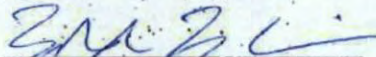
That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2626, which Specification is a part of
Contract No. 2278, by and between the City of Los Angeles and Reyes
Construction, Inc. to the best of my knowledge
(Contractor)

and belief, the Work specified in said Specification and said Contract has been completed
in strict accordance with the Drawings and Specifications therefore, that no lawful debts for
labor or materials are outstanding, and that no federal excise tax has been included in the
contract price;

That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be requested
or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for Payas Construction, Inc.,
(Contractor)
that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.


(Affiant)

Subscribed and sworn to before me
this 8 day of July, 2014.

Notary Public in and for said County of
Los Angeles, State of California
Form 308-E
11/12/73

CALIFORNIA JURAT WITH AFFIANT STATEMENT

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

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

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

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 8 day of July, 2014,
Date Month Year
 by
 (1) Eddie E. Gallardo,
Name of Signer



Place Notary Seal Above

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (1)
 and
 (2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)~~
 Signature Theresa A. Hernandez
Signature of Notary Public

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

To		From
	BOARD OF HARBOR COMMISSIONERS	
	EXECUTIVE DIRECTOR	
	DED - DEVELOPMENT	
	DED - FINANCE & ADMINISTRATION	
	DED - OPERATIONS	
	DED - BUSINESS DEVELOPMENT	
	DED - EXTERNAL RELATIONS	
	SR DIRECTOR, COMMUNICATIONS	
	SR DIRECTOR, GOVERNMENT AFFAIRS	
	ACCOUNTING	
	BUSINESS & TRADE DEVELOPMENT	
	CHIEF FINANCIAL OFFICER	
X	CITY ATTORNEY	
	COMMISSION OFFICE	
	CONSTRUCTION	X
	CONSTRUCTION & MAINTENANCE	
	CONTRACTS & PURCHASING	
	DEBT & TREASURY	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

April 3, 2012

10#12-937

Zuace

To		From
	ENGINEERING	
	ENVIRONMENTAL MANAGEMENT	
	FINANCIAL MANAGEMENT	
	GOODS MOVEMENT	
	GOVERNMENT AFFAIRS	
	GRAPHIC SERVICES	
	HUMAN RESOURCES	
	INFORMATION TECHNOLOGY	
	MANAGEMENT AUDIT	
	MEDIA RELATIONS	
	PLANNING & ECONOMIC DEV.	
	PORT PILOTS	
	PORT POLICE	
	PUBLIC RELATIONS	
	REAL ESTATE	
	RISK MANAGEMENT	
	WHARFINGERS	

**SUBJECT: NOTICE OF COMPLETION
GRIFFITH / DUTRA JOINT VENTURE
BERTH 102 WHARF AND BACKLAND IMPROVEMENTS
SPECIFICATION NO. 2696 – CONTRACT NO. 2266**

Attached for your review and signature is the Notice of Completion for the subject Contract, which was accepted as complete on April 3, 2012 by the Executive Director. Please return the original signature copy of the Notice of Completion, and a copy will be provided to your office. The project included construction of a concrete wharf at Berth 102, new backlands, and an access bridge connecting Yang Ming and China Shipping terminals. A copy of the Affidavit of Completion of Work is also attached for your reference.

Should you have any comments or need to speak to someone regarding this matter, please contact Mahsa Hematabadi at (310) 732-7674.



SHAUN SHAARESTANI
Chief Harbor Engineer
Construction Division

*MM
RRZ
H
B*

Attachments
MH:ec22007.doc

Recording Requested By:

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

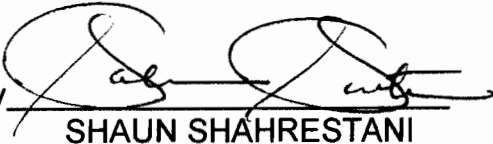
EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

NOTICE OF COMPLETION

Notice is hereby given pursuant to Civil Code Section 3093 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, CA 90731.
4. The nature of the interest of the owner is in fee.
5. A contract to construct the property described below was accepted as complete on April 3, 2012. The work included: constructing 925 linear feet of concrete wharf at Berth 102, 18 acres of new backland, and a 150 foot access bridge connecting Yang Ming and China Shipping terminals. The work includes installation of a 100 foot gauge crane rail, nearly 600 concrete piles, fenders and bollards, storm drain and water systems, asphalt concrete and roller compacted concrete pavement, high mast light poles, and Alternative Maritime Power system.
6. The name of the contractor for such work of rehabilitation was: Griffith/Dutra Joint Venture.
7. The property on which said work of rehabilitation was completed is in the Port of Los Angeles, County of Los Angeles, State of California, and is described as follows: Berth 102, West Basin Container Terminal, China Shipping. The project location is at: the wharf and backlands adjacent to the existing Berth 100 within the China Shipping terminal.

PORT OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

By 
SHAUN SHAHRESTANI

Chief Harbor Engineer – Construction

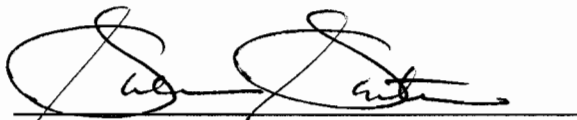
April 3, 2012

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 3, 2012, at San Pedro, California.



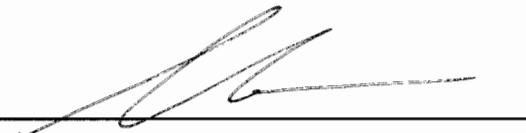
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN A. TRUTANICH, City Attorney

4/4, 2012

By 
CARMEN A. TRUTANICH

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2696
CONTRACT NO. 2266

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Charlie Pessa, the Project Manager of Griffith/Dutra JV
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the Project Manager of Griffith/Dutra JV
(Title) (Contractor)
and makes the following statements for and on behalf of Griffith/Dutra JV, a
corporation. (Contractor)

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2696 which Specification is a part of Contract
No. 2266, by and between the City of Los Angeles and _____
Griffith/Dutra JV to the best of my knowledge
(Contractor)

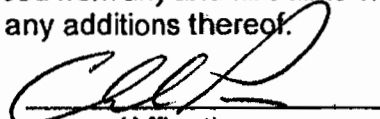
and belief, the Work specified in said Specification and said Contract has been completed
in strict accordance with the Drawings and Specifications therefore, that no lawful debts for
labor or materials are outstanding, and that no federal excise tax has been included in the
contract price;

That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be requested
or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for Griffith/Dutra JV,
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.


(Affiant)

Charlie Pessa
Project Manager

Subscribed and sworn to before me
this _____ day of January, 2012

See Attached

Notary Public in and for said County of
Los Angeles, State of California

Form 308-E
11/12/73

CALIFORNIA JURAT WITH AFFIANT STATEMENT

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this
27th day of January, 2012, by

(1) Charlie Pessa
Name of Signer

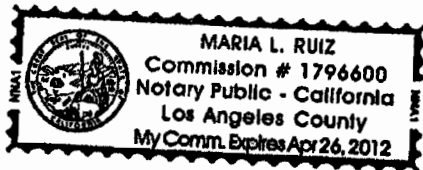
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (,) (and

(2) _____
Name of Signer

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

Signature Maria L. Ruiz

Maria L. Ruiz, Notary Public



Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: POLA Spec 2698 Contract 2286 Affidavits of Completion - Griffith/Dutra JV

Document Date: 01/27/12 Number of Pages: _____

Signer(s) Other Than Named Above: None

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

To	From
	BOARD OF HARBOR COMMISSIONERS
	EXECUTIVE DIRECTOR
	DED - DEVELOPMENT
	DED - FINANCE & ADMINISTRATION
	DED - OPERATIONS
	DED - BUSINESS DEVELOPMENT
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
	CHIEF FINANCIAL OFFICER
	CITY ATTORNEY
	COMMISSION OFFICE
X	CONSTRUCTION-Mahsa Hematabadi
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY
	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

April 4, 2012

CITY OF LOS ANGELES
RECEIVED

APR - 3 2012

CONSTRUCTION
DIVISION

HARBOR DEPARTMENT

412-937

To	From
	GOODS MOVEMENT
	GOVERNMENT AFFAIRS
	GRAPHIC SERVICES
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	MANAGEMENT AUDIT
	MARKETING
	MEDIA RELATIONS
	PLANNING & ECONOMIC DEV.
	PORT PILOTS
	PORT POLICE
	PUBLIC RELATIONS
	REAL ESTATE
	RISK MANAGEMENT
	TRADE SERVICES
	WHARFINGERS

SUBJECT: SPECIFICATION NO. 2696 – CONTRACT 2266, NOTICE OF COMPLETION – GRIFFITH/DUTRA JOINT VENTURE – BERTH 102 WHARF AND BACKLAND IMPROVEMENTS

Transmitted herewith approved as to form is Specification No. 2696, Contract 2266 for Berth 102 Wharf and Backland Improvements.

Thank you.

Simon M. Kann
SIMON M. KANN
Deputy City Attorney

SMK/cg
Attachments

To	From
	BOARD OF HARBOR COMMISSIONERS
	EXECUTIVE DIRECTOR
	DED - DEVELOPMENT
	DED - FINANCE & ADMINISTRATION
	DED - OPERATIONS
	DED - BUSINESS DEVELOPMENT
	DED - EXTERNAL RELATIONS
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
	BUSINESS & TRADE DEVELOPMENT
	CHIEF FINANCIAL OFFICER
X	CITY ATTORNEY
	COMMISSION OFFICE
	CONSTRUCTION X
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY

CITY OF LOS ANGELES
HARBOR DEPARTMENT
CITY OF LOS ANGELES
RECEIVED
OFFICE MEMORANDUM

2012 APR -4 AM 11:40

CIV. ENR. HARBOR DIV.
CITY ATTORNEY'S OFFICE

April 3, 2012

To	From
	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT
	GOODS MOVEMENT
	GOVERNMENT AFFAIRS
	GRAPHIC SERVICES
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	MANAGEMENT AUDIT
	MEDIA RELATIONS
	PLANNING & ECONOMIC DEV.
	PORT PILOTS
	PORT POLICE
	PUBLIC RELATIONS
	REAL ESTATE
	RISK MANAGEMENT
	WHARFINGERS

**SUBJECT: NOTICE OF COMPLETION
GRIFFITH / DUTRA JOINT VENTURE
BERTH 102 WHARF AND BACKLAND IMPROVEMENTS
SPECIFICATION NO. 2696 – CONTRACT NO. 2266**

Attached for your review and signature is the Notice of Completion for the subject Contract, which was accepted as complete on April 3, 2012 by the Executive Director. Please return the original signature copy of the Notice of Completion, and a copy will be provided to your office. The project included construction of a concrete wharf at Berth 102, new backlands, and an access bridge connecting Yang Ming and China Shipping terminals. A copy of the Affidavit of Completion of Work is also attached for your reference.

Should you have any comments or need to speak to someone regarding this matter, please contact Mahsa Hematabadi at (310) 732-7674.



SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

Signed 4/4
Please
return
to Construction
Thank you
- Simon

09-314
SMK

Attachments
MH:ec22007.doc

2736

To	From
BOARD OF HARBOR COMMISSIONERS	
EXECUTIVE DIRECTOR	
DED & CHIEF OF STAFF	
DED & CHIEF FINANCIAL OFFICER	
CHIEF OF PUBLIC SAFETY & EMERG MGT	
DED - MKTG & CUSTOMER RELATIONS	
DED - DEVELOPMENT	
SR DIRECTOR, COMMUNICATIONS	
SR DIRECTOR, GOVERNMENT AFFAIRS	
ACCOUNTING	
CARGO/INDUSTRIAL REAL ESTATE	
CARGO MARKETING	
X CITY ATTORNEY	
COMMISSION OFFICE	
COMMUNITY RELATIONS	
CONSTRUCTION	X
CONSTRUCTION & MAINTENANCE	
CONTRACTS & PURCHASING	
DEBT & TREASURY MANAGEMENT	
EMERGENCY MANAGEMENT	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

September 11, 2017

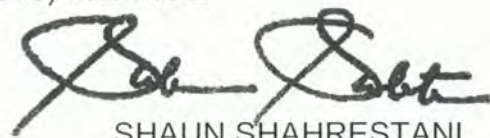
10#17-2344

To	From
ENGINEERING	
ENVIRONMENTAL MANAGEMENT	
FINANCIAL MANAGEMENT	
GOODS MOVEMENT	
GRAPHICS	
HUMAN RESOURCES	
INFORMATION TECHNOLOGY	
LEGISLATIVE AFFAIRS	
MANAGEMENT AUDIT	
MEDIA RELATIONS	
PLANNING & STRATEGY	
PORT PILOTS	
PORT POLICE	
RISK MANAGEMENT	
TRADE DEVELOPMENT	
WATERFRONT/COMM REAL ESTATE	
WHARFINGERS	

**SUBJECT: NOTICE OF COMPLETION
SULLY-MILLER CONTRACTING COMPANY
BERTH 102 REAR BACKLAND PROJECT
SPECIFICATION NO. 2736 – CONTRACT NO. 2285**

Attached for your review and signature is the Notice of Completion for the subject Contract, which was accepted as complete on September 1, 2017 by the Executive Director. Please return the original signature copy of the Notice of Completion and a copy will be provided to your office. The project constructed 27 acres of container backlands. The work included grading, storm drain, sewer, gas, water, lighting, striping, signage, and fencing. A copy of the Affidavit of Completion of Work is also attached for your reference.

Should you have any comments or need to speak to someone regarding this matter, please contact Marlys White at (310) 732-7690.



SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

MW:jd
27194.doc
File No. Spec 2736 – 18.3

Attachments

Recording Requested By:

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)


NOTICE OF COMPLETION

Notice is hereby given pursuant to Civil Code Section 8182 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, CA 90731.
4. The nature of the interest of the owner is in fee.
5. A contract for the Berth 102 Rear Backland project to make improvements described below was accepted as complete on September 1, 2017. The scope of the project was construction of 27 acres of container backland. The work included grading, storm drain, sewer, gas, water, lighting, striping, signage, and fencing pursuant to Specification No. 2736 – Contract No. 2285.
6. The name of the contractor for such work was: Sully-Miller Contracting, Co.
7. The property on which said work was completed is in the Port of Los Angeles, County of Los Angeles, State of California. The project is located at 710 N. Front Street in the China Shipping Terminal within the Berth 102 area.

PORT OF LOS ANGELES, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

Sept. 11th, 2017

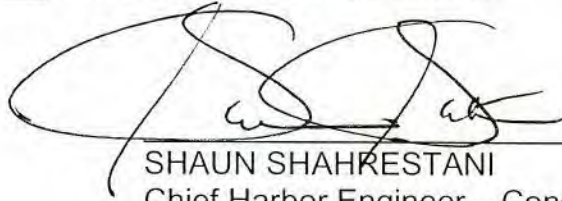
By: 
SHAUM SHAHRESTANI
Chief Harbor Engineer – Construction

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept. 11th, 2017, at San Pedro, California.




SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

MICHAEL N. FEUER, City Attorney

September 12, 2017

By 

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2736
CONTRACT NO. 2736

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

DENNIS GANSEN, the VICE PRESIDENT of SULLY-MILLER CONTRACTING COMPANY
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the VICE PRESIDENT of SULLY-MILLER CONTRACTING COMPANY
(Title) (Contractor)
and makes the following statements for and on behalf of SULLY-MILLER CONTRACTING COMPANY, a
corporation. (Contractor)

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2736, which Specification is a part of Contract
No. 2736, by and between the City of Los Angeles and SULLY-MILLER CONTRACTING
COMPANY to the best of my knowledge
(Contractor)

and belief, the Work specified in said Specification and said Contract has been completed
in strict accordance with the Drawings and Specifications therefore, that no lawful debts for
labor or materials are outstanding, and that no federal excise tax has been included in the
contract price;

That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be requested
or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for SULLY-MILLER CONTRACTING COMPANY,
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.



(Affiant)

DENNIS GANSEN, VICE PRESIDENT

Subscribed and sworn to before me
this _____ day of _____, 20__.
Please see attached loose certificate
with proper California Notary wording.

Notary Public in and for said County of
Los Angeles, State of California
Form 308-E
11/12/73

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On July 3, 2017 before me, M. Sykes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dennis Gansen
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Sykes
Signature of Notary Public
M. Sykes, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavits of Completion Document Date: July 3, 2017

Number of Pages: 1 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dennis Gansen

Corporate Officer — Title(s): Vice President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	John Harrington
Vice President, CFO & Treasurer	Christian Ransinangue
Vice President of Operations	William Joseph Thomas Boyd
Vice President	Scott Bottomley
Vice President	Dennis Gansen
Secretary	Anthony L. Martino II
Assistant Secretary	Raymond Sanchez


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)


Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

MM AES-1: Landscaping
2008 MMRP

PACKAGE INCLUDES:

1. Mitigation measure reference documentation;
2. Notice of construction completion letter;
3. Exhibit: Design elements and pedestrian path cross section;
4. Community presentation slides; and
5. Present-day photo.

1. Introduction

1.1 Project Charter Purpose

The purpose of a Project Charter is:

- To initiate a project;
- To provide an understanding of the project, the reason it is being conducted, its justification; provide guidance on completion; and,
- To establish the general scope of the work to be accomplished early on in the project initiation phase.

The Project Charter will be reviewed and approved by the Project Sponsor prior to the project planning phase.

1.2 Project Name

Project Name: Front Street Beautification
Front Street
San Pedro, CA 90731

Project Number: W.O. 25047

Project Limits: (Plan attached)

2. Project Overview and Scope

2.1 Project Objective

The objective of the project is to:

- Comply with requirements stated in the China Shipping Mitigation EIR.
- To create pedestrian connectivity from the San Pedro Waterfront improvements including the Cruise Terminal Promenade and Fanfare Fountain to the Wilmington Waterfront Improvements which includes Harry Bridges Buffer.
- To implement a safe mode for pedestrian travel between the existing sidewalk at Pacific Avenue and the existing sidewalk that terminates at the Vincent Thomas Bridge.

2.2 Key Issues

Railroad crossings, existing infrastructure, active subsurface utilities, pedestrian safety, real estate needs for the terminal, low maintenance requirements, poor soils for horticultural suitability.

2.3 Scope

The scope of the project includes:

- a. This project will create a 2,655 linear foot pathway along Front Street from the Vincent Thomas Bridge to Pacific Avenue. The 10' to 12' wide multi-use concrete pathway will connect the existing sidewalks at both ends of the project limit. The pathway will be flanked on each side with a five foot strip of landscape. The project scope will consist of grading, paving, installing pedestrian lighting, installing irrigation, removing and replacing top soil, planting trees and shrubs, installing benches and trash receptacles, installing two pedestrian railroad crossings, removing asphalt, concrete, and bollard, possibly relocating some existing utilities, and installing new fencing along the project length.
- b. Create 3 conceptual design alternatives that each include the previously mentioned components to be approved by Asst Chief Harbor Engineer and Chief Harbor Engineer
- c. Meet with the community to review and select design alternative
- d. Develop construction documents from selected alternative
- e. Develop cost estimate for selected alternative
- f. Bid and award process for construction contract
- g. Construction
- h. Maintenance period by contractor
- i. On-going maintenance by C&M Division

2.4 Major Deliverables

The major deliverables from this project are:

- Construction Contract Documents: Plans, Specifications, Estimates
- Administration of contract during construction activities

2.5 Project Justification

This project addresses beautification mitigation requirements defined in the China Shipping Environmental Impact Report. The project also address the need for pedestrian connectivity in the area as requested by the community. The project is a high priority for the San Pedro Central Neighborhood Council.

TRANSMITTAL 4

Berth 97- 109 [China Shipping] Container Terminal Project Mitigation Measures

AESTHETICS

MM AES-1: *Landscaping*

1. Reconfigure fence line bordering Front Street to create a 5-foot-wide planting strip alongside the edge of the street that will be planted with low shrubs and some trees. Plant species used for the relandscaping must be selected for their attractiveness, their relationship to existing planting themes in the surrounding area, and their environmental values. The plants installed must be of an adequate size to create an attractive planting composition within 5 years
2. Implement the recommendations of the Northwest Harbor Beautification Plan as applicable. The recommendations include landscaping two gateways to the Port: the area adjacent to the Channel Street on- and off-ramps from I-110 and SR-47; and the Harbor Boulevard on- and off-ramps from SR-47. Planting shall be designed to promote erosion control along all hillsides.

MM AES-2: *Crane Color Study*

Specify a gray color for the cranes that to make them visually distinct from the Vincent Thomas Bridge, reduce their contrast with the sky backdrop, and reduce their visual prominence and apparent mass. An appropriate shade of gray should be specified as the color for repainting the four cranes now at the site and as the factory-applied color for the six additional cranes proposed for installation.

MM AES-3: *Beautification Plans*

To offset the reduction in the quality of views from the upper portions of the Channel Street corridor, implement beautification plan improvements along the portion of John S. Gibson Boulevard and Pacific Avenue at the intersection of Channel Street. These improvements, which will include landscaping and creation of view areas of the Port, walkways, and bike paths, should be designed with the objectives of upgrading the visual quality of the eastern end of the Pacific Avenue corridor and creating an attractive gateway to the Port that links with the system of amenities the Port is developing along the western edge of Port lands. One of the key improvements proposed is removal of a large billboard and deteriorated building on the east side of Pacific Avenue adjacent to the China Shipping site and close to the intersection with Channel Street. Removal of the billboard and building will improve the visual quality of this area and will provide space for installation of landscaping and visitor amenities.

Additionally, the utility poles along this segment will be removed and all utility lines will be placed underground if feasible. Placement of utility lines underground will be subject to cost feasibility. If costs exceed \$1,000 per linear foot, the Port will reassess placement of utility lines underground and propose alternative measures, such as additional landscaping and/or reduced numbers of underground utility placements. The Port also will begin negotiations to remove and possibly relocate a truck resale facility on the northeast corner of the Pacific Avenue and Front Street intersection. When removed, the vacated area would be landscaped with vegetation consistent with the Pacific Avenue Corridor Improvements.

May 16, 2024

Griffith Company
12200 Bloomfield Avenue
Santa Fe Springs, CA 90670

Attention: Johnny Yang

**SUBJECT: PARTIAL ACCEPTANCE – MILESTONE NO. 1
FRONT STREET BEAUTIFICATION PROJECT
SPECIFICATION NO. 2761A - CONTRACT NO. 2321**

The Port of Los Angeles (Port) recognizes the work identified as Milestone No. 1 was completed on May 15, 2024, with the exception of the items on the attached punch list. Final acceptance by the Board of Harbor Commissioners is pending completion of all current and future punch list items and work under all Milestones.

If you have any questions regarding this matter, please call Peter Ouk at (310) 732-3968.

Sincerely,



Shaun Shahrestani
2024.05.16 11:07:38 -07'00'

SHAUN SHAHRESTANI
Chief Harbor Engineer

PO:jd
29878.doc
File No. 18.2

Attachment

Preliminary Punchlist - Remaining Work List					
Front Street Beautification - 2761A					
#	Item Description & Location	Status	Date	Inspector	Note
1	Front St/Pacific blunt ends of demo concrete C&G @ access ramp.	X	24-Apr	JT	
2	Caulk sidewalk exp joints.	X	24-May	JT	
3	Remove all tire marks & pressure wash affected hardscape.	X	24-Jun	JT	
4	Demo/enlarge lobe at plaza area to accommodate & install trash receptacle. (RFI)	X	24-Feb	JT	
5	Remove concrete splatter from vents and pull boxes, various areas where occurs				
6	DWP water valve low near hydrant need tube and cap marker 7+66 (RFI)	X	24-May	JT	DWP
7	Light pole pad concrete (5) locations & SDMH pad	X	24-Apr	JT	
8	Raise SD maint hole to grade, backfill, place sidewalk. 13+90	X	24-Feb	JT	
9	Cap gas line cobblestone side ped path, survey as-built, backfill , install marker (RFI)	X	24-Apr	JT	
10	Repair concrete spall from equip use on sidewalk @ SD MH grade raise	X	24-May	JT	
11	Exist water valve vault with lid and access holes 15+50 ajar and open (RFI)	X	24-Apr	JT	Per RFI Resp
12	Discoloration (tan) @ ped path concrete various locations				In Discussion
13	Broken concrete corner @ ped path 5+00 (constr entry)	X	24-Apr	JT	
14	Existing unprotected energized electrical meter 24+00	X	Apr-24	JT	PHL
15	Adjust lighting PBX's to ped path grade 8+10, 15+60, 15+45 and as occurs throughout.	X	24-Apr	JT	
16	Remove last 12x redwood header at Knoll Dr. back of installed AC berm +/- 16+05	X	24-Mar	JT	
17	Adjust all remaing street signs to 7' bottom of signs (2+00 to 7+00) or where occurs	X	Mar-24	JT	Waived
18	Grout @ TS and ped path lighting bases	X	24-Apr	JT	
19	Cut down excess at bolting of existing TS pole south side Knoll Dr. (BCA)	X	24-Mar	JT	
20	Temp patch at gaps @ TS pole base south side Knoll Dr. (BCA)	X	24-Mar	JT	
21	Doggi Pot Station Damaged 12+75 replace	X	24-Mar	JT	
22	Rope detail cover at LP's	X	24-Apr	JT	
23	Doggi Pot at plaza lid hits bag dispenser and carriage bolt- adjust	X	24-Mar	JT	
24	Adjust new chainlink fence for dips at top, i.e. station 8+10	X	24-Apr	JT	
25	Cut excess bolt threads rear MBGR posts	X	Mar-24	JT	Waived
26	Backfill MBGR post holes where needed	X	24-Apr	JT	
27	North Knoll access ramp existing crosswalk signs multi directional and misleading	X	24-Apr	JT	Closed NIS
28	SDMH 13+90 lower to match grade of ped path, place concrete for securing ring &cover	X	24-Feb	JT	
29	Chainlink fence gaps underneath excess of 2" per 1LM-07- Fix with straw waddle	X	24-Apr	JT	Proposed fix
30	Adjust uplighting pullboxes to account for mulch placement.	X	24-Mar	JT	
31	Adjust walkway at sign 18+00 detail RFI 046 Att 1	X	Apr-24	JT	RFI Cleared

Design Elements & Features



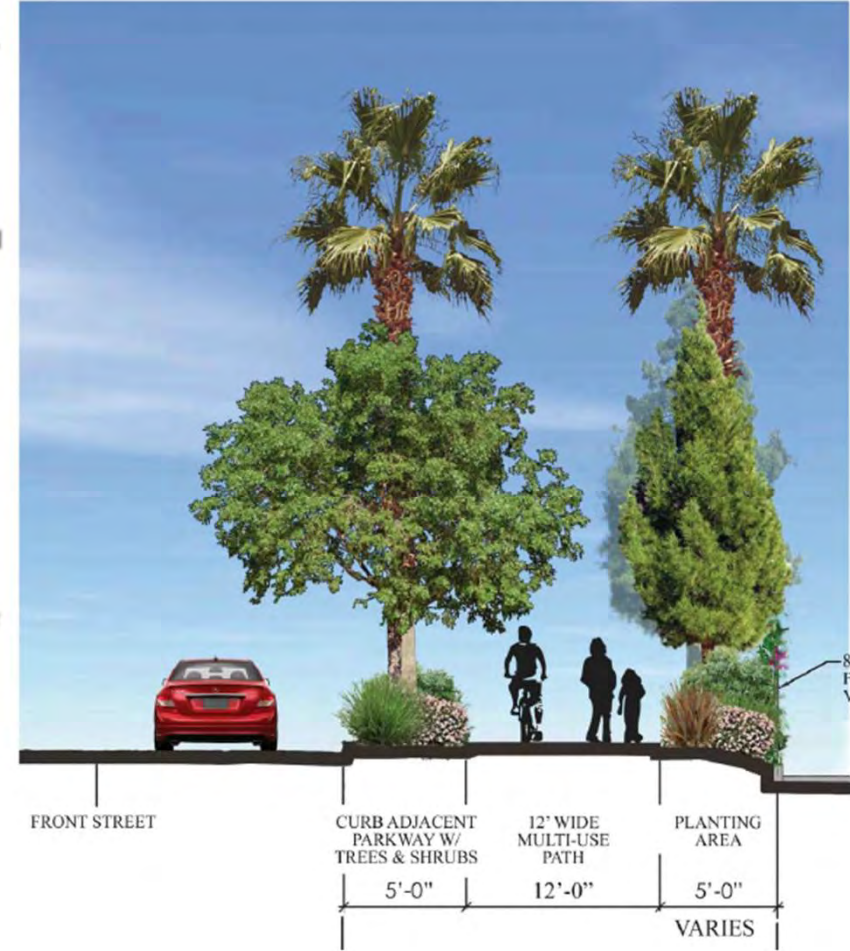
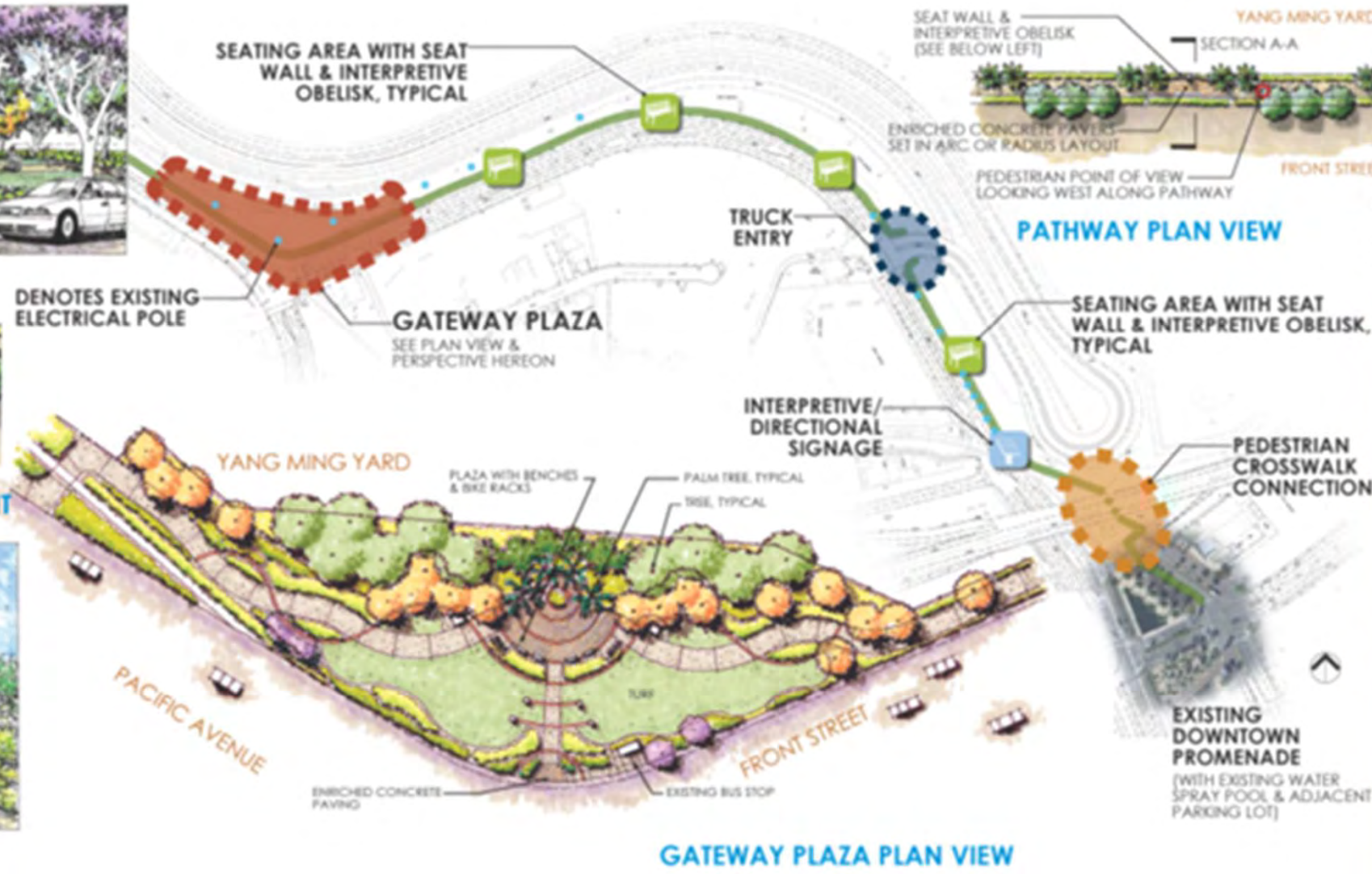
GATEWAY PLAZA PERSPECTIVE



PLAN VIEW ENLARGEMENT



PATHWAY PERSPECTIVE





Front Street Beautification

Project Updates

Naven Meas, Project Manager

September 28, 2022

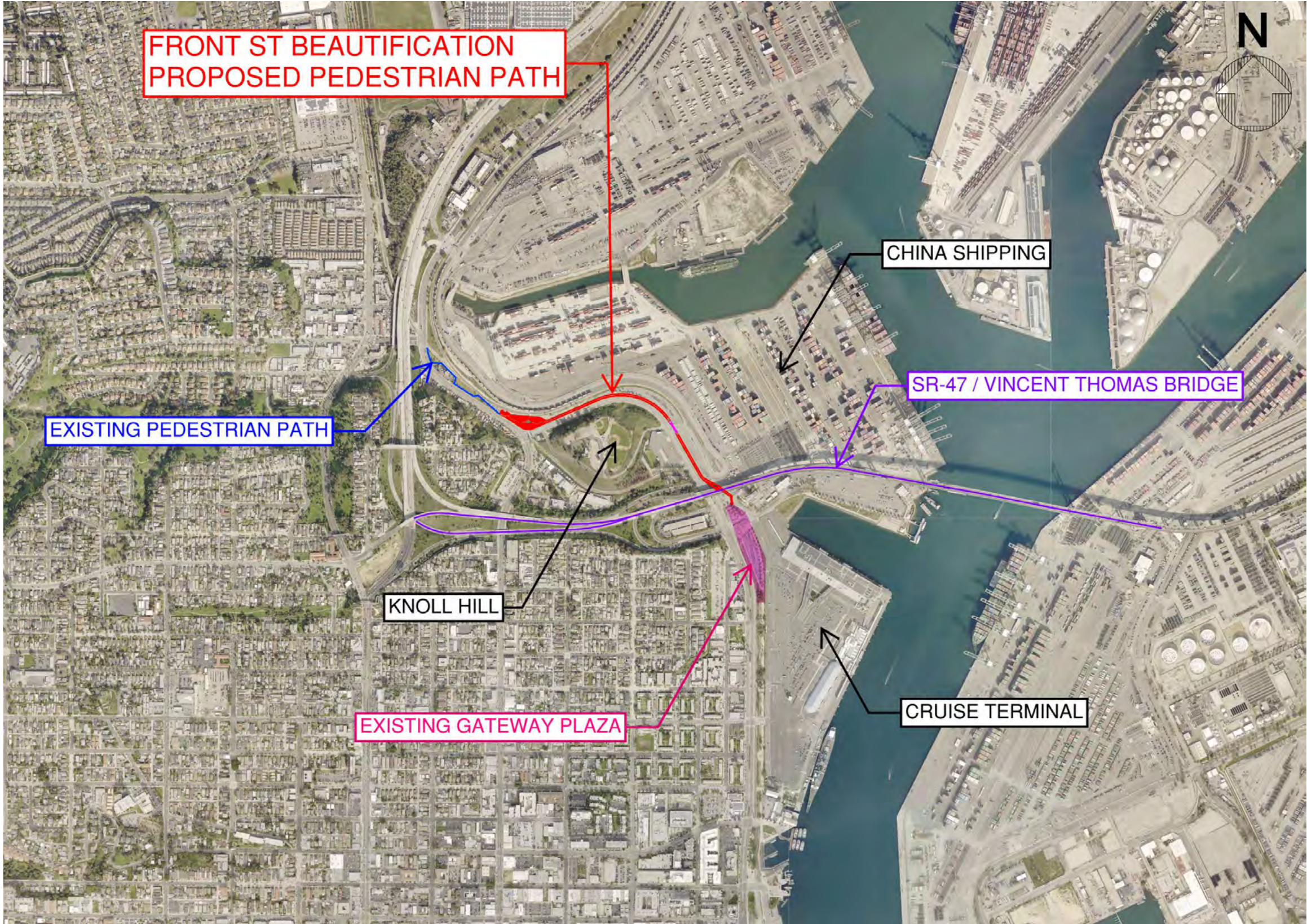
Front Street Beautification

Topics of Discussion

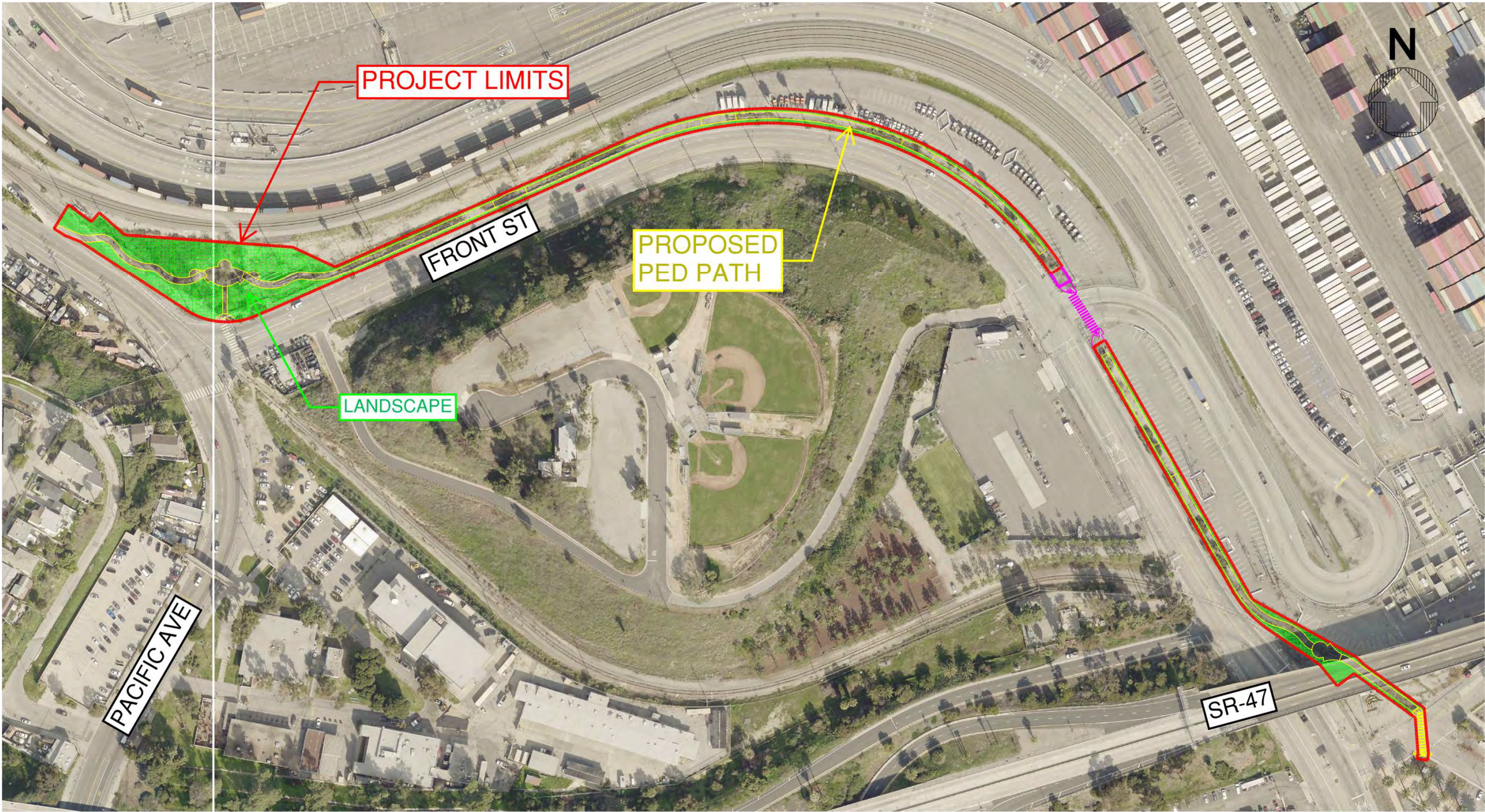
- Beautification Enhancement Limits
- Key Design Elements & Features
- Project Milestones & Schedule



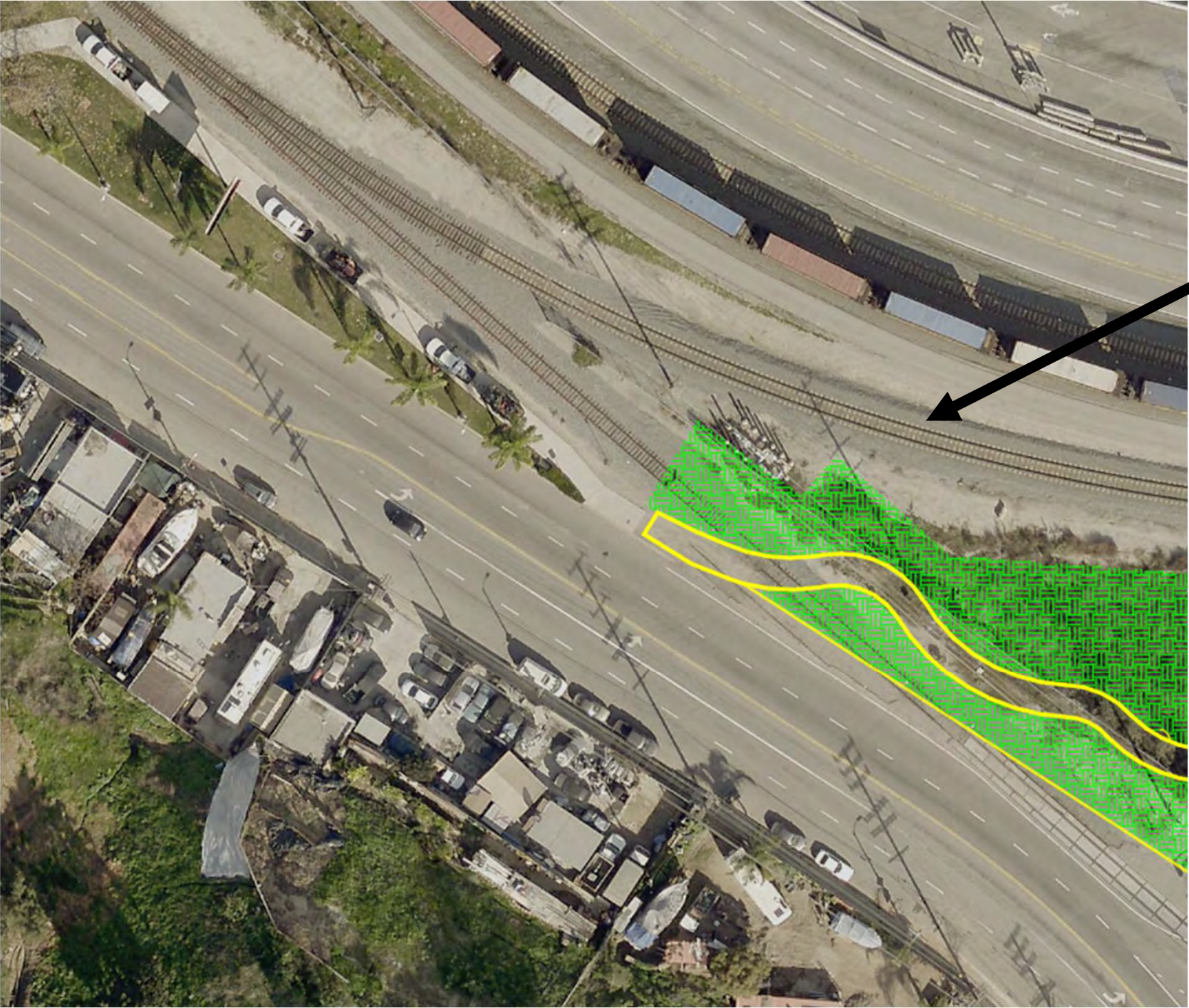
VICINITY
MAP



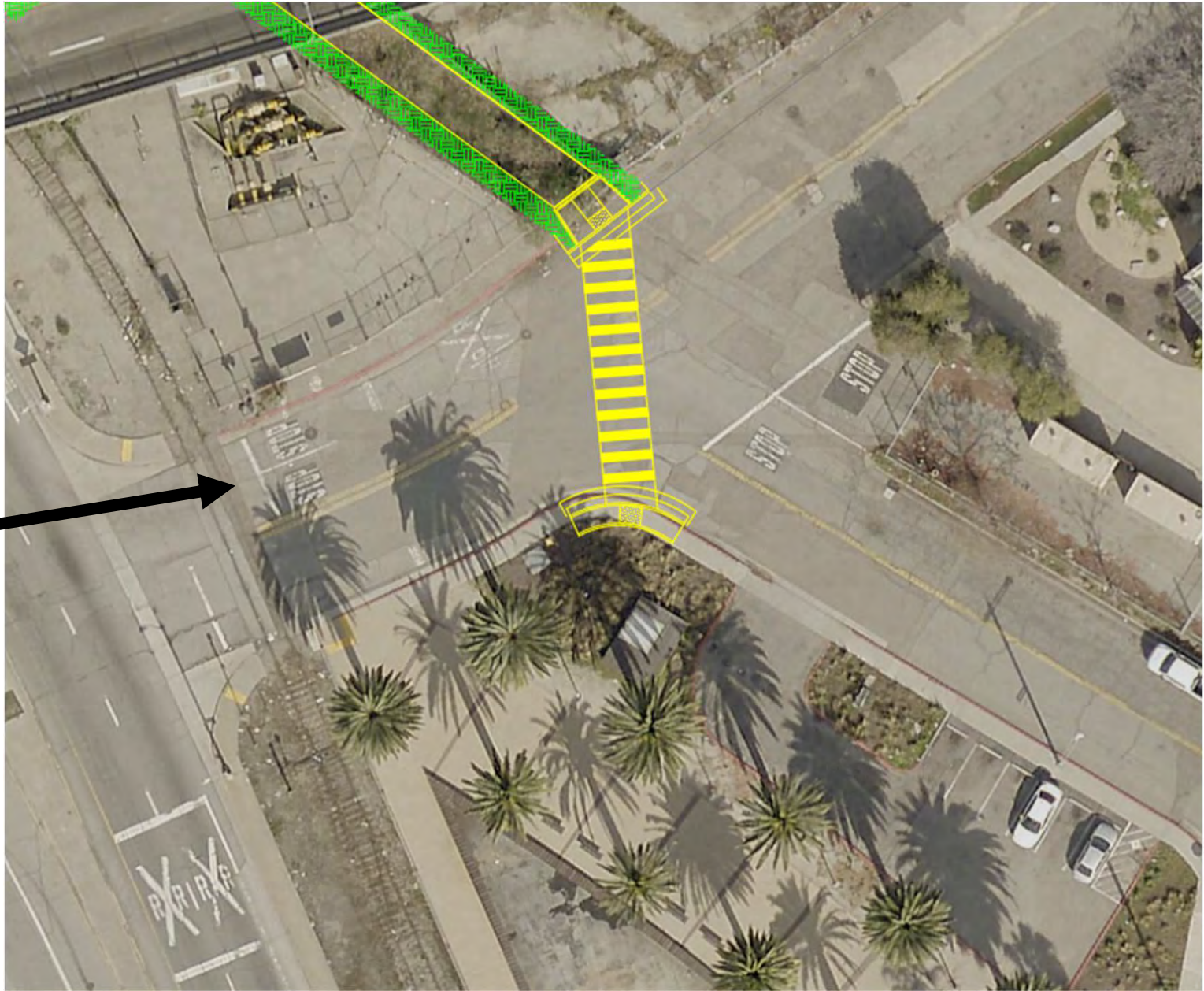
Beautification Enhancement Limits



North End Connection

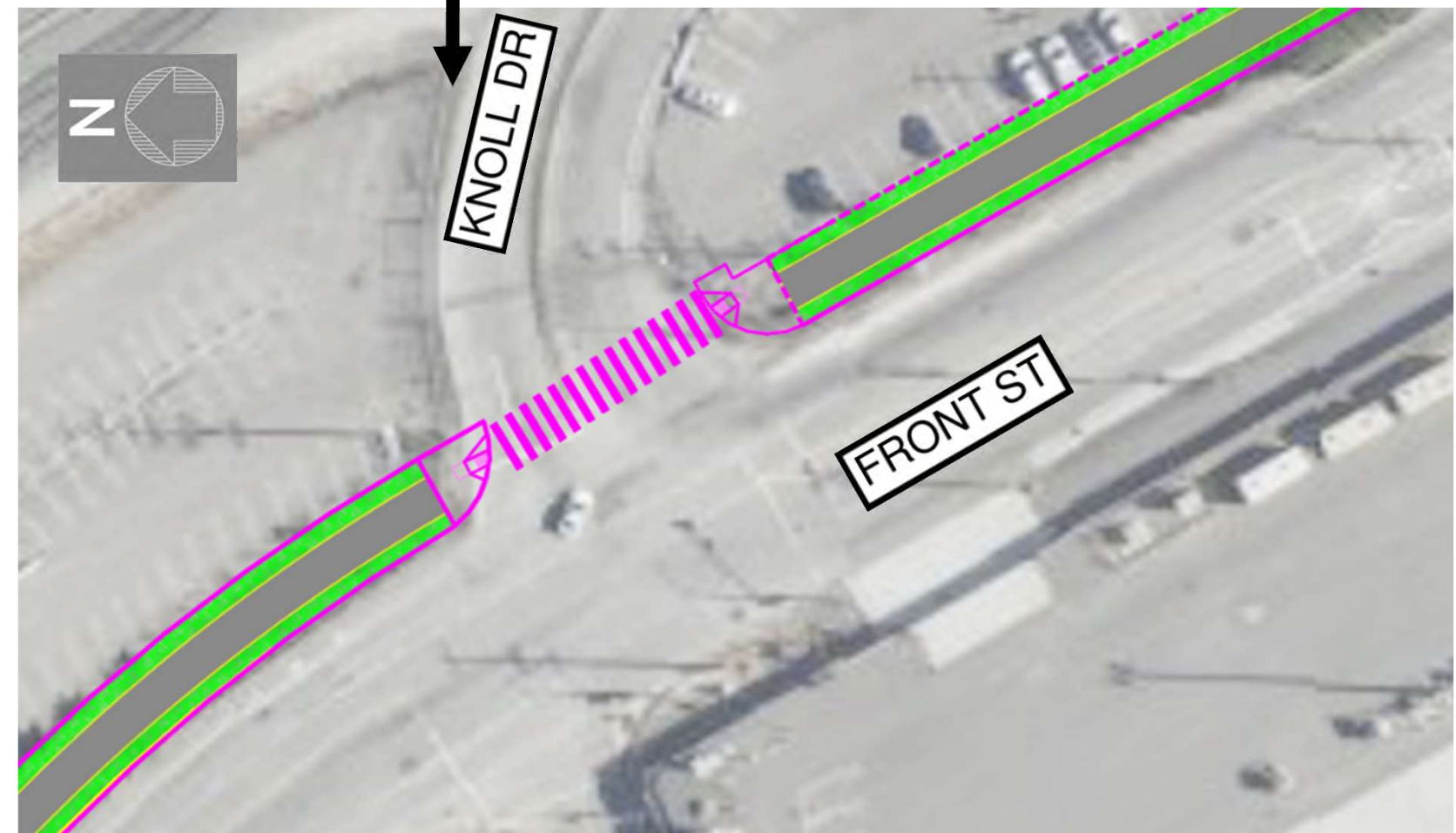
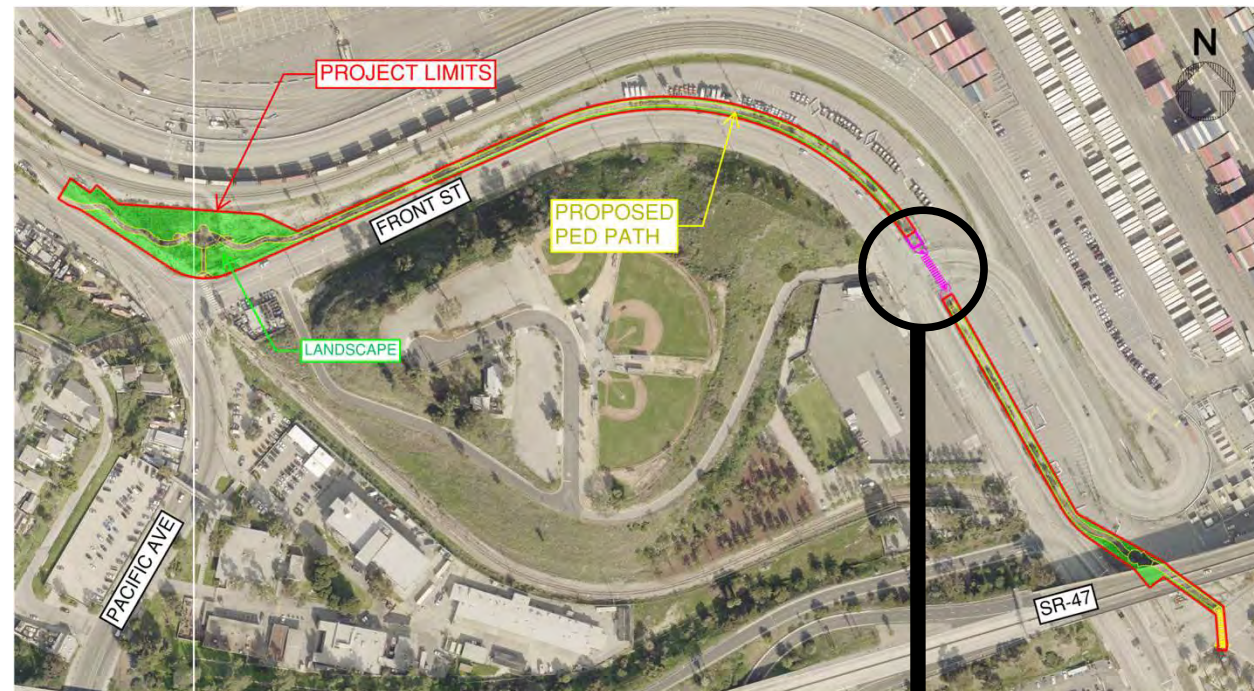


South End Connection



Safe Pedestrian Crossing

- Pedestrian Crossing at Knoll Dr & Front St
- Pedestrian Push Buttons w/ Audio and Visual Aid



Front Street Beautification

Project Milestones & Schedule

DESIGN

- Completed on 04/25/22



BID & AWARD

- Advertised on 04/28/22
- Bids Opened on 08/15/22



CONSTRUCTION

- Anticipated Start: Early 2023
- Anticipated Completion: Early 2024
 - (9-month construction period & 3-month plant establishment period)





**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

Susan Reyes
COMMISSIONER

TJ KNIGHT
EXECUTIVE OFFICER

**CITY OF LOS ANGELES
CALIFORNIA**



KAREN BASS
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

**BUREAU OF
CONTRACT ADMINISTRATION**

1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.gov>

STATEMENT OF COMPLETION

FINAL FIELD ACCEPTANCE DATE

07/11/2024

PROJECT TITLE

**Front St. Beautification
Front St & Knoll Dr.**

PERMIT NUMBER

BR600487

PERMITTEE/CONTRACTOR

Griffith Company

This project was acceptably completed in accordance with the plans, specifications and authorized changes. Acceptance of the Project by the City will follow completion of all necessary administrative processing.

Inspector of Public Works

Jason Stoeber 

By _____

Final Inspector

Distribution: Division Manager / District Supervisor / Bureau of Engineering / Board of Public Works

For information regarding this Statement of Completion, please contact David Miles at (213) 847-2408

2694

FILE COPY
LO# 11-1436

April 11, 2011

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Teresa Baker
L. A. County Registrar-Recorder
County Clerk
12400 E. Imperial Highway
Norwalk, CA 90650

**SUBJECT: NOTICE OF COMPLETION
NORTH GAFFEY STREET BEAUTIFICATION PROJECT
SPECIFICATION NO. 2694 – CONTRACT NO. 2257**

Attached is a Notice of Completion for the subject project. The property on which this work was completed is located in the Los Angeles County.

If you have any questions, please call Chris Ackopiantz at (310) 732-3778.

Sincerely,



SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

mm
RRR *ME*

CA:ec20961.doc
Attachment

Recording Requested By:

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)


NOTICE OF COMPLETION

Notice is hereby given pursuant to Civil Code Section 3093 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, CA 90731.
4. The nature of the interest of the owner is in fee.
5. A contract to beautify and enhance North Gaffey Street from Westmount Drive to Gatun Street including installation of new trees, shrubs and ground cover, serpentine walkway, concrete mowstrips, concrete curb, gutter, sidewalks, irrigation systems, site furnishings and site lighting. Permits pursuant to Specification No. 2694 – Contract No. 2257.
6. The name of the contractor for such work of rehabilitation was: Griffith Company.
7. The property on which said work of beautification was completed is in the Port of Los Angeles, County of Los Angeles, State of California, and is described as follows: North Gaffey Street Beautification Project. The project location is at: 1850 North Gaffey Street, San Pedro, CA.

PORT OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

April 11, 2011

By 
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4/11, 2011, at San Pedro, California.

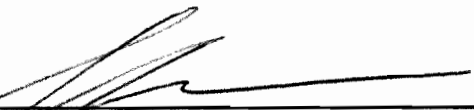

SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN A. TRUTANICH, City Attorney

April 7, 2011

By 
KANU Repordy

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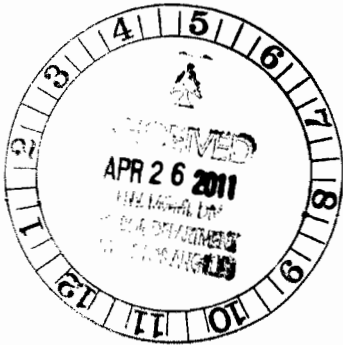
20110564049

Pages:
0003



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/19/11 AT 03:18PM



CITY OF LOS ANGELES
RECEIVED

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

APR 28 2011

CONSTRUCTION
DIVISION
HARBOR DEPARTMENT

11-1436



LEADSHEET



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SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By:

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731



Attn: Chief Harbor Engineer – Construction
Port of Los Angeles


EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

NOTICE OF COMPLETION

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1. The undersigned is the authorized representative of the owner of the interest in the property described below.
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6. The name of the contractor for such work of rehabilitation was: Griffith Company.
7. The property on which said work of beautification was completed is in the Port of Los Angeles, County of Los Angeles, State of California, and is described as follows: North Gaffey Street Beautification Project. The project location is at: 1850 North Gaffey Street, San Pedro, CA.

April 11, 2011

By 
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4/11, 2011, at San Pedro, California.

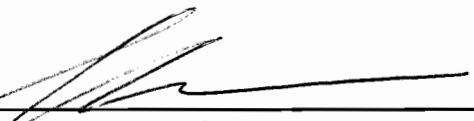

SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN A. TRUTANICH, City Attorney

April 7, 2011

By 
CARMEN A. TRUTANICH
City Attorney

To		From
	BOARD OF HARBOR COMMISSIONERS	
XX	EXECUTIVE DIRECTOR	
CC	DED - DEVELOPMENT	
	DED - FINANCE & ADMINISTRATION	
	DED - OPERATIONS	
	DED - BUSINESS DEVELOPMENT	
	SR DIRECTOR, COMMUNICATIONS	
	SR DIRECTOR, GOVERNMENT AFFAIRS	
	ACCOUNTING	
	CHIEF FINANCIAL OFFICER	
	CITY ATTORNEY	
	COMMISSION OFFICE	
	CONSTRUCTION	XX
	CONSTRUCTION & MAINTENANCE	
	CONTRACTS & PURCHASING	
	DEBT & TREASURY	
	ENGINEERING	
	ENVIRONMENTAL MANAGEMENT	
	FINANCIAL MANAGEMENT	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

March 10, 2011

11-1254

To		From
	GOODS MOVEMENT	
	GOVERNMENT AFFAIRS	
	GRAPHIC SERVICES	
	HUMAN RESOURCES	
	INFORMATION TECHNOLOGY	
	MANAGEMENT AUDIT	
	MARKETING	
	MEDIA RELATIONS	
	PLANNING & ECONOMIC DEV.	
	PORT PILOTS	
	PORT POLICE	
	PUBLIC RELATIONS	
	REAL ESTATE	
	RISK MANAGEMENT	
	TRADE SERVICES	
	WHARFINGERS	

SUBJECT: CONTRACT COMPLETION
CONTRACTOR: GRIFFITH COMPANY
NORTH GAFFEY STREET BEAUTIFICATION PROJECT
SPECIFICATION NO. 2694 – CONTRACT NO. 2257

SUMMARY:

On September 17, 2008, the Board of Harbor Commissioners awarded the North Gaffey Street Beautification Project to Griffith Company in the amount of \$2,121,957.50. This work consisted of enhancements on North Gaffey Street from Westmount Drive to Gatun Street including installation of new trees, shrubs and ground cover, serpentine walkway, concrete mowstrips, concrete curb, gutter, sidewalks, irrigation systems, site furnishings, and site lighting. Construction began on November 3, 2008, and was completed on June 12, 2010. Authority for Adjustment (AFA) Nos. 1 through 4 decreased the contract amount by (\$617,682.67) or (-29.1%), for a revised contract amount of \$1,504,274.83. There are no outstanding claims or unresolved issues remaining. The Award Board Report authorized the Executive Director to accept the project upon its completion.

RECOMMENDATION:

It is recommended that the Executive Director:

1. Receive for information the Summary of Authority for Adjustment Nos. 1 through 4 (Transmittal No. 3) showing a net decrease of (\$617,682.67) to the contract amount; and
2. Formally accept the subject contract as complete.

DISCUSSION:

Project Description - This project consisted of enhancements on North Gaffey Street from Westmont Drive to Gatun Street including removal of existing pavement, removal of trees, installation of new trees, shrubs and ground cover, installation of concrete bike paths, concrete mowstrips, concrete curb, gutter, sidewalks, irrigation systems, site furnishings, and site lighting. (Transmittal No. 4)

Construction Schedule – Griffith Company commenced performance of the work on November 3, 2008. The original contract time was 545 calendar days from the Notice to Proceed. There was a 43 calendar day extension, resulting in a revised contract time of 588 calendar days. The Actual Substantial Complete Date of the project was June 12, 2010.

Construction Cost - The original contract amount was \$2,121,957.50. AFA Nos. 1 through 4 decreased the contract amount by (\$617,682.67). The decreases primarily resulted from unforeseen site conditions and scope changes. The adjusted contract amount is \$1,504,274.83, which is approximately 29.1% lower than the original contract amount.

Supporting Materials – Affidavit of Completion dated October 7, 2010 (Transmittal No. 1) was received from Griffith Company on October 20, 2010.

Contract Summary:

<u>Cost</u>	<u>Amount</u>	<u>% of Original Contract</u>
Original Contract	\$ 2,121,957.50	
Authorized AFAs	\$ (617,682.67)	29.1%
Adjusted Contract Amount	\$ 1,504,274.83	70.9%

<u>Schedule</u>	<u>Time</u>
Notice to Proceed	November 3, 2008
Original Contract Time	545 Calendar Days
Actual Contract Time	588 Calendar Days
Original Contract Completion Date	May 1, 2010
Actual Substantial Completion Date	June 12, 2010
Liquidated Damages	None

<u>Final MBE/WBE Summary</u>	<u>SBE%</u>
POLA Specified Goal	25%
Contractor Stated Goal	28.3%
Final Participation	29.38%

ENVIRONMENTAL ASSESSMENT:

The proposed action is a contractual/administrative activity associated with a project completion. As such, the Director of Environmental Management has determined that the proposed action is exempt from the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

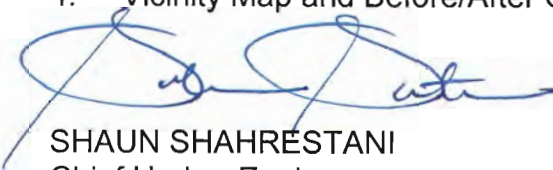
The original contract amount decreased from \$2,121,957.50 to \$1,504,274.83, a difference of (\$617,682.67) or 29.1% lower than the original amount (Transmittal No. 3). Funds for this project were budgeted and paid under Budget Account No. 54510, Center No. 1169, Program No. 624. This action will not require additional funding.

CITY ATTORNEY:

The Office of the City Attorney reviewed and approved Specification No. 2694 "As to Form" on February 28, 2008.

TRANSMITTALS:

1. Affidavit of Completion
2. Final MBE/WBE/OBE Report
3. AFA/CO Log
4. Vicinity Map and Before/After Construction Photos



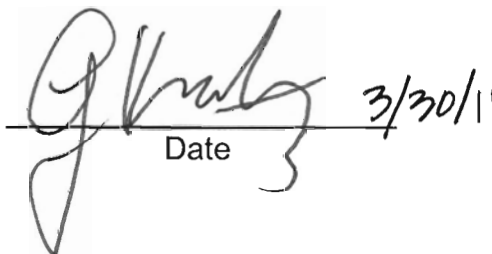
SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division



MICHAEL R. CHRISTENSEN
Deputy Executive Director

APPROVED:

GERALDINE KNATZ, Ph.D.
Executive Director



Date 3/30/11

CA:lh
2694B02CloseOut

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2694
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

CHARLIE PESSA, the PROJECT MGR of GRIFFITH COMPANY,
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the PROJECT MANAGER of GRIFFITH COMPANY
(Title) (Contractor)
and makes the following statements for and on behalf of _____, a
corporation. (Contractor)

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2694, which Specification is a part of Contract
No. 2257, by and between the City of Los Angeles and _____
GRIFFITH COMPANY to the best of my knowledge
(Contractor)

and belief, the Work specified in said Specification and said Contract has been completed
in strict accordance with the Drawings and Specifications therefore, that no lawful debts for
labor or materials are outstanding, and that no federal excise tax has been included in the
contract price;

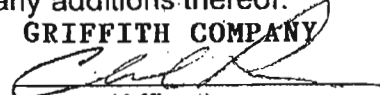
That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be requested
or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for GRIFFITH COMPANY,
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.

GRIFFITH COMPANY


(Affiant)

Subscribed and sworn to before me
this 7TH day of OCTOBER, 2010

CHARLIE PESSA
PROJECT MANAGER

Notary Public in and for said County of
Los Angeles, State of California

Form 308-E
11/12/73

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles }

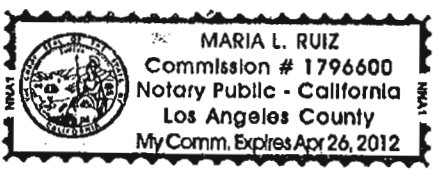
On 10.07.10 before me, Maria L. Ruiz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charlie Pessa
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Maria L. Ruiz
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Affidavit of Completion Spec No. 2694 POLA

Document Date: 10.07.10 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charlie Pessa

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

Signer is Representing: Griffith Company



Signer's Name: _____

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

Signer is Representing: _____



MONTHLY SUBCONTRACTOR MONITORING REPORT (for construction contracts)

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of June 2010 covered by the referenced contract number.

Contract No. 2257 Spec. No. 2694 Division Construction Contractor Administrator Chris Ackopiantz

Contractor Griffith Company Group* OBE Contract Title/Project North Gaffey Street Beautification Project

Original Contract Amount \$2,121,957.50 Contract Start Date 11/3/2008 Contract End Date 6/14/2010

Total Earned Value to Date \$1,253,941.85

Original Proposed Subcontractor Percentages SBE 28.30% MBE 0.00% WBE 0.00% OBE 0.00% DBE 0.00%

Required percentage {in parentheses} {25%}

	Name of Subcontractor	Type of Work Performed	*Group SBE/MBE/WBE/OBE/DBE	PROPOSED		ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1	Electro Construction	Electrical	SBE	\$284,456.00	13.41%	\$316,554.50	111.28%	25.24%
2	Area West Fencing	Fence	SBE	\$40,955.00	1.93%	\$40,988.00	100.08%	3.27%
3	Global Transloading	Haul and Disposal of Lead Soil	SBE	\$126,920.00	5.98%	\$1,900.00	1.50%	0.15%
4	Concrete Coring	Saw Cut and Demo Partial	SBE	\$136,850.00	6.45%	\$4,647.75	3.40%	0.37%
5	Tejeda Trucing	Top Soil Import	SBE	\$11,250.00	0.53%	\$4,350.00	38.67%	0.35%
Subtotal (SBE):				\$600,431.00	28.30%	\$368,440.25	61.36%	29.38%
6	Marina Landscape	Landscaping	OBE	\$370,300.00	17.45%	\$370,300.00	100.00%	29.53%
7								
8								
9								
10								
Subtotal (non-SBE):				\$370,300.00	17.45%	\$370,300.00	100.00%	29.53%

Directions:

Original Proposed Percentage = Original Proposed Amount / Original Contract Amount
 Earned Value to Date Percentage = Earned Value to Date / Original Proposed Amount
 Total Earned Value Percentage = Earned Value to Date / Total Earned Value to Date

*Group = SBE / MBE / WBE / OBE / DBE

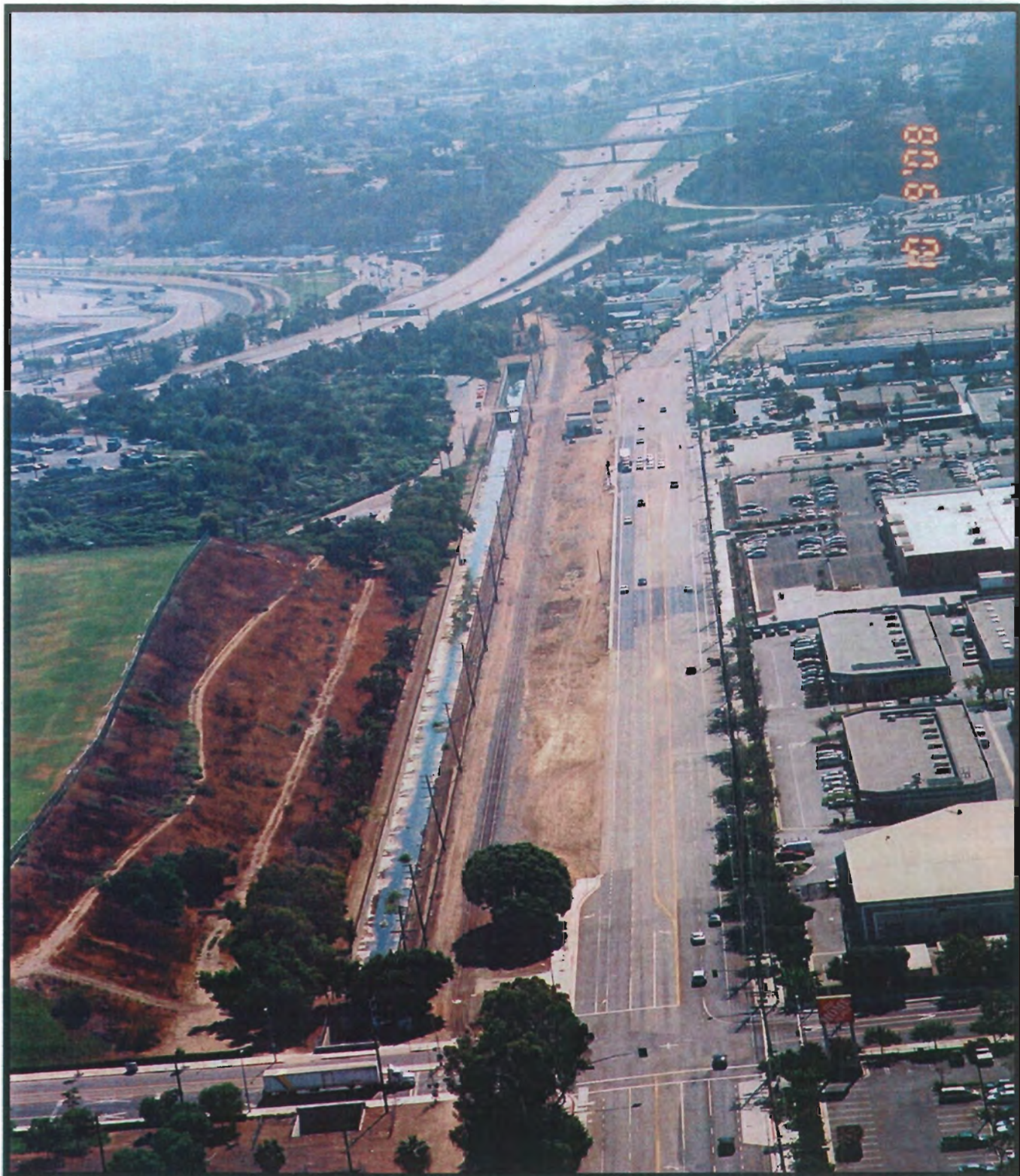
AFA/CO LOG
 PORT OF LOS ANGELES CONSTRUCTION DIVISION
 NORTH GAFFEY STREET BEAUTIFICATION PROJECT
 SPECIFICATION NO. 2694 -CONTRACT NO. 2257

AFA	CO.	Authority for Adjustment Description	Reason	Limit of Authority	Time	To Contractor		Work Started	Comments
1		Add color and Exposed Aggregate to Seating Areas (Concrete Pads)	Design	\$5,365.23	0	3/5/09		Yes	Done
2		Change to Calsense Controller	Scope	\$26,374.00	15	3/12/2009		Yes	Done
3		Relocation of Irrigation Main Line and Domestic Water Line	Scope	\$13,000.00	25	3/18/09		Yes	Done
4	1	Load Correction to Pathway Poles	Design	\$5,808.00	0	7/1/09		Yes	Closeout to CO No. 1
5		Adjustment of Final Bid Quantities	Unforeseen	(\$668,229.90)	0	2/17/11			Final Bid Item Adjustment AFA
Total				-\$617,682.67					
CO.	AFA	Change order Description	Reason	Limit of Authority	Time	To Contractor		Work Started	Comments
1		Load Correction to Pathway Poles	Design	\$6,000.00	0	5/18/09		Yes	Paid under AFA No. 4
Total				\$6,000.00					
NCO.		No Cost Change Order Description	Reason	Limit of Authority	Time	To Contractor		Work Started	Comments

Original Contract Amount	\$2,121,957.00	Percent Changes to Date	-29.11%
Total AFA and CO (max) Authorized to date		-\$617,682.67	

Original Contract	Time	545	Completion	5/1/10
Authorized Date	Change (with allowances)	43	Completion	6/12/10

Design Changes	\$11,173.23	0.53%
Unforeseen Changes	-\$668,229.90	-31.49%
Scope Changes	\$39,374.00	1.86%
Other Changes	\$0.00	0.00%
Total	-\$617,682.67	-29.11%



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SCALE
AS SHOWN

RECOMMENDED FOR APPROVAL

North Gaffey Street Beautification Project

DRAWN:
CHECKED:
DESIGNED:

CHIEF OF DESIGN

BEFORE CONSTRUCTION AREA

ENGR/ARCH

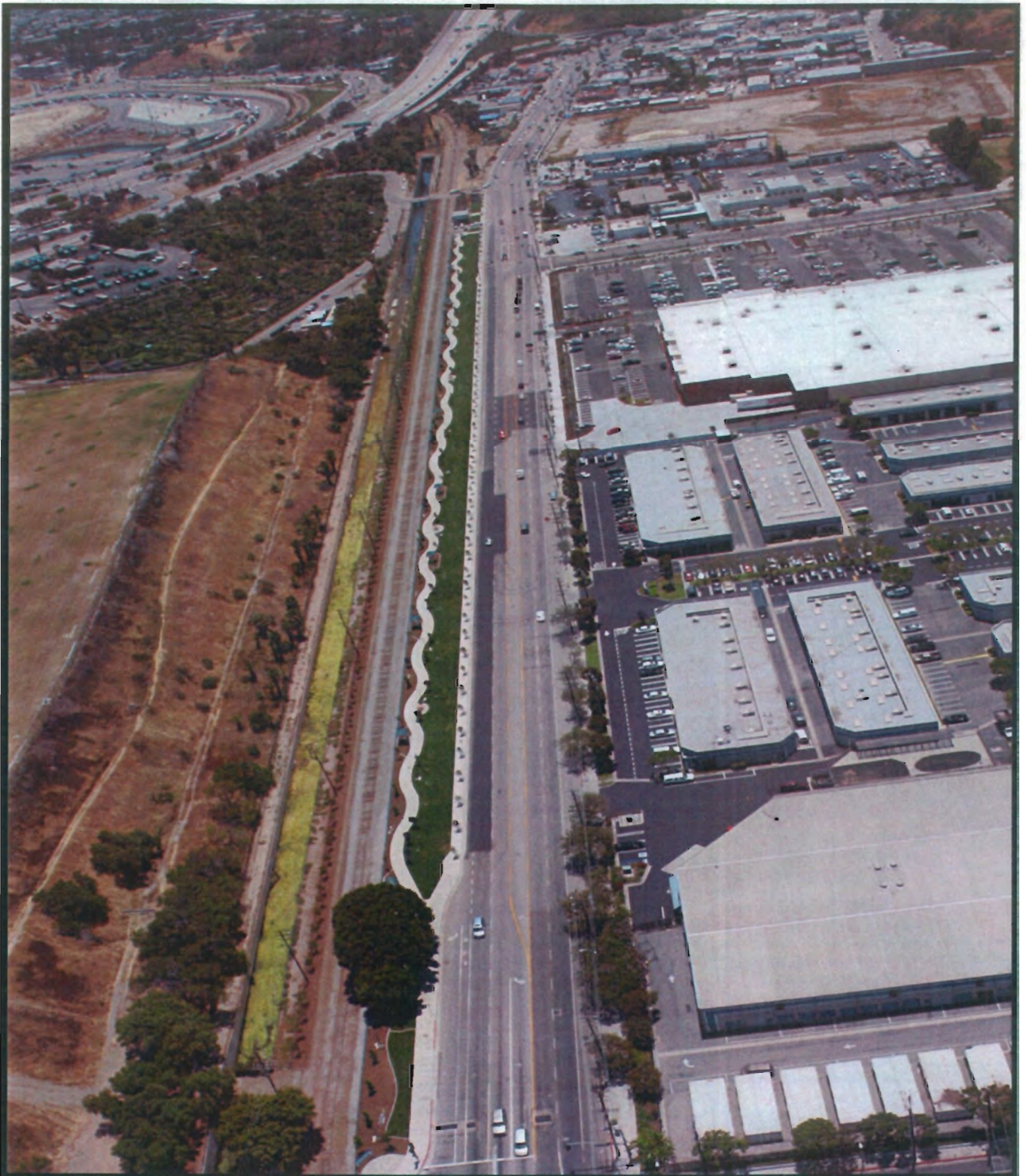
ASSISTANT HARBOR
CHIEF ENGINEER

APPROVED
CHIEF HARBOR ENGINEER




PORT OF LOS ANGELES
CONSTRUCTION DIVISION P.O. BOX 151
SAN PEDRO, CA 90733-0151

SPEC No. 2694



SCALE AS SHOWN	RECOMMENDED FOR APPROVAL	North Gaffey Street Beautification Project	
DRAWN:	CHIEF OF DESIGN	AFTER CONSTRUCTION AREAL	
CHECKED:			
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER	APPROVED	 PORT OF LOS ANGELES
		CHIEF HARBOR ENGINEER	CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151
		SPEC No. 2694	



SCALE AS SHOWN	RECOMMENDED FOR APPROVAL	North Gaffey Street Beautification Project	
DRAWN:	CHIEF OF DESIGN	BEFORE CONSTRUCTION GROUND VIEW	
CHECKED:			
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER	APPROVED	 PORT OF LOS ANGELES CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151
		CHIEF HARBOR ENGINEER	



SCALE
AS SHOWN

RECOMMENDED FOR APPROVAL

North Gaffey Street Beautification Project

DRAWN:
CHECKED:
DESIGNED:

CHIEF OF DESIGN

AFTER CONSTRUCTION GROUND VIEW

ENGR/ARCH

ASSISTANT HARBOR
CHIEF ENGINEER

APPROVED
CHIEF HARBOR ENGINEER



PORT OF LOS ANGELES
CONSTRUCTION DIVISION P.O. BOX 151
SAN PEDRO, CA 90733-0151

SPEC No. 2694



City of Los Angeles
HARBOR DEPARTMENT
Construction Division
AGENDA

Subject: Pre-Bid Meeting
Project Title: NORTH GAFFEY STREET BEAUTIFICATION PHASE II
Specification No. 2833

Date/Time: Tuesday, July 9, 2024 @ 9:00 AM

Location: Harbor Administration Building – Board Room

Constr. Mgr: Peter Ouk | (310) 732-3968 (Tel) | Pouk@portla.org

A. INTRODUCTIONS – Peter Ouk (Project Construction Manager)

1. *Please sign in on the Sign-In Sheet.*
2. *Copies of the attendance list for today's meeting will be made available after the meeting.*

B. INSURANCE REQUIREMENTS – Darrelle Pan

1. See General Conditions, Section 01000 - 05 through 09, Section 00060, and 01000A
2. Post-award insurance submittal only by insurance broker through <http://kwikcomply.org/>

C. Small Business Enterprise (SBE) and Local Business Preference Program (LBPP) – Tricia Carey

1. Project requirement: **SBE (Proprietary) 18%, VSBE (Harbor) 5%** (Section 00012.08)
2. SBE (Proprietary) and VSBE (Harbor) certification **within 10 days of bid closing.**
 - a. Certify on: www.labavn.org, or
 - b. Apply as SBE (Proprietary) on: <https://www.portoflosangeles.org/business/contracting-opportunities/how-to-do-business-with-the-port>
3. **At the time of bid, the SBE (Proprietary) and VSBE (Harbor) participation levels shall be based on the percentage of total contract amount (including the Allowance Bid Items) to be paid to SBE (Proprietary) and VSBE (Harbor) subcontractors and suppliers (Section 00030.06B)**
4. Local Business Enterprise (LBE): up to 8% preference (Section 00030.10)

D. PROJECT LABOR AGREEMENT (PLA), POLA Construction Careers Policy (CCP), and Labor Compliance Requirements – Marlys White

1. Refer to PLA and CCP for Local Hire, Transitional Workers, Apprentice, etc. requirements (**Appendix “A”**)
 - a. Review revised definitions in the 2017-2027 PLA
 - b. Letter of Assent, Employee Hiring Plan, Core Workforce List
2. Pre-job conference with Unions required after contract award
3. Prevailing wage is required (Section 01000.06)
4. Apprentice Utilization on Public Works: **20%** (Section 01000.09, **Appendix “A”**)

E. BOND ASSISTANCE PROGRAM – Renata Torres 213-258-3085, rtorres@imwis.com

F. PROJECT OVERVIEW / SUMMARY OF WORK – Peter Ouk

1. Summary of Work: Specification No. **2833** (Section 01 11 00)
Project consists of landscape, hardscape, and Caltrans pedestrian path and parking lot. Work includes but is not limited to removal of existing pavement, installation of shrubs, groundcover, landscape, and hardscape, installation of a multi-use concrete path, chain link fencing, irrigation system, light poles, security cameras, utility connections, trenching required for conduits, and striping in accordance with Drawing Nos. 1-3529 and 1-3530.
2. Contract Time: **450** Calendar Days from the Notice to Proceed (Section 00060.1.3)
3. Engineer's Estimate: **\$3.80 - \$4.20 Million**
4. **Liquidated Damage** – (Section 00060.1.4)
 - **\$2,100** per Calendar Day

G. GENERAL PROJECT INFORMATION - Peter Ouk

1. Class **A** California Contractor's License is required (Section 00012.12)
2. Percentage of contract work to be completed by the Prime should be at least 50% (Section 00022.14b)
3. All contractors and subcontractors must register and be active (not expired) on the State of California Department of Industrial Relations website prior to submitting a bid (Section 00012.17) – <https://www.dir.ca.gov/Public-Works/PublicWorks.html>
4. Review POLA General Conditions, notably Contractor mark-up percentages (Section 01000.35)
5. **All subcontractors, whose work will be in excess of one-half of one percent of the bidder's total bid or \$10,000, whichever is greater, must be listed on CDBON, including work performed under Allowance Bid Items. (Sections 00022.14a)**
6. See Specification Section 00012.09 for documents required to be submitted by the first three apparent low bidders within 4 business days after bids are closed.
7. **Regulatory Requirements** – Section 01 41 00
8. **Coordination** – Section 01 31 13
 - Terminal operations cannot be interrupted.
 - Contractor shall coordinate with Tenant and railroad during construction.
9. **Site Construction Performance Requirements** – Section 01 89 00
10. **Inspection** – A Harbor Department Construction Inspector will be assigned to the project.
11. **Addendum – None at the moment**

H. PORT OF LA CONSTRUCTION DIVISION BUSINESS OPPORTUNITY NETWORK (CDBON)

1. All bidders must be registered on CDBON. Allow for one business day for registration process.
 - <https://www.planetbids.com/portal.cfm?CompanyID=42217>, or
 - <https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids>
2. Plan Holders' List, Specifications, Reference Documents, Q&A, and Addenda will be posted on CDBON.
3. The Attendance List along with the Agenda from today's Pre-Bid meeting will be made available on CDBON after the meeting.
4. Preliminary answer to questions asked at today's meeting will be superseded with final responses on the Q&A section listed on CDBON.
5. All questions must be submitted in writing at least 2 days prior to bid closing via CDBON.

***** Bidders are responsible to check CDBON for all questions and answer related to this project.**

I. Bid Closing on CDBON – Peter Ouk

1. Bids are due at or before **2:45 PM (Pacific Time)**, on **Tuesday, August 6, 2024**
Note the countdown clock on the upper right corner of the website for each project.
2. Bid results will be available immediately after 2:45:00 P.M. on CDBON. The Port will calculate the LBPP percentages and update the bid result, if necessary.
3. Be sure to upload all required documents when submitting your bid. All required documents must be uploaded to CDBON in order for a bid to be responsive. The Port highly recommends that Prime Contractors fill out forms and upload documents early.
4. Refer to the “**Bidder’s Checklist**” – Spec. **Section 0022.21**
5. A job site walk will be held following the conclusion of the pre-bid conference.

J. Q&A

MM AES-3: Beautification Plans
2008 MMRP

SIGN LICENSE AGREEMENT

This Sign License Agreement ("Agreement") is made by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Licensor"), and COMBINED COMMUNICATIONS CORPORATION, dba GANNETT OUTDOOR CO. OF SOUTHERN CALIFORNIA, a Delaware corporation ("Licensee").

PART I - BASIC TERMS

A. PREMISES

The term "Premises" shall refer to that portion of Licensor's property described as Pacific EL 100 feet S/O Channel, located in the City of San Pedro, County of Los Angeles, State of California, as further defined in Section A, Part II, General Terms, hereof.

B. USE OF PREMISES

Licensor hereby permits the erection and maintenance by Licensee, at Licensee's sole expense and risk, upon the terms and conditions set forth herein, of one (1) Sign with one (1) Display Facing(s) with a maximum Display Area of three hundred (300) square feet, in accordance with the details contained in the Plat of License, dated July 29, 1994, attached hereto and made a part hereof. The maximum Display Area shall apply on an individual basis to each Display Facing permitted hereunder.

C. DESCRIPTION OF SIGN

One (1) 12' X 25' Single Faced Poster Panel

D. EFFECTIVE DATE

The commencement date of this Agreement ("Effective Date") shall be April 1, 1994.

E. LICENSE FEE

As monetary consideration for the use of the Premises, Licensee shall pay Licensor a license fee ("License Fee") of Eighty-six Dollars (\$86.00) per month, payable in advance commencing on the Effective Date.

The License Fee shall be subject to an upward CPI adjustment on each anniversary of the Effective Date ("Adjustment Date") as follows:

The base for computing the adjustment shall be the Consumer Price Index for All Urban Consumers (base year (1967 = 100) for the United States, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Effective Date ("Beginning Index"). The Index published most immediately preceding the anniversary of the Effective Date then occurring ("Extension Index") shall be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the License Fee for the following year shall be set by multiplying the License Fee set forth above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

In no case shall the License Fee, as adjusted, be less than the License Fee in effect immediately prior to such

adjustment.

If the Index is changed so that the base year is other than 1967, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised.

Licensor, in its sole discretion, shall have the right to adjust the License Fee then in effect, in addition to the upward cost-of-living adjustment set forth above, upon thirty (30) days' notice to Licensee.

F. REQUIRED NOTIFICATIONS PRIOR TO COMMENCEMENT OF WORK

For the term hereof, Licensee shall give Licensor a minimum of five (5) days' advance notice of the time Licensee proposes to perform any work on the Sign, the Premises or the land of Licensor, other than the normal maintenance and changing of advertising copy, by contacting Licensor's Real Estate Department at (213) 780-6939. Further, Licensee, at least five (5) days prior to performing any digging activities on the land of Licensor shall contact Southern Pacific Telecommunications Company at 1-800-283-4237 (a 24-hour number) to determine if a telecommunications system is buried anywhere on or about the Premises.

Prior to commencing any proposed construction on, or alteration of, the Premises, Licensee further agrees to contact Licensor's Real Estate Department at the telephone number provided above, to determine if there are petroleum pipelines located adjacent to the Premises. If Licensor determines that such pipelines exist, Licensee agrees to contact, and shall notify, Underground Service Alert/"Call Before You Dig" at 1-800-422-4133, at least seven (7) days prior to commencing any proposed construction on, or alteration of, the Premises, and shall not commence any such construction or alteration without the prior written consent of the authorized representative or owner of said pipeline.

G. AMOUNT OF REQUIRED INSURANCE COVERAGE

Licensee shall maintain minimum limits of coverage for any insurance policy required herein in the amount of Two Million Dollars (\$2,000,000.00) for the term hereof.

H. ADDRESSES FOR NOTICES

To Licensor: SOUTHERN PACIFIC TRANSPORTATION COMPANY
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754-7605
Attention: Real Estate Department

To Licensee: GANNETT OUTDOOR COMPANY
1731 Workman Street
Los Angeles, CA 90031

The General Terms set forth in the attached Part II, General Terms, are incorporated into and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

LICENSOR:

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**


By: 
Signature

H. D. Caldwell
Name

Assistant Regional Director
Title

LICENSEE:

**COMBINED COMMUNICATIONS CORP. dba
GANNETT OUTDOOR CO. OF SOUTHERN
CALIFORNIA**

By: 
Signature

Charles J. Duggett
Name

ASSET MANAGER
Title

NOTE - If Licensee is an incorporated company, this Agreement should be executed by an authorized officer thereof and his title indicated; otherwise, signatures should be witnessed by an employee of Licensor, if practicable, or, if not, by a disinterested party.

SIGN LICENSE AGREEMENT

PART II - GENERAL TERMS

A. DEFINITIONS

1. "Sign" shall mean, collectively, an outdoor advertising sign structure, including without limitation all concrete footings, subsurface improvements and other support structures, illumination facilities and connections (if applicable), service ladders and other appurtenances thereto.
2. "Premises" shall mean that portion of Licensor's property described in Section A, Part I, Basic Terms hereof and as may be further described by any other Plat of License or other attachment hereto. The Premises shall be limited to a rectangular tract of land immediately below the Sign's Display Facing, as defined below, and shall include all necessary air rights.
3. "Gross Advertising Revenue" shall mean the sum of all monies, and the actual value of any non-monetary consideration actually received by Licensee (excluding bonus or public service use), payable to Licensee on account of the sale of advertising space on a Display Facing.
4. "Net Advertising Revenue" shall mean Gross Advertising Revenue less any advertising agency commissions incurred in the sale of advertising space on the Display Facing and actually paid by Licensee to a bona fide third party.
5. "Display Facing" shall mean a flat surface that is mounted, hung, or otherwise attached to the Sign, and on which advertising copy or other messages are affixed by any means for the purpose of being viewed by the public.
6. "Display Area" shall mean the gross surface area of the Display Facing obtained by multiplying the length by the width of same and shall include all borders, trim, molding, and other ornamental appurtenances thereto.

B. PREMISES

1. Licensor, in its sole discretion, shall have the right to designate the exact location of the Premises on Licensor's property.
2. Licensor shall have the right to enter upon the Premises at all times.
3. Licensee shall maintain the Sign in good repair and appearance and shall maintain the Premises free and clear of weeds and other debris.
4. Licensee may use land of Licensor adjoining the Premises for the sole purpose of erecting, maintaining and removing the Sign.

C. USE OF PREMISES

1. Mechanical or electronic mechanisms capable of displaying multiple messages and covering more than fifty percent (50%) of the maximum Display Area for any Display Facing are not permitted under this Agreement without the express prior written consent of Licensor.
2. Licensee, at its own expense, shall maintain the Sign in a safe manner, and shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county, or federal governmental authority or agency, whenever enacted, governing or regulating the erection or continued maintenance of the Sign, and defend, indemnify and hold Licensor harmless in any dispute which may arise between Licensee and any such

governmental authority or agency concerning the Sign. Licensee shall bear any and all costs of obtaining any building or electrical permits and/or licenses from any governmental authority or agency required in order for Licensee to erect or maintain the Sign and also shall pay, before delinquency, all taxes, assessments, penalties or fines which may be levied or assessed upon or against the Sign, the Premises or other property of Licensor by reason of the existence of the Sign.

3. Licensee shall not advertise on any Display Facing on the Sign any product or service which competes directly with any product or service of Licensor. Licensee shall not advertise any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

4. Licensee specifically warrants that it is erecting and will maintain the Sign on the Premises at Licensee's sole expense and risk, and that Licensee shall bear the entire cost of constructing, relocating, maintaining and operating the Sign. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in furnishing any materials or performing any labor in connection with the Sign, including, without limitation furnishing such watchmen, flagmen and inspectors as Licensor deems necessary. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to indicate that Licensor is acting as a joint venturer with Licensee in the erection or maintenance of the Sign and Licensor shall not be held liable for any actions of Licensee with respect to the Sign, the Premises or this Agreement.

5. Without limiting the foregoing, Licensee accepts fully all risks associated with locating the Sign adjacent to an operating transportation corridor. If the Sign is destroyed or otherwise damaged due to any cause incidental to the transportation, pipeline or communications business, including, but not limited to, train derailments and related events, Licensee shall bear the full cost thereof, and shall not seek any reimbursement, compensation, or other consideration from Licensor as a result thereof.

6. In the event land abutting the Premises is designated as a freeway or a limited freeway, Licensor does not guarantee, nor shall anything herein contained be construed as granting to Licensee, the right of ingress to or egress from the Premises from said freeway or limited freeway for the erection, maintenance, servicing or removal of the Sign.

7. Licensee's use of the Premises shall be in a manner satisfactory to Licensor, and in such manner as shall not hinder or conflict with the use of the Premises or adjoining property of Licensor by Licensor or its tenant(s), if any.

D. LICENSE FEE

1. Licensor, in its sole discretion, shall have the right to adjust the License Fee, Base Fee or Overage upon thirty (30) days' advance notice to Licensee.

2. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated with reference to each Display Facing on the Sign. The maximum allowable offset for advertising agency commissions for any Display Facing shall not be greater than sixteen and two-thirds percent (16.67%) of Gross Advertising Revenue for any monthly period for the Display Facing. If a Sign has more than one (1) Display Facing, the Base Fee for the Sign shall be allocated to each Display facing on an equal basis. There shall be no deduction or offset to Overage due for any other monthly period or the Base Fee for the Sign from the calculation of Overage for any Display Facing.

For example, a Sign has two (2) Display Facings. The Base Fee for the Sign is \$150.00 per month. Display Facing No. 1 ("DF1") generates Gross Advertising Revenue of \$600.00 per month. Display Facing No. 2 ("DF2") generates Gross Advertising Revenue of \$350.00 per month. Licensee pays the maximum advertising agency commission rate of 16.67% for the sale of space on DF1 and no commissions for DF2. The percentage factor set by the Licensor is 22.5%. Overage for this monthly period would be calculated as follows:

(1) Determine Net Advertising Revenue for each Display Facing.

Gross Advertising Revenue - Agency Commissions = Net Advertising Revenue.

- For DF1: $\$600.00 - (\$600.00 \times .1667) = \$500.00$ (Rounded to nearest dollar)
- For DF2: $\$250.00 - (\$350.00 \times 0) = \$250.00$

(2) Calculate Base Fee for each Display Facing.

Base Fee for Sign \div Number of Display Facings = Base Fee for Display Facing.

- For DF1: $\$150.00 \div 2 = \75.00
- For DF2: $\$150.00 \div 2 = \75.00

(3) Calculate Overage for each Display Facing.

(Net Advertising Revenue for Display Facing X License Fee Percentage Factor) - Base Fee for Display Facing = Overage for Display Facing.

- For DF1: $(\$500.00 \times .225) - \$75.00 = \$37.50$
- For DF2: $(\$350.00 \times .225) - \$75.00 = \$3.75$

Overage due for the Sign for the monthly period illustrated above would be the sum of the monthly Overage for each Display Facing as calculated above, as follows: $\$37.50 + \$3.75 = \$41.25$. Licensee shall not be entitled to any offset or deduction to Overage for any Display Facing if calculation (3) above results in a negative number.

3. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated for each Display Facing on the Sign on the basis of two (2) six month periods per calendar year (January through June and July through December). Overage shall be payable to Licensor semiannually in arrears on February 1 and August 1 of each calendar year. Each payment shall be accompanied by a written statement reviewed and verified by a financial officer of Licensee setting forth the following information (on Licensor's standard reporting form, to the extent applicable) with respect to each Display Facing on the Sign for the preceding six (6) month period (January through June or July through December, as applicable: Licensee sign number and Licensor lease audit number, Gross Advertising Revenue, and Net Advertising Revenue. Licensee hereby certifies that each such written statement by a financial officer of Licensee shall be true, complete and correct.

4. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, Licensee shall keep and maintain, for a period of five (5) years from the date Licensee provides the same to Licensor, a full set of books and records relating to the Sign, including without limitation the information contained in Licensor's standard reporting form, advertising contracts, revenue reports, rate cards and any other supporting data, documents or information, databases or computer programs relating to such information or the Sign. Licensor, its agents, and/or representatives shall have the right to perform an audit of all of the above information during regular business hours wherever such materials may be located. Any amount found to be underpaid by Licensee shall become immediately due and payable upon Licensor's demand. Should the results of the audit indicate that Licensee understated any Overage owed Licensor by more than ten percent (10%) of the Base Fee for any semiannual reporting period, Licensee shall pay Licensor's reasonable costs (including reasonable internal costs) incurred in performing said audit upon demand, together with interest on the amount not paid at the rate of ten percent (10%) per annum from the due date.

5. Acceptance by Licensor of any License Fee, Base Fee or Overage shall not be construed as a waiver of Licensor's right to terminate this Agreement. The License Fee shall be payable without deduction or offset of any kind. In the event this Agreement is terminated and Licensee is not in default hereunder, any unearned License Fee in excess of Fifty Dollars (\$50.00) shall be refunded to Licensee upon request. Licensee shall indicate the Licensor's lease audit number provided herein on all payments due hereunder. Any payment

received by Licensor fifteen (15) days after the due date shall include a late charge of ten percent (10%) of the amount owed.

E. UNDERGROUND FACILITIES ON OR ABOUT THE PREMISES

1. Absence of markers does not constitute a warranty by Licensor of no subsurface installations at or about the Premises.
2. If upon contacting Southern Pacific Telecommunications Company as required in Section E., Part I, Basic Terms hereto, it is determined that a telecommunications system is buried anywhere on or about the Premises, Licensee, at Licensee's sole expense, shall contact the owner of the system, arrange for a cable locator, and make arrangements for the necessary protection or relocation of the system prior to beginning any work or any below ground excavation on or about the Premises. No protection or relocation of the system or any part thereof shall be allowed without the prior written consent of the owner thereof.

F. INDEMNIFICATION AND INSURANCE

1. Licensee shall release, defend (with counsel satisfactory to Licensor), hold harmless and indemnify Licensor from and against all claims, damages, losses, penalties, liabilities, suits and costs and expenses (including reasonable attorneys' fees) for any damage to property or any death of or injury to persons (including damage to property of Licensor or its tenant(s) and death of or injury to employees, agents, and invitees of Licensor or its tenant(s)) arising or resulting from:

- (a) the use of the Premises by Licensee, its agents, employees or invitees;
- (b) the use of any property of Licensor for access to or from the Sign;
- (c) the location or condition of the Premises or any part thereof, or
- (d) breach of the provisions of this Agreement by Licensee,

regardless of whether such claims, damages, losses, penalties, liabilities, suits and costs and expenses are caused by or contributed to by the negligence, active or passive, of Licensor.

The term "Licensor" as used in this section shall include the successors, assigns and affiliated companies of Southern Pacific Transportation Company and any railroad company operating upon Licensor's track.

2. Licensee shall maintain an insurance policy insuring its obligations under this Agreement and related sign license agreements with Licensor, shall name Licensor as an additional insured on said insurance policy, shall maintain limits of coverage for said insurance in the amount as required in Part I, Basic Terms, Section F hereof and shall provide a certificate of said insurance policy upon Licensor's request. Licensee shall increase the amount of said insurance to such limits as Licensor may reasonably request upon thirty (30) days' prior written notice from Licensor to Licensee.

G. TERMINATION

1. This Agreement may be terminated by either party without cause upon thirty (30) days' advance written notice to the other party.

2. In the event of any such termination of this Agreement, Licensee, shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements, and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in a manner acceptable to Licensor, on or before the date ("Removal and Restoration Date") ten (10) days after the effective date of termination. If Licensee fails to remove the Sign and restore the Premises on or before the Removal and Restoration Date, Licensor, in its sole discretion, may elect (a) to accept Licensee's title and interest in the Sign and in such event the Sign shall become the property of Licensor, and Licensee shall be deemed to have granted to Licensor all its right, title and interest in and to the Sign and all governmental permits or licenses relating to the Sign or (b) to remove the Sign and restore the Premises to said satisfactory condition, at the sole cost of Licensee. This Agreement, with all terms contained herein, including the payment of the License Fee, shall remain in effect until such time as the Sign is removed and the Premises restored, either by Licensee or by

Licensor at Licensee's expense or until Licensor notifies Licensee of its acceptance of Licensee's title and interest in the Sign.

3. No termination of this Agreement shall release Licensee from any liability which may have attached or accrued prior to, or which may be accruing at, the time of such termination, nor from any obligation or other indemnity contained herein.

4. Notwithstanding any other provision of this Agreement, due to the unique nature and demands of the transportation, pipeline and communication business, it is expressly agreed by the parties hereto, that Licensor, at its sole discretion, shall have the right to terminate this Agreement upon twenty-four (24) hours' notice and require immediate removal of the Sign within that period if necessary for any rail, pipeline, or any other communication or transportation need, purpose or project.

H. EMINENT DOMAIN

Licensee shall not be entitled to any award payable in connection with any exercise of eminent domain or transfer in lieu thereof affecting Licensor's property, or Licensor's or Licensee's interest in this Agreement, provided that Licensee shall be entitled to any proceeds specifically attributable to the structure and physical appurtenances constituting the Sign.

I. TAXES

Any privilege, sales, gross income, or other tax (not including income tax) imposed upon the License Fee, or upon Licensor in an amount measured by the License Fee, shall be paid by Licensee.

J. UTILITIES

Licensee shall pay for all electricity and other utilities used in connection with the Sign.

K. SIGNBOARD INVENTORY CONTROL TAGS

Licensee, at its own expense, shall affix, and periodically change as required by Licensor, Licensor's Sign Inventory Control Tag ("Tag"), on the supporting structure of the Sign in a manner acceptable to Licensor and in a location readily visible from the main travelled way of the street or highway toward which the Sign is oriented. The Tag shall be the property of Licensor.

L. NOTIFICATION

Notices required by this Agreement shall be deemed sufficiently given if delivered personally or sent by registered or certified prepaid mail, to the address provided below for Licensee and Licensor, respectively, or to any other such address as such party shall advise the other in writing. Any such notice shall be deemed to have been given as of the date so delivered, if delivered personally, or as of the date the same is deposited in the United States mail, as the case may be. Licensee shall indicate the Licensor's lease audit number provided herein on all notices or other correspondence related to this Agreement.

M. ASSIGNMENT AND LIENS

This Agreement is personal to Licensee, and neither this Agreement nor any interest therein may be assigned or transferred in whole or in part by Licensee except to another entity owned or controlled by Licensee or under the control of Licensee. Licensee shall not allow any encumbrance or mechanic's lien to attach to the Sign or the Premises (or any other property of Licensor) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any attempted assignment or transfer in violation of this Section M shall be void. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In the event Licensee desires to sell or otherwise convey the Sign covered by this Agreement, Licensor reserves the right to charge Licensee a reasonable fee related to the expense to Licensor for the issuance of a new license agreement to the buyer.

N. JURISDICTION

This Agreement shall be governed by the laws of the State in which the Sign is located.

O. ATTORNEY'S FEES

If any litigation between the parties arises out of this Agreement, the prevailing party shall be entitled to recover from the other party the reasonable costs and attorneys' fees it incurs therein. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same or any other provision.

P. CAPTIONS

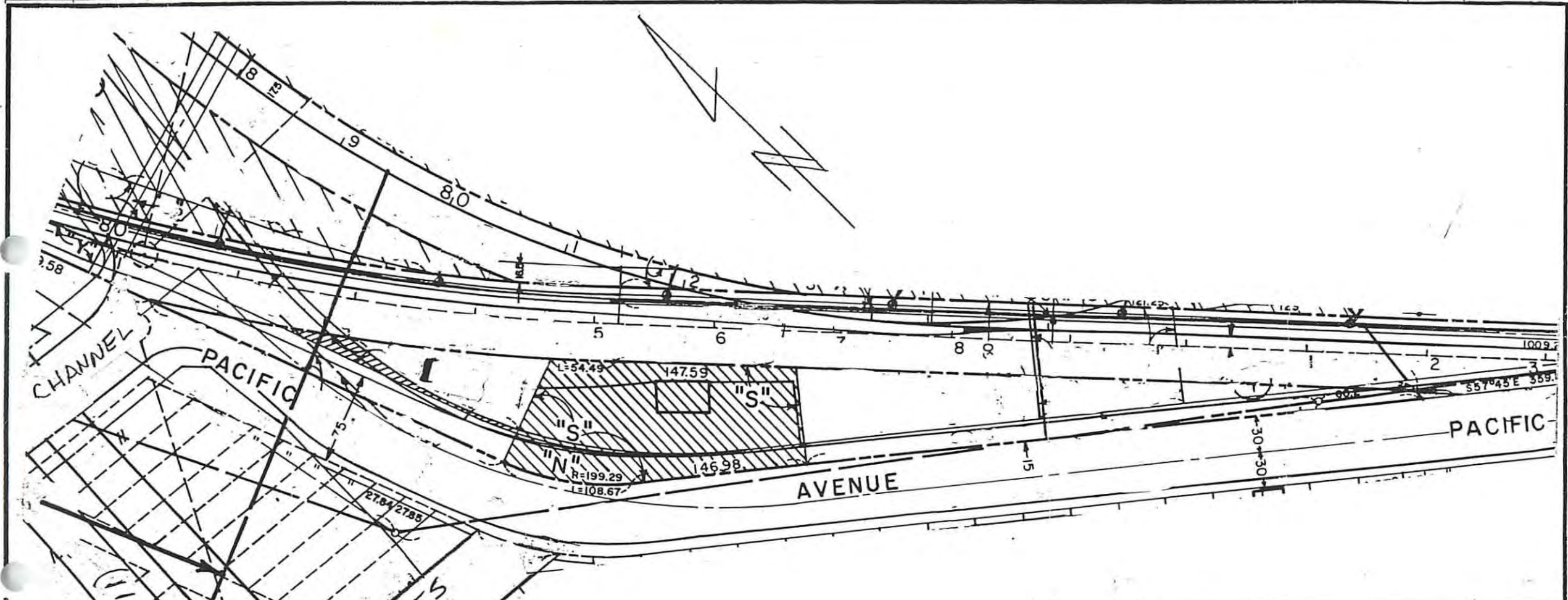
The captions contained in this Agreement are for the purpose of convenience only and are not to be used to interpret or construe this Agreement.

Q. ENTIRE AGREEMENT AND AMENDMENT

This Agreement shall constitute the sole agreement between the parties relating to the Sign and the Premises. Neither party shall be bound by any statements, promises, or warranties, oral or written, unless such statements, promises, or warranties are specifically set forth in this Agreement or set forth in any applicable master agreement or specific addendum hereto.

GNET70AB.94

14370	159981N	7233	PACIFIC	EL.	100 FT.	S/O	CHANEL	SAN PEDRO	LOS ANGELES	CALIFORNIA	1	Y	12'	25'	12'	S
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——— RED ——— SIGN LICENSE AREA
 - - - - - S.P.T. Co. PROPERTY LINES

EXHIBIT A

Southern Pacific Lines REAL ESTATE DEPT. - WESTERN REGION/SOUTH	
SAN PEDRO SIGN LICENSE TO GANNETT OUTDOOR ADVERTISING	
SCALE	1" = 100'
VAL. SEC.	124-22 SHEET 1C
ROUTE NO.	BG M.P. 506.10
DATE	07-29-94
REVISED TO	
DRAWN BY	DM
CHECKED BY	
DRAWING NO.	159891 N
SHEET NO.	10F1
FILE DRAWER	

SIGN LICENSE AGREEMENT

This Sign License Agreement ("Agreement") is made by and between **SOUTHERN PACIFIC TRANSPORTATION COMPANY**, a Delaware corporation ("Licensor"), and **COMBINED COMMUNICATIONS CORPORATION, dba GANNETT OUTDOOR CO. OF SOUTHERN CALIFORNIA**, a Delaware corporation ("Licensee").

PART I - BASIC TERMS

A. PREMISES

The term "Premises" shall refer to that portion of Licensor's property described as Pacific EL 100 feet S/O Channel, located in the City of San Pedro, County of Los Angeles, State of California, as further defined in Section A, Part II, General Terms, hereof.

B. USE OF PREMISES

Licensor hereby permits the erection and maintenance by Licensee, at Licensee's sole expense and risk, upon the terms and conditions set forth herein, of one (1) Sign with one (1) Display Facing(s) with a maximum Display Area of three hundred (300) square feet, in accordance with the details contained in the Plat of License, dated July 29, 1994, attached hereto and made a part hereof. The maximum Display Area shall apply on an individual basis to each Display Facing permitted hereunder.

C. DESCRIPTION OF SIGN

One (1) 12' X 25' Single Faced Poster Panel

D. EFFECTIVE DATE

The commencement date of this Agreement ("Effective Date") shall be April 1, 1994.

E. LICENSE FEE

As monetary consideration for the use of the Premises, Licensee shall pay Licensor a license fee ("License Fee") of Eighty-six Dollars (\$86.00) per month, payable in advance commencing on the Effective Date.

The License Fee shall be subject to an upward CPI adjustment on each anniversary of the Effective Date ("Adjustment Date") as follows:

The base for computing the adjustment shall be the Consumer Price Index for All Urban Consumers (base year (1967 = 100) for the United States, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Effective Date ("Beginning Index"). The Index published most immediately preceding the anniversary of the Effective Date then occurring ("Extension Index") shall be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the License Fee for the following year shall be set by multiplying the License Fee set forth above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

In no case shall the License Fee, as adjusted, be less than the License Fee in effect immediately prior to such

adjustment.

If the Index is changed so that the base year is other than 1967, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised.

Licensor, in its sole discretion, shall have the right to adjust the License Fee then in effect, in addition to the upward cost-of-living adjustment set forth above, upon thirty (30) days' notice to Licensee.

F. REQUIRED NOTIFICATIONS PRIOR TO COMMENCEMENT OF WORK

For the term hereof, Licensee shall give Licensor a minimum of five (5) days' advance notice of the time Licensee proposes to perform any work on the Sign, the Premises or the land of Licensor, other than the normal maintenance and changing of advertising copy, by contacting Licensor's Real Estate Department at (213) 780-6939. Further, Licensee, at least five (5) days prior to performing any digging activities on the land of Licensor shall contact Southern Pacific Telecommunications Company at 1-800-283-4237 (a 24-hour number) to determine if a telecommunications system is buried anywhere on or about the Premises.

Prior to commencing any proposed construction on, or alteration of, the Premises, Licensee further agrees to contact Licensor's Real Estate Department at the telephone number provided above, to determine if there are petroleum pipelines located adjacent to the Premises. If Licensor determines that such pipelines exist, Licensee agrees to contact, and shall notify, Underground Service Alert/"Call Before You Dig" at 1-800-422-4133, at least seven (7) days prior to commencing any proposed construction on, or alteration of, the Premises, and shall not commence any such construction or alteration without the prior written consent of the authorized representative or owner of said pipeline.

G. AMOUNT OF REQUIRED INSURANCE COVERAGE

Licensee shall maintain minimum limits of coverage for any insurance policy required herein in the amount of Two Million Dollars (\$2,000,000.00) for the term hereof.

H. ADDRESSES FOR NOTICES

To Licensor: SOUTHERN PACIFIC TRANSPORTATION COMPANY
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754-7605
Attention: Real Estate Department

To Licensee: GANNETT OUTDOOR COMPANY
1731 Workman Street
Los Angeles, CA 90031

The General Terms set forth in the attached Part II, General Terms, are incorporated into and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

LICENSOR:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY


By: 
Signature

H. D. Caldwell
Name

Assistant Regional Director
Title

LICENSEE:

COMBINED COMMUNICATIONS CORP. dba
GANNETT OUTDOOR CO. OF SOUTHERN
CALIFORNIA

By: 
Signature

Charles J. Duggett
Name

ASSET MANAGER
Title

NOTE - If Licensee is an incorporated company, this Agreement should be executed by an authorized officer thereof and his title indicated; otherwise, signatures should be witnessed by an employee of Licensor, if practicable, or, if not, by a disinterested party.

SIGN LICENSE AGREEMENT

PART II - GENERAL TERMS

A. DEFINITIONS

1. "Sign" shall mean, collectively, an outdoor advertising sign structure, including without limitation all concrete footings, subsurface improvements and other support structures, illumination facilities and connections (if applicable), service ladders and other appurtenances thereto.
2. "Premises" shall mean that portion of Licensor's property described in Section A, Part I, Basic Terms hereof and as may be further described by any other Plat of License or other attachment hereto. The Premises shall be limited to a rectangular tract of land immediately below the Sign's Display Facing, as defined below, and shall include all necessary air rights.
3. "Gross Advertising Revenue" shall mean the sum of all monies, and the actual value of any non-monetary consideration actually received by Licensee (excluding bonus or public service use), payable to Licensee on account of the sale of advertising space on a Display Facing.
4. "Net Advertising Revenue" shall mean Gross Advertising Revenue less any advertising agency commissions incurred in the sale of advertising space on the Display Facing and actually paid by Licensee to a bona fide third party.
5. "Display Facing" shall mean a flat surface that is mounted, hung, or otherwise attached to the Sign, and on which advertising copy or other messages are affixed by any means for the purpose of being viewed by the public.
6. "Display Area" shall mean the gross surface area of the Display Facing obtained by multiplying the length by the width of same and shall include all borders, trim, molding, and other ornamental appurtenances thereto.

B. PREMISES

1. Licensor, in its sole discretion, shall have the right to designate the exact location of the Premises on Licensor's property.
2. Licensor shall have the right to enter upon the Premises at all times.
3. Licensee shall maintain the Sign in good repair and appearance and shall maintain the Premises free and clear of weeds and other debris.
4. Licensee may use land of Licensor adjoining the Premises for the sole purpose of erecting, maintaining and removing the Sign.

C. USE OF PREMISES

1. Mechanical or electronic mechanisms capable of displaying multiple messages and covering more than fifty percent (50%) of the maximum Display Area for any Display Facing are not permitted under this Agreement without the express prior written consent of Licensor.
2. Licensee, at its own expense, shall maintain the Sign in a safe manner, and shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county, or federal governmental authority or agency, whenever enacted, governing or regulating the erection or continued maintenance of the Sign, and defend, indemnify and hold Licensor harmless in any dispute which may arise between Licensee and any such

governmental authority or agency concerning the Sign. Licensee shall bear any and all costs of obtaining any building or electrical permits and/or licenses from any governmental authority or agency required in order for Licensee to erect or maintain the Sign and also shall pay, before delinquency, all taxes, assessments, penalties or fines which may be levied or assessed upon or against the Sign, the Premises or other property of Licensor by reason of the existence of the Sign.

3. Licensee shall not advertise on any Display Facing on the Sign any product or service which competes directly with any product or service of Licensor. Licensee shall not advertise any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

4. Licensee specifically warrants that it is erecting and will maintain the Sign on the Premises at Licensee's sole expense and risk, and that Licensee shall bear the entire cost of constructing, relocating, maintaining and operating the Sign. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in furnishing any materials or performing any labor in connection with the Sign, including, without limitation furnishing such watchmen, flagmen and inspectors as Licensor deems necessary. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to indicate that Licensor is acting as a joint venturer with Licensee in the erection or maintenance of the Sign and Licensor shall not be held liable for any actions of Licensee with respect to the Sign, the Premises or this Agreement.

5. Without limiting the foregoing, Licensee accepts fully all risks associated with locating the Sign adjacent to an operating transportation corridor. If the Sign is destroyed or otherwise damaged due to any cause incidental to the transportation, pipeline or communications business, including, but not limited to, train derailments and related events, Licensee shall bear the full cost thereof, and shall not seek any reimbursement, compensation, or other consideration from Licensor as a result thereof.

6. In the event land abutting the Premises is designated as a freeway or a limited freeway, Licensor does not guarantee, nor shall anything herein contained be construed as granting to Licensee, the right of ingress to or egress from the Premises from said freeway or limited freeway for the erection, maintenance, servicing or removal of the Sign.

7. Licensee's use of the Premises shall be in a manner satisfactory to Licensor, and in such manner as shall not hinder or conflict with the use of the Premises or adjoining property of Licensor by Licensor or its tenant(s), if any.

D. LICENSE FEE

1. Licensor, in its sole discretion, shall have the right to adjust the License Fee, Base Fee or Overage upon thirty (30) days' advance notice to Licensee.

2. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated with reference to each Display Facing on the Sign. The maximum allowable offset for advertising agency commissions for any Display Facing shall not be greater than sixteen and two-thirds percent (16.67%) of Gross Advertising Revenue for any monthly period for the Display Facing. If a Sign has more than one (1) Display Facing, the Base Fee for the Sign shall be allocated to each Display facing on an equal basis. There shall be no deduction or offset to Overage due for any other monthly period or the Base Fee for the Sign from the calculation of Overage for any Display Facing.

For example, a Sign has two (2) Display Facings. The Base Fee for the Sign is \$150.00 per month. Display Facing No. 1 ("DF1") generates Gross Advertising Revenue of \$600.00 per month. Display Facing No. 2 ("DF2") generates Gross Advertising Revenue of \$350.00 per month. Licensee pays the maximum advertising agency commission rate of 16.67% for the sale of space on DF1 and no commissions for DF2. The percentage factor set by the Licensor is 22.5%. Overage for this monthly period would be calculated as follows:

(1) Determine Net Advertising Revenue for each Display Facing.

Gross Advertising Revenue - Agency Commissions = Net Advertising Revenue.

- For DF1: $\$600.00 - (\$600.00 \times .1667) = \$500.00$ (Rounded to nearest dollar)
- For DF2: $\$250.00 - (\$350.00 \times 0) = \$250.00$

(2) Calculate Base Fee for each Display Facing.

Base Fee for Sign \div Number of Display Facings = Base Fee for Display Facing.

- For DF1: $\$150.00 \div 2 = \75.00
- For DF2: $\$150.00 \div 2 = \75.00

(3) Calculate Overage for each Display Facing.

(Net Advertising Revenue for Display Facing X License Fee Percentage Factor) - Base Fee for Display Facing = Overage for Display Facing.

- For DF1: $(\$500.00 \times .225) - \$75.00 = \$37.50$
- For DF2: $(\$350.00 \times .225) - \$75.00 = \$3.75$

Overage due for the Sign for the monthly period illustrated above would be the sum of the monthly Overage for each Display Facing as calculated above, as follows: $\$37.50 + \$3.75 = \$41.25$. Licensee shall not be entitled to any offset or deduction to Overage for any Display Facing if calculation (3) above results in a negative number.

3. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated for each Display Facing on the Sign on the basis of two (2) six month periods per calendar year (January through June and July through December). Overage shall be payable to Licensor semiannually in arrears on February 1 and August 1 of each calendar year. Each payment shall be accompanied by a written statement reviewed and verified by a financial officer of Licensee setting forth the following information (on Licensor's standard reporting form, to the extent applicable) with respect to each Display Facing on the Sign for the preceding six (6) month period (January through June or July through December, as applicable: Licensee sign number and Licensor lease audit number, Gross Advertising Revenue, and Net Advertising Revenue. Licensee hereby certifies that each such written statement by a financial officer of Licensee shall be true, complete and correct.

4. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, Licensee shall keep and maintain, for a period of five (5) years from the date Licensee provides the same to Licensor, a full set of books and records relating to the Sign, including without limitation the information contained in Licensor's standard reporting form, advertising contracts, revenue reports, rate cards and any other supporting data, documents or information, databases or computer programs relating to such information or the Sign. Licensor, its agents, and/or representatives shall have the right to perform an audit of all of the above information during regular business hours wherever such materials may be located. Any amount found to be underpaid by Licensee shall become immediately due and payable upon Licensor's demand. Should the results of the audit indicate that Licensee understated any Overage owed Licensor by more than ten percent (10%) of the Base Fee for any semiannual reporting period, Licensee shall pay Licensor's reasonable costs (including reasonable internal costs) incurred in performing said audit upon demand, together with interest on the amount not paid at the rate of ten percent (10%) per annum from the due date.

5. Acceptance by Licensor of any License Fee, Base Fee or Overage shall not be construed as a waiver of Licensor's right to terminate this Agreement. The License Fee shall be payable without deduction or offset of any kind. In the event this Agreement is terminated and Licensee is not in default hereunder, any unearned License Fee in excess of Fifty Dollars (\$50.00) shall be refunded to Licensee upon request. Licensee shall indicate the Licensor's lease audit number provided herein on all payments due hereunder. Any payment

received by Licensor fifteen (15) days after the due date shall include a late charge of ten percent (10%) of the amount owed.

E. UNDERGROUND FACILITIES ON OR ABOUT THE PREMISES

1. Absence of markers does not constitute a warranty by Licensor of no subsurface installations at or about the Premises.
2. If upon contacting Southern Pacific Telecommunications Company as required in Section E., Part I, Basic Terms hereto, it is determined that a telecommunications system is buried anywhere on or about the Premises, Licensee, at Licensee's sole expense, shall contact the owner of the system, arrange for a cable locator, and make arrangements for the necessary protection or relocation of the system prior to beginning any work or any below ground excavation on or about the Premises. No protection or relocation of the system or any part thereof shall be allowed without the prior written consent of the owner thereof.

F. INDEMNIFICATION AND INSURANCE

1. Licensee shall release, defend (with counsel satisfactory to Licensor), hold harmless and indemnify Licensor from and against all claims, damages, losses, penalties, liabilities, suits and costs and expenses (including reasonable attorneys' fees) for any damage to property or any death of or injury to persons (including damage to property of Licensor or its tenant(s) and death of or injury to employees, agents, and invitees of Licensor or its tenant(s)) arising or resulting from:

- (a) the use of the Premises by Licensee, its agents, employees or invitees;
- (b) the use of any property of Licensor for access to or from the Sign;
- (c) the location or condition of the Premises or any part thereof, or
- (d) breach of the provisions of this Agreement by Licensee,

regardless of whether such claims, damages, losses, penalties, liabilities, suits and costs and expenses are caused by or contributed to by the negligence, active or passive, of Licensor.

The term "Licensor" as used in this section shall include the successors, assigns and affiliated companies of Southern Pacific Transportation Company and any railroad company operating upon Licensor's track.

2. Licensee shall maintain an insurance policy insuring its obligations under this Agreement and related sign license agreements with Licensor, shall name Licensor as an additional insured on said insurance policy, shall maintain limits of coverage for said insurance in the amount as required in Part I, Basic Terms, Section F hereof and shall provide a certificate of said insurance policy upon Licensor's request. Licensee shall increase the amount of said insurance to such limits as Licensor may reasonably request upon thirty (30) days' prior written notice from Licensor to Licensee.

G. TERMINATION

1. This Agreement may be terminated by either party without cause upon thirty (30) days' advance written notice to the other party.
2. In the event of any such termination of this Agreement, Licensee, shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements, and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in a manner acceptable to Licensor, on or before the date ("Removal and Restoration Date") ten (10) days after the effective date of termination. If Licensee fails to remove the Sign and restore the Premises on or before the Removal and Restoration Date, Licensor, in its sole discretion, may elect (a) to accept Licensee's title and interest in the Sign and in such event the Sign shall become the property of Licensor, and Licensee shall be deemed to have granted to Licensor all its right, title and interest in and to the Sign and all governmental permits or licenses relating to the Sign or (b) to remove the Sign and restore the Premises to said satisfactory condition, at the sole cost of Licensee. This Agreement, with all terms contained herein, including the payment of the License Fee, shall remain in effect until such time as the Sign is removed and the Premises restored, either by Licensee or by

Licensor at Licensee's expense or until Licensor notifies Licensee of its acceptance of Licensee's title and interest in the Sign.

3. No termination of this Agreement shall release Licensee from any liability which may have attached or accrued prior to, or which may be accruing at, the time of such termination, nor from any obligation or other indemnity contained herein.

4. Notwithstanding any other provision of this Agreement, due to the unique nature and demands of the transportation, pipeline and communication business, it is expressly agreed by the parties hereto, that Licensor, at its sole discretion, shall have the right to terminate this Agreement upon twenty-four (24) hours' notice and require immediate removal of the Sign within that period if necessary for any rail, pipeline, or any other communication or transportation need, purpose or project.

H. EMINENT DOMAIN

Licensee shall not be entitled to any award payable in connection with any exercise of eminent domain or transfer in lieu thereof affecting Licensor's property, or Licensor's or Licensee's interest in this Agreement, provided that Licensee shall be entitled to any proceeds specifically attributable to the structure and physical appurtenances constituting the Sign.

I. TAXES

Any privilege, sales, gross income, or other tax (not including income tax) imposed upon the License Fee, or upon Licensor in an amount measured by the License Fee, shall be paid by Licensee.

J. UTILITIES

Licensee shall pay for all electricity and other utilities used in connection with the Sign.

K. SIGNBOARD INVENTORY CONTROL TAGS

Licensee, at its own expense, shall affix, and periodically change as required by Licensor, Licensor's Sign Inventory Control Tag ("Tag"), on the supporting structure of the Sign in a manner acceptable to Licensor and in a location readily visible from the main travelled way of the street or highway toward which the Sign is oriented. The Tag shall be the property of Licensor.

L. NOTIFICATION

Notices required by this Agreement shall be deemed sufficiently given if delivered personally or sent by registered or certified prepaid mail, to the address provided below for Licensee and Licensor, respectively, or to any other such address as such party shall advise the other in writing. Any such notice shall be deemed to have been given as of the date so delivered, if delivered personally, or as of the date the same is deposited in the United States mail, as the case may be. Licensee shall indicate the Licensor's lease audit number provided herein on all notices or other correspondence related to this Agreement.

M. ASSIGNMENT AND LIENS

This Agreement is personal to Licensee, and neither this Agreement nor any interest therein may be assigned or transferred in whole or in part by Licensee except to another entity owned or controlled by Licensee or under the control of Licensee. Licensee shall not allow any encumbrance or mechanic's lien to attach to the Sign or the Premises (or any other property of Licensor) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any attempted assignment or transfer in violation of this Section M shall be void. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In the event Licensee desires to sell or otherwise convey the Sign covered by this Agreement, Licensor reserves the right to charge Licensee a reasonable fee related to the expense to Licensor for the issuance of a new license agreement to the buyer.

N. JURISDICTION

This Agreement shall be governed by the laws of the State in which the Sign is located.

O. ATTORNEY'S FEES

If any litigation between the parties arises out of this Agreement, the prevailing party shall be entitled to recover from the other party the reasonable costs and attorneys' fees it incurs therein. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same or any other provision.

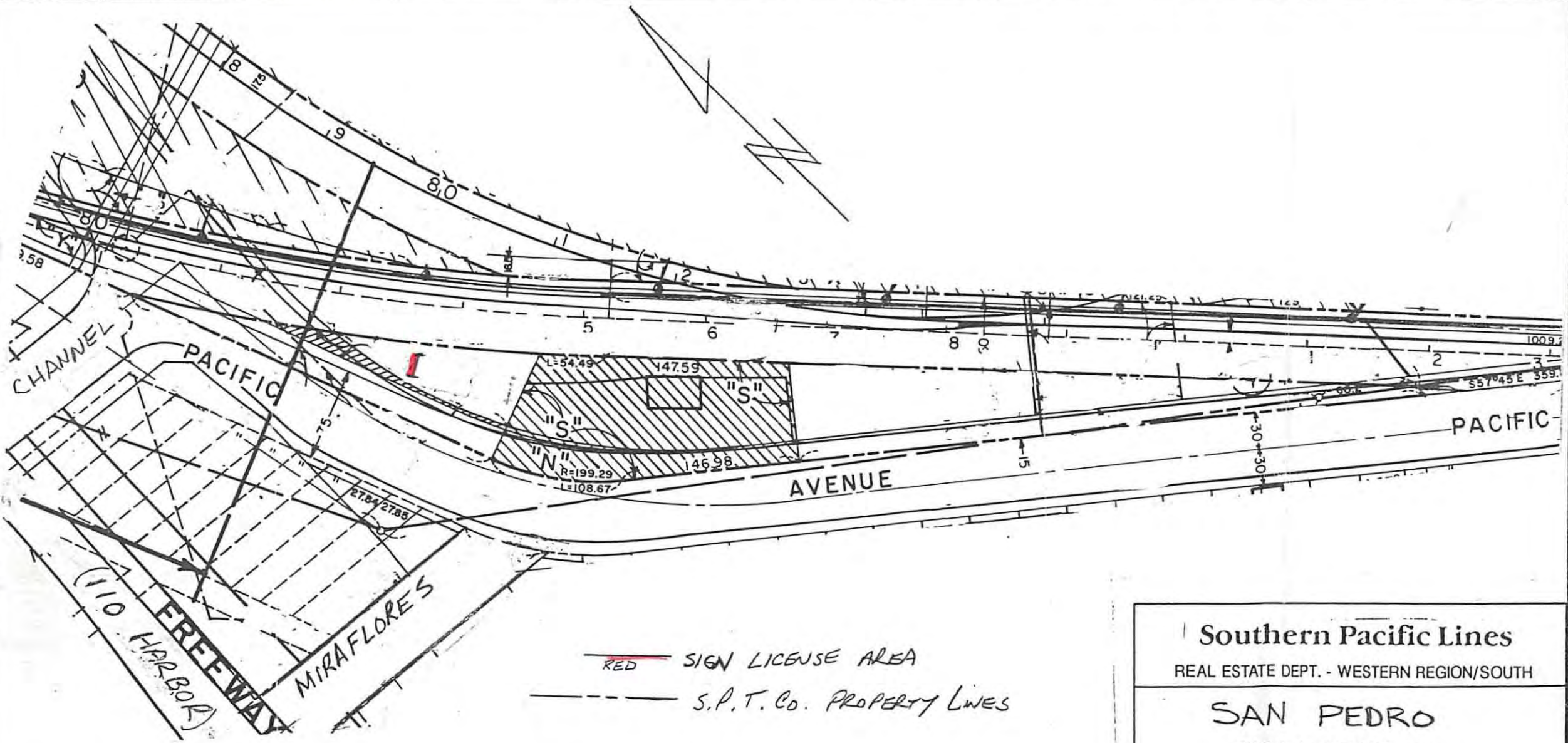
P. CAPTIONS

The captions contained in this Agreement are for the purpose of convenience only and are not to be used to interpret or construe this Agreement.

Q. ENTIRE AGREEMENT AND AMENDMENT

This Agreement shall constitute the sole agreement between the parties relating to the Sign and the Premises. Neither party shall be bound by any statements, promises, or warranties, oral or written, unless such statements, promises, or warranties are specifically set forth in this Agreement or set forth in any applicable master agreement or specific addendum hereto.

GNET70AB.94



——— SIGN LICENSE AREA
 - - - - - S.P.T. Co. PROPERTY LINES

EXHIBIT A

Southern Pacific Lines	
REAL ESTATE DEPT. - WESTERN REGION/SOUTH	
SAN PEDRO	
SIGN LICENSE TO	
GANNETT OUTDOOR ADVERTISING	
SCALE	1" = 100'
VAL. SEC.	124-22 SHEET 1C
ROUTE NO.	BG M.P. 506.10
DATE	07-29-94
REVISED TO	
DRAWN BY	DM CHECKED BY
DRAWING NO.	159891 N
SHEET NO.	10F1
FILE DRAWER	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of January 11, 2010, by and among SAN DIEGO OUTDOOR ADVERTISING, INC., a California corporation ("SD Outdoor"), WYNN/LYNCH, INC., a California Corporation ("W/L Corp"), LYNCH, WYNN/LYNCH, a California general partnership ("LWL"), EMPIRE OUTDOOR ADVERTISING, INC. a California corporation ("Empire Corp") (SD Outdoor, W/L Corp, LWL and Empire Corp are each a "Company" and collectively the "Companies"), WILLIAM R. WYNN, JR., an individual ("Wynn"), TIMOTHY D. LYNCH, an individual ("T. Lynch") and CONRAD LYNCH, an individual ("C. Lynch"), (SD Outdoor, W/L Corp, LWL, Empire Corp, Wynn, T. Lynch and C. Lynch are each a "Seller" and collectively the "Sellers") and EMPIRE OUTDOOR ADVERTISING LLC, a Delaware limited liability company (the "Buyer"). (Buyer and Sellers are sometimes herein referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

A. The Sellers are engaged in the business of owning and operating outdoor advertising signs and otherwise providing outdoor advertising services (the "Business"); and

B. The Sellers desire to sell and assign 182 of their outdoor advertising sign faces (the "Purchased Signs") to Buyer, and Buyer desires to purchase the Purchased Signs and to assume certain leases and advertising contracts associated with the Purchased Signs, pursuant to the terms, conditions, limitations and exclusions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, agree as follows:

1. DEFINITIONS

The terms listed on Exhibit A attached hereto have the meanings specified or referred to in Exhibit A as used in this Agreement.

2. PURCHASE AND SALE OF THE ASSETS

2.1 AGREEMENT TO PURCHASE AND SELL.

Subject to the terms and conditions of this Agreement and upon Closing, the Sellers hereby agree to grant, sell, assign, transfer, convey and deliver all right, title and interest in and to the Purchased Assets, free and clear of any Liens other than Permitted Liens, and Buyer hereby agrees to buy and acquire the Purchased Assets from the Sellers, and to assume the Assumed Liabilities.

2.2 PURCHASED ASSETS.

The "Purchased Assets" are the following assets of the Sellers:

(a) all of the Purchased Signs listed on Schedule 2.2(a), together with all components, fixtures, parts, appurtenances, illumination fixtures, electrical components and equipment attached to or made a part thereof that are existing or under construction and owned or leased by Sellers (collectively, the "Structures");

(b) all state, county, city and other governmental licenses, permits and tags and other Governmental Authorizations which the Sellers has with respect to the construction, maintenance or operation of the Purchased Signs and associated Structures (collectively, the "Permits") including, without limitation, those Permits listed in Schedule 2.2(b);

(c) all (i) rights under existing and pending sales and advertising contracts associated with the Purchased Signs, (collectively, the "Advertising Contracts"), including, without limitation, those listed on Schedule 2.2(c); (ii) all files and records related to the Advertising Contracts and (iii) nonexclusive rights to the advertising copy displayed on the Purchased Signs as of the Closing Date and security deposits, if any, with respect thereto;

(d) all leases, licenses, easements, other rights of ingress or egress, and all other grants of the right to place, construct, own, operate or maintain the Structures on land, buildings and other real property owned by third parties whether written or verbal, current or beyond term, or in Sellers' names or in the name of one of any Affiliates of Sellers or any entity from whom Sellers acquired the rights, and all rights therein (collectively, the "Lease Agreements"), including, without limitation, those listed on Schedule 2.2(d)(i); together with deposits with respect thereto, including those listed on Schedule 2.2(d)(ii), and all facilities, fixtures and improvements (to the extent the Sellers has rights thereto) situated on the premises that are the subject of the Lease Agreements;

(e) the Other Contracts set forth on Schedule 2.2(e);

(f) all prepaid expenses, including prepaid rent, fees or other sums paid for the Lease Agreements and Permits and deposits with respect to the Purchased Signs in existence on the Financial Closing Date;

(g) all accounts and other receivables due from advertisers on the Purchased Signs on the Financial Closing Date except the accounts receivable due from Mahlmann Media which shall be deducted from the Purchase Price;

(h) all Intangible Property used in connection with the Purchased Assets including the Tradename and goodwill attributable to the Purchased Assets;

(i) all rights (including any benefits arising therefrom), causes of action, claims and demands of whatever nature (whether or not liquidated) of the Sellers relating to the Purchased Assets described in subparagraphs 2.2(a) - 2.2(h) above, including, without limitation, all rights, if any, still available to Sellers under purchase agreements and related documents for all previous acquisitions of assets included in the Purchased Assets, all insurance claims pending

2.2(a) Purchased Signs

<u>FACE NUMBER</u>	<u>SIZE</u>	<u>CITY</u>	<u>DESCRIPTION OF LOCATION</u>
1. E 1017	10x24	LA MIRADA	IMPERIAL NORTH LINE EAST OF CARMENITA
3. S 1054	10x24	SAN PEDRO	PACIFIC AVENUE EAST LINE NORTH OF FRONT STREET
5. N 1172	10x24	PALMDALE	SIERRA WEST LINE, SOUTH OF AVENUE P-8
7. E 1225	10x24	ARTESIA	ARTESIA SOUTH LINE, WEST OF PIONEER
9. N 1254	10x24	PALMDALE	HWY 138 & PEARBLOSSOM HWY, SOUTHEAST CORNER
11. N 1272	10x24	EAGLE ROCK	CYPRESS WEST LINE, SOUTH OF DIVISION
13. E 1282	12x32	WHITTIER	WHITTIER SOUTH LINE, EAST OF GUNN
15. S 1343	10x24	TORRANCE	WESTERN EAST LINE, SOUTH OF ARTESIA
17. S 1345	10x24	GARDENA	ARTESIA SOUTH LINE, WEST OF NORMANDIE
19. E 1767	10x24	PICO RIVERA	WHITTIER NORTH LINE, EAST OF PASSONS
21. E 2028	10x24	WHITTIER	WHITTIER NORTH LINE, EAST OF PHILADELPHIA
23. B 2060	10x24	ONTARIO	MISSION SOUTH LINE, WEST OF CENTRAL
25. B 2154	10x24	REALTO	HIGHWAY 66/FOOTHILL NORTH LINE, WEST OF WILLOW
27. B 2178	10x24	ONTARIO	MOUNTAIN EAST LINE, NORTH OF MISSION
29. B 2180	10x24	ONTARIO	MOUNTAIN WEST LINE, NORTH OF HOLT
31. B 2182	10x24	ONTARIO	HOLT NORTH LINE, WEST OF MOUNTAIN
33. B 2188	10x24	CHINO	CENTRAL WEST LINE, SOUTH OF FRANCIS
35. B 2196	10x24	ONTARIO	MISSION NORTH LINE, EAST OF MONTE VISTA
37. B 2200	10x24	UPLAND	HIGHWAY 66/FOOTHILL SOUTH LINE, 1600 EAST OF CENTRAL
39. B 2204	10x24	UPLAND	CENRAL WEST LINE, SOUTH OF FOOTHILL (HWY 66)
41. B 2218	10x24	UPLAND	HIGHWAY 66/FOOTHILL NORTH LINE, WEST OF BENSON



THIS SUPPLEMENTAL AGREEMENT, made this 26th day of November, 1975, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporate successor by merger to Pacific Electric Railway Company, herein called "Railroad" and GENERAL OUTDOOR ADVERTISING, a corporation, doing business as B&L OUTDOOR ADVERTISING, address: 5154 Rivergrade Road, Baldwin Park, California 91706, herein called "Licensee."

RECITALS:

The respective predecessors of the parties hereto entered into that certain agreement of January 10, 1963, relating to the installation, maintenance and use of an unilluminated painted advertising bulletin upon the premises of Railroad's predecessor, at San Pedro, California, as illustrated on the print attached thereto.

Said agreement has been amended by letters respectively dated September 5, 1969 and October 15, 1975.

The parties desire to again modify said agreement as hereinafter provided.

AGREEMENT:

1. The term "sign" as used in said agreement of January 10, 1963, is hereby agreed to be a single faced unilluminated 10 ft. by 24 ft. advertising signboard.

2. The said letter of October 15, 1975, revising the rental payment to be made by Licensee to Railroad as of March 1, 1976, is hereby made null and void, and as of said date of March 1, 1976, rental for the advertising sign located upon Railroad's premises at said San Pedro, California, shall be \$125 per annum, payable annually in advance.

3. Licensee hereby warrants that Licensee is the lawful successor in interest to said B&L Outdoor Advertising in said recited agreement and wherever the term "Licensee" is set forth in said agreement, the same shall be the Licensee herein designated. Licensee agrees to keep and perform all of terms, covenants and conditions of said agreement of January 10, 1963, in the same manner and to the same extent as if said agreement had originally been executed by Licensee.

4. Except as herein provided, all terms, covenants and conditions of said agreement shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have caused this supplemental agreement to be executed in duplicate as of the day and year first herein written.

GENERAL OUTDOOR ADVERTISING
doing business as B&L Outdoor
Advertising

By J. K. Boyard
(Title)
Vice-president, General Manager

SOUTHERN PACIFIC TRANSPORTATION COMPANY
successor to Pacific Electric Railway C

By [Signature]
(Title)
R. E. [Signature] - Asst. Manager-Real Estate

Handwritten signatures and initials: "H. J. New" and "San Pedro"

13989

A2 C.S. 2250
Carroll
21

SIGN LEASE

This Agreement, made this Tenth day of January, 1963,

by and between **PACIFIC ELECTRIC RAILWAY COMPANY**

a corporation, herein called "Railroad," and **B & L OUTDOOR ADVERTISING**
327 1/2 West Maple Avenue
Monrovia, California

herein called "Licensee".

order to remove # 379

Witnesseth:

1. In consideration of the payment by Licensee to Railroad of rental at the rate of **\$81.00** per **annum**, payable **annually** in advance, and in further consideration of the performance by Licensee of the covenants herein set forth, Railroad hereby permits Licensee to install and maintain, in accordance with plans approved by Railroad, **one (1) 10x30' unilluminated ~~wood panel~~ painted bulletin**

upon the premises of Railroad at **Pacific Avenue and Front Street, San Pedro**, County of **Los Angeles**, State of **California**, in the location indicated in red on the print attached and made a part hereof. **CEH 23058**

The term "sign" as used herein shall designate the plural number if there is more than one sign and all appurtenances thereof, including the supports and braces, and pipe and wire lines required to service the sign.

2. Licensee agrees that it will keep said premises in a neat and safe condition at all times so far as affected by Licensee's use thereof.

3. Licensee agrees to release and indemnify Railroad from and against all liability, cost and expense for loss of or damage to property and for injury to or deaths of persons (including, but not limited to the property and employees of each party hereto), when arising or resulting from

- (a) the use of said premises by Licensee, its agents, employees or invitees, or
- (b) the use of any of Railroad's premises for the purpose of access to or egress from such sign, or
- (c) breach of the provisions of this lease by Licensee

whether or not caused or contributed to by any act or omission of Railroad, its employees, agents, contractors, sub-contractors or their employees or agents, or any other person.

The term "Railroad" as used in this Section 3 shall include the successors, assigns and affiliated companies of Railroad and any other railroad company operating upon Railroad's tracks.

Licensee, upon request, will provide Railroad with certified copies of insurance in form and amounts satisfactory to Railroad, insuring the liability of Licensee under this agreement.

4. Railroad and its lessor shall at all times have the right to enter upon said premises.

5. Licensee will obtain all necessary permits and pay all license fees and also agrees to pay before they become delinquent all taxes, assessments, penalties or fines which may be levied or assessed upon or against said sign, or by reason of the existence thereof.

6. Licensee agrees not to use said sign for exhibiting advertising displays of competitors of Railroad, and that all advertisements thereon shall be of a reputable character satisfactory to Railroad.

Licensee shall pay all water, gas, electricity and other utilities used in connection with said sign.

7. It is agreed that in the event land abutting the right of way opposite said sign is legally designated as a freeway or a limited freeway, Railroad does not guarantee (nor shall anything herein contained be construed as granting) to Licensee the right of ingress to or egress from the said premises and said freeway for the erection, maintenance, servicing or removal of said sign.

8. This agreement will be effective on the 1st day of MARCH, 1963 and may be terminated by either party upon twenty-four (24) hours' notice to the other party. Any unearned rental in excess of Twenty (20) Dollars shall be refunded to Licensee upon request. Upon termination of this agreement Licensee shall remove said sign from the premises of Railroad and restore said premises to the condition in which they existed prior to the installation of said sign.

9. This agreement shall be binding upon the successors and assigns of the parties hereto, but shall not be assignable by Licensee without the prior written consent of Railroad.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

PACIFIC ELECTRIC RAILWAY COMPANY

By [Signature]
Vice President & General Manager

WITNESSED BY:

B & L OUTDOOR ADVERTISING
Licensee.
By [Signature]
(Title)

NOTE: If an incorporated company, lease should be executed by an authorized officer thereof and his title indicated; otherwise signature should be witnessed by an employe of Railroad if practicable, if not, by a disinterested party.

Pacific Elect Rly Co.

NAME

SOUTHERN PACIFIC CO

PAID

610 S. MAIN ST

LA #14

TERMS

81⁰⁰ year
by 3-1-63

DATE 3/6/63

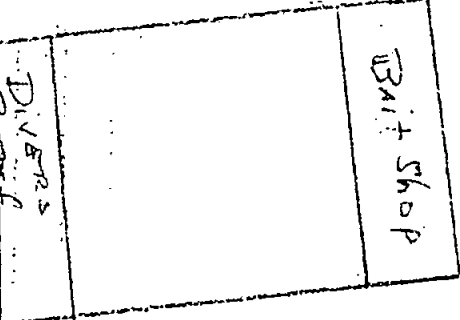
CHECK NO. 1371

\$ 81⁰⁰

FR. 3-1-63

TO. 3-1-64

Four horizontal lines for additional information or payee details.



in Advertising
 to come
 to life.

BY
 K Brown

DRAWN BY WF

REVISED

Calif

DRAWING NUMBER

SR-15



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

Karen Bass Mayor, City of Los Angeles

Board of Harbor
Commissioners

Lucille Roybal-Allard
President

Diane L. Middleton
Vice President

Michael Muñoz
Commissioner

Edward R. Renwick
Commissioner

I. Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

June 26, 2024

Sent via Certified Mail
#7021 0350 0001 5483 7365

Lamar Advertising Company
5321 Corporate Boulevard
Baton Rouge, LA 70808

Lamar Advertising Company
Isabel Delgado, Lease Manager
1121 South Boyle Avenue, Suite 201
Los Angeles, CA 90023
idelgado@lamar.com

Lamar Advertising Company
To the attention of Registered Agent
Capitol Corporate Services
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

SUBJECT: NOTICE OF TERMINATION - SIGN LEASE NO. 13989

To Whom It May Concern:

Sign Lease Agreement No. 13989 ("SLA-13989") grants and permits B & L Outdoor Advertising the maintenance of a "one (1) unilluminated painted bulletin" and appurtenances on that certain property north of Pacific Avenue in San Pedro, California, more particularly described in SLA-13989. Please see attached copy. Pacific Electric Railway Company ("PERC") originally granted SLA-13989 on January 10, 1963. The City of Los Angeles, through its Board of Harbor Commissioners, was assigned SLA-13989, through mesne assignments and transfers, and is now the successors-in-interest to PERC. We understand Lamar Advertising Company is successor-in-interest to B & L Outdoor Advertising under SLA-13989.

Section 8 of SLA-13989 states "This Agreement... may be terminated by either party upon twenty-four (24) hours' notice to the other party." Additionally, under the same section, it states "Upon termination of this agreement Licensee shall remove said sign from the premises of Railroad and restore said premises to the condition in which they existed prior to the installation of said sign."

YOU ARE HEREBY GIVEN NOTICE that Sign Lease Agreement No. 13989 is terminated effective 24 hours after the date of this letter.

For our records, please sign and date below confirming your understanding of this notice, including your obligation to vacate the premises and restore the premises, pursuant to SLA-13989. Please restore the premises on or before the forty (40) days after the effective date of termination. Please return the signed 2nd copy of this notice to the Port of Los Angeles. A self-addressed and self-stamped envelope is attached for your convenience.

Please understand that the return of a signed copy of this notice does not affect the validity and effectiveness of this notice of termination.

Lamar Advertising Company

Signature: _____

Print Name and Title: _____

Date: _____

Before initiating any restoration work, please submit an Application for Port Permit by navigating online to <https://portoflosangeles.org/business/permits> and selecting the "Leasing Port Property". Then scroll down to the "Current Tenants" section and click "Application for Port Permit Form" for an online form. Please email completed copy of application form to developmentpermits@portla.org.

If you have any questions, please direct them to Cal Pacific Land Services, our Railroad Property Management Consultant, at the following address and telephone number:

Cal Pacific Land Services, Inc.
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Mr. Regner Globus
Phone: 310 463-5151

Sincerely,

for Michael DiBernardo

EUGENE D. SEROKA
Executive Director

ES:MD:MK:jg

Attachments: Copy of Agreement
Copy of Notice of Termination with self-addressed and self-stamped envelope

cc: Risk Management (Bersales) Accounting & Budget (Manalo)
City Attorney (Argento) Construction & Maintenance (Clark)
Chief Financial Officer (Strafford) Los Angeles County Assessor
Real Estate (Barry; Garrett) Office of Finance/Tax Permit Div

ec: Michael DiBernardo, Harbor Department, Deputy Executive Director, Marketing/Customer Relations
Marisa Katnich, Director, Harbor Department, Cargo/Industrial Real Estate
Keith Heeley, Harbor Department, Cargo/Industrial Real Estate
Kenneth Mattfeld, Harbor Department, City Attorney
Regner Globus, Cal Pacific rglobus@calpacland.com



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

Karen Bass *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Lucille Roybal-Allard
President

Diane L. Middleton
Vice President

Michael Muñoz
Commissioner

Edward R. Renwick
Commissioner

I. Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

June 26, 2024

Sent via Certified Mail
#7021 0350 0001 5483 7341

Lamar Advertising Company
5321 Corporate Boulevard
Baton Rouge, LA 70808

Lamar Advertising Company
Isabel Delgado, Lease Manager
1121 South Boyle Avenue, Suite 201
Los Angeles, CA 90023
idelgado@lamar.com

Lamar Advertising Company
To the attention of Registered Agent
Capitol Corporate Services
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

**SUBJECT: NOTICE OF TERMINATION FOR SIGN LICENSE AGREEMENT – LICENSOR
LEASE AUDIT NO. 159150N**

To Whom It May Concern:

Sign License Agreement – Licensor Lease Audit No. 159150N (“LLA-159150N”) grants and permits Metropolitan Outdoor Advertising, a California corporation the maintenance “of an outdoor advertising sign structure” and appurtenances on that certain property north of Pacific Avenue in San Pedro, California, more particularly described in LLA-159150N. Please see attached copy. Southern Pacific Transportation Company (“SPTC”) originally granted LLA-159150N on July 1, 1992. The City of Los Angeles, through its Board of Harbor Commissioners, was assigned LLA-159150N, through mesne assignments and transfers, and is now the successors-in-interest to SPTC. We understand that Lamar Advertising Company is the successor-in-interest to Metropolitan Outdoor Advertising under LLA-159150N.

Section 13 of LLA-159150N states “This Agreement may be terminated by either party without cause upon Thirty (30) days’ advance written notice to the other party.” Additionally, under the same section, it states “...Licensee shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in the manner acceptable to Licensor, on or before the date (“Removal and Restoration Date”) ten (10) days after the effective date of termination.”

YOU ARE HEREBY GIVEN NOTICE that Sign License Agreement - Licensor Lease Audit No. 159150N is terminated effective 30 days after the date of this letter, and that you have an additional 10 days thereafter to remove the sign and restore the premises as stated above.

For our records, please sign and date below confirming your understanding of this notice, including your obligation to vacate the premises and restore the premises on or before ten (10) days after the effective date of termination, pursuant to LLA-159150N. Please return the signed 2nd copy of this notice to the Port of Los Angeles. A self-addressed and self-stamped envelope is attached for your convenience.

Please understand that the return of a signed copy of this notice does not affect the validity and effectiveness of this notice of termination.

Lamar Advertising Company

Signature: _____

Print Name and Title: _____

Date: _____

Before initiating any restoration work, please submit an Application for Port Permit by navigating online to <https://portoflosangeles.org/business/permits> and selecting the "Leasing Port Property". Then scroll down to the "Current Tenants" section and click "Application for Port Permit Form" for an online form. Please email copy of completed application form to developmentpermits@portla.org.

If you have any questions, please direct them to Cal Pacific Land Services, our Railroad Property Management Consultant, at the following address and telephone number:

Cal Pacific Land Services, Inc.
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Mr. Regner Globus
Phone: 310 463-5151

Sincerely,

for Michael DiBernardo
EUGENE D. SEROKA
Executive Director

ES:MD:MK:jg
Attachments: Copy of Agreement
Copy of Notice of Termination with self-addressed and self-stamped envelope

cc: Risk Management (Bersales) Accounting & Budget (Manalo)
City Attorney (Argento) Construction & Maintenance (Clark)
Chief Financial Officer (Strafford) Los Angeles County Assessor
Real Estate (Barry; Garrett) Office of Finance/Tax Permit Div

ec: Michael DiBernardo, Harbor Department, Deputy Executive Director, Marketing/Customer Relations
Marisa Katnich, Director, Harbor Department, Cargo/Industrial Real Estate
Keith Heeley, Harbor Department, Cargo/Industrial Real Estate
Kenneth Mattfeld, Harbor Department, City Attorney
Regner Globus, Cal Pacific rglobus@calpacland.com

SIGN LICENSE AGREEMENT

This Sign License Agreement ("Agreement") is made by and between **SOUTHERN PACIFIC TRANSPORTATION COMPANY**, a Delaware corporation ("Licensor"), and **COMBINED COMMUNICATIONS CORPORATION, dba GANNETT OUTDOOR CO. OF SOUTHERN CALIFORNIA**, a Delaware corporation ("Licensee").

PART I - BASIC TERMS

A. PREMISES

The term "Premises" shall refer to that portion of Licensor's property described as Pacific EL 100 feet S/O Channel, located in the City of San Pedro, County of Los Angeles, State of California, as further defined in Section A, Part II, General Terms, hereof.

B. USE OF PREMISES

Licensor hereby permits the erection and maintenance by Licensee, at Licensee's sole expense and risk, upon the terms and conditions set forth herein, of one (1) Sign with one (1) Display Facing(s) with a maximum Display Area of three hundred (300) square feet, in accordance with the details contained in the Plat of License, dated July 29, 1994, attached hereto and made a part hereof. The maximum Display Area shall apply on an individual basis to each Display Facing permitted hereunder.

C. DESCRIPTION OF SIGN

One (1) 12' X 25' Single Faced Poster Panel

D. EFFECTIVE DATE

The commencement date of this Agreement ("Effective Date") shall be April 1, 1994.

E. LICENSE FEE

As monetary consideration for the use of the Premises, Licensee shall pay Licensor a license fee ("License Fee") of Eighty-six Dollars (\$86.00) per month, payable in advance commencing on the Effective Date.

The License Fee shall be subject to an upward CPI adjustment on each anniversary of the Effective Date ("Adjustment Date") as follows:

The base for computing the adjustment shall be the Consumer Price Index for All Urban Consumers (base year (1967 = 100) for the United States, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the Effective Date ("Beginning Index"). The Index published most immediately preceding the anniversary of the Effective Date then occurring ("Extension Index") shall be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the License Fee for the following year shall be set by multiplying the License Fee set forth above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

In no case shall the License Fee, as adjusted, be less than the License Fee in effect immediately prior to such

adjustment.

If the Index is changed so that the base year is other than 1967, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the Index had not been discontinued or revised.

Licensor, in its sole discretion, shall have the right to adjust the License Fee then in effect, in addition to the upward cost-of-living adjustment set forth above, upon thirty (30) days' notice to Licensee.

F. REQUIRED NOTIFICATIONS PRIOR TO COMMENCEMENT OF WORK

For the term hereof, Licensee shall give Licensor a minimum of five (5) days' advance notice of the time Licensee proposes to perform any work on the Sign, the Premises or the land of Licensor, other than the normal maintenance and changing of advertising copy, by contacting Licensor's Real Estate Department at (213) 780-6939. Further, Licensee, at least five (5) days prior to performing any digging activities on the land of Licensor shall contact Southern Pacific Telecommunications Company at 1-800-283-4237 (a 24-hour number) to determine if a telecommunications system is buried anywhere on or about the Premises.

Prior to commencing any proposed construction on, or alteration of, the Premises, Licensee further agrees to contact Licensor's Real Estate Department at the telephone number provided above, to determine if there are petroleum pipelines located adjacent to the Premises. If Licensor determines that such pipelines exist, Licensee agrees to contact, and shall notify, Underground Service Alert/"Call Before You Dig" at 1-800-422-4133, at least seven (7) days prior to commencing any proposed construction on, or alteration of, the Premises, and shall not commence any such construction or alteration without the prior written consent of the authorized representative or owner of said pipeline.

G. AMOUNT OF REQUIRED INSURANCE COVERAGE

Licensee shall maintain minimum limits of coverage for any insurance policy required herein in the amount of Two Million Dollars (\$2,000,000.00) for the term hereof.

H. ADDRESSES FOR NOTICES

To Licensor: SOUTHERN PACIFIC TRANSPORTATION COMPANY
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754-7605
Attention: Real Estate Department

To Licensee: GANNETT OUTDOOR COMPANY
1731 Workman Street
Los Angeles, CA 90031

The General Terms set forth in the attached Part II, General Terms, are incorporated into and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

LICENSOR:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY


By: 
Signature

H. D. Caldwell
Name

Assistant Regional Director
Title

LICENSEE:

COMBINED COMMUNICATIONS CORP. dba
GANNETT OUTDOOR CO. OF SOUTHERN
CALIFORNIA

By: 
Signature

Charles J. Duggett
Name

ASSET MANAGER
Title

NOTE - If Licensee is an incorporated company, this Agreement should be executed by an authorized officer thereof and his title indicated; otherwise, signatures should be witnessed by an employee of Licensor, if practicable, or, if not, by a disinterested party.

SIGN LICENSE AGREEMENT

PART II - GENERAL TERMS

A. DEFINITIONS

1. "Sign" shall mean, collectively, an outdoor advertising sign structure, including without limitation all concrete footings, subsurface improvements and other support structures, illumination facilities and connections (if applicable), service ladders and other appurtenances thereto.
2. "Premises" shall mean that portion of Licensor's property described in Section A, Part I, Basic Terms hereof and as may be further described by any other Plat of License or other attachment hereto. The Premises shall be limited to a rectangular tract of land immediately below the Sign's Display Facing, as defined below, and shall include all necessary air rights.
3. "Gross Advertising Revenue" shall mean the sum of all monies, and the actual value of any non-monetary consideration actually received by Licensee (excluding bonus or public service use), payable to Licensee on account of the sale of advertising space on a Display Facing.
4. "Net Advertising Revenue" shall mean Gross Advertising Revenue less any advertising agency commissions incurred in the sale of advertising space on the Display Facing and actually paid by Licensee to a bona fide third party.
5. "Display Facing" shall mean a flat surface that is mounted, hung, or otherwise attached to the Sign, and on which advertising copy or other messages are affixed by any means for the purpose of being viewed by the public.
6. "Display Area" shall mean the gross surface area of the Display Facing obtained by multiplying the length by the width of same and shall include all borders, trim, molding, and other ornamental appurtenances thereto.

B. PREMISES

1. Licensor, in its sole discretion, shall have the right to designate the exact location of the Premises on Licensor's property.
2. Licensor shall have the right to enter upon the Premises at all times.
3. Licensee shall maintain the Sign in good repair and appearance and shall maintain the Premises free and clear of weeds and other debris.
4. Licensee may use land of Licensor adjoining the Premises for the sole purpose of erecting, maintaining and removing the Sign.

C. USE OF PREMISES

1. Mechanical or electronic mechanisms capable of displaying multiple messages and covering more than fifty percent (50%) of the maximum Display Area for any Display Facing are not permitted under this Agreement without the express prior written consent of Licensor.
2. Licensee, at its own expense, shall maintain the Sign in a safe manner, and shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county, or federal governmental authority or agency, whenever enacted, governing or regulating the erection or continued maintenance of the Sign, and defend, indemnify and hold Licensor harmless in any dispute which may arise between Licensee and any such

governmental authority or agency concerning the Sign. Licensee shall bear any and all costs of obtaining any building or electrical permits and/or licenses from any governmental authority or agency required in order for Licensee to erect or maintain the Sign and also shall pay, before delinquency, all taxes, assessments, penalties or fines which may be levied or assessed upon or against the Sign, the Premises or other property of Licensor by reason of the existence of the Sign.

3. Licensee shall not advertise on any Display Facing on the Sign any product or service which competes directly with any product or service of Licensor. Licensee shall not advertise any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

4. Licensee specifically warrants that it is erecting and will maintain the Sign on the Premises at Licensee's sole expense and risk, and that Licensee shall bear the entire cost of constructing, relocating, maintaining and operating the Sign. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in furnishing any materials or performing any labor in connection with the Sign, including, without limitation furnishing such watchmen, flagmen and inspectors as Licensor deems necessary. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to indicate that Licensor is acting as a joint venturer with Licensee in the erection or maintenance of the Sign and Licensor shall not be held liable for any actions of Licensee with respect to the Sign, the Premises or this Agreement.

5. Without limiting the foregoing, Licensee accepts fully all risks associated with locating the Sign adjacent to an operating transportation corridor. If the Sign is destroyed or otherwise damaged due to any cause incidental to the transportation, pipeline or communications business, including, but not limited to, train derailments and related events, Licensee shall bear the full cost thereof, and shall not seek any reimbursement, compensation, or other consideration from Licensor as a result thereof.

6. In the event land abutting the Premises is designated as a freeway or a limited freeway, Licensor does not guarantee, nor shall anything herein contained be construed as granting to Licensee, the right of ingress to or egress from the Premises from said freeway or limited freeway for the erection, maintenance, servicing or removal of the Sign.

7. Licensee's use of the Premises shall be in a manner satisfactory to Licensor, and in such manner as shall not hinder or conflict with the use of the Premises or adjoining property of Licensor by Licensor or its tenant(s), if any.

D. LICENSE FEE

1. Licensor, in its sole discretion, shall have the right to adjust the License Fee, Base Fee or Overage upon thirty (30) days' advance notice to Licensee.

2. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated with reference to each Display Facing on the Sign. The maximum allowable offset for advertising agency commissions for any Display Facing shall not be greater than sixteen and two-thirds percent (16.67%) of Gross Advertising Revenue for any monthly period for the Display Facing. If a Sign has more than one (1) Display Facing, the Base Fee for the Sign shall be allocated to each Display facing on an equal basis. There shall be no deduction or offset to Overage due for any other monthly period or the Base Fee for the Sign from the calculation of Overage for any Display Facing.

For example, a Sign has two (2) Display Facings. The Base Fee for the Sign is \$150.00 per month. Display Facing No. 1 ("DF1") generates Gross Advertising Revenue of \$600.00 per month. Display Facing No. 2 ("DF2") generates Gross Advertising Revenue of \$350.00 per month. Licensee pays the maximum advertising agency commission rate of 16.67% for the sale of space on DF1 and no commissions for DF2. The percentage factor set by the Licensor is 22.5%. Overage for this monthly period would be calculated as follows:

(1) Determine Net Advertising Revenue for each Display Facing.

Gross Advertising Revenue - Agency Commissions = Net Advertising Revenue.

- For DF1: $\$600.00 - (\$600.00 \times .1667) = \$500.00$ (Rounded to nearest dollar)
- For DF2: $\$250.00 - (\$350.00 \times 0) = \$250.00$

(2) Calculate Base Fee for each Display Facing.

Base Fee for Sign \div Number of Display Facings = Base Fee for Display Facing.

- For DF1: $\$150.00 \div 2 = \75.00
- For DF2: $\$150.00 \div 2 = \75.00

(3) Calculate Overage for each Display Facing.

(Net Advertising Revenue for Display Facing X License Fee Percentage Factor) - Base Fee for Display Facing = Overage for Display Facing.

- For DF1: $(\$500.00 \times .225) - \$75.00 = \$37.50$
- For DF2: $(\$350.00 \times .225) - \$75.00 = \$3.75$

Overage due for the Sign for the monthly period illustrated above would be the sum of the monthly Overage for each Display Facing as calculated above, as follows: $\$37.50 + \$3.75 = \$41.25$. Licensee shall not be entitled to any offset or deduction to Overage for any Display Facing if calculation (3) above results in a negative number.

3. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, such Overage shall be calculated for each Display Facing on the Sign on the basis of two (2) six month periods per calendar year (January through June and July through December). Overage shall be payable to Licensor semiannually in arrears on February 1 and August 1 of each calendar year. Each payment shall be accompanied by a written statement reviewed and verified by a financial officer of Licensee setting forth the following information (on Licensor's standard reporting form, to the extent applicable) with respect to each Display Facing on the Sign for the preceding six (6) month period (January through June or July through December, as applicable: Licensee sign number and Licensor lease audit number, Gross Advertising Revenue, and Net Advertising Revenue. Licensee hereby certifies that each such written statement by a financial officer of Licensee shall be true, complete and correct.

4. If the License Fee set forth in Part I, Basic Terms, Section D hereof, provides for the payment of Overage, Licensee shall keep and maintain, for a period of five (5) years from the date Licensee provides the same to Licensor, a full set of books and records relating to the Sign, including without limitation the information contained in Licensor's standard reporting form, advertising contracts, revenue reports, rate cards and any other supporting data, documents or information, databases or computer programs relating to such information or the Sign. Licensor, its agents, and/or representatives shall have the right to perform an audit of all of the above information during regular business hours wherever such materials may be located. Any amount found to be underpaid by Licensee shall become immediately due and payable upon Licensor's demand. Should the results of the audit indicate that Licensee understated any Overage owed Licensor by more than ten percent (10%) of the Base Fee for any semiannual reporting period, Licensee shall pay Licensor's reasonable costs (including reasonable internal costs) incurred in performing said audit upon demand, together with interest on the amount not paid at the rate of ten percent (10%) per annum from the due date.

5. Acceptance by Licensor of any License Fee, Base Fee or Overage shall not be construed as a waiver of Licensor's right to terminate this Agreement. The License Fee shall be payable without deduction or offset of any kind. In the event this Agreement is terminated and Licensee is not in default hereunder, any unearned License Fee in excess of Fifty Dollars (\$50.00) shall be refunded to Licensee upon request. Licensee shall indicate the Licensor's lease audit number provided herein on all payments due hereunder. Any payment

received by Licensor fifteen (15) days after the due date shall include a late charge of ten percent (10%) of the amount owed.

E. UNDERGROUND FACILITIES ON OR ABOUT THE PREMISES

1. Absence of markers does not constitute a warranty by Licensor of no subsurface installations at or about the Premises.
2. If upon contacting Southern Pacific Telecommunications Company as required in Section E., Part I, Basic Terms hereto, it is determined that a telecommunications system is buried anywhere on or about the Premises, Licensee, at Licensee's sole expense, shall contact the owner of the system, arrange for a cable locator, and make arrangements for the necessary protection or relocation of the system prior to beginning any work or any below ground excavation on or about the Premises. No protection or relocation of the system or any part thereof shall be allowed without the prior written consent of the owner thereof.

F. INDEMNIFICATION AND INSURANCE

1. Licensee shall release, defend (with counsel satisfactory to Licensor), hold harmless and indemnify Licensor from and against all claims, damages, losses, penalties, liabilities, suits and costs and expenses (including reasonable attorneys' fees) for any damage to property or any death of or injury to persons (including damage to property of Licensor or its tenant(s) and death of or injury to employees, agents, and invitees of Licensor or its tenant(s)) arising or resulting from:

- (a) the use of the Premises by Licensee, its agents, employees or invitees;
- (b) the use of any property of Licensor for access to or from the Sign;
- (c) the location or condition of the Premises or any part thereof, or
- (d) breach of the provisions of this Agreement by Licensee,

regardless of whether such claims, damages, losses, penalties, liabilities, suits and costs and expenses are caused by or contributed to by the negligence, active or passive, of Licensor.

The term "Licensor" as used in this section shall include the successors, assigns and affiliated companies of Southern Pacific Transportation Company and any railroad company operating upon Licensor's track.

2. Licensee shall maintain an insurance policy insuring its obligations under this Agreement and related sign license agreements with Licensor, shall name Licensor as an additional insured on said insurance policy, shall maintain limits of coverage for said insurance in the amount as required in Part I, Basic Terms, Section F hereof and shall provide a certificate of said insurance policy upon Licensor's request. Licensee shall increase the amount of said insurance to such limits as Licensor may reasonably request upon thirty (30) days' prior written notice from Licensor to Licensee.

G. TERMINATION

1. This Agreement may be terminated by either party without cause upon thirty (30) days' advance written notice to the other party.

2. In the event of any such termination of this Agreement, Licensee, shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements, and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in a manner acceptable to Licensor, on or before the date ("Removal and Restoration Date") ten (10) days after the effective date of termination. If Licensee fails to remove the Sign and restore the Premises on or before the Removal and Restoration Date, Licensor, in its sole discretion, may elect (a) to accept Licensee's title and interest in the Sign and in such event the Sign shall become the property of Licensor, and Licensee shall be deemed to have granted to Licensor all its right, title and interest in and to the Sign and all governmental permits or licenses relating to the Sign or (b) to remove the Sign and restore the Premises to said satisfactory condition, at the sole cost of Licensee. This Agreement, with all terms contained herein, including the payment of the License Fee, shall remain in effect until such time as the Sign is removed and the Premises restored, either by Licensee or by

Licensor at Licensee's expense or until Licensor notifies Licensee of its acceptance of Licensee's title and interest in the Sign.

3. No termination of this Agreement shall release Licensee from any liability which may have attached or accrued prior to, or which may be accruing at, the time of such termination, nor from any obligation or other indemnity contained herein.

4. Notwithstanding any other provision of this Agreement, due to the unique nature and demands of the transportation, pipeline and communication business, it is expressly agreed by the parties hereto, that Licensor, at its sole discretion, shall have the right to terminate this Agreement upon twenty-four (24) hours' notice and require immediate removal of the Sign within that period if necessary for any rail, pipeline, or any other communication or transportation need, purpose or project.

H. EMINENT DOMAIN

Licensee shall not be entitled to any award payable in connection with any exercise of eminent domain or transfer in lieu thereof affecting Licensor's property, or Licensor's or Licensee's interest in this Agreement, provided that Licensee shall be entitled to any proceeds specifically attributable to the structure and physical appurtenances constituting the Sign.

I. TAXES

Any privilege, sales, gross income, or other tax (not including income tax) imposed upon the License Fee, or upon Licensor in an amount measured by the License Fee, shall be paid by Licensee.

J. UTILITIES

Licensee shall pay for all electricity and other utilities used in connection with the Sign.

K. SIGNBOARD INVENTORY CONTROL TAGS

Licensee, at its own expense, shall affix, and periodically change as required by Licensor, Licensor's Sign Inventory Control Tag ("Tag"), on the supporting structure of the Sign in a manner acceptable to Licensor and in a location readily visible from the main travelled way of the street or highway toward which the Sign is oriented. The Tag shall be the property of Licensor.

L. NOTIFICATION

Notices required by this Agreement shall be deemed sufficiently given if delivered personally or sent by registered or certified prepaid mail, to the address provided below for Licensee and Licensor, respectively, or to any other such address as such party shall advise the other in writing. Any such notice shall be deemed to have been given as of the date so delivered, if delivered personally, or as of the date the same is deposited in the United States mail, as the case may be. Licensee shall indicate the Licensor's lease audit number provided herein on all notices or other correspondence related to this Agreement.

M. ASSIGNMENT AND LIENS

This Agreement is personal to Licensee, and neither this Agreement nor any interest therein may be assigned or transferred in whole or in part by Licensee except to another entity owned or controlled by Licensee or under the control of Licensee. Licensee shall not allow any encumbrance or mechanic's lien to attach to the Sign or the Premises (or any other property of Licensor) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any attempted assignment or transfer in violation of this Section M shall be void. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In the event Licensee desires to sell or otherwise convey the Sign covered by this Agreement, Licensor reserves the right to charge Licensee a reasonable fee related to the expense to Licensor for the issuance of a new license agreement to the buyer.

N. JURISDICTION

This Agreement shall be governed by the laws of the State in which the Sign is located.

O. ATTORNEY'S FEES

If any litigation between the parties arises out of this Agreement, the prevailing party shall be entitled to recover from the other party the reasonable costs and attorneys' fees it incurs therein. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same or any other provision.

P. CAPTIONS

The captions contained in this Agreement are for the purpose of convenience only and are not to be used to interpret or construe this Agreement.

Q. ENTIRE AGREEMENT AND AMENDMENT

This Agreement shall constitute the sole agreement between the parties relating to the Sign and the Premises. Neither party shall be bound by any statements, promises, or warranties, oral or written, unless such statements, promises, or warranties are specifically set forth in this Agreement or set forth in any applicable master agreement or specific addendum hereto.

GNET70AB.94

Station: San Pedro

SICT No. A1377

Route Symbol & Mile Post: BG 23.01

Licensor Lease Audit No. 159150N

SIGN LICENSE AGREEMENT

This Sign License Agreement ("Agreement") is made by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Licensor"), and METROPOLITAN OUTDOOR ADVERTISING, a California corporation ("Licensee") as of July 1, 1992, ("Effective Date").

1. Licensor hereby permits the maintenance by Licensee, at Licensee's sole expense and risk, upon the terms and conditions set forth herein, of an outdoor advertising sign structure, including without limitation all concrete footings, subsurface improvements and other support structures, illumination facilities and connections (if applicable), service ladders and other appurtenances thereto (collectively "Sign"), upon that portion of Licensor's property described as 941 Pacific Avenue EL 475 Feet N/O Front ("Premises"), located in the City of Los Angeles, County of Los Angeles, State of California. The Premises shall be limited to a rectangular tract of land immediately below the Sign's Display Facing, as defined below, and shall include all necessary air rights.

2. As monetary consideration for the use of the Premises, including access to the Premises for the sole purpose of maintaining and removing the Sign, Licensee shall pay Licensor a license fee ("License Fee") of Thirty Dollars (\$30.00) per month, payable for convenience in a quarterly advance payment for the succeeding calendar quarter, commencing on the Effective Date.

The License Fee shall be payable in advance, without deduction or offset, on the first day of each calendar quarter. Acceptance by Licensor of any License Fee in advance shall not be construed as a waiver of Licensor's right to terminate this Agreement. In the event this Agreement is terminated and Licensee is not in default hereunder, any unearned License Fee in excess of Fifty Dollars (\$50.00) shall be refunded to Licensee upon request. Licensee shall indicate the Licensor lease audit number provided above on all License Fee payments due hereunder. Any payment received by Licensor fifteen (15) days after the due date shall include a late charge of ten percent (10%) of the amount owed.

The License Fee shall be subject to adjustment as follows:

- (a) On July 1, 1993, the License Fee shall increase to **Thirty-two Dollars (\$32.00)** monthly;
- (b) On July 1, 1994, the License Fee shall increase to **Thirty-four Dollars (\$34.00)** monthly.

Licensor, in its sole discretion, shall have the right to adjust the License Fee then in effect, in addition to the upward adjustment set forth above, upon thirty (30) days' notice to Licensee.

3. Licensor shall permit Licensee to locate and maintain one (1) Sign with one (1) unilluminated Display Facing, with a maximum Display Area of seventy-two (72) square feet, in a manner satisfactory to Licensor and in such manner as shall not hinder or conflict with the use of the Premises or adjoining property of Licensor by Licensor or its tenant(s), if any, and in accordance with the details contained in the Plat of License, dated 12/17/92 attached hereto and made a part hereof. The maximum Display Area shall apply on an individual basis to each Display Facing permitted hereunder.

The term "Display Facing" shall mean a flat surface that is mounted, hung, or otherwise attached to the Sign, and on which advertising copy or other messages are affixed by any means for the purpose of being viewed by the public. Mechanical or electronic mechanisms capable of displaying multiple messages are not permitted under this Agreement without the express prior written consent of Licensor.

The term "Display Area" shall mean the gross surface area of the Display Facing obtained by multiplying the length by the width of same and shall include all borders, trim, molding, and other ornamental appurtenances thereto.

Licensor, in its sole discretion, shall have the right to designate the exact location of the Sign on Licensor's property.

Licensor shall have the right to enter upon the Premises at all times.

Licensee shall maintain the Sign in good repair and appearance and shall maintain the Premises free and clear of weeds and other debris.

Licensee may use land of Licensor adjoining the Premises for the sole purpose of maintaining and removing the Sign.

4. Licensee shall release, defend (with counsel satisfactory to Licensor), hold harmless and indemnify Licensor from and against all claims, damages, losses, penalties, liabilities, suits and costs and expenses (including reasonable attorneys' fees) for any damage to property or any death of or injury to persons (including damage to property of Licensor or its tenant(s) and death of or injury to employees, agents, and invitees of Licensor or its tenant(s)) arising or resulting from:

- (a) the use of the Premises by Licensee, its agents, employees or invitees,
- (b) the use of any property of Licensor for access to or from the Sign,
- (c) the location or condition of the Premises or any part thereof, or
- (d) breach of the provisions of this Agreement by Licensee,

regardless of whether such claims, damages, losses, penalties, liabilities, suits and costs and expenses are caused by or contributed to by the negligence, active or passive, of Licensor.

Licensee shall maintain an insurance policy insuring its obligations under this Agreement, shall name Licensor as an additional insured on said insurance policy, shall maintain limits of coverage for said insurance in an amount acceptable to Licensor, and shall provide a certified copy of said insurance policy upon Licensor's request.

The term "Licensor" as used in this section shall include the successors, assigns and affiliated companies of SOUTHERN PACIFIC TRANSPORTATION COMPANY and any railroad company operating upon Licensor's track.

5. Licensee, at its own expense, shall maintain the Sign in a safe manner, and shall comply with all laws, rules, ordinances, and regulations of any municipal, state, county, or federal governmental authority or agency, whenever enacted, governing or regulating the erection or continued maintenance of the Sign, and shall defend, indemnify and hold Licensor harmless in any dispute which may arise between Licensee and any such governmental authority or agency concerning the Sign. Licensee shall bear any and all costs of obtaining any building or electrical permits and/or licenses from any governmental authority or agency required in order for Licensee to erect or maintain the Sign and also shall pay, before delinquency, all taxes, assessments, penalties or fines which may be levied or assessed upon or against the Sign, the Premises or other property of Licensor

by reason of the existence of the Sign.

6. Any privilege, sales, gross income, or other tax (not including income tax) imposed upon the License Fee, or upon Licensor in an amount measured by the License Fee, shall be paid by Licensee.

7. Licensee shall not advertise on any Display Facing on the Sign any product which competes with any product manufactured, marketed, and/or distributed by Licensor. Licensee shall not advertise any product, service, or good which is offensive to the public or Licensor, or which for any other reason Licensor, in its sole discretion, deems objectionable.

8. Licensee, at its own expense, shall affix, and periodically change as required by Licensor, Licensor's Sign Inventory Control Tag ("Tag"), on the supporting structure of the Sign in a manner acceptable to Licensor and in a location readily visible from the main travelled way of the street or highway toward which the Sign is oriented. The Tag shall be the property of Licensor.

9. Licensee shall pay for all electricity and other utilities used in connection with the Sign.

10. Licensee specifically warrants that it has erected and will maintain the Sign on the Premises at Licensee's sole expense and risk, and that Licensee shall bear the entire cost of constructing, relocating, maintaining and operating the Sign. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in furnishing any materials or performing any labor in connection with the Sign, including without limitation furnishing such watchmen, flagmen and inspectors as Licensor deems necessary. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to indicate that Licensor is acting as a joint venturer with Licensee in the erection or maintenance of the Sign and Licensor shall not be held liable for any actions of Licensee with respect to the Sign, the Premises or this Agreement.

Without limiting the foregoing, Licensee accepts fully all risks associated with locating the Sign adjacent to an operating transportation corridor. If the Sign is destroyed or otherwise damaged due to any cause incidental to the transportation, pipeline or communications business, including, but not limited to, train derailments and related events, Licensee shall bear the full cost thereof, and shall not seek any reimbursement, compensation, or other consideration from Licensor as a result thereof.

11. In the event land abutting the Premises is designated as a freeway or a limited freeway, Licensor does not guarantee, nor shall anything herein contained be construed as granting to Licensee, the right of ingress to or egress from the Premises from said freeway or limited freeway for the erection, maintenance, servicing or removal of the Sign.

12. Absence of markers does not constitute a warranty by Licensor of no subsurface installations at or about the Premises.

— 13. This Agreement may be terminated by either party without cause upon thirty (30) days' advance written notice to the other party.

In the event of any such termination of this Agreement, Licensee shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements, and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in a manner acceptable to Licensor, on or before the date ("Removal and Restoration Date") ten (10) days after the effective date of termination. If Licensee fails to remove the Sign and restore the Premises on or before the Removal and Restoration Date, Licensor, in its sole discretion, may elect (a) to accept Licensee's title and interest in the Sign, and in such event the Sign shall become the property of Licensor, and Licensee shall be deemed to have granted to Licensor all its right, title and interest in and to the Sign and all governmental permits or

licenses relating to the Sign or (b) to remove the Sign and restore the Premises to said satisfactory condition, at the sole cost of Licensee. This Agreement, with all terms contained herein, including the payment of the License Fee, shall remain in effect until such time as the Sign is removed and the Premises restored, either by Licensee or by Licensor at Licensee's expense, or until Licensor notifies Licensee of its acceptance of Licensee's title and interest in the Sign.

No termination of this Agreement shall release Licensee from any liability which may have attached or accrued prior to, or which may be accruing at, the time of such termination, nor from any obligation or other indemnity contained herein.

- Anything in this Agreement to the contrary notwithstanding, due to the unique nature and demands of the transportation, pipeline and communication business, it is expressly agreed by the parties hereto that Licensor, at its sole discretion, shall have the right to terminate this Agreement upon twenty-four (24) hours' notice and require immediate removal of the Sign within that period if necessary for any rail, pipeline, or any other communication or transportation need, purpose or project.

Licensee shall not be entitled to any award payable in connection with any exercise of eminent domain or transfer in lieu thereof affecting Licensor's property, or Licensor's or Licensee's interest in this Agreement, provided that Licensee shall be entitled to any proceeds specifically attributable to the structure and physical appurtenances constituting the Sign.

14. Licensee shall give Licensor five (5) days' advance notice of the time Licensee proposes to perform any work, other than the normal changing of advertising copy, on the Sign by contacting Licensor's Property Manager, at (213) 780-6907. Further, Licensee, at least five (5) days prior to performing any digging activities on the land of Licensor shall contact Southern Pacific Telecommunications Company at 1-800-283-4237 (a 24-hour number) to determine if a telecommunications system is buried anywhere on or about the Premises. If a system is buried on or about the Premises, Licensee, at Licensee's sole expense, shall contact the owner of the system, arrange for a cable locator, and make arrangements for the necessary protection or relocation of the system prior to beginning any work or any below ground excavation on or about the Premises. No protection or relocation of the system or any part thereof shall be allowed without the prior written consent of the owner thereof.

15. This Agreement shall be governed by the laws of the State of California.

16. Notices required by this Agreement shall be deemed sufficiently given if delivered personally or sent by registered or certified prepaid mail, to the address provided below for Licensee and Licensor, respectively, or to any other such address as such party shall advise the other in writing. Licensee shall indicate the Licensor lease audit number provided above on all notices or other correspondence related to this Agreement. Any such notice shall be deemed to have been given as of the date so delivered, if delivered personally, or as of the date three (3) days after the same is deposited in the United States mail, as the case may be.

17. This Agreement shall constitute the sole agreement between the parties relating to the Sign and the Premises. Neither party shall be bound by any statements, promises, or warranties, oral or written, unless such statements, promises, or warranties are specifically set forth in this Agreement or set forth in any applicable master agreement or specific addendum hereto.

18. If any litigation between the parties arises out of this Agreement, the prevailing party shall be entitled to recover from the other party the reasonable costs and attorneys' fees it incurs therein. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same or any other provision.

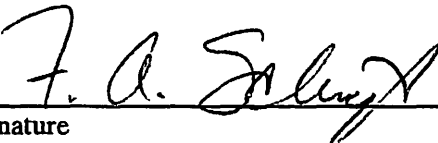
19. This Agreement is personal to Licensee, and neither this Agreement nor any interest therein may be assigned or transferred in whole or in part by Licensee except to another entity owned or controlled by Licensee. Licensee shall not allow any encumbrance or mechanic's lien to attach to the Sign or the Premises (or any other property of Licensor) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any attempted assignment or transfer in violation of this Section 19 shall be void. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In the event Licensee desires to sell or otherwise convey the Sign covered by this Agreement, Licensor reserves the right to charge Licensee a reasonable fee related to the expense to Licensor for the issuance of a new license agreement to the buyer.

LICENSOR:

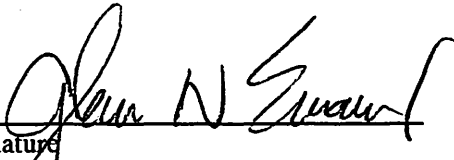
LICENSEE:

SOUTHERN PACIFIC TRANSPORTATION COMPANY
1200 Corporate Center Drive, Ste. 100
Monterey Park, CA 91754-7605

METROPOLITAN OUTDOOR ADVERTISING
1210 E. 223rd Street, Ste. 301
Carson, CA 90745



Signature



Signature

Fredrick A. Schmigle

Name

Glenn Emmanuel

Name

Director, Outdoor Advertising

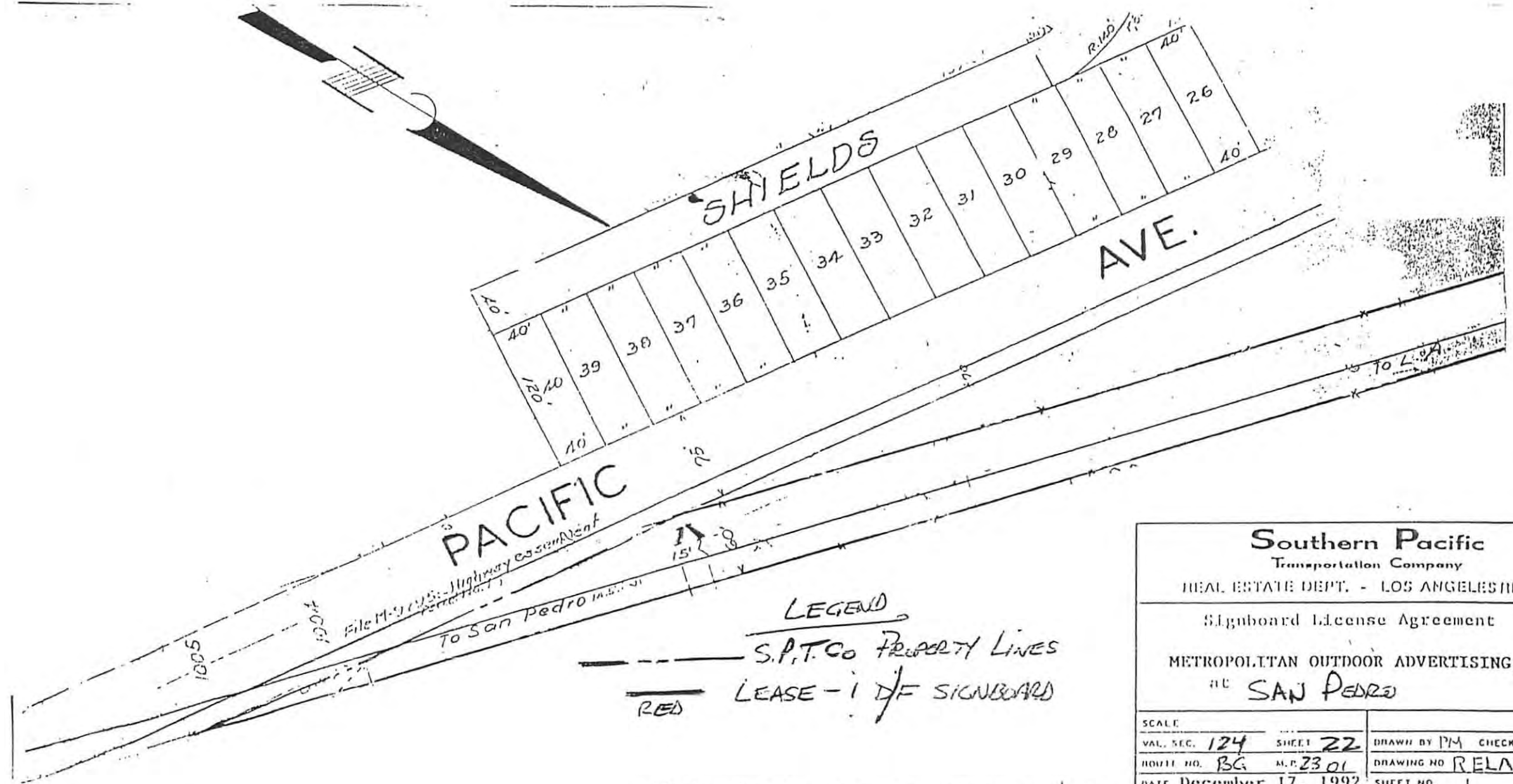
Title

Vice President

Title

NOTE - If an incorporated company, License should be executed by an authorized officer thereof and his title indicated; otherwise, signatures should be witnessed by an employee of Licensor, if practicable or, if not, by a disinterested party.

SIGNLIC.AGRMT\Met-RLA.70A



LEGEND
 - - - - - S.P.T. Co PROPERTY LINES
 ——— LEASE - 1 D/F SIGNBOARD
 RED

Southern Pacific Transportation Company			
REAL ESTATE DEPT. - LOS ANGELES REGION			
Signboard License Agreement			
METROPOLITAN OUTDOOR ADVERTISING, INC. at SAN PEDRO			
SCALE			
VAL. SEC. 124	SHEET 22	DRAWN BY PM	CHECKED BY
ROUTE NO. BG	M.P. 23.01	DRAWING NO. RELA 1	
DATE December 17, 1992		SHEET NO.	
REVISED TO		FILE DRAWER	

941 PACIFIC AVE EL 475 FT N/O FRONT

159150



Post Office Box 151

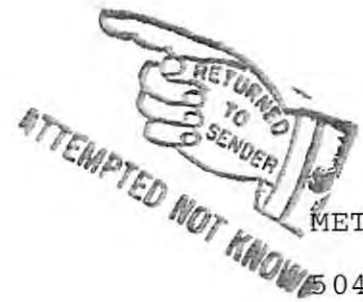
San Pedro, CA 90733-0151

SEP 19 11 27 AM '00

9/19/00

Don,
Need new address on
metropolitan outdoor advertising
also, any update on
Gazette outdoor advertising

Thanks,
Inval
X 3749



METROPOLITAN OUTDOOR ADVERTISING

504 S. BEACH BLVD #415

ANAHEIM, CA 92804

VNR
2145



Karen Bass

Mayor, City of Los Angeles

Board of Harbor Commissioners

Lucille Roybal-Allard President

Diane L. Middleton Vice President

Michael Muñoz Commissioner

Edward R. Renwick Commissioner

I. Lee Williams Commissioner

Eugene D. Seroka

Executive Director

June 26, 2024

Sent via Certified Mail #7021 0350 0001 5483 7372

Outfront Media 405 Lexington Avenue, 17th Floor New York, NY 10174

Outfront Media Dave Ryan, Real Estate 1731 Workman Street Los Angeles, CA 90031 dave.ryan@outfrontmedia.com

Outfront Media To the attention of Registered Agent Capitol Corporate Services 455 Capitol Mall Complex, Suite 217 Sacramento, CA 95814

SUBJECT: NOTICE OF TERMINATION FOR SIGN LICENSE AGREEMENT - LICENSOR LEASE AUDIT NO. 159981N

To Whom It May Concern:

Sign License Agreement – Licensor Lease Audit No. 159981N (“LLA-159981N”) grants and permits Combined Communications Corporation, dba Gannett Outdoor Company of Southern California, the maintenance of “one (1) sign” on that certain property north of Pacific Avenue in San Pedro, California, more particularly described in LLA-159981N. Please see attached copy. Southern Pacific Transportation Company (“SPTC”) originally granted LLA-159981N on April 1, 1994. The City of Los Angeles, through its Board of Harbor Commissioners, was assigned LLA-159981N, through mesne assignments and transfers, and is now the successors-in-interest to SPTC. We understand Outfront Media is the successor-in-interest to Gannett Outdoor Company under LLA-159981N.

Section G(1) of Part II-General Terms of LLA-159981N states “This Agreement may be terminated by either party without cause upon Thirty (30) days’ advance written notice to the other party.” Additionally, under the Section G(2), it states “...Licensee shall promptly remove the Sign including, without limitation, all concrete footings, subsurface improvements and other appurtenances and restore the Premises to its original condition including, without limitation, any required compaction of soil, in the manner acceptable to Licensor, on or before the date (“Removal and Restoration Date”) ten (10) days after the effective date of termination.”

YOU ARE HEREBY GIVEN NOTICE that Sign License Agreement – Licensor Lease Audit No. 159981N is terminated effective 30 days after the date of this letter, and that you have an additional 10 days thereafter to remove the sign and restore the premises as stated above.

For our records, please sign and date below confirming your understanding of this notice, including your obligation to vacate the premises and restore the premises on or before ten (10) days after the effective date of termination, pursuant to LLA-159981N. Please return the signed 2nd copy of this notice to the Port of Los Angeles. A self-addressed and self-stamped envelope is attached for your convenience.

Please understand that the return of a signed copy of this notice does not affect the validity and effectiveness of this notice of termination.

Outfront Media

Signature: _____

Print Name and Title: _____

Date: _____

Before initiating any restoration work, please submit an Application for Port Permit by navigating online to <https://portoflosangeles.org/business/permits> and selecting the "Leasing Port Property". Then scroll down to the "Current Tenants" section and click "Application for Port Permit Form" for an online form. Please email copy of completed application form to developmentpermits@portla.org.

If you have any questions, please direct them to Cal Pacific Land Services, our Railroad Property Management Consultant, at the following address and telephone number:

Cal Pacific Land Services, Inc.
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Mr. Regner Globus
Phone: 310 463-5151

Sincerely,

for *Michael DiBernardo*

EUGENE D. SEROKA
Executive Director

ES:MD:MK:jg

Attachments: Copy of Agreement
Copy of Notice of Termination with self-addressed and self-stamped envelope

cc: Risk Management (Bersales) Accounting & Budget (Manalo)
City Attorney (Argento) Construction & Maintenance (Clark)
Chief Financial Officer (Strafford) Los Angeles County Assessor
Real Estate (Barry; Garrett) Office of Finance/Tax Permit Div

ec: Michael DiBernardo, Harbor Department, Deputy Executive Director, Marketing/Customer Relations
Marisa Katnich, Director, Harbor Department, Cargo/Industrial Real Estate
Keith Heeley, Harbor Department, Cargo/Industrial Real Estate
Kenneth Mattfeld, Harbor Department, City Attorney
Regner Globus, Cal Pacific rglobus@calpacland.com



PROPERTY PROFILE



Cheryl Yanez
SVP, National Accounts
213-718-6190
Cheryl.Yanez@ctt.com
www.californians.ctic.com

Date: 06/17/2024
Property: 1002 N PACIFIC AVE, SAN
PEDRO, CA 90731-1636
APN: 7440-025-001
County: LOS ANGELES

Subject Property Location

Report Date: 06/17/2024
Order ID: R151561069

Property Address 1002 N PACIFIC AVE
City, State & Zip SAN PEDRO, CA 90731-1636
County LOS ANGELES COUNTY
Mailing Address 85 ZION DR, LAKE FOREST, CA 92630-8737
Census Tract 9800.31
Thomas Bros Pg-Grid 824-5B

Property Use Office Bldg (General)
Parcel Number 7440-025-001
Latitude 33.752881
Longitude -118.28976

Legal Description Details Sec/Twn/Rng/Mer: SEC 12 TWN 05S RNG 14W Brief Description: TIDE LAND LOCATION NO 154*FOR DESC SEE ASSESSOR'S MAPS POR OF SEC 12 T5S R14W

Current Ownership Information *Source of Ownership data: Assessment Data

Primary Owner Name(s)	MANTIKAS COSTANTINOS
Vesting	


Latest Full Sale Information

Details beyond coverage limitations



Financing Details at Time of Purchase

No financing details available

Property Characteristics

	Bedrooms		Year Built	1954	Living Area (SF)	1,008
	Bathrooms/Partial		Garage/No. of Cars		Price (\$/SF)	
	Total Rooms		Stories/Floors	1 Story	Lot Size (SF/AC)	15,848/.36
	Construction Type	Wood	No. of Units		Fireplace	
	Exterior Walls		No. of Buildings		Pool	
	Roof Material/Type		Basement Type/Area		Heat Type	
	Foundation Type		Style		A/C	
	Property Type	Office	View		Elevator	
	Land Use	Office Bldg (General)			Zoning	LAM3

Assessment & Taxes

	Assessment Year	2023	Tax Year	2023	Tax Exemption	
	Total Assessed Value	\$75,221	Tax Amount	\$2,079.62	Tax Rate Area	0-014
	Land Value	\$41,450	Tax Account ID			
	Improvement Value	\$33,771	Tax Status	No Delinquency Found		
	Improvement Ratio	44.9%	Delinquent Tax Year			
	Total Value		Market Improvement Value			
	Market Land Value		Market Value Year			

Lien History

Trans. ID	Recording Date	Lender	Amount	Purchase Money
No details available				

Loan Officer Insights

No details available

Subject Property Location

Property Address 1002 N PACIFIC AVE
City, State & Zip SAN PEDRO, CA 90731-1636

Report Date: 06/17/2024
Order ID: R151561070
County: LOS ANGELES

Comparable Sales

No comparable sales found for subject property with selected filter criteria.

Subject Property Location

Report Date: 06/17/2024

Property Address 1002 N PACIFIC AVE
 City, State & Zip SAN PEDRO, CA 90731-1636
 County LOS ANGELES COUNTY
 Mailing Address 85 ZION DR, LAKE FOREST, CA 92630-8737






Order ID: R151561071

Property Use Office Bldg (General)
 Parcel Number 7440-025-001

Transaction Summary


Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1		Deed					

Transaction History Legend

	Transfer		Mortgage		Mortgage Assignment
	Foreclosure Activity		Mortgage Release		

Transaction Details

Transfer

	Transaction ID	1	Recorder Doc Number		Partial Interest Transferred	
	Transfer Date		Document Type	Deed	Type of Transaction	Per Assessor
	Sale Price		Document Description		Multiple APNs on Deed	
	Recorder Book/Page		Recording Date		Property Use	Office Bldg (General)
	Buyer 1		Buyer 1 Entity		Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1		Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	SEC 12 TWN 05S RNG 14W
	Legal Brief Description/ Unit/ Phase/ Tract		TIDE LAND LOCATION NO 154*FOR DESC SEE ASSESSOR'S MAPS POR OF SEC 12 T5S R14W/ /		Title Company Name	

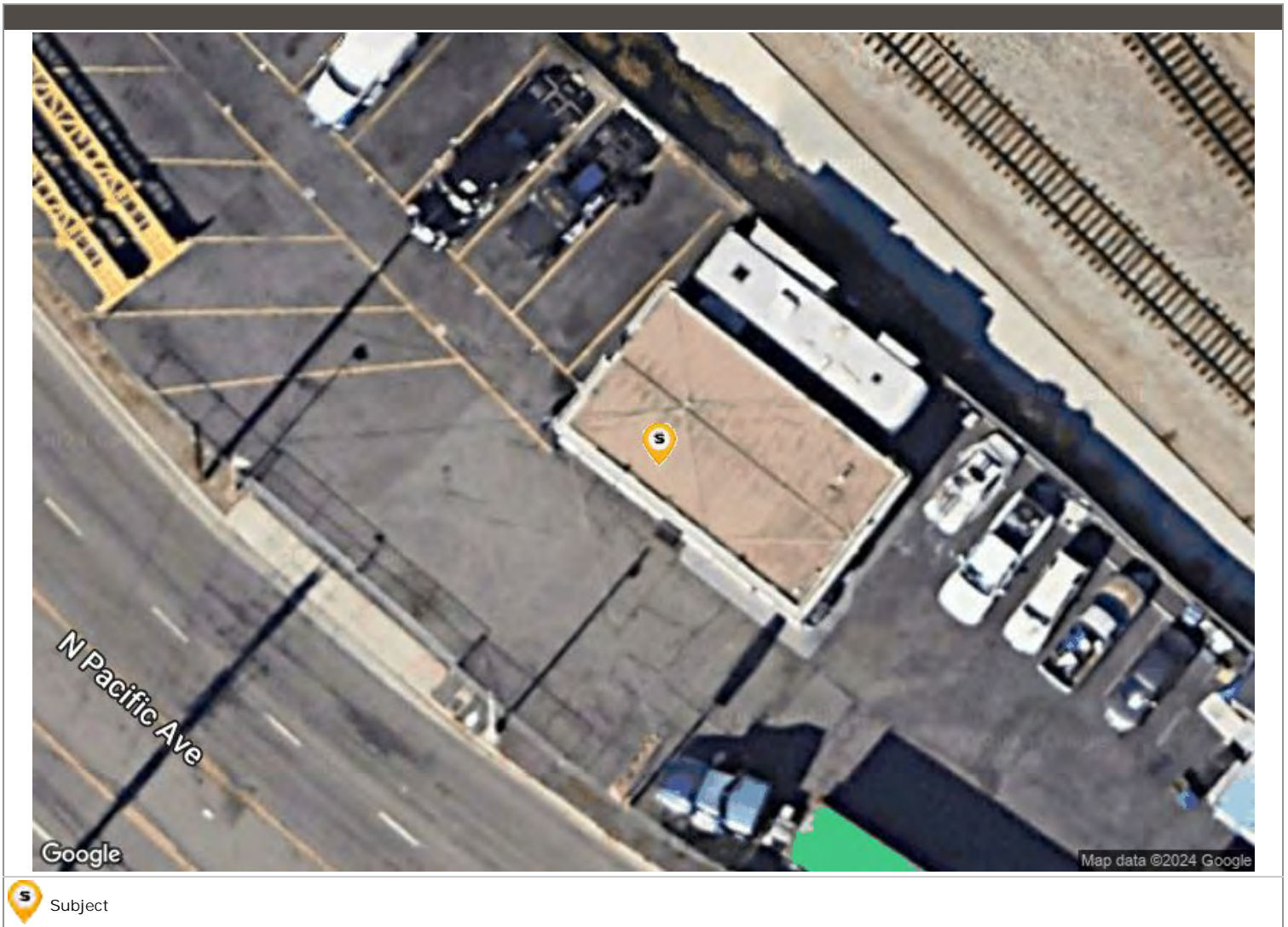


Subject Property Location

Property Address 1002 N PACIFIC AVE
City, State & Zip SAN PEDRO, CA 90731-1636
County LOS ANGELES COUNTY
Mailing Address 85 ZION DR, LAKE FOREST, CA 92630-8737
Owner Name MANTIKAS COSTANTINOS

Report Date: 06/17/2024
Order ID: R151561072

Property Use Office Bldg (General)
Parcel Number 7440-025-001




Subject Property Location

Report Date: 06/17/2024

Order ID: R151561073

Property Address 1002 N PACIFIC AVE
 City, State & Zip SAN PEDRO, CA 90731-1636
 County LOS ANGELES COUNTY
 Mailing Address 85 ZION DR, LAKE FOREST, CA 92630-8737

Property Use Office Bldg (General)
 Parcel Number 7440-025-001

Subject Property					
Address	1002 N PACIFIC AVE, SAN PEDRO, CA 90731		APN	7440-025-001	
Owner	MANTIKAS COSTANTINOS		Lot Size (SF/AC)	15,848/.36	
Bedrooms	0	Year Built	1954	Living Area (SF)	1,008
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #1					
Address	981 N PACIFIC AVE, SAN PEDRO, CA 90731		APN	7448-018-004	
Owner	PARTY TIME ICE		Lot Size (SF/AC)	4,877/.11	
Bedrooms	0	Year Built	1973	Living Area (SF)	200
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #2					
Address	957 N PACIFIC AVE, SAN PEDRO, CA 90731		APN	7448-018-030	
Owner	ROMERO BENITO		Lot Size (SF/AC)	29,109/.67	
Bedrooms	0	Year Built		Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #3					
Address	1001 N PACIFIC AVE, SAN PEDRO, CA 90731		APN	7448-018-029	
Owner	AGAJANIAN CHRIS		Lot Size (SF/AC)	5,510/.13	
Bedrooms	0	Year Built	1972	Living Area (SF)	3,430
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #4					
Address	983 N PACIFIC AVE, SAN PEDRO, CA 90731		APN	7448-018-027	
Owner	PARTY TIME ICE		Lot Size (SF/AC)	7,174/.16	
Bedrooms	0	Year Built	1979	Living Area (SF)	1,805
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #5					
Address	600 SHIELDS DR, SAN PEDRO, CA 90731		APN	7448-018-017	
Owner	RODRIGUEZ JUAN A & ELY		Lot Size (SF/AC)	6,672/.15	
Bedrooms	3	Year Built	1925	Living Area (SF)	672
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor #6					
Address	612 SHIELDS DR, SAN PEDRO, CA 90731		APN	7448-018-018	
Owner	BINSANN CHANHAK; TAING VUTHY		Lot Size (SF/AC)	5,733/.13	
Bedrooms	2	Year Built	1989	Living Area (SF)	1,122
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor # 7					
Address	620 SHIELDS DR, SAN PEDRO, CA 90731			APN	7448-018-019
Owner	OLGUIN YESENIA			Lot Size (SF/AC)	6,690/.15
Bedrooms	2	Year Built	1989	Living Area (SF)	1,467
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor # 8					
Address	925 N PACIFIC AVE, SAN PEDRO, CA 90731			APN	7448-018-028
Owner	NEPTUNE ELECTRONICS INC			Lot Size (SF/AC)	9,602/.22
Bedrooms	0	Year Built	1962	Living Area (SF)	3,360
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor # 9					
Address	960 N GRAND AVE, SAN PEDRO, CA 90731			APN	7448-019-021
Owner	ESCOBAR GEORGE JR AND ELVIRA TRS; G AND E ESCOBAR TRUST			Lot Size (SF/AC)	3,224/.07
Bedrooms	3	Year Built	1926	Living Area (SF)	975
Bathrooms/Partial	1	Garage/No. of Cars		Phones	

Nearby Neighbor # 10					
Address	557 SHIELDS DR, SAN PEDRO, CA 90731			APN	7448-019-020
Owner	MARTINEZ, ANTONIO J; MARTINEZ, BARBARA S			Lot Size (SF/AC)	2,597/.06
Bedrooms	2	Year Built	1992	Living Area (SF)	978
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor # 11					
Address	1050 N PACIFIC AVE, SAN PEDRO, CA 90731			APN	7440-017-911
Owner	L A CITY			Lot Size (SF/AC)	14,903/.34
Bedrooms	0	Year Built	1975	Living Area (SF)	790
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor # 12					
Address	950 N GRAND AVE, SAN PEDRO, CA 90731			APN	7448-019-019
Owner	ALBANO STEPHEN			Lot Size (SF/AC)	5,216/.12
Bedrooms	1	Year Built	1951	Living Area (SF)	592
Bathrooms/Partial	1	Garage/No. of Cars		Phones	

Nearby Neighbor # 13					
Address	955 N GRAND AVE, SAN PEDRO, CA 90731			APN	7448-017-001
Owner	MILLER PAUL; PAUL MILLER TRUST			Lot Size (SF/AC)	7,374/.17
Bedrooms	4	Year Built	1955	Living Area (SF)	1,362
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor # 14					
Address	946 N GRAND AVE, SAN PEDRO, CA 90731			APN	7448-019-018
Owner	PENA ISRAEL M			Lot Size (SF/AC)	5,401/.12
Bedrooms	4	Year Built	2006	Living Area (SF)	2,569
Bathrooms/Partial	3	Garage/No. of Cars		Phones	

Nearby Neighbor #15

Address	941 N GRAND AVE, SAN PEDRO, CA 90731		APN	7448-017-022	
Owner	PRIZLOW RON; DSON ROSEMARIE		Lot Size (SF/AC)	7,867/.18	
Bedrooms	2	Year Built	1948	Living Area (SF)	918
Bathrooms/Partial	1	Garage/No. of Cars		Phones	

Disclaimer

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To	From
BOARD OF HARBOR COMMISSIONERS	
EXECUTIVE DIRECTOR	
DED - DEVELOPMENT	
DED - FINANCE & ADMINISTRATION	
DED - OPERATIONS	
DED - BUSINESS DEVELOPMENT	
DED - EXTERNAL RELATIONS	
SR DIRECTOR, COMMUNICATIONS	
SR DIRECTOR, GOVERNMENT AFFAIRS	
ACCOUNTING	
BUSINESS & TRADE DEVELOPMENT	
CHIEF FINANCIAL OFFICER	
CITY ATTORNEY	
COMMISSION OFFICE	
CONSTRUCTION	
CONSTRUCTION & MAINTENANCE	
CONTRACTS & PURCHASING	
DEBT & TREASURY	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

October 30, 2013



To	From
ENGINEERING	XX
ENVIRONMENTAL	
FINANCIAL MANAGEMENT	
GOODS MOVEMENT	
GOVERNMENT AFFAIRS	
GRAPHIC SERVICES	
HUMAN RESOURCES	
INFORMATION TECHNOLOGY	
MANAGEMENT AUDIT	
MEDIA RELATIONS	
PLANNING & ECONOMIC DEV.	
PORT PILOTS	
PORT POLICE	
PUBLIC RELATIONS	
REAL ESTATE	
RISK MANAGEMENT	
WHARFINGERS	

SUBJECT: COST TO PLACE UTILITY LINES UNDERGROUND ALONG FRONT STREET (BETWEEN REGAN STREET & PACIFIC AVENUE) IS INFEASIBLE MITIGATION MEASURE MM AES-3
BERTH 97-109 (CHINA SHIPPING) CONTAINER TERMINAL PROJECT MITIGATION MMAES-1 AND MMAES-3

Please be advised that the Engineering Division has received a cost estimate from the Los Angeles Department of Water & Power – Power System (LADWP-PS) that values the cost to place the existing utility lines underground along 2390 feet of the north side of Front Street (between Regan Street and Pacific Avenue at \$6,000,000, or \$2,510 per foot.

Mitigation Measure MM AES-3 states the cost to place the utility lines underground is infeasible if the cost exceeds \$1,000 per foot.

MM AES-3 states that if the cost exceeds \$1,000 per linear foot, then alternative measures can be considered. The Engineering Division proposes the following alternate measures instead of placing the utility lines underground:

1. Widen the proposed landscaped area along Front Street (from Regan Street to Pacific Avenue) from a "5-ft wide planting strip" (as defined in Mitigation Measure MM AES-1) to 19-ft wide parkway;
2. Add a 12-ft wide multi-use path (pedestrian and bicycle) within the 19-ft wide parkway;
3. Place the "5-ft wide planting strip" adjacent to the traveled roadway;
4. Add an additional 2-ft wide landscaped area between the back of the multi-use path and the property line;

The Engineering Division proposes to construct this work as part of the proposed Front Street Beautification Project thus, fulfilling this portion of MM AES-3.

The Engineering Division requests the Environmental Management Division's concurrence that the placement of the utility lines is not feasible as defined in MM AES-3, and that our proposed alternative measures are acceptable as allowed per MM AES-3.

BACKGROUND:

MM AES-1

MM AES-1 of the Berth 97-109 (China Shipping) Container Terminal Project states:

- 1. Reconfigure fence line bordering Front Street to create a 5-foot-wide planting strip alongside the edge of the street that will be planted with low shrubs and some trees. Plant species used for the re-landscaping must be selected for attractiveness, their relationship to existing planting themes in the surrounding area, and their environmental values. The plants installed must be of an adequate size to create an attractive planting composition within 5 years.*
- 2. Implement the recommendations of the Northwest Harbor Beautification Plan as applicable. The recommendations include landscaping two gateways to the Port: the area adjacent to the Channel Street on and off-ramps from the I-110 and SR-47; and the Harbor Boulevard on- on off-ramps from SR-47. Planting shall be designed to promote erosion control along all hillsides.*

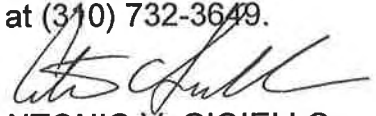
MM AES-3

Mitigation measure MM AES-3 of the Berth 97-109 (China Shipping) Container Terminal Project states:

To offset the reduction in the quality of views from the upper portions of the Channel Street corridor, implement beautification plan improvements along the portion of John S. Gibson Boulevard and Pacific Avenue at the intersection of Channel Street. These improvements, which will include landscaping and creation of view areas of the Port, walkways, and bike paths, should be designed with the objectives of upgrading the visual quality of the eastern end of the Pacific Avenue corridor and creating an attractive gateway to the Port that links with the system of amenities the Port is developing along the western edge of Port lands. One of the key improvements proposed is removal of a large billboard and deteriorated building on the east side of Pacific Avenue adjacent to the China shipping site and close to the intersection with Channel Street. Removal of the billboard and building will improve the visual quality of this area and will provide space for installation of landscaping and visitor amenities.

Additionally, the utility poles along this segment will be removed and all utility lines will be placed underground if feasible. Placement of utility lines underground will be subject to cost feasibility. If costs exceed \$1,000 per linear foot, the Port will reassess placement of utility lines underground and propose alternative measures, such as additional landscaping and/or reduced numbers of underground utility placements. The Port also will begin negotiations to remove and possibly relocated a truck resale facility on the northeast corner of the Pacific Avenue and Front Street intersection. When removed, the vacated area would be landscaped with vegetation consistent with the Pacific Avenue Corridor Improvements."

For any questions, please contact Sue Lai of my staff at (310) 732-3649.


ANTONIO V. GIOIELLO
Chief Harbor Engineer

MM AES-4: Plaza Park

2008 MMRP



Plaza Park



Beacon Street



Ports O' Call









Plaza Park



Beacon Street



Ports O' Call







MEMORANDUM NO. _____

MEMORANDUM OF UNDERSTANDING BETWEEN
THE HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES

AND

THE DEPARTMENT OF RECREATION AND PARKS
OF THE CITY OF LOS ANGELES

FOR THE

PLAZA PARK IMPROVEMENT PROJECT

MEMORANDUM OF UNDERSTANDING BETWEEN
THE HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES AND
THE DEPARTMENT OF RECREATION AND PARKS OF LOS ANGELES
FOR THE PLAZA PARK IMPROVEMENT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between THE HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners (“Department” or “Grantor”) and THE DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES, (“RAP” or “Grantee”).

WHEREAS, in 2003, the Department created a five-year, \$25 million Community Aesthetic Mitigation Program for the communities of San Pedro and Wilmington (“Mitigation Program”) as a result of the China Shipping Settlement Agreement between the City of Los Angeles and the Natural Resources Defense Council, which was approved in March 2003 and later amended in June 2004 (“Amended Stipulated Judgment”); and

WHEREAS, the Mitigation Program mandates that the aesthetic mitigation funds be expended only for open space and park improvements; landscape and beautification projects; or for educational, arts and athletic facilities that reduce the negative impacts resulting from Port of Los Angeles (“Port”) operations in San Pedro and Wilmington; and

WHEREAS, in 2003, the Department solicited improvement projects for the Communities of San Pedro and Wilmington to be funded by the Mitigation Program, which resulted in the submission of the Plaza Park Improvement Project (“Project”) by the Beautification Committee of the San Pedro Chamber of Commerce (“Applicant”), and the subsequent recommendation of this Project to the Board of Harbor Commissioners by the Port Community Advisory Committee; and

WHEREAS, in December 2008, the Board of Harbor Commissioners approved the China Shipping Container Terminal Project Final Environmental Impact Report and the improvement of Plaza Park as a mitigation measure in the document as a place where the public can enjoy views of the Port and of the Vincent Thomas Bridge;

WHEREAS, in December 2008, the Board of Harbor Commissioners approved funding of the Project in an amount not-to-exceed \$5,000,000 of Mitigation Program funds and authorized the Executive Director or designee to negotiate this MOU; and

WHEREAS, Plaza Park is under the jurisdiction of RAP; therefore, RAP will be the responsible agency for Project contracting and construction oversight and will provide Project updates to the Beautification Committee of the San Pedro Chamber of Commerce and the Department.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY RAP

A. RAP will coordinate in good faith with the Harbor Department to establish an implementation approach, project completion schedule, and disbursement schedule which must be approved by the Executive Directors of both departments.

B. RAP shall complete the design and construction of the Project. RAP shall engage contractors, including a qualified landscape architect and other subcontractors, preferably with waterfront and coastal trail experience, as necessary to complete design and construction of the Project. RAP and its contractors shall: (i) provide Department with certain professional, technical and expert services to implement the Project as set forth in concept in Exhibit "A" which may be required and requested by the Department Executive Director or designee; and (ii) be responsible for oversight of all Project work including but not limited to land survey, design completion and approval, construction, and maintenance.

C. RAP shall complete and approve the design and implement Project as closely as possible to the project design attached hereto as Exhibit "A". The attached design is provided as reference and concept as it includes the Applicant's requested components for the park improvement, which is the basis for the allocated funding. In addition to the attached design, RAP must include the following elements in the final design: a system of safe, attractive pedestrian paths and stairways, including signs, arrows, and other design elements that direct visitors up to the park to view the Port. Improvements should include new walkways and railings; a Harbor overview seating area; a Port and bridge overlook area with interpretive signage, including signage for the California Coastal Trail and improved view corridors; and upgraded landscaping and lighting, and other improvements as necessary to make the park a safe and attractive place from which the Port and bridge views could be appreciated. Any interpretive signage related to the Port and the California Coastal Trail shall be subject to approval by the Executive Director or designee. Significant proposed changes in the project scope shall be submitted to the Department and the Chair of the Beautification Committee of the San Pedro Chamber of Commerce for information.

D. During contractor selection, project design and construction, a designee from RAP with responsibility for the project and from Department shall attend a monthly meeting with the Beautification Committee of the San Pedro Chamber of Commerce to update the Project status for the community.

E. Upon Project completion, RAP shall be solely responsible for all maintenance of the property, including all maintenance costs, to which the Department shall not contribute.

II. SERVICES TO BE PERFORMED BY DEPARTMENT

A. Harbor Department will coordinate in good faith with the Harbor Department to establish an implementation approach, project completion schedule, and

disbursement schedule which must be approved by the Executive Directors of both departments.

B. The sole purpose of this MOU is to coordinate an implementation approach and to establish a mechanism through which the Mitigation Program funds will be disbursed by Department to RAP. The Department shall have no responsibility or obligations with respect to RAP's in-kind or management services, funding or administration related to selection of design completion or construction services. The plans describing the Project to be funded by Department are attached as Exhibit "A" for reference and concept. Final design will require Chief Harbor Engineer approval prior to implementation. RAP shall also provide plans to the Applicant at the same time as they are submitted to the Department.

C. The Port Executive Director or designee is designated as the Department's contract administrator who shall decide any and all questions on: (i) the quality or acceptability of the services performed and the manner of performance hereunder, (ii) the interpretation of instructions to RAP, (iii) what constitutes acceptable performance of this MOU, and (iv) the amount of compensation due. Notwithstanding the preceding, the termination of this MOU shall be governed by the provisions of Article III and/or Article IV.

III. EFFECTIVE DATE AND TERM OF MOU

A. Subject to the provisions of Section 245 of the Los Angeles City Charter, the effective date of this MOU shall be its date of execution by all parties hereto. The term of this MOU shall not exceed two years from the date it becomes effective, unless earlier terminated as provided in this MOU.

B. This MOU shall be in full force and effect commencing from the date of its execution by all parties (the "Effective Date") and continue until the earlier of the following occurs:

1. Completion of the Project as described herein.
2. Three years have passed since the Effective Date.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This MOU is subject to the provisions of the Los Angeles City Charter, Section 320 which, among other things, precludes the Department from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated.

In approving this MOU, the Board of Harbor Commissioners is expected to appropriate sufficient funds to meet the estimated expenditure of funds for the Project

through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the MOU. However, the Board of Harbor Commissioners is under no legal obligation to do so.

The Department, its boards, officers, and employees are not bound by the terms of this MOU or obligated to make payment hereunder in any fiscal year in which the Board does not appropriate funds therefore. Accordingly, subject to the payment provisions of Article V, Grantee (and its contractor) is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the MOU by the Board of Harbor Commissioners.

Although Grantee is not obligated to perform any work under this MOU in any fiscal year (July 1-June 30) in which no appropriation has been made, Grantee agrees to resume performance of the work required by this MOU on the same terms and conditions within thirty (30) days after the end of the fiscal year if an appropriation is approved by the Board of Harbor Commissioners for that work within that thirty (30) days period. Grantee is responsible for maintaining all insurance and bonds during this thirty (30) days period until the appropriation is made; however, such extension of time is not compensable.

Subject to the preceding paragraph, if in any subsequent fiscal year funds are not appropriated by the Board of Harbor Commissioners for the work required hereunder, this MOU shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred, nor relieve Grantor from its payment obligations of Article V.

V. COMPENSATION AND PAYMENT

A. As compensation for RAP's satisfactory performance of the services required by this MOU, the Department shall pay and reimburse RAP at the rates set forth in the disbursement schedule in Article V, Section (C) below.

B. The maximum payable under this MOU to RAP, including reimbursable expenses, shall be Five Million Dollars (\$5,000,000).

C. Department agrees to pay and RAP agrees to accept in full satisfaction thereof a grant of up to Five Million Dollars (\$5,000,000) for implementation of the Project. Disbursements to RAP shall be made as follows:

1. \$890,000 disbursement upon agreement of Project Scope of Work and Project Schedule. This will cover "soft costs" as survey, geotech, CEQA, Project Management, Construction Management and Administration, design, Permits, Inspection, Consultants, etc.;
2. \$ \$2,055,000 (50% of construction costs) disbursement during Bid and Award phase.;

3. \$2,055,000 (50% of construction costs) upon \$25% of construction completion.
4. RAP is responsible for Design, Project Management, and Construction Management for the project.
5. The project may need to be implemented in phases in order to accommodate the various Master Plans impacting the area. The compensation and disbursements, as a result, may need to be revised. The revisions are permitted only if agreed to and authorized in writing by both General Managers/Executive Directors of the Harbor Department and the Department of Recreation and Parks.
6. In the case that the final Project statement shows that total Project disbursements (disbursements 1 through 6) have exceeded total Project expenses and that a surplus balance exists for the project, the Grantee shall return the balance of granted but unexpended funds to the Grantor within sixty (60) days of a written request by the Chief Harbor Engineer or designee.

D. Any additional costs related to the Project are the sole responsibility of Grantee.

E. Any time during the term of this MOU, the Department has the right to audit Grantee's books and records related to the Project, subject to thirty (30) days advance written notice.

F. Grantee shall provide annually and at the end of the grant, a report to the Board of Harbor Commissioners including a detailed account of expenditures and a Project status report.

G. Grantee shall submit invoices in quadruplicate to the Department as scheduled in Article V, Section (C) following the effective date of this MOU for services performed during the preceding period. Each such invoice shall be signed by the Grantee 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 MOU No. _____ and that payment has not been received.

(Grantee's Signature)

H. Each invoice shall include the following: RAP's Department Number, Fund Number, and Revenue Source Code Number.

I. All Grantee invoices shall be approved by the Harbor Department's Director of Environmental Management or designee prior to payment. All Grantee

invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of Department business, the same may be approved, audited and paid.

J. Grantee shall submit appropriate supporting documents with each invoice. Such documents may include Project updates, photos, and provider invoices. The Department may require, and Grantee shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this MOU.

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

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

VI. CONTRACTING REQUIREMENTS

The Department requires that RAP use the following contracting requirements for any contractor it hires to construct or otherwise implement the Project:

A. Mutual Hold Harmless Agreement for Public Entities for Post Construction Period

As the Project will be completed by Grantee's contractor, Grantee shall cause its contractor to provide a minimum one year warranty against any defects or workmanship of the improvements, including maintenance. After the warranty period has expired ("Post Warranty Period"), Grantee shall maintain the improvements constructed. Therefore, pursuant to California Government Code Section 895.4, the parties hereto agree to indemnify and hold the other harmless during the Post Warranty Period from all liability for damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this MOU, including without limitation, Grantee's maintenance of the improvements.

In the event of third party loss caused by negligence, wrongful act or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. In this regard, the provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

B. Grantee Indemnity for General Liability

Except for the gross negligence or willful misconduct of City, Grantee undertakes and agrees to defend, indemnify and hold harmless the Grantor and any of its board members, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of actions, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of

any nature whatsoever, for death or injury to any person, including Grantee's contractor's and subcontractor's officers, employees and agents, for damage or destruction of any property of either party hereto or of third parties, and/or for any other loss or injury arising in any manner by reason of the negligent acts, errors or omissions, or willful misconduct arising from the performance of this MOU by said contractor or its subcontractors of any tier.

C. Accident Reports

Grantee shall report in writing to the 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) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Grantee's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (i) the name and address of the persons involved, (ii) a general statement as to the nature and extent of injury or damage, (iii) the date and hour of occurrence, (iv) the names and addresses of known witnesses, and (v) such other information as may be known to Grantee, its officers or managing agents.

VII. TERMINATION PROVISION

If either party to this MOU fails to perform any of the provisions of this MOU, the non-breaching party may give written notice of such default. If the party in default fails to cure the default within a reasonable time specified by the non-breaching party in the written notice, then the non-breaching party may terminate this MOU by providing written notice of termination to the other party. If the MOU is to be terminated, the reasonable and allowable costs incurred pursuant to this MOU up to the date of termination shall be paid prior to termination of the MOU.

VIII. AFFIRMATIVE ACTION

Grantee, during the performance of this MOU, 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 MOU. All subcontracts awarded by the Grantee shall contain a like nondiscrimination provision. See Exhibit "B".

IX. SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE/WBE/OBE") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Grantee shall assist the Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves

and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunity which might be presented under this MOU. See Exhibit "C".

NOTE: Prior to being awarded a contract, Grantee's contractor and all subcontractors must be registered with the Department's Contracts Management Database, e-*DiversityXchange*.

X. CONFLICT OF INTEREST

It is hereby understood and agreed that the Parties hereto 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 Department. The Parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of either Party relating to this MOU. Notwithstanding any other provision of this MOU, it is further understood and agreed that if such financial interest does exist at the inception of this MOU either Party may immediately terminate this MOU by giving written notice thereof.

XI. COMPLIANCE WITH APPLICABLE LAWS

Grantee 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 Harbor Department's Executive Director.

XII. GOVERNING LAW

This MOU 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.

XIII. NOTICES AND COMMUNICATIONS

The following persons will serve as points of contact for official notices and major issues for the undersigned Parties:

Director of Environmental Management
Port of Los Angeles
425 South Palos Verdes Street
San Pedro, CA 90731
Telephone: (310) 732-3497
Fax: (310) 547-4643

The Department of Recreation and Parks
Michael A. Shull,
221 N. Figueroa Street, Los Angeles, 90012
Telephone: (213) 202-2655

Fax: (213) 202-2611

XIV. STATE TIDELANDS GRANTS

This MOU is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this MOU 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. Grantee agrees that any interpretation of this MOU and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XV. INTEGRATION

This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter set forth herein, and supersedes any and all prior MOUs or contracts on this subject matter between them, either oral or written. This MOU may not be amended, waived, or extended, in whole or in part, except in writing signed by the Parties hereto.

XVI. SEVERABILITY

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

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

THE HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners

Dated: _____, 2010

By _____
Executive Director

Attest _____
Secretary

APPROVED AS TO FORM
_____, 2010
CARMEN A. TRUTANICH, City Attorney

By _____
CHRISTOPHER B. BOBO, Assistant

CBB:jpr
04/07/10
Attachments

THE RECREATION AND PARKS DEPARTMENT OF THE CITY OF LOS ANGELES, acting by and through its Board of Recreation and Park Commissioners

Dated: _____, 2010

By _____
President

By _____
Secretary

APPROVED AS TO FORM
_____, 2010
CARMEN A. TRUTANICH, City Attorney

By _____
MARK L. BROWN, Senior Assistant

Account #	21952	W.O. #	_____
Ctr/Div #	7000	Job Fac. #	119-57
Proj/Prog #	000		
Budget			
FY:		Amount:	
	2010/11		\$890,000
	2011/12		\$2,055,000
	2012/13		\$2,055,000
	TOTAL		\$5,000,000
For Acct/Budget Div. Use Only:			
Verified by: _____			
Verified Funds Available: _____			
Date Approved: _____			

To	From
	BOARD OF HARBOR COMMISSIONERS
XX	EXECUTIVE DIRECTOR
via	DED & CHIEF FINANCIAL OFFICER
	CHIEF OF PUBLIC SAFETY & EMERG MGT
	DED - MKTG & CUSTOMER RELATIONS
	DED - DEVELOPMENT
	DED - STAKEHOLDER ENGAGEMENT
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
	CARGO/INDUSTRIAL REAL ESTATE
	CARGO MARKETING
	CITY ATTORNEY
	COMMISSION OFFICE
	COMMUNITY RELATIONS
	CONSTRUCTION XX
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY MANAGEMENT
	EMERGENCY MANAGEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

March 20, 2019

Wttr-471

To	From
CC	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT
	GOODS MOVEMENT
	GRAPHICS
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	LABOR REL & WORKFORCE DEV
	LEGISLATIVE AFFAIRS
	MANAGEMENT AUDIT
	MEDIA RELATIONS
	PLANNING & STRATEGY
	PORT PILOTS
	PORT POLICE
	RISK MANAGEMENT
	TRADE DEVELOPMENT
	WATERFRONT/COMM REAL ESTATE
	WHARFINGERS

SUBJECT: CONTRACT COMPLETION
CONTRACTOR: KIEWIT INFRASTRUCTURE WEST COMPANY
SAMPSON WAY ROADWAY IMPROVEMENTS
7TH STREET AND HARBOR BOULEVARD INTERSECTION
SPECIFICATION NO. 2776 - CONTRACT NO. 2303

SUMMARY:

On September 15, 2016, the Board of Harbor Commissioners (Board) awarded Contract No. 2303, The Sampson Way Roadway Improvements – 7th Street and Harbor Boulevard Intersection, to Kiewit Infrastructure West Company (Kiewit) Contractor, in the amount of \$9,176,000 with a 10% contingency, for a total amount of \$10,093,600. The Sampson Way Roadway Improvements – 7th Street and Harbor Boulevard Intersection project (Project) constructed a reconfigured intersection at the junction of Harbor Boulevard, Sampson Way and 7th Street, which improved vehicular access to accommodate existing traffic and future growth for the future San Pedro Waterfront.

The Notice to Proceed was issued on October 31, 2016. The contract was substantially completed on August 11, 2018. Authority for Adjustment (AFA) Nos. 1 and 17 decreased the contract amount by \$184,103.23, for a revised contract amount of \$8,991,896.77. There are no outstanding claims or unresolved issues remaining. The Award Board Report authorized the Executive Director to accept the project upon its completion.

RECOMMENDATION:

It is recommended that the Executive Director:

1. Receive for information the Summary of AFA Nos. 1 and 17 (Transmittal 1) showing a net decrease of \$184,103.23 to the contract amount; and
2. Formally accept the subject contract as complete.

**SUBJECT: CONTRACT COMPLETION
 SAMPSON WAY ROADWAY IMPROVEMENTS
 7TH STREET AND HARBOR BOULEVARD INTERSECTION
 SPECIFICATION NO. 2776 – CONTRACT NO. 2303**

DISCUSSION:

Project Description – The Sampson Way Roadway Improvements – 7th Street and Harbor Boulevard Intersection constructed a reconfigured intersection at the junction of Harbor Boulevard, Sampson Way and 7th Street to improve vehicular access to accommodate existing traffic and future growth for the San Pedro Waterfront.

The Project was the first step in the redevelopment of Ports O’Call to the future San Pedro Public Market. The street realignment and park refurbishment improved traffic flow and safety for vehicles, bicycles and pedestrians, and enhanced public access. Plaza Park, which overlooks the LA Waterfront, is a destination for both residents and visitors, and a draw for the future development and growth of the LA Waterfront. The scope of this project also included the building of a retaining wall, street improvements, grading, paving, landscaping, lighting, restriping, and a new signalized intersection.

Previous Board Action – On September 15, 2016, the Board awarded the Project to Kiewit, in the amount of \$9,176,000, with a 10% contingency, for a total amount of \$10,093,600.

Project Schedule – Kiewit commenced performance of the work on October 31, 2016. The original contract time was 650 calendar days from the Notice to Proceed. The work was substantially completed on August 11, 2018, within original schedule.

Project Cost – The original contract amount was \$9,176,000. AFA Nos. 1 and 17 decreased the contract amount by \$184,103.23, for a revised contract amount of \$8,991,896.77. The reduction in the project cost is due to adjustment of the bid items to reflect the actual quantities required for the project.

Supporting Materials – The Affidavit of Completion (Transmittal 2) dated October 12, 2018 was received from Kiewit on October 15, 2018.

CONTRACT SUMMARY:

<u>Cost</u>	<u>Amount</u>	<u>% of Original Contract</u>
Original Contract	\$9,176,000.00	
Authorized AFAs	(\$ 184,103.23)	(2.01)%
Adjusted Contract Amount	\$ 8,991,896.77	

<u>Schedule</u>	<u>Time</u>
Notice to Proceed	October 31, 2016
Original Contract Time	650 Calendar Days
Time Extensions Granted	0 Calendar Days
Actual Contract Time	650 Calendar Days
Actual Contract Completion Date	August 11, 2018
Liquidated Damages	None

**SUBJECT: CONTRACT COMPLETION
SAMPSON WAY ROADWAY IMPROVEMENTS
7TH STREET AND HARBOR BOULEVARD INTERSECTION
SPECIFICATION NO. 2776 – CONTRACT NO. 2303**

SMALL BUSINESS ENTERPRISE (SBE) AND VERY SMALL BUSINESS ENTERPRISE (VSBE) REQUIREMENT (Transmittal 3):

	<u>SBE%</u>	<u>VSBE %</u>
POLA Imposed Participation Level	22.00%	5.00%
Contractor Proposed Participation Level	30.88%	5.08%
Final Participation Level	30.35%	5.32%

TARGETED HIRING FINAL REQUIREMENT (Transmittal No. 4):

	<u>Required</u>	<u>Achieved</u>
Local Hire	30.00%	37%
Disadvantage Workers	10.00%	16%
Apprenticeship Utilization	20.00%	24%
Local Hire Apprenticeship	50.00%	75%

ENVIRONMENTAL ASSESSMENT:

The proposed action is a contractual/administrative activity associated with a project completion. As such, the director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Quality Act (CEQA) under Article II, Section 2(h) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

The original contract amount decreased from \$9,176,000 to \$8,991,896.77, a difference of \$184,103.23, or -2.01 percent less than the original amount. Funds for this project were budgeted and paid under Account No. 54510 (Capital Construction Services), Center No. 1169, Program No. 624. This action does not require additional funding.

**SUBJECT: CONTRACT COMPLETION
SAMPSON WAY ROADWAY IMPROVEMENTS
7TH STREET AND HARBOR BOULEVARD INTERSECTION
SPECIFICATION NO. 2776 – CONTRACT NO. 2303**

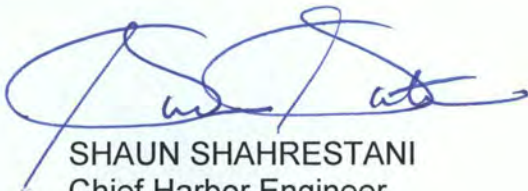
PAGE 4 OF 4

CITY ATTORNEY:

The Office of the City Attorney reviewed and approved Specification No. 2776 "As to Form" on February 19, 2016.

TRANSMITTALS:

1. Final AFA/CO Summary Log
2. Affidavit of Completion
3. SBE and VSBE Calculation Sheet
4. Targeted Hiring Final Report
5. Project Site Map, and Before and After Photos



SHAUN SHAHRESTANI
Chief Harbor Engineer
Director of Construction



ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director
Development

APPROVED:



EUGENE D. SEROKA
Executive Director

3-27-19

Date

MGS:lh
2776 Contract Completion
File No. Spec 2776 – 18.7

PORT OF LOS ANGELES
 Samson Way Roadway Improvements - 7th Street and Harbor Blvd. Intersection
 SPECIFICATION NO. 2776 - CONTRACT NO. 2303

FINAL AFA / CO SUMMARY LOG

SORTED BY AFA / CO

AFA No.	CO No.	Description of Change	Date Authorized	Reason for Change	Amount
1		Leave Existing Ballast In-place and Place Filter Fabric	03/15/17	Scope Related	\$ (11,455.00)
2		Delta 1 Revisions: Phase 2 Traffic Control and Temporary Signal Plan Changes	06/07/17	Scope Related	\$ 101,579.68
3		Waterfront Specialty Signs Fabrication and Installation	08/28/17	Scope Related	\$ 146,533.78
4		Increase Bid Item No. 9 - Addition of Lean Concrete Base	10/02/17	Scope Related	\$ 7,578.00
5		Delta 2 and 3 Revisions: Curb Ramps Changes and Destruction of Monitoring Well	10/18/17	Scope Related	\$ 10,334.93
6		Additional Guardrail and Fencing per RFI No. 33	10/20/17	Scope Related	\$ 95,593.80
7		Delta 5 Revisions: Phase 3A Traffic Control and Temporary Signal Plan Changes	11/07/17	Scope Related	\$ 141,501.54
8R1		Delta 4 Revisions: Civil Improvements	12/19/17	Design Related	\$ 58,371.21
9		Ajustment of Bid Item Nos. 37 and 39	11/27/17	Unforeseen Related	\$ -
10		Delta 7 Revisions - Phase 3B Traffic Control and Temp Signal Plans	05/16/18	Scope Related	\$ 45,416.99
11		Ajustment of Bid Item Nos. 4 and 33	05/16/18	Unforeseen Related	\$ 93,449.00
12	1	Close Out Change Order No. 1	05/24/18	Design Related	\$ 40,812.81
13		No Cost Time Extension No. 1	06/21/18	Unforeseen Related	\$ -
14	2	Close Out Change Order No. 2	07/24/18	Unforeseen Related	\$ 11,193.82
15	3	Close Out Change Order No. 3	10/16/18	Unforeseen Related	\$ 23,071.90
16	4	Close Out Change Order No. 4	10/04/18	Unforeseen Related	\$ 3,557.90
17		Final Quantity Adjustment	11/08/18	Scope Related	\$ (951,643.59)
Total Change					(\$184,103.23)

Award Amount: \$9,176,000.00

Changes Due to:	Amount	% of Award Amount
Design Related	\$99,184.02	1.08%
Unforeseen Related	\$131,272.62	1.43%
Scope Related	-\$414,559.87	-4.52%
Total Change	-\$184,103.23	-2.01%

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

OCT 15 2018

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2776
CONTRACT NO. 2303

418-1794

(STATE OF CALIFORNIA)
(COUNTY OF LOS ANGELES)

Eric M. Scott, the Senior Vice President of Kiewit Infrastructure West Co.,
(Affiant) (Title) (Contractor)
a corporation, being first duly sworn, deposes and says:

Affiant is the Senior Vice President of Kiewit Infrastructure West Co.
(Title) (Contractor)
and makes the following statements for and on behalf of Kiewit Infrastructure West Co.,
a corporation. (Contractor)

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2776, which Specifications is a part of
Contract No. 2303, by and between the City of Los Angeles and _____
Kiewit Infrastructure West Co. to the best of my knowledge
(Contractor)

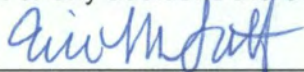
and belief, the Work specified in said Specifications and said Contract has been
completed in strict accordance with the Drawings and Specifications therefore, that no
lawful debts for labor or materials are outstanding, and that no federal excise tax has
been included in the Contract price;

That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be
requested or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for Kiewit Infrastructure West Co.
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.



(Affiant) Eric M. Scott
Senior Vice President

Subscribed and sworn to before me
this 12th day of October, 2018.

Notary Public in and for said County of
Los Angeles, State of California
Form 308-E
11/12/73

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On October 12, 2018 before me, Rozita Ah Kiong, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric M. Scott, Senior Vice President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Rozita Ah Kiong*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Completion of Work Under Spec. 2776; Contract 2303
Document Date: October 12, 2018 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eric M. Scott
 Corporate Officer — Title(s): Senior Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: _____
Kiewit Infrastructure West Co.

Signer Is Representing: _____

FINAL SUBCONTRACTOR MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of February, 2019 covered by the referenced contract number.

Contract No. 2303 Spec. No. 2776 Division Construction Contractor Administrator Shane Cunningham
 Contractor Kiewit Infrastructure West Co. Group* VSBE/SBE/MBE/OBE Contract Title/Project: Sampson Way Roadway Improvements Project
 Original Contract Amount \$ 9,176,000.00 Contract Start Date: 10/31/2016 Contract End Date: 8/11/2018

Total Earned Value to Date \$ 8,991,896.77

Original Proposed Subcontractor Percentages SBE 30.88% VSBE 5.08% MBE WBE OBE DBE
 Contract-required minimum percentages (in parentheses) (22%) (5%)

The VSBE and Total SBE min-required percentages above, are not additive. The Total SBE percentage includes VSBE participation.

	Name of Subcontractor	Type of Work Performed	SBE/VSBE	MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
					Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage	
1	Blackgold dba AC Paving	Supplying Aggregate & Concrete	VSBE, SBE	OBE	\$415,000.00	5.08%	\$409,135.00	98.59%	4.55%	
2	JJH Solutions Group, LLC	Supplying Hydraulic CMS Board	VSBE	OBE			\$68,985.00	0.77%	0.77%	
3							\$0.00	0.00%	0.00%	
VSBE Subtotal:					\$415,000.00	5.08%	\$478,120.00	115.21%	5.32%	
1	H. Wayne Lewis dba Amber Steel	Fabricate & Install Reinforcing Steel	SBE	OBE	\$32,273.00	0.39%	\$33,477.00	103.73%	0.37%	
2	MSL Electric, Inc.	Electrical	SBE	OBE	\$1,054,760.00	12.90%	\$1,040,763.00	98.67%	11.57%	
3	Calimex Engineering, Inc.	Asphalt Paving	SBE	OBE	\$320,508.00	3.92%	\$430,416.00	134.29%	4.79%	
4	R. Dugan Construction, Inc.	Storm Drains & Concrete Structures	SBE	WBE	\$95,948.00	1.17%	\$128,750.00	134.19%	1.43%	
5	Sierra Landscaping Development	Landscape & Irrigation	SBE	OBE	\$606,498.00	7.42%	\$617,457.00	101.81%	6.87%	
SBE Subtotal (Exclusive of VSBE):					\$2,110,007.00	25.8%	\$2,250,863.00	106.68%	25.03%	
Total SBE (Inclusive of VSBE):					\$2,525,007.00	30.88%	\$2,728,983.00	108.08%	30.35%	
1	FenceCorp Inc.	Cable Railing/Handrailing	No	OBE	\$129,784.00	1.41%	\$197,302.00	152.02%	2.19%	
2	Griffith Company	Concrete Work	No	OBE	\$620,818.00	6.77%	\$722,936.00	116.45%	8.04%	
3	PCI	Pavement Marking & Striping	No	OBE	\$103,900.00	1.13%	\$183,843.00	176.94%	2.04%	
4	Mass Electric Construction Co.	Overhead Contact System Removal	No	OBE			\$82,800.00	0.92%	0.92%	
Non-SBE Total:					\$854,502.00	9.31%	\$1,186,881.00	138.90%	13.20%	

Directions:
 Original Proposed Percentage =
 Earned Value to Date / Original Proposed Amount
 Total Earned Value Percentage =

*Group = SBE / VSBE / MBE / WBE / OBE / DBE

Transmittal 3

City of Los Angeles
HARBOR DEPARTMENT
 Construction Division

**SUBJECT: TARGETED HIRING FINAL REPORT–
 PROJECT IN COMPLIANCE
 SAMPSON WAY ROADWAY IMPROVEMENTS-7TH ST & HARBOR BLVD.
 SPECIFICATION NO. 2776– CONTRACT NO. 2303**

RECOMMENDATION:

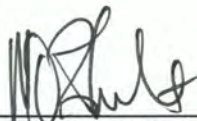
The following summarizes the prime contractor Kiewit Infrastructure West (Kiewit) performance on the targeted hiring component of the 2011 Port of Los Angeles Project Labor Agreement and POLA Construction Careers Policy (Revision1):

Port of Los Angeles Targeted Hiring Analysis	POLA Targeted Hiring Goals	OCC-Online Certified Payroll System Raw Data	POLA Targeted Hiring Achieved	Exemptions Applied*
Local Hiring	30%	37%	37%	No
Apprenticeship	20%	23.87	24%	No
Local Apprenticeship	50%	75%	75%	No
Disadvantaged Workers	10%	15.7%	16%	No

*State of California Department of Industrial Relations Division of Apprenticeship Standards exemption for apprentices to journeymen hourly ratios.

For additional information, regarding the data shown in the table see File: 2776 5.5.5 Targeted Hiring Final Project Analysis.

With the above information, we have determined that Kiewit has met the Targeted Hiring Requirements in the 2011 Port-wide Project Labor Agreement on the Sampson Way Roadway Improvements Contract.

Submitted by : 
 PLA Administrator

Reviewed by : 
 Harbor Engineer

Recommendations Approved by:


 Assistant Director of Construction



**Pre -
CONSTRUCTION**



**POST
CONSTRUCTION**

SCALE AS SHOWN	RECOMMENDED FOR APPROVAL	Before and After Construction Photos	
DRAWN:	CHIEF OF DESIGN	SAMPSON WAY ROADWAY IMPROVEMENTS – 7TH STREET AND HARBOR BOULEVARD INTERSECTION PROJECT	
CHECKED:			
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER	APPROVED	 PORT OF LOS ANGELES CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151
		CHIEF HARBOR ENGINEER	

**BOARD OF PUBLIC WORKS
MEMBERS**

KEVIN JAMES
PRESIDENT

HEATHER MARIE REPENNING
VICE PRESIDENT

MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JOEL F. JACINTO
COMMISSIONER

AURA GARCIA
COMMISSIONER

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

**CITY OF LOS ANGELES
CALIFORNIA**



ERIC GARCETTI
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

**BUREAU OF
CONTRACT ADMINISTRATION**

1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

STATEMENT OF COMPLETION

FINAL FIELD ACCEPTANCE DATE

10/11/2018

PROJECT TITLE

Harbor Bl & Sampson Way Intersection S/O 7th St.

PERMIT NUMBER

BR600491

PERMITTEE/CONTRACTOR

Port of Los Angeles/Kiewit Infrastructure West Co.

This project was acceptably completed in accordance with the plans, specifications and authorized changes. Acceptance of the Project by the City will follow completion of all necessary administrative processing.

Inspector of Public Works

GIAI DAM

By _____

Final Inspector

Distribution: Division Manager / District Supervisor / Bureau of Engineering / Board of Public Works

For information regarding this Statement of Completion, please contact George Espindola at (213) 847-2408

MM AQ-2: Cargo Ships

2008 MMRP

VSR Compliance Counts Port: POLA Year: 2011 Terminal: WBCT - China Shipping Compliance Status: Included Date Between :

Activity	Year	Month	Operator	Vessel Num	Vessel Name	Vessel Type	20 nm				40 nm				Max Avg Speed	Ratec
							Yes	No	Total	Pct	Yes	No	Total	Pct		
Departure	2011	December	China Shipping	9307229	Cscl Pusan	Containership	0	1	1	0%	0	1	1	0%	25.2	
Arrival	2011	December	China Shipping	9314246	Xin Beijing	Containership	1	0	1	100%	0	1	1	0%	25.2	
Departure	2011	December	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	December	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	December	China Shipping	9307243	Cscl Le Havre	Containership	1	0	1	100%	0	1	1	0%	25.2	
Departure	2011	December	China Shipping	9307243	Cscl Le Havre	Containership	1	0	1	100%	1	0	1	100%	25.2	
Arrival	2011	December	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	December	China Shipping	9307229	Cscl Pusan	Containership	1	0	1	100%	0	1	1	0%	25.2	
Departure	2011	December	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	November	China Shipping	9314246	Xin Beijing	Containership	1	0	1	100%	1	0	1	100%	25.2	
Arrival	2011	November	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	November	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	November	China Shipping	9307229	Cscl Pusan	Containership	1	0	1	100%	0	1	1	0%	25.2	
Arrival	2011	November	China Shipping	9314246	Xin Beijing	Containership	1	0	1	100%	1	0	1	100%	25.2	
Departure	2011	November	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	November	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	November	China Shipping	9307229	Cscl Pusan	Containership	1	0	1	100%	1	0	1	100%	25.2	
Arrival	2011	October	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2	
Departure	2011	October	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	October	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	0	1	1	0%	25.2	
Arrival	2011	October	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	October	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	October	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	October	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	September	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	September	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	September	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	0	1	1	0%	25.2	
Departure	2011	September	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	September	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2	
Arrival	2011	September	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	September	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	September	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	September	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	August	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	August	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	August	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Departure	2011	August	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	August	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	August	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	August	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	August	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	August	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	July	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	July	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	July	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Arrival	2011	July	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	July	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	July	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25	
Departure	2011	July	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	0	1	1	0%	25	
Arrival	2011	July	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25	

Arrival	2011 July	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 June	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 June	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 June	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 June	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 June	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 June	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 June	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2011 June	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2011 May	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Departure	2011 May	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 May	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 May	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 May	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 May	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2011 May	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 May	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 May	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 April	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2011 April	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 April	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	1	0	1	100%	25.2
Departure	2011 April	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 April	China Shipping	9262118	Xin Chong Qing	Containership	1	0	1	100%	0	1	1	0%	24.2
Arrival	2011 April	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 April	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 April	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 April	China Shipping	9309966	Xin Bei Lun	Containership	1	0	1	100%	1	0	1	100%	24.2
Departure	2011 April	China Shipping	9309966	Xin Bei Lun	Containership	1	0	1	100%	0	1	1	0%	24.2
Departure	2011 March	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2011 March	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2011 March	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Departure	2011 March	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 March	China Shipping	9312597	Xin Dan Dong	Containership	1	0	1	100%	0	1	1	0%	24.2
Arrival	2011 March	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 March	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 March	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Arrival	2011 March	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 February	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Arrival	2011 February	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 February	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Departure	2011 February	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 February	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2011 February	China Shipping	9312597	Xin Dan Dong	Containership	1	0	1	100%	1	0	1	100%	24.2
Departure	2011 February	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 February	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 February	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2011 January	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Arrival	2011 January	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Departure	2011 January	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Arrival	2011 January	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 January	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	0	1	1	0%	25
Departure	2011 January	China Shipping	9285976	Cscl Asia	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2011 January	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	0	1	1	0%	25.2

Departure	2011 January	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2011 January	Shanghai Zhenhua !	8710182	Red Sea	Bulk	1	0	1	100%	1	0	1	100%	15.1
Arrival	2011 January	Shanghai Zhenhua !	8710182	Red Sea	Bulk	1	0	1	100%	1	0	1	100%	15.1
						105	1	106	99%	45	61	106	42%	24.83

VSR Compliance Counts Port: POLA Year: 2015 Terminal: WBCT - China Shipping Compliance Status: Included Date Between :

Activity	Year	Month	Operator	Vessel Num	Vessel Name	Vessel Type	20 nm				40 nm				Max Avg Speed	Rated
							Yes	No	Total	Pct	Yes	No	Total	Pct		
Departure	2015	December	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	December	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79	
Arrival	2015	December	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79	
Departure	2015	December	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	December	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	December	China Shipping	9645865	Cscl Summer	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	December	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	December	CMA CGM AMERICA LLC	9674543	CMA CGM RHONE	Containership	1	0	1	100%	1	0	1	100%	22	
Departure	2015	December	CMA CGM AMERICA LLC	9674543	CMA CGM RHONE	Containership	1	0	1	100%	1	0	1	100%	22	
Arrival	2015	December	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3	
Arrival	2015	December	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	December	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	December	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	December	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	December	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	December	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	December	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	December	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	0	1	1	0%	25.6	
Departure	2015	December	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3	
Departure	2015	November	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	November	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	November	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79	
Departure	2015	November	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	November	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79	
Arrival	2015	November	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	November	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	November	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	November	China Shipping	9645865	Cscl Summer	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	November	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	November	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	0	1	1	0%	0	1	1	0%	25.6	
Arrival	2015	November	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	November	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	November	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	November	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	October	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	October	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	October	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	October	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	October	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	October	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	October	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	October	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	October	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	October	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	October	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3	
Arrival	2015	October	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	October	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3	
Departure	2015	October	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	October	Yang Ming Marine Transport	9462706	Ym Ubiquity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Arrival	2015	October	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6	
Departure	2015	September	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5	
Arrival	2015	September	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	September	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5	
Departure	2015	September	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	0	1	1	0%	23.79	

Arrival	2015	September	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Departure	2015	September	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	September	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	September	CMA CGM AMERICA LLC	9674555	CMA CGM TAGE	Containership	1	0	1	100%	1	0	1	100%	22
Arrival	2015	September	CMA CGM AMERICA LLC	9674555	CMA CGM TAGE	Containership	1	0	1	100%	1	0	1	100%	22
Departure	2015	September	Korea Line Corp	9048108	New Horizon	Bulk	1	0	1	100%	1	0	1	100%	14.5
Departure	2015	September	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	September	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	September	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	August	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	August	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	August	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	August	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015	August	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	August	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	August	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	August	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	August	CMA CGM AMERICA LLC	9674555	CMA CGM TAGE	Containership	1	0	1	100%	1	0	1	100%	22
Arrival	2015	August	CMA CGM AMERICA LLC	9674555	CMA CGM TAGE	Containership	1	0	1	100%	1	0	1	100%	22
Arrival	2015	August	Korea Line Corp	9048108	New Horizon	Bulk	1	0	1	100%	1	0	1	100%	14.5
Departure	2015	August	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3
Departure	2015	August	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	August	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	August	Yang Ming Marine Transport	9462718	Ym Unanimity	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	August	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	August	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	August	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3
Departure	2015	July	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	July	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	July	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	July	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	July	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	July	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	July	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	July	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015	July	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	July	Yang Ming Marine Transport	9302633	Ym Unison	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	July	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	July	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	June	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	June	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	June	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	June	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015	June	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	June	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	June	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	June	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015	June	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	June	Yang Ming Marine Transport	9337470	Ym Utility	Containership	1	0	1	100%	1	0	1	100%	25.6
Arrival	2015	June	Yang Ming Marine Transport	9462691	Ym Uniformity	Containership	1	0	1	100%	1	0	1	100%	25.6
Departure	2015	May	China Shipping	9645918	CSCL East China Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	May	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	May	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2015	May	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	May	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015	May	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015	May	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5

Arrival	2015 May	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 May	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Departure	2015 May	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 May	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015 May	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 May	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Departure	2015 May	United Arab Shipping Company	9645920	CSCL South Sea China	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 May	Yang Ming Marine Transport	9485007	Ym Masculinity	Containership	1	0	1	100%	1	0	1	100%	25.3
Departure	2015 April	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2015 April	China Shipping	9320477	Xin Yang Pu	Containership	1	0	1	100%	1	0	1	100%	24.2
Departure	2015 April	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Arrival	2015 April	China Shipping	9334935	Xin Ya Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Departure	2015 April	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 April	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Departure	2015 April	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 April	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 April	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 April	China Shipping	9320477	Xin Yang Pu	Containership	1	0	1	100%	1	0	1	100%	24.2
Departure	2015 April	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 April	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 April	United Arab Shipping Company	9695016	Uasc Tabuk	Containership	1	0	1	100%	1	0	1	100%	22
Departure	2015 March	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 March	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015 March	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 March	China Shipping	9645918	CSCL East China Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 March	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Arrival	2015 March	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 March	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 March	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	0	1	1	0%	25.2
Arrival	2015 March	China Shipping	9285990	Cscl America	Containership	1	0	1	100%	1	0	1	100%	25.2
Departure	2015 March	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 March	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 March	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 March	United Arab Shipping Company	9695016	Uasc Tabuk	Containership	1	0	1	100%	1	0	1	100%	22
Arrival	2015 March	Yang Ming Marine Transport	9664885	Ym Modesty	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 February	China Shipping	9645891	Cscl Autumn	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 February	China Shipping	9645906	Cscl Yellow Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 February	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Arrival	2015 February	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Departure	2015 February	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 February	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015 February	China Shipping	9337949	Xin Da Yang Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 February	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 February	China Shipping	9337925	Xin Mei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 February	United Arab Shipping Company	9695016	Uasc Tabuk	Containership	1	0	1	100%	1	0	1	100%	22
Departure	2015 January	China Shipping	9645853	Cscl Spring	Containership	1	0	1	100%	1	0	1	100%	23.79
Arrival	2015 January	China Shipping	9645865	CSCL Summer	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 January	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 January	China Shipping	9645918	CSCL East China Sea	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 January	China Shipping	9337937	Xin Fei Zhou	Containership	1	0	1	100%	1	0	1	100%	25
Departure	2015 January	China Shipping	9645889	CSCL BOHAI SEA	Containership	1	0	1	100%	1	0	1	100%	23.5
Arrival	2015 January	China Shipping	9645877	CSCL Winter	Containership	1	0	1	100%	1	0	1	100%	23.5
Departure	2015 January	China Shipping	9337913	Xin Ou Zhou	Containership	1	0	1	100%	1	0	1	100%	26.4
Arrival	2015 January	United Arab Shipping Company	9695016	Uasc Tabuk	Containership	1	0	1	100%	1	0	1	100%	22
						164	1	165	99%	161	4	165	98%	24.12

**MM AQ-18: Yard Locomotives at
Berth 121-131 Rail Yard
2008 MMRP**

San Pedro Bay Ports
 PHL Switching Locomotive Fleet
 as of CY 2023

Source: Port of Los Angeles, 2023 Emissions Inventory

PHL Locomotive #	Locomotive Model	Engine Manufacturer	Engine Model	Emisison factor Engine category	DPF needed for emissions level?	Reference
PHL20	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes	https://www.progressrail.com/en/Segments/RollingStock/Locomotives/RepoweredLocomotives/EMD20B.html
PHL21	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL60	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL61	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL62	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL63	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL64	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL65	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL66	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL67	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL68	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL69	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL70	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL71	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL72	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL73	PR-20B	Caterpillar	3512C HD	Tier 3+	Yes
PHL40	PR-30C	Caterpillar	3516C HD	Tier 3+	Yes	https://www.progressrail.com/en/Segments/RollingStock/Locomotives/RepoweredLocomotives/EMD30C.html
PRLX24	EMD24B	Caterpillar	3512C HD	Tier 4	Yes	https://www.progressrail.com/en/Segments/RollingStock/Locomotives/RepoweredLocomotives/EMD24B.html
PHL30	NRE 3GS21B	Cummins	QSK 19L	genset	Yes	https://en.wikipedia.org/wiki/NRE_3GS21B
PHL31	NRE 3GS21B	Cummins	QSK 19L	genset	Yes	https://www.cummins.com/g-drive-engines/diesel-qsq19-series
PHL33	NRE 3GS21B	Cummins	QSK 19L	genset	Yes
PHL34	NRE 3GS21B	Cummins	QSK 19L	genset	Yes
PHL80	NRE 3GS21C	Cummins	QSK 19L	genset	Yes
PHL81	NRE 3GS21C	Cummins	QSK 19L	genset	Yes

MM BIO-1: Mitigation Credits
2008 MMRP



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

Eric Garcetti Mayor, City of Los Angeles

Gary Lee Moore, P.E. Interim Executive Director

February 26, 2014

Karen Goebel
Assistant Field Supervisor Marine
U.S. Fish and Wildlife Service California
Carlsbad Field Office
2177 Salk Avenue, Suite 250
Carlsbad, CA 92008

Craig Shuman
Region Regional Manager
Department of Fish and Wildlife
1933 Cliff Drive, Suite M
Santa Barbara, CA 93109

Christopher E. Yates
Assistant Regional Administrator for Protected Resources
NOAA Fisheries, West Coast Region
Southern California Long Beach Area Office
501 West Ocean Boulevard, Suite 4200
Long Beach, CA 90802

Dear Colleagues:

SUBJECT: AS BUILT CALCULATIONS AND ACCOUNTING OF CITY OF LOS ANGELES HARBOR DEPARTMENT BIOLOGICAL MITIGATION BANKS

The City of Los Angeles Harbor Department (Harbor Department) is seeking concurrence on the mitigation bank accounting provided herein for several development projects requiring the application of credits from the Inner Harbor Mitigation Bank and the Bolsa Chica Mitigation Bank, and providing credits to the Outer Harbor Mitigation Bank.

Elements of these projects are debited or credited to the three aforementioned mitigation banks as summarized in Table 1, below.

As-built drawings and calculated acreages of impacted habitat are provided in Attachment 1.

Specific accounting of credits debited or credited and credit balances for the Bolsa Chica Mitigation Bank, the Inner Harbor Mitigation Bank, and the Outer Harbor Mitigation Banks are provided in Attachment 2.

TABLE 1 - Summary of Credits Credited or Debited From Harbor Department Mitigation Banks		
Project	Credit	Bank
Channel Deepening		
Berths 100-109 (42.2 ac inner harbor fill)	-21.10	Bolsa Chica
Pier 300 A (43.2 ac shallow water fill)	-76.29	Bolsa Chica
Berth 243-245 (SW Marine; 6.3 ac inner harbor fill)	- 3.15	Bolsa Chica
NW Slip (2.0 ac inner harbor fill)	-1.00	Bolsa Chica
Cabrillo SWH Phase 3 (43.0 ac shallow water creation)	10.75	Outer Harbor
Cabrillo SWH Phase 4 (48.6 ac shallow water creation)	24.30	Outer Harbor
Cabrillo Marina Phase II (2.85 ac cut in inner harbor)	2.85	Inner Harbor
San Pedro Waterfront (1.82 ac cut in inner harbor)	1.20	Inner Harbor

In addition, the Harbor Department is committing to the following:

- Biological monitoring of the newly constructed Cabrillo SHW Phase 4 per a monitoring plan approved by staff of signatory agencies,
- On-going biological monitoring of Phases 3 and 4 of the Cabrillo SWH as part of the periodic port-wide “biological baseline” studies, and
- Inspections of the Cabrillo CWH at least every five years and repairs as necessary to ensure a minimum depth of -20 feet MLLW is maintained over time.

If you have any questions, please contact Kat Prickett at (310) 732-3951.

Sincerely,



CHRISTOPHER CANNON
 Director of Environmental Management

CC:KCC:KP:mrx
 ADP No.: 911016-576

Enclosures: Attachment 1
 Attachment 2

Your signature below indicates concurrence with the provided mitigation bank calculations. The signature page of this concurrence is being executed in counterparts. When all parties have signed, all executed counterparts together shall constitute one and the same instrument.


Please mail signed letters to the City of Los Angeles Harbor Department, Environmental Management Division, 425 S. Palos Verdes St, San Pedro, CA 90731.



Karen Goebel
Assistant Field Supervisor
U.S. Fish and Wildlife Service
Carlsbad Field Office

Christopher E. Yates
Assistant Regional Administrator for
Protected Resources
NOAA Fisheries, West Coast Region

Craig Shuman
Marine Region Regional Manager
California Department of Fish & Wildlife




Gary Lee Moore
Interim Executive Director
City of Los Angeles Harbor Department

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U.S. Fish and Wildlife Service
Carlsbad Field Office

Christopher E. Yates
Assistant Regional Administrator for
Protected Resources
NOAA Fisheries, West Coast Region



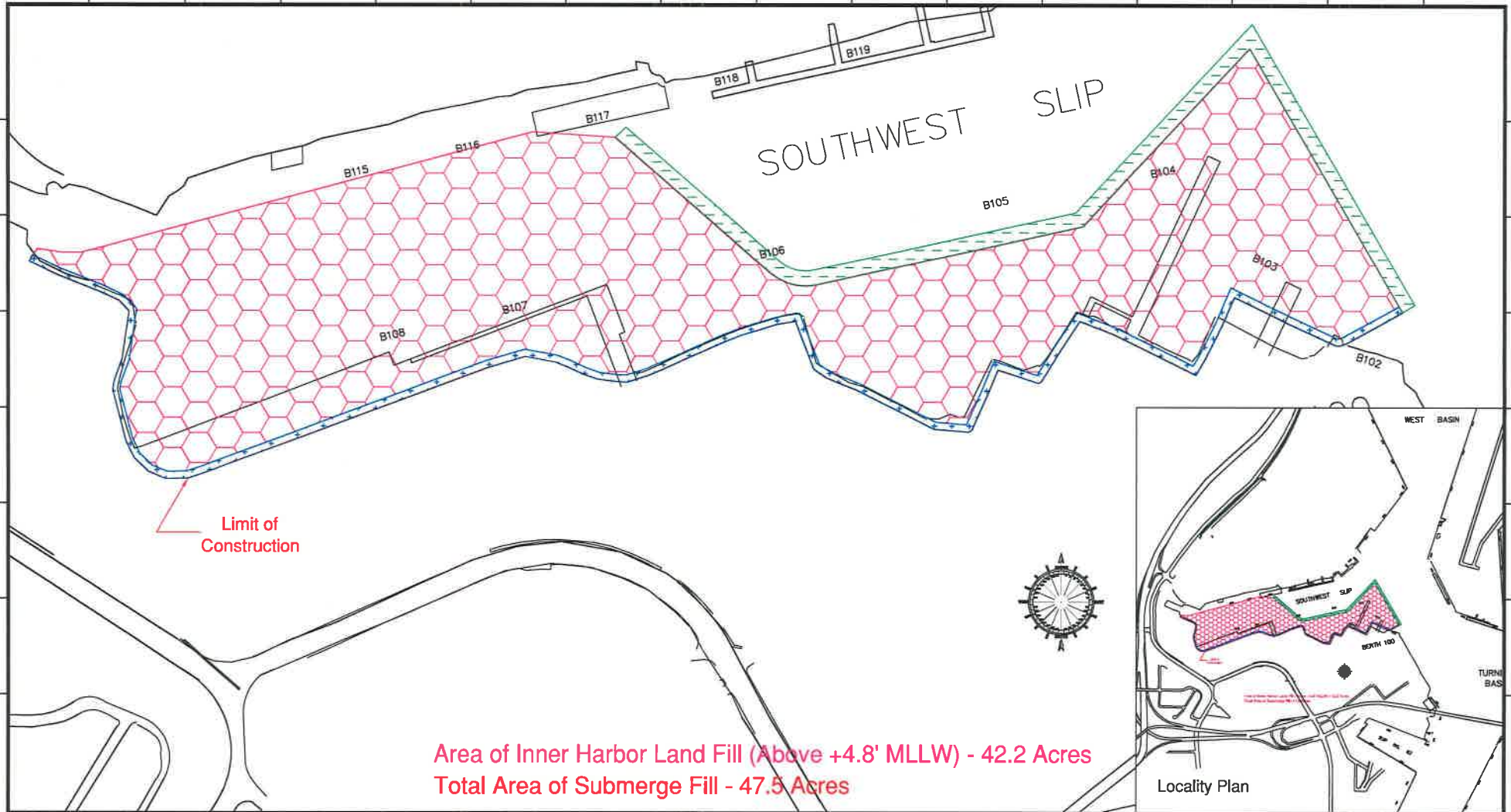
Craig Shuman
Marine Region Regional Manager
California Department of Fish & Wildlife



Gary Lee Moore
Interim Executive Director
City of Los Angeles Harbor Department

Attachment 1

**As-Built Drawings and
Calculated Area of Impacted Habitat**



Area of Inner Harbor Land Fill (Above +4.8' MLLW) - 42.2 Acres
 Total Area of Submerge Fill - 47.5 Acres

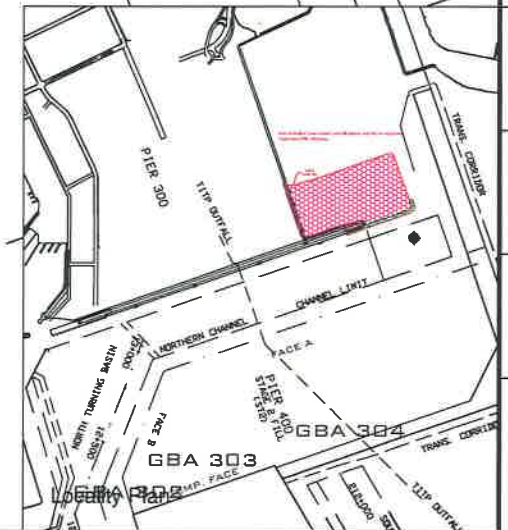
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SCALE:	Varies
DRAWN:	ADP/GBA
CHECKED:	
DESIGNED:	

Port of Los Angeles Channel Deepening Project	
Southwest Slip - Landfill	
GBA <small>ENGINEERS & SURVEYORS</small>	DRAWING NO:
	SHEET 1 OF 1

Area of Shallow Outer Harbor Land Fill (Above +4.8' MLLW) - 43.2 Acres
 Total Area of Fill - 45.3 Acres

Limit of Construction



NO	DATE	DRAWN	REVISIONS -	APP'D	NO	DATE	DRAWN	REVISIONS -	APP'D

SCALE: Varies
DRAWN: ADP/GBA
CHECKED:
DESIGNED:

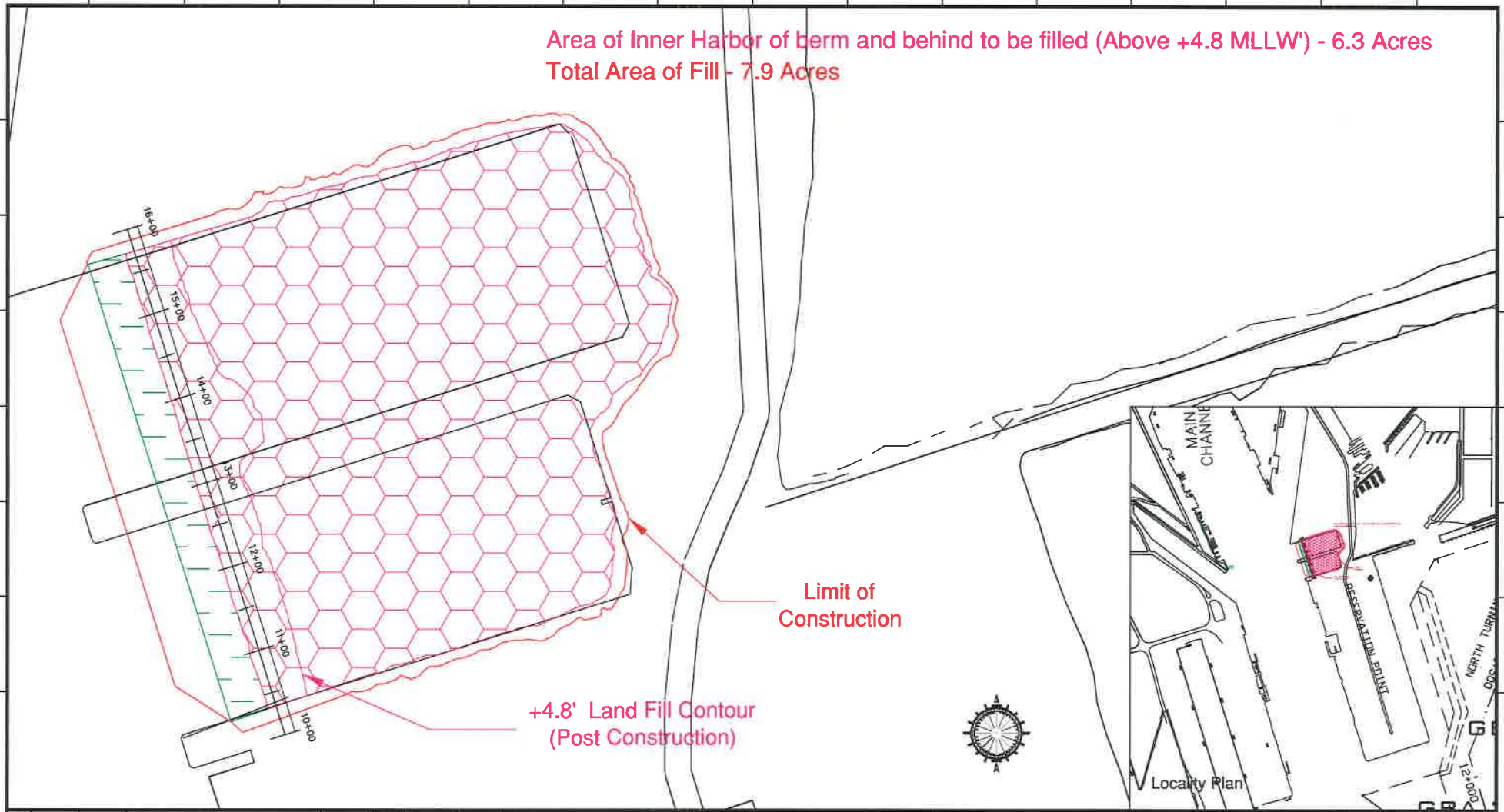
Port of Los Angeles Channel Deepening Project

Pier 300 - Landfill

GBA ENGINEERS * SURVEYORS
 283 Wharf St.
 San Pedro, California 90731
 Phone (310) 521-8127

DRAWING NO:
 SHEET 1 OF 1

Area of Inner Harbor of berm and behind to be filled (Above +4.8 MLLW') - 6.3 Acres
 Total Area of Fill - 7.9 Acres



NO	DATE	DRAWN	REVISIONS -	APP'D	NO	DATE	DRAWN	REVISIONS -	APP'D

SCALE:	Varies
DRAWN:	ADP/GBA
CHECKED:	
DESIGNED:	

Port of Los Angeles Channel Deepening Project

B243 to B245 - Landfill

GBA
 ENGINEERS * SURVEYORS

283 Wharf St.
 San Pedro, California 90731
 Phone (510) 621-8127

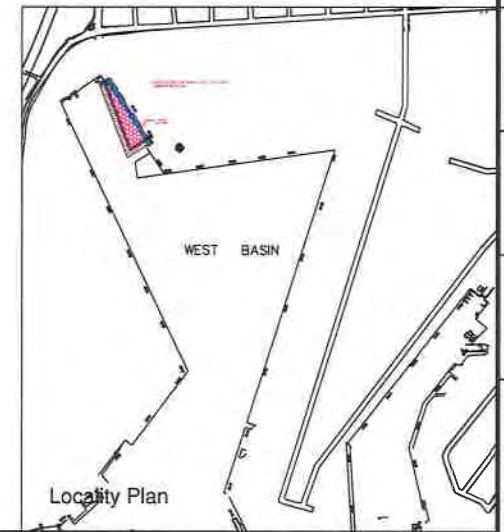
DRAWING NO:
 SHEET 1 OF 1

Area of Inner Harbor Land Fill (Above +4.8' MLLW) - 2.0 Acres
 Total Area of Fill - 3.9 Acres

B133

B134

Limit of Construction



NO	DATE	DRAWN	REVISIONS -	APP'D	NO	DATE	DRAWN	REVISIONS -	APP'D

SCALE: Varies
 DRAWN: ADP/GBA
 CHECKED:
 DESIGNED:

Port of Los Angeles Channel Deepening Project

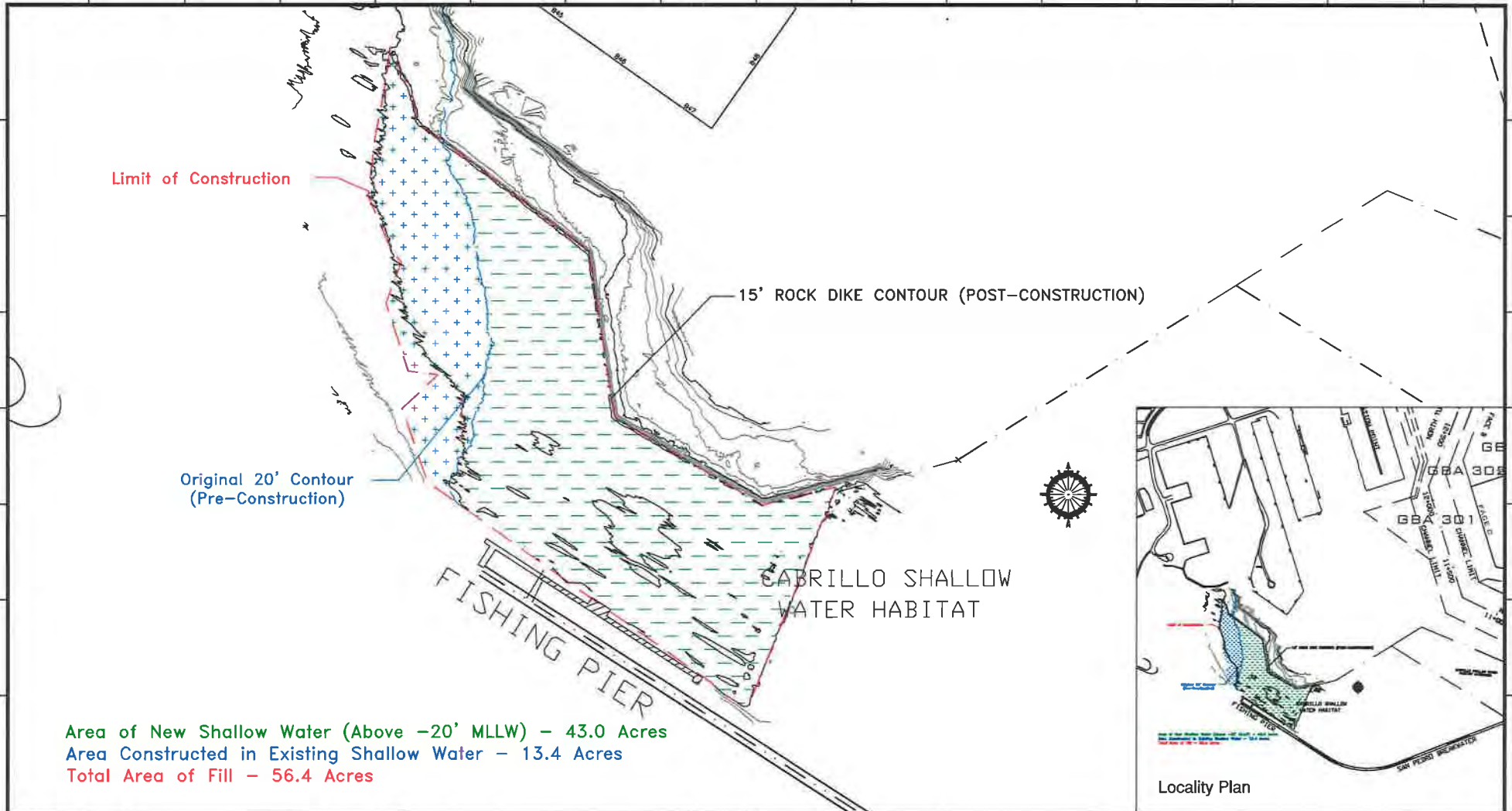
Northwest Slip - Landfill



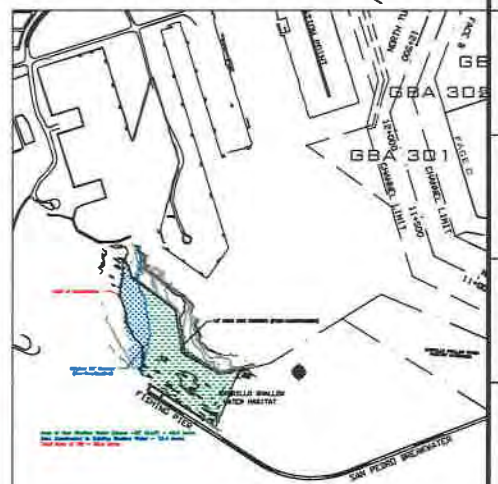
DRAWING NO:
 SHEET 1 OF 1

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

H
G
F
E
D
C
B
A



Area of New Shallow Water (Above -20' MLLW) - 43.0 Acres
 Area Constructed in Existing Shallow Water - 13.4 Acres
 Total Area of Fill - 56.4 Acres



Locality Plan

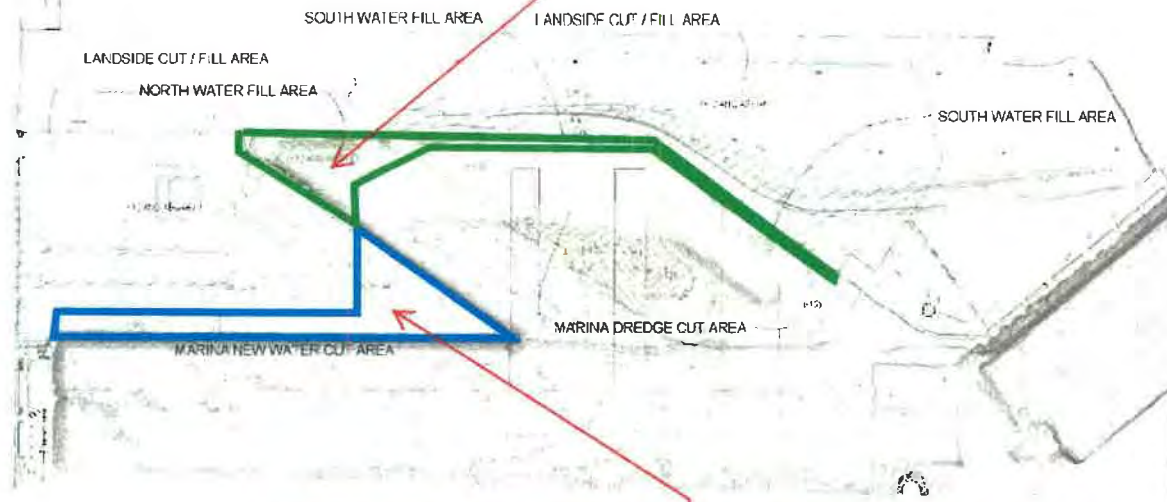
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SCALE: Varies
DRAWN: ADP/GBA
CHECKED:
DESIGNED:

Port of Los Angeles Channel Deepening Project	
Cabrillo Shallow Water Habitat Extension Phase 3	
GBA <small>ENGINEERS ★ SURVEYORS</small>	<small>2803 Wharf St. San Pedro, California 90731 Phone (510) 521-8127</small>
	DRAWING NO:

SHEET 1 OF 1

Area of Inner Harbor Land Fill (Above +4.8 MLLW) - 2.75 Acres



Area of new Inner Harbor Water (Below +4.8 MLLW) - 5.60 Acres

Net Area of New Inner Harbor Water - 2.85 Acres

LEGEND

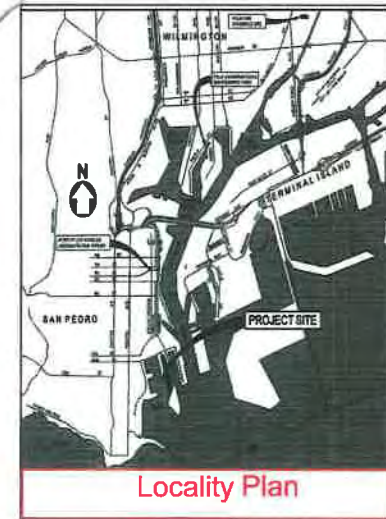
(-12) DESIGN ELEVATION

AREA TO BE DREDGED TO APPROXIMATELY -12 MLLW

AREA TO BE DREDGED TO APPROXIMATELY -15 MLLW

WATER AREA TO BE FILLED TO +12 MLLW AND ABOVE

LAND AREA TO BE GRADED TO +12 MLLW AND ABOVE



Locality Plan

NO.	DATE	BY	REVISION

DATE	BY	APP'D	NEW

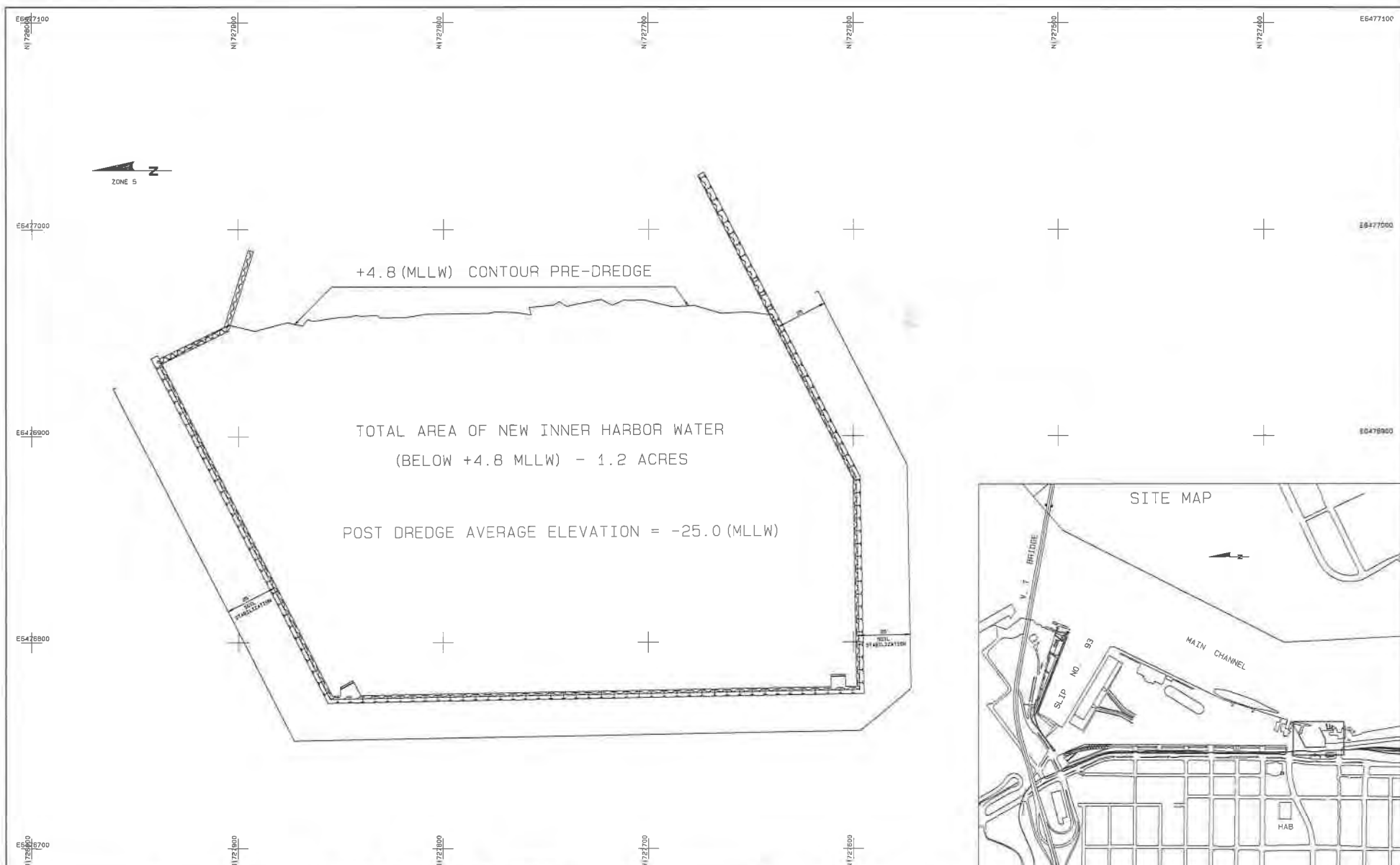


1700 G STREET, SUITE 1000
LOS ANGELES, CA 90012

CABRILLO WAY MARINA
EARTHWORK / DREDGING PLAN (BELOW +4.8 MLLW)

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
275 S. F STREET, LOS ANGELES, CA 90012-2398

DATE: 1-2778



+4.8 (MLLW) CONTOUR PRE-DREDGE

TOTAL AREA OF NEW INNER HARBOR WATER
(BELOW +4.8 MLLW) - 1.2 ACRES

POST DREDGE AVERAGE ELEVATION = -25.0 (MLLW)



REFERENCES:
 FB: *
 ENDR: ENDR 1-28M C-28
 FILES: (E5718.PRD) (E6415_B.PRD)

CONTR.:
 HORIZ: E3663_C.PRD
 VERT: E3663_C.PRD
 NN: TIDAL S
 E: 13.528 MLLW

INITIAL FILE: E5718.PRD DATE 13-AUG-13
 REVISIONS:

- STON
- GUARD POST
- LIGHT POLE
- CLEAN OUT
- TREE
- PALM TREE
- VALVE
- WATER METER
- FIRE HYDRANT
- SEWER M.H.
- DRAIN M.H.
- TELEPHONE M.H.
- ELECTRICAL M.H.
- WATER M.H.
- HIGH MAST POLE
- GUY WIRE
- WATER VALVE
- GAS VALVE
- POWER POLE
- PULL BOX
- MONITORING WELL
- DRAIN
- TRAFFIC SIGNAL
- RR SWITCH
- RR SIGNAL
- IRRIGATION VALVE
- RAIL
- FENCE

SURVEYOR: HEDLING
 CHECKED: KIZUHARA
 REVIEWED: HANSHREE
 APPROVED: OLSBERG
 COMPILED: HOUSER
 S.W.O.: 2722
 SPEC: *
 JOB NO: *
 DIVISION: 62
 PLAN
 FILE: E5718.PRD
 PROJECT SCALE:
 HORIZ: 1"=20'
 VERT: 1"=4'

PORT OF LOS ANGELES
 CONSTRUCTION DIVISION SURVEY SECTION
 DOWNTOWN HARBOR WATER CUT
 CALCULATED WATER AREA GAINED
 SHEET 1 OF 1

Attachment 2

Specific Accounting For Each Mitigation Bank

Attachment 2.1. Inner Harbor Mitigation Bank (Exhibit C from the Inner Harbor Memorandum of Understanding).

Project	Status	Debit/Credit (acres)	Balance (acres)	Reference
			17.70	MOU
Berth 225-229	Constructed	-5.91	11.79	POLA Letter Sept. 1994
Berth 212-215	Constructed	-11.09	0.70	POLA Letter Sept. 1994
Fire Station 111	Constructed	-0.21	0.49	POLA Letter Sept. 1994
Fire Station 112	Constructed	0.02	0.51	POLA Letter Sept. 1994
West Basin Widening	Constructed	5.70	6.21	POLA Letter Aug. 2001 ⁽¹⁾
Cabrillo Phase II	Constructed	2.85	9.06	POLA Letter January 2014
San Pedro Waterfront	Constructed	1.20	10.26	POLA Letter January 2014
Balance			10.26	

Notes:

- (1) Letter stated that POLA would like to retain flexibility to debit West Channel Development (4.40 acres) and Berth 100 (-1.29 acres) Projects from the Bolsa Chica mitigation bank. With Agency approval, the Berth 100 (-1.29 acres) Project will be debited from the Bolsa Chica Mitigation Bank rather than the Inner Harbor Mitigation Bank. In addition, we are removing the West Channel Development (4.40 acres) from the Inner Harbor Mitigation Bank. This project, which was initially brought to Agency attention in a letter dated August 12, 1998, is part of the Cabrillo Phase II project and has yet to be constructed. The proposed project has changed in the past several years. As a result we would like to discuss this project with the Resource Agencies along with other proposed projects at an upcoming meeting. These requests are reflected in the accounting for both the Inner Harbor and Bolsa Chica Mitigation Banks (see Attachment 3).

Attachment 2.2. Outer Harbor Mitigation Bank (Exhibit B from Outer Harbor Memorandum of Understanding).

Project	Status	Type of Impact	Acres Gained or Lost	Value Relative to Deep Outer Harbor	Debit/Credit (acres)	Net	Reference
Pier 400 Stage I							
Cabrillo SWH (Phase I)	Constructed	Gain of Shallow Water	191.90	1.5	287.85		MOA; POLA Letter April 2005 ⁽¹⁾
		Loss of Deep Water	-191.90	1.0	-191.90	95.95	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 300 SWH Expansion	Constructed	Gain of Shallow Water	24.80	1.5	37.20		MOA; POLA Letter April 2005 ⁽¹⁾
		Loss of Deep Water	-24.80	1.0	-24.80	12.40	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 400 Access Corridor	Constructed	Loss of Shallow Water	-42.10	1.5	-63.15	-63.15	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 300 Channel Dredging	Constructed	Dredging/Loss of Shallow Water	-94.50	1.5	-141.75		MOA; POLA Letter April 2005 ⁽¹⁾
		Gain of Deep	94.50	1.0	94.50	-47.25	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 300 Wharf Fill	Constructed	Loss of Shallow Water	-1.00	1.5	-1.50	-1.50	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 400 Landfill/SW Dike	Constructed	Gain in Shallow Water (Rocky Habitat)	23.70	1.5	35.55		MOA; POLA Letter April 2005 ⁽¹⁾
		Loss of Deep Water	-23.70	1.0	-23.70	11.85	MOA; POLA Letter April 2005 ⁽¹⁾
Pier 400 Stage II							
Cabrillo SWH (Phase II)	Constructed	Gain in Shallow Water	81.00	1.5	121.50		POLA Letter April 2005
		Loss of Deep Water	-81.00	1.0	-81.00	40.50	POLA Letter April 2005
Pier 400 SW Dike	Constructed	Gain in Shallow Water	0.50	1.5	0.75		POLA Letter April 2005
		Loss of Deep Water	-0.50	1.0	-0.50	0.25	POLA Letter April 2005
Channel Deepening							
Cabrillo SWH (Phase III)	Constructed	Gain in Shallow Water	43.00	1.5	64.50		POLA Letter January 2014
		Loss of Deep Water	-43.00	1.0	-43.00	21.50	POLA Letter January 2014
		Reduction in Project Value ⁽²⁾				-10.75	
Cabrillo SWH (Phase IV)	Constructed	Gain in Shallow Water	48.60	1.5	72.90		POLA Letter January 2014
		Loss of Deep Water	-48.60	1.0	-48.60	24.30	POLA Letter January 2014
Balance						84.10	

Notes:

1 Estimated pre-construction values provided in MOA; post-construction, as-built estimates provided in Attachment 1.

2 Due to Agency concerns with the fine grain size and unconsolidated condition of the constructed top layer of Phase III of the Cabrillo Shallow Water Habitat, a 50% reduction was applied to the number of net credits, resulting in a net gain of 10.75 credits from the Project.

SWH Shallow Water Habitat

Attachment 2.3. Bolsa Chica Mitigation Bank.

Project	Status	Type of Impact	Acres Gained or Lost	Value Relative to Deep Outer Harbor	Debit/Credit (acres)	Reference
Bolsa Chica Lowlands					227.00	Master Plan Amend.. No. 15
Bolsa Chica Lowlands					40.00	Master Plan Amend.. No. 17
Pier 400 Landfill - Stage 2 ⁽¹⁾	Constructed	Loss of Deep Water	-198.00	1.0	-198.00	POLA Letter April 2005
Berth 100	Constructed	Loss of Outer Harbor Water ⁽³⁾	-0.71	1.0	-0.71	POLA Letter August 2001 ⁽²⁾
		Loss of Inner Harbor Water ⁽³⁾	-0.58	0.5	-0.29	POLA Letter August 2001 ⁽²⁾
Amendment 3 to Bolsa Chica Agreement ⁽⁴⁾					38.00	POLA Memo December 5, 2005
Port of Los Angeles Channel Deepening						
Berths 100-109	Constructed	Loss of Inner Harbor	-42.20	0.5	-21.10	POLA Letter January 2014
Pier 300 A	Constructed	Loss of Shallow Water	-43.20	1.5 ⁽⁵⁾	-76.29	POLA Letter January 2014
Berth 243-245	Constructed	Loss of Inner Harbor Water	-6.30	0.5	-3.15	POLA Letter January 2014
NW Slip	Constructed	Loss of Inner Harbor Water	-2.00	0.5	-1.00	POLA Letter January 2014
Balance					4.46	

Notes:

- 1 Amount debited is only a portion (198.0 credits) of the 305.3 credits needed for the Pier 400 Stage 2 Landfill. The remaining 107.3 credits were debited from the Batiquitos Mitigation Bank.
- 2 Projects were initially described in POLA Letter, August 2001. That letter stated that POLA would like to retain flexibility to debit the Berth 100 Project from the Bolsa Chica mitigation bank. With Agency approval, this project will be debited as indicated.
- 3 The total 1.29 acres lost from the Berth 100 project have been appropriately apportioned according to the latest Port of Los Angeles Inner/Outer Harbor Habitat Map.
- 4 Approved by BHC on 10/25/06, Council review period ended 11/4/05, Mayor approved transfer of funds 12/5/05.
- 5 Credits required are at the shallow water ratio of 1.5 credits to 1.0 acres lost, plus up to an additional 5% percent of the remaining acreage (229.8 ac) to account for potential reduction in water circulation and habitat quality (2000 Channel Deepening SEIS/R).

MM NOI-2: Noise Walls

2008 MMRP

PREPARED FOR:
PORT OF LOS ANGELES
ENVIRONMENTAL DIVISION



Date
December 2021

CHINA SHIPPING CONTAINER TERMINAL NOISE MITIGATION FEASIBILITY ASSESSMENT

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DEFINITIONS, ACRONYMS, AND TERMS

Caltrans	California Department of Transportation
CNEL	Community Noise Equivalent Level, a 24-hour average noise level based on hourly Leqs with a 5-dBA penalty added to noise during evening hours from 7 PM to 10 PM and a 10-dBA penalty to sounds occurring between the hours of 10 PM to 7 AM
Day-night sound level (L _{dn})	A 24-hour sound level metric similar to a 24-hour Leq, except the L _{dn} includes an additional 10 dBA added to sound levels in each hour between 10 PM and 7 AM to account for increased sensitivity to noise during times when people are typically trying to sleep
dB	decibel, referring to a unit measured on the decibel scale used to quantify sound levels
dBA	A-weighted decibel, a system for weighting measured sound levels to reflect the frequencies that people hear best
Equivalent sound level (Leq)	A sound level metric that is the level that if held constant over the same period of time would have the same sound energy as the actual, fluctuating sound (i.e., an energy-average sound level)
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
ISO	International Organization for Standardization, which establishes standard methods and procedures for accomplishing specific activities and calculations. The ISO has defined a number of standards related to the quantification of environmental noise.
L _{dn}	Day-night sound level
Leq	Equivalent sound level
M	Million
Model Receptor	A theoretical location used in computer modeling at which the model calculates sound levels from a source or sources. Modeling receptors are usually placed at locations representing one or more potentially noise-sensitive uses.
Noise impact	A measured or model-calculated condition in which the absolute (i.e., total) sound level and/or a project-related sound level increase exceed a defined noise impact criterion.
Noise metric	One of a number of measures used to quantify noise (e.g., Leq, or CNEL)
Sound level	Sound pressure level (see below)

Sound power level	A measure of the sound energy emitted by noise source expressed as energy per unit of time. <i>Not</i> to be confused with sound pressure level.
Sound pressure level	Ten times the base-10 logarithm of the square of the ratio of the mean square sound pressure, in a stated frequency band (often weighted), and the reference mean-square sound pressure of 20 μ Pa (micro pascals, a standard reference unit of pressure), which is approximately equal to the threshold of human hearing at 1 kilohertz. Sound pressure level is expressed in decibels.
TEU	Twenty-Foot Equivalent Units
TNM	Traffic Noise Model

EXECUTIVE SUMMARY

The Berth 97-109 Container Terminal Project Recirculated Draft EIS/EIR ("2008 EIS/EIR"; LAHD & USACE 2008) found that there would be significant noise impacts at two noise-sensitive residential receptors from future operations of the approved China Shipping Container Terminal Project (Approved Project). Consequently, the 2008 EIS/EIR identified Mitigation Measure MM NOI-2 to address the impacts at those receptors. MM NOI-2 required that mitigation would "include installation of noise walls at the project site or residential property lines, if feasible, and/or soundproofing of impacted noise-sensitive structures." To support this measure, the methodology identified the need for noise monitoring at these residences after China Shipping was operational "to determine the actual noise impact and then tailor specific mitigation measures." Because the feasibility of implementing noise mitigation was uncertain, the 2008 EIS/EIR stated that significant unavoidable noise impacts would remain.

The Harbor Department is implementing the requirements of MM NOI-2 and has retained Ramboll Consulting, Inc. (Ramboll) to conduct a noise mitigation feasibility study of the Berth 97-109 China Shipping Container Terminal Project located in the West Basin Area of the Port of Los Angeles. Ramboll has reviewed the relevant State and local guidelines and standards and evaluated noise control measures. This analysis finds that although 2045 operations at a throughput of 1.7 million TEU would result in significant noise impacts, off-site traffic noise not related to China Shipping operations would dominate the noise environment at the significantly impacted locations. Regardless, pursuant to MM NOI-2, this study evaluates the feasibility and effectiveness of mitigation, via noise barriers and/or soundproofing.

Because of the dominance of off-site traffic noise unrelated to the China Shipping facility, noise barriers were not found to be effective and feasible (i.e., they would not achieve a minimum of 7 dBA of reduction). Therefore, residential sound insulation should be considered. Identification of the efficacy and feasibility of enhanced residential sound insulation will require on-site surveys and studies, which were not conducted as a part of this study.

1. INTRODUCTION

The Berth 97-109 Container Terminal Project Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) ("2008 EIS/EIR"; LAHD & USACE 2008) evaluated future operational noise impacts for the China Shipping Container Terminal Project, found that there would be significant noise impacts at residential receptors in two areas, and identified mitigation measure MM NOI-2 to address the impact. The Board of Harbor Commissioners adopted MM NOI-2 in 2008 when it certified the Final EIR and approved the China Shipping Container Terminal Project (Approved Project).

As stated in the 2008 EIS/EIR, mitigation MM NOI-2 "would include the installation of noise walls at the project site or residential property lines, if feasible, and/or soundproofing of impacted noise-sensitive structures." To implement MM NOI-2, the Port was to conduct "noise monitoring after China Shipping is operational to determine the actual noise impact and then tailor specific mitigation measures".

Ramboll has determined that noise monitoring would not be able to accurately quantify noise from China Shipping activities or confirm the sound levels identified in the 2008 EIS/EIR because of the increase in the background traffic noise levels not related to China Shipping operations that have occurred between 2001 (the baseline year for the 2008 EIS/EIR) and today. In order to characterize the existing noise environment and accurately assess the effectiveness and feasibility of noise walls, as required under Mitigation Measure MM NOI-2, noise from China Shipping operations at maximum capacity were evaluated using noise modeling, as was done for the 2008 EIS/EIR noise analysis. Note that predicted maximum future capacity has increased since 2008 and is now 1.7 million TEUs per year rather than the 1.55 million TEUs assumed in the 2008 EIS/EIR.

This study summarizes the results of 1) noise monitoring conducted in 2014, 2) the current analysis of operational noise, and 3) an analysis of the feasibility of mitigation necessary to address the requirements of MM NOI-2. **Figure 1** depicts the China Shipping Container Terminal project site and its vicinity. Land uses immediately surrounding the site are comprised of a mix of residential, commercial, and industrial uses.

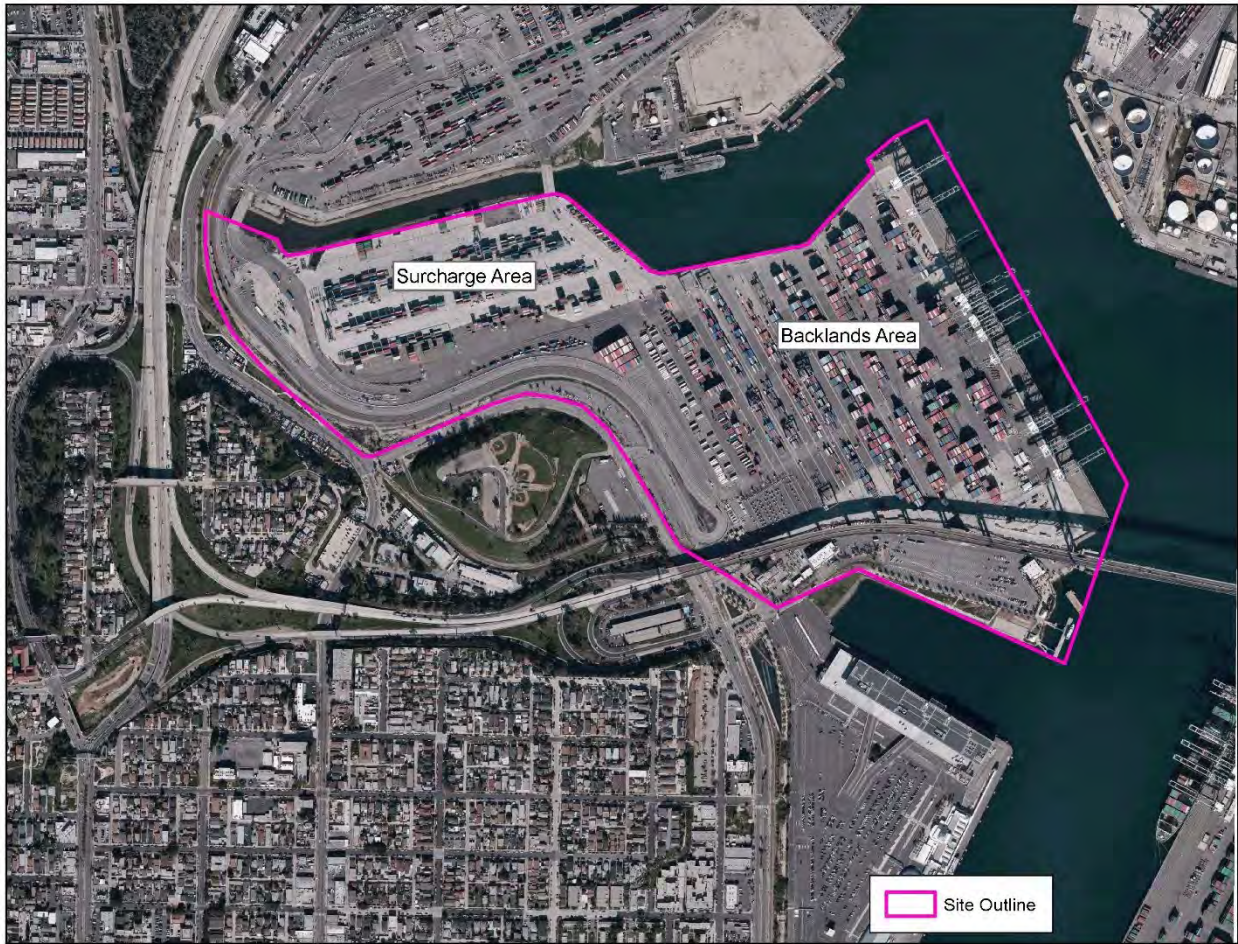


Figure 1. Location of the Project Site and Vicinity

2. NOISE STANDARDS & GUIDELINES

2.1 State of California Noise Insulation Standards

Title 24, Part 2, Section 1207 of the California Code of Regulations contains requirements for the construction of new hotels, motels, apartment houses, and dwellings other than detached single-family dwellings, intended to limit the extent of noise transmitted into habitable spaces from exterior noise sources. These requirements are collectively known as the California Noise Insulation Standards. The Standards set forth an interior standard of 45 dBA L_{dn} or CNEL (whichever descriptor is consistent with the local noise element) in any habitable room with all doors and windows closed, and they require an acoustical analysis demonstrating how dwelling units have been designed to meet this interior standard in situations where units are proposed in areas subject to transportation noise levels greater than 60 dBA L_{dn} or CNEL.

2.2 City of Los Angeles

The City of Los Angeles establishes noise standards for the purpose of protecting citizens from potential hearing damage and from various other adverse physiological, psychological and social effects associated with noise. The following guidelines and regulations were used in the EIR to assess the impact of noise that would be generated by the Approved Project and experienced by nearby sensitive receptors.

2.3 City of Los Angeles CEQA Thresholds Guide

The City of Los Angeles CEQA Thresholds Guide (City of Los Angeles 2006) contains the following significance thresholds for operational noise impacts due to stationary sources, vehicular traffic, or increased railroad operations.

A project would be considered to have a significant impact on noise levels if project operations cause the ambient noise level measured at the property line of affected uses to increase by 3 dBA in CNEL or within the 'normally unacceptable' or 'clearly unacceptable category,' or any 5 dBA or greater noise increase.

Table 1 presents the City's land use noise compatibility guidelines. The purpose of these guidelines is to maintain acceptable noise levels for different land use types. Noise compatibility by different land use types is categorized into four general levels: "normally acceptable," "conditionally acceptable," "normally unacceptable," and "clearly unacceptable." Sensitive receptors in the Port area that were identified as significantly impacted by the China Shipping Container Terminal project were residential land uses (single- and multi-family housing). At these land uses, a significant impact would occur if the Approved Project causes CNEL noise levels to increase by 1) 5 dBA or greater where the existing CNEL is less than 70 dBA; or 2) 3 dBA or greater where the existing CNEL exceeds 70 dBA.

Table 1. Land Use Compatibility Guidelines

Land Use	Community Noise Exposure (CNEL, dBA)			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Single-Family, Duplex, Mobile Homes	50 - 60	50 - 70	70 - 75	Above 70
Multifamily Homes	50 - 65	60 - 70	70 - 75	Above 70
Schools, Libraries, Churches, Hospitals, Nursing Homes	50 - 70	60 - 70	70 - 80	Above 80
Transient Lodging – Motels, Hotels	50 – 65	60 - 70	70 - 80	Above 80
Auditoriums, Concert Halls, Amphitheaters	-	50 - 70	-	Above 65
Sports Arena, Outdoor Spectator Sports	-	50 - 75	-	Above 70
Playgrounds, Neighborhood Parks	50 – 70	-	67 – 75	Above 72
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50 – 75	-	70 – 75	Above 80
Office Buildings, Business and Professional Commercial	50 – 70	67 - 77	Above 75	-
Industrial, Manufacturing, Utilities, Agriculture	50 – 75	70 - 80	Above 75	-
<p>Normally Acceptable: Specified land use is satisfactory, based on the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.</p> <p>Conditionally Acceptable: New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning, will normally suffice.</p> <p>Normally Unacceptable: New construction or development generally should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.</p> <p>Clearly Unacceptable: New construction or development generally should not be undertaken.</p> <p><i>Source: City of Los Angeles CEQA Thresholds Guide, 2006, Section I.2.2.</i></p>				

2.4 City of Los Angeles Municipal Code

The City of Los Angeles Municipal Code prohibits a noise level increase of five dBA over the existing average ambient noise level at an adjacent property line. The baseline ambient noise level is either the actual measured ambient noise level or the City’s presumed ambient noise level (**Table 2**), whichever is greater. If the ambient noise level is established by an actual measurement, the measurement must be averaged over a period of at least 15 minutes. Where the actual measured ambient conditions are not known, the City’s presumed ambient noise levels should be used.

Section 111.02 states that under conditions where noise alleged to be offending occurs between five and 15 minutes in any 1-hour period between the hours of 7 AM and 10 PM of any day, a five-dBA allowance should be provided to the noise source. Additionally, under conditions where the offending noise occurs for five minutes or less in any 1-hour period between the hours of 7 AM and 10 PM of any day, an additional five-dBA allowance can be provided to the noise source. When the offending noise source generates repeated impulsive noise levels, a five-dBA penalty should be accounted for in the noise levels.

Table 2. City of Los Angeles Presumed Ambient Noise Levels

Land Use	Presumed Ambient Noise Levels, dBA	
	Daytime (7 AM to 10 PM)	Nighttime (10 PM to 7 AM)
Residential, School, Hospitals, Hotels	50	40
Commercial	60	55
Manufacturing (M1, MR1, and MR2)	60	55
Heavy Manufacturing (M2 and M3)	65	65
<i>Source: City of Los Angeles Municipal Code, Section 111.03.</i>		

3. FINDINGS OF THE BERTH 97-109 CONTAINER TERMINAL PROJECT FINAL EIS/EIR (2008 EIS/EIR)

Section 3.11 of the 2008 EIS/EIR (LAHD & USACE 2008) evaluated future operational noise impacts from the Approved Project under the assumption of a maximum throughput of 1.55 million (1.55M) Twenty-Foot Equivalent Units (TEUs) per year. Per the 2008 EIS/EIR, the CEQA Baseline is representative of the year prior to the start of the China Shipping Project, i.e., the year prior to March 2001.

The 2008 EIS/EIR identified thresholds of significant impacts for noise as a project-related increase of 3 dBA over baseline levels if the overall levels were expected to be 70 dBA or higher and an increase of 5 dBA over baseline levels if the overall levels were less than 70 dBA.

The 2008 EIS/EIR ultimately concluded that noise from the China Shipping operations would increase sound levels over CEQA baseline levels at LT-1, representing a residence on Knoll Hill, by 6 dBA. Similarly, China Shipping operations would increase sound levels at LT-3, representing residences in the neighborhood near W Amar Street and N Palos Verdes Street, by 7 dBA. These were characterized as significant impacts. The CEQA baseline levels, Proposed Project levels, and increases identified in the 2008 EIS/EIR are presented in **Table 3**.

Table 3. CEQA Operational Noise Impacts for Proposed Project (CNEL, dBA)

Receiver	CEQA Baseline Level	Project Noise Level	Overall Noise Level	Increase over CEQA Baseline
Knoll Hill Neighborhood				
LT-1	64	69	70	6
Palos Verdes/Amar Street				
LT-3	61	67	68	7
Source: Table 3.11-17 from the <i>Berth 97-109 Container Terminal Project Final EIS/EIR (2008)</i>				

Because significant CEQA noise impacts were identified at LT-1 and LT-3, the 2008 EIR identified mitigation measure NOI-2 (MM NOI-2). MM NOI-2 required that mitigation would “include installation of noise walls at the project site or residential property lines, if feasible, and/or soundproofing of impacted noise-sensitive structures.” To support this measure, the methodology identified the need for noise monitoring at these residences after China Shipping was operational “to determine the actual noise impact and then tailor specific mitigation measures.” Because the feasibility of implementing noise mitigation was uncertain, the 2008 EIS/EIR stated that significant unavoidable noise impacts would remain.

A subsequent study performed by Acoustics Group, Inc. (AGI, 2017) found that an increase in potential throughput from 1.55M TEUs to 1.7M TEUs would have a minimal impact on the overall sound levels.

4. NOISE MONITORING

In support of Mitigation Measure NOI-2, a noise survey was conducted in October and November 2014 by Acoustics Group Inc. (AGI) prior to Phase III Operations to document noise levels at locations consistent with the receptor areas measured in 2002 and 2003. The measured noise levels reflect operational activity and background ambient noise occurring after construction was completed.

Two long-term noise measurements were conducted at noise-sensitive receptors LT-1A and LT-3A (**Figure 2**). The locations were near the 2008 EIS/EIR noise monitoring and model receptor locations LT-1 and LT-3. Because the measurements at the exact locations used in the 2008 EIS/EIR were not possible due to access constraints, monitoring locations LT-1A and LT-3A were selected as representative of the impacted noise-sensitive receptors in the 2008 EIS/EIR. LT-1A is a single-family residence on Knoll Hill and LT-3A is representative of the single and multi-family residences on Amar Street and Palos Verdes Street directly overlooking port activities.

Review of the measured sound levels and noted noise sources during the measurements indicated that the noise environments at the two locations were dominated by, or substantially affected by, noise from sources other than China Shipping, particularly traffic traveling on off-site roadways and freeways (**Table 4**). While China Shipping operations contribute somewhat to the overall levels, they cannot be separated out from the overall noise environment at these locations. Therefore, the noise monitoring conducted in 2014 was not found to be useful for characterizing China Shipping’s contribution to the overall noise environment, and computer noise modeling was used to characterize noise levels in the two neighborhoods from both China Shipping operations and from off-site traffic.

Table 4. Summary of the 2014 Ambient Noise Measurement Data

SLM	Location	Date	Leq	CNEL	Noted Noise Sources
LT-1A	321 Viewland Pl (Knoll Hill)	11/3/14– 11/4/14	53 - 64	67	Constant faint Port Noise, Constant Truck Traffic, Truck Horn/Brakes, Community Noise, Wildlife, Train, Aircraft, Backup beeper
LT-3A	604 N Palos Verdes St	10/30/14 - 10/31/14	57 - 67	70	Constant noise from trucks and traffic on S Harbor Blvd, Wildlife, Truck Horns, Backup Beeper, Community Noise, Helicopter, Faint siren, Aircraft, Motorcycle, Music from watershow
Source: AGI, 2014					



Figure 2. Noise Measurement Locations

5. NOISE ANALYSIS METHODOLOGY

Noise from the China Shipping Terminal operating at full capacity (1.7M TEUs throughput per year) in 2045 was considered for this mitigation feasibility assessment

5.1 Noise Model

As noted previously, noise from both the China Shipping Terminal and from off-site traffic was estimated using the CadnaA noise model. CadnaA is a software program that enables noise modeling of complex industrial sources using sound propagation factors as adopted by International Organization for Standardization (ISO) 9613. The modeling process included the following steps: (1) characterizing the noise sources, (2) creating 3-dimensional maps of the site, proposed structures, and vicinity to enable the model to evaluate effects of distance, structural interference, and topography on noise attenuation, and (3) assigning the equipment sound levels to appropriate locations on the site. CadnaA then constructs topographic cross sections to calculate sound levels in the vicinity of the project site. Traffic sound levels, both on-site and off-site were modeled using CadnaA's US Federal Highway Administration (FHWA) Traffic Noise Model (TNM) road noise module. Rail noise was evaluated using CadnaA's Federal Railroad Administration (FRA) module available in CadnaA for modeling noise due to moving freight trains.

5.2 On-site Noise Sources

Activities at the China Shipping Terminal include loading and unloading containers from ships; moving, managing, and storing containers at the terminal; and transporting containers on and off the site via trucks and rail. Other activities, such as maintenance of equipment, generate minimal noise compared to the container-related activities and are not considered in this assessment.

The primary sources of on-site operational noise at the China Shipping Terminal include ship-to-shore (STS) cranes; other cargo-handling equipment (CHE) such as top-picks, rubber-tired gantry (RTG) cranes, and yard tractors; refrigerated containers (reefers); haul trucks; and trains/rail activity. Some cranes, such as the rail-mounted gantry (RMG) cranes, are electrically powered, produce minimal noise compared to the other sources, and are not considered further in this assessment.

The numbers and types of equipment expected to operate on the site with full capacity in 2045 are summarized in **Table 5**. Where sources were expected to operate in both the Surcharge and Backlands areas, they were split by approximately 1/3 in the Surcharge area and 2/3 in the Backlands area.

Table 5. Expected On-site Equipment

Equipment	China Shipping Area		Total	Data Source
	Surcharge	Backlands		
Top-pick	6	12	18	POLA, WBCT CHE in 2016
RTG	-	6	6	POLA, WBCT CHE in 2016
Yard Goat/Hostler	28	57	85	POLA, WBCT CHE in 2016
Reefer	-	250	250	Assumes 100% of spots occupied
Ship-to-Shore Crane	-	10	10	POLA, WBCT CHE in 2016
On-site Haul Trucks	3065 truck visits/day TOTAL 172 daytime/hour; 82/evening hour; 84/nighttime hour			China Shipping 2019 SEIR Traffic Modeling for Project 2045, Cambridge Systematics Inc.
Train	1 train/day, consisting of 2 locomotives/train, approximately 8,800 length of railcars			POLA, WBCT CHE in 2016

The sound levels of the primary noise sources are identified in **Table 6**.

Table 6. Sound Power Levels of On-Site Sources (dBA)

On-Site Source	Sound Power Level	Data Source
Top-pick	118	AGI source sound level for Lmax of container on ground
Rubber-tired-gantry (RTG)	115	Ramboll measurement
Yard Goat/Hostler	120	AGI source sound level library of 102 dBA per short-term passby, adjusted to represent # of passbys
Refrigerated Container/Reefer	96	AGI source sound level library
Ship-to-Shore (STS) Crane	113	Ramboll measurement of crane at POLB near crane
Haul Truck	--	Provided by CadnaA TNM module
Train	--	Provided by CadnaA FRA module

All sources were conservatively assumed to operate continuously over a period of 24 hours. Haul truck volumes were the only source identified with differing day, evening, and nighttime levels of activity (**Table 5**).

5.3 Off-site Traffic

Off-site traffic (i.e., traffic along existing area roadways including the SR-47 and SR-47 ramps, N Front St, and N Harbor Blvd) is a major source of existing ambient noise in the vicinity of the China Shipping Terminal, and the China Shipping terminal is expected to result in additional traffic on area roadways. Therefore, noise from these roadways was included in the assessment of noise at nearby receivers. The following provides a summary of the traffic noise assessment methodology.

Ramboll reviewed traffic data provided by the following sources:

- Traffic volumes and truck percentages related to China Shipping terminal operations were provided for all roadways by Cambridge Systematics Inc. from their 2019 China Shipping Traffic Modeling.
- Background (non-China Shipping) traffic volumes on N Front Street and N Harbor Boulevard were provided by Cambridge Systematics Inc. from their 2019 China Shipping Traffic Modeling.
- Traffic volumes and truck percentages expected in 2045 were found in the 2019 SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project ND/FONSI document for SR-47 and related on and off ramps.

From these documents, year 2045 (i.e., design year) AM and PM peak hour traffic volumes were compiled for fourteen (14) roadway segments, including for SR-47 and SR-47 ramps, N Front St, and N Harbor Blvd. The roadway segments considered are identified later in this report in **Figure 4**. It should be noted that our modeling considered the proposed new on and off-ramp configurations for SR-47 as identified by 2045 for the SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project.

Because the thresholds of significance were based on increases in the CNEL levels, a 24-hour sound level metric, the peak-hour traffic data needed to be converted to a 24-hour distribution for daytime hours (7 AM to 7 PM), evening hours (7 PM to 10 PM), and nighttime hours (10 PM to 7 AM). Using the temporal distribution identified in **Figure 3** for a freeway during weekdays with moderate traffic congestion, average day, evening, and nighttime traffic volumes were computed for each roadway segment (TTI, 2011).

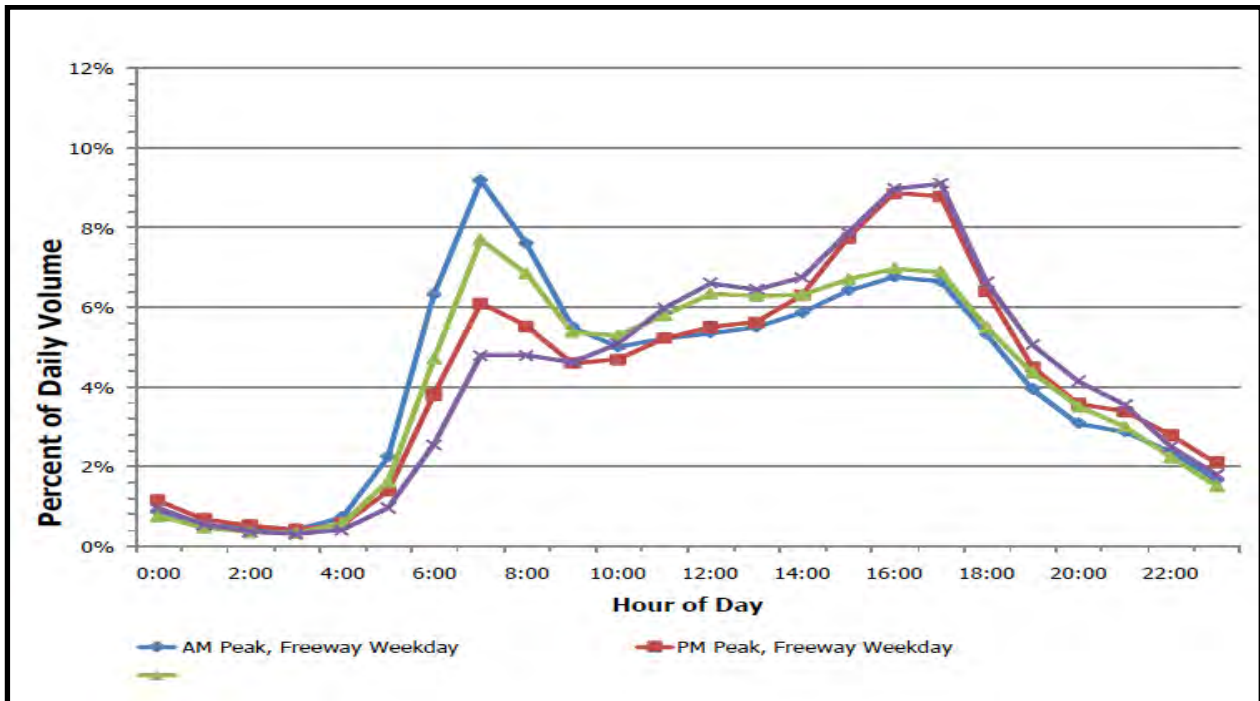


Figure 3. Temporal Traffic Distribution

Truck percentages for each roadway during day, evening, and nighttime hours were evaluated using data provided in the above referenced documents, with adjustments made to consider 24-hour distribution and expected contributions from the China Shipping terminal.

The resulting traffic volumes and truck percentages used in this analysis are provided in **Appendix A**. Traffic noise modeling was completed using the same Cadna/A noise model described above.

5.4 Noise Model Receptor Locations

Ramboll used the CadnaA noise model to estimate source-related sound levels at the specific model receptor locations depicted **Figure 4**.

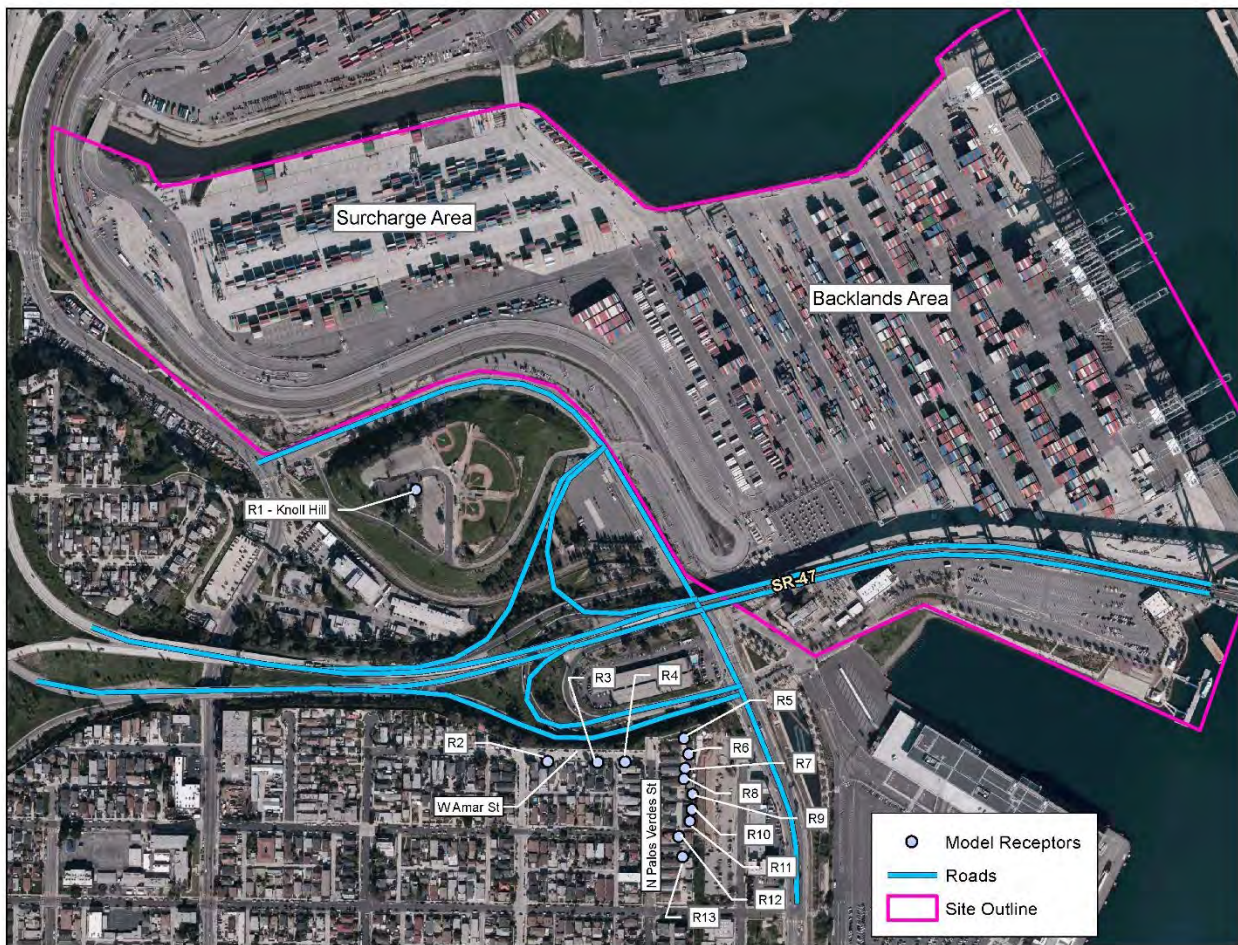


Figure 4. Noise Model Receptor Locations

The noise modeling effort for this analysis used receptor location R1, depicted in **Figure 5**, to represent the residence on Knoll Hill, which is in the same approximate location as receptor LT-1 used in the 2008 EIS/EIR shown in **Figure 2**.

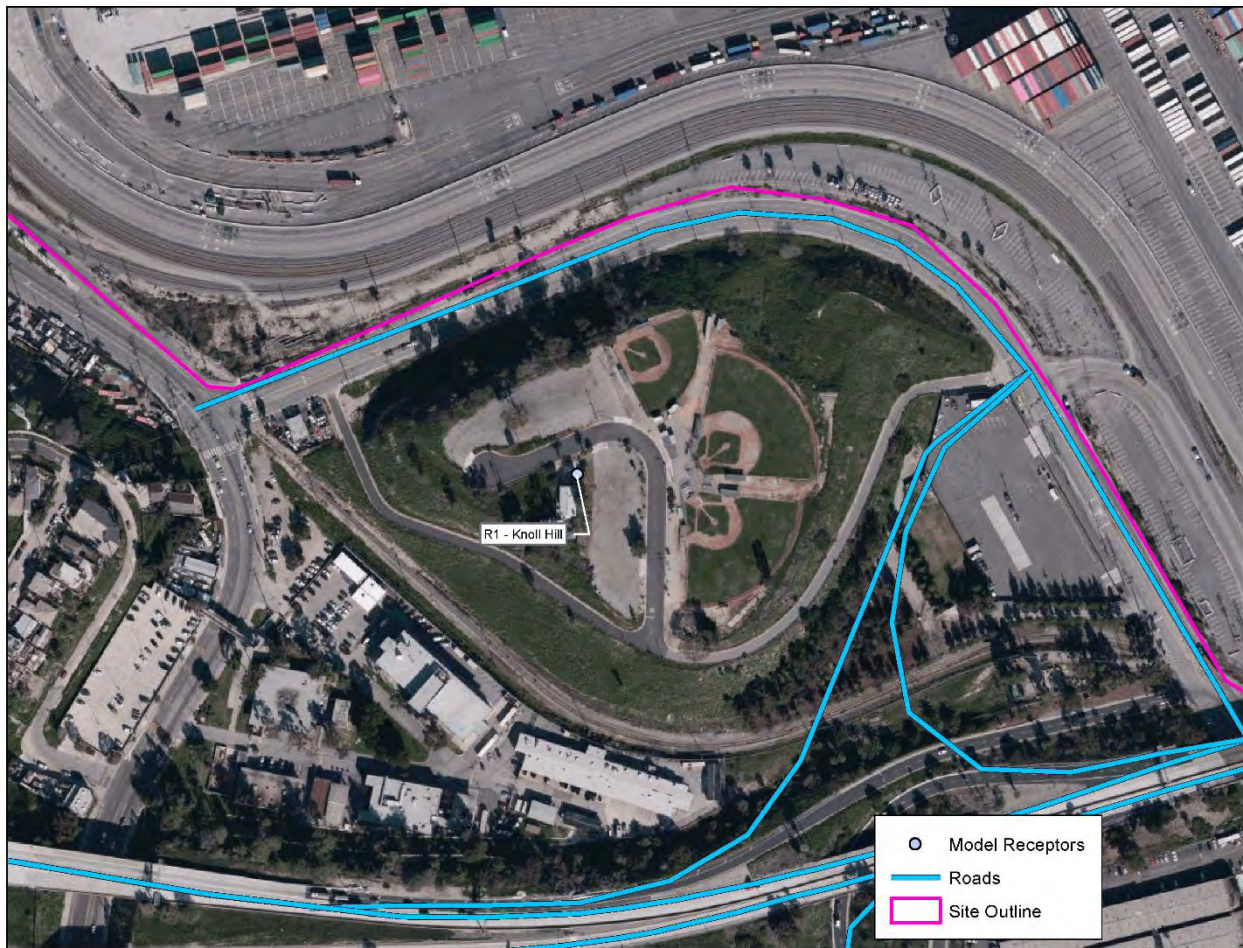


Figure 5. Knoll Hill Receptor Location (R1)

The residences in the W Amar Street/N Palos Verdes neighborhood are represented by receptors R2-R13 in this assessment, as depicted in **Figure 6**. The 2008 EIS/EIR used a single model receptor, LT-3 in roughly in the same location as R4, to represent this neighborhood.



Figure 6. W Amar Street/N Palos Verdes Street Receptor Locations (R2-R13)

5.4.1 Identifying Residences with CEQA Significant Impacts

The residences in the neighborhood in the vicinity of W Amar Street and N Palos Verdes Street have differing exposures to the China Shipping Terminal and to area roadways, and the 2008 EIS/EIR does not provide enough detail to identify which specific residences/receptors should be considered in this mitigation feasibility study (i.e., which specific receptors would have been identified as significantly impacted and require mitigation).

To narrow down which residences should be considered in this mitigation feasibility study, Ramboll first assessed which residences would have been considered significantly impacted in the 2008 EIS/EIR, if the 2008 EIS/EIR had conducted a more detailed assessment. For this exercise, Ramboll modeled the expected sources at the China Shipping terminal and off-site traffic related to the China Shipping facility. Ramboll then added these modeled sound levels to the 2001 background sound levels identified in the 2008 EIS/EIR to identify overall cumulative levels and projected increases over the EIR baseline. As can be seen in **Table 7**, the calculated increase at R1 is 6 dBA, which is the same as identified in the 2008 EIS/EIR for LT-1. The calculated increase at R4 is 8 dBA, which is slightly higher than the 7 dBA identified in the 2008 EIS/EIR for receptor location LT-3. This indicates that our model is accurately representing the noise study presented in the EIR. For the remainder of the model

receptors on the hill, we identified significant noise impacts at receptors R2 through R11. Therefore, these receptors were the focus of our mitigation feasibility assessment.

Table 7. Specific Receptor Locations with Significant Impacts (CNEL, dBA)

Scenario	Location, Receptors												
	Knoll Hill	Amar St				Palos Verdes							
	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13
2008 EIR Baseline (based on 2001 background)	64	61	61	61	61	61	61	61	61	61	61	61	61
China Shipping 2045: On and Off Site	69	69	69	68	70	66	64	65	65	64	64	59	57
Total (2008 EIR Baseline + 2045 CS)	70	70	70	70	70	68	66	67	66	66	65	63	63
Increase (Total – Baseline)	6	9	8	8	9	6	5	5	5	5	5	2	2
<i>Per 2008 EIR: Significant impact would occur if noise increase is +5 dBA_or greater over baseline levels when overall levels are less than 70 dBA and +3 dBA_or greater when overall levels are 70 dBA or higher. Shaded cells identify receptor locations with significant noise impacts requiring consideration of mitigation feasibility.</i>													

6. NOISE MITIGATION FEASIBILITY ANALYSIS

Pursuant to the requirements of MM NOI-2, a noise mitigation feasibility analysis is being considered for residences on Knoll Hill and in the W Amar Street/N Palos Verdes Street community identified in the 2008 EIS/EIR as significantly impacted by noise from the Approved Project. Our initial assessment in Section 5.4.1 more precisely identified receptors R2 through R13 in the W Amar Street/N Palos Verdes community as being significantly impacted and requiring consideration of mitigation. This is in addition to R1, representing the Knoll Hill residence. Potential mitigation measures, including noise barriers and sound insulation, were considered.

6.1 Noise Barriers

Because the noise environment in the project vicinity includes substantial contributions from off-site traffic not related to the terminal, noise modeling of the efficacy and feasibility of noise barriers needed to include an assessment of all off-site traffic on the primary area roadways in addition to noise from terminal operations. For this assessment, we considered the on-site equipment identified in Section 5.2 and the off-site traffic as identified in 5.3 and Appendix A.

Because noise from off-site traffic was expected to be a substantial, and potentially dominant, contributor to the overall sound levels at the receptor locations, our first step was to model and review the overall sound levels at each receptor location from China Shipping-related sources (both on and off-site) and from background off-site traffic levels. The results of this analysis are displayed in **Table 9**. As seen in the table, background, off-site traffic noise is expected to be a substantial and/or dominant noise source at all receptor locations with 2045 operations and traffic levels. This reveals that on-site noise barriers, which would only be effective at reducing on-site operational noise, would not be effective in reducing overall noise at these residences. Therefore, noise barriers were considered in locations nearer to each receptor location.

Table 8. Modeled Sound Levels in 2045 – No Barriers (CNEL, dBA)

Scenario	Location, Receptors										
	Knoll Hill	Amar St				Palos Verdes					
	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11
China Shipping On-Site Activity	68	65	65	65	64	61	59	61	61	61	62
China Shipping Off-Site Traffic	61	67	66	65	68	64	62	63	62	61	60
China Shipping - TOTAL	69	69	69	68	70	66	64	65	64	64	64
Background Off-Site Traffic	71	76	75	75	75	72	70	70	69	68	68
Total	73	77	76	76	76	73	71	71	71	70	69

6.1.1 Knoll Hill Noise Barrier

The modeled sound level at the Knoll Hill receptor location, R1 in **Table 8**, is substantially affected by both on-site operational noise and off-site traffic noise. To maximize the effectiveness of a noise barrier, a location was considered as near to the residence as feasible. Therefore, a 6.1 meter/20-foot-high noise barrier was considered on the Port-owned property across the street from the residence (**Figure 7**). At this location,

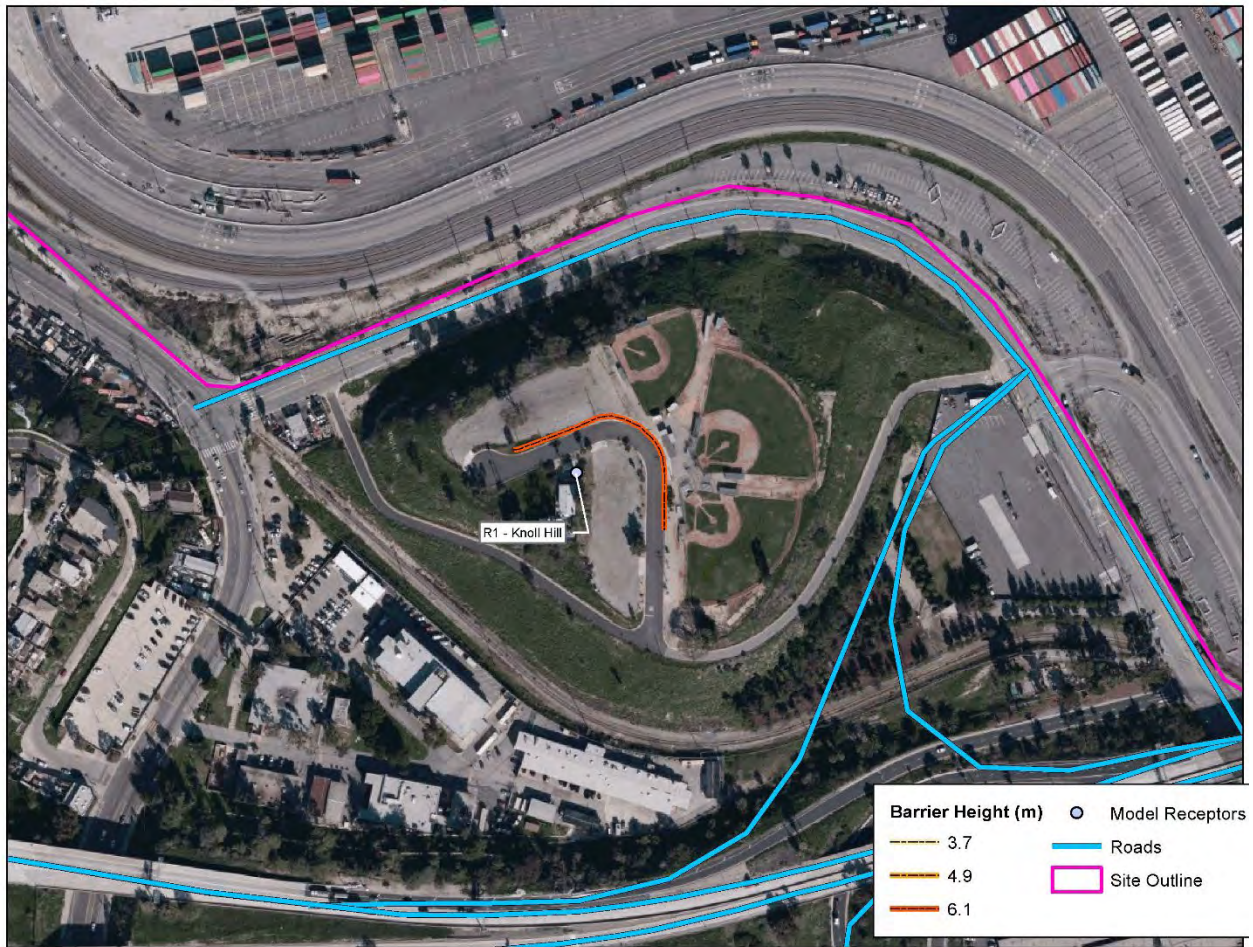


Figure 7. Knoll Hill Noise Barrier Location

The noise model results at R1, with and without such a barrier, are 72 dBA and 73 dBA, respectively, representing a 1-dBA reduction. (See **Table 8**, **Table 9**, and **Table 10**.) The off-site traffic sound level is not notably reduced by the barrier and remains 71 dBA, rendering the barrier ineffective and infeasible.

Table 9. Modeled Sound Levels in 2045 – With Noise Barriers (CNEL, dBA)

Scenario	Location, Receptors										
	Knoll Hill	Amar St				Palos Verdes					
	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11
China Shipping On-Site Activity	63	60	60	61	54	57	58	60	57	58	59
China Shipping Off-Site Traffic	59	65	63	63	64	62	61	62	59	58	59
China Shipping - TOTAL	65	66	65	65	65	64	62	64	62	61	62
Background Off-Site Traffic	71	73	71	70	73	70	69	69	67	65	66
Total	72	74	72	71	74	71	69	70	68	67	68

Table 10. Modeled Sound Levels, Reductions Achieved by Noise Barriers (CNEL, dBA)

Scenario	Location, Receptors										
	Knoll Hill	Amar St				Palos Verdes					
	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11
China Shipping On-Site Activity	5	5	5	4	10	4	1	1	4	3	3
China Shipping Off-Site Traffic	1	2	3	3	4	2	1	1	2	2	1
China Shipping - TOTAL	4	3	4	4	5	2	1	1	3	3	2
Background Off-Site Traffic	0	3	4	4	2	2	2	2	3	3	1
Total	1	3	4	4	3	2	2	1	3	3	2

Per Caltrans' *Traffic Noise Analysis Protocol*, April 2020, noise barriers need to achieve at least 7 dBA reduction at one or more receptors to be considered effective.

6.1.2 W Amar Street/N Palos Verdes Street Community

The modeled sound levels in the W Amar Street/N Palos Verdes Street community, R2 through R11 in **Table 8**, are dominated by off-site traffic noise not related to China Shipping operations. To maximize the effectiveness of noise barriers, barrier locations were considered as near to the residences as feasible. Therefore, a 4.9 meter/16-foot-high noise barrier was considered across W Amar Street from

receptors R2 through R4 and a 3.7 meter/12-foot-high noise barrier was considered on the north side of the lot at R5 and along the backs of the lots of R6 through R11 (**Figure 7**).

As shown in **Table 10**, while the barrier is very effective at reducing on-site operational noise at many of the receptors, with reductions of 5 to 10 dBA, it was not shown to be effective for the off-site traffic noise, specifically that produced by SR-47. The noise barriers reduced off-site traffic noise by 3 to 4 dBA, at most, and because off-site traffic noise dominates the noise environment at these receptors, such noise barriers would achieve no more than 3 to 4 dBA of reduction in overall noise at its most effective locations. Per Caltrans' *Traffic Noise Analysis Protocol*, April 2020, noise barriers need to achieve at least 7 dBA reduction at one or more receptors to be considered effective and feasible.



Figure 8. W Amar Street/N Palos Verdes Street Noise Barriers Locations

6.2 Residential Sound Insulation

As stated in the 2008 EIS/EIR, mitigation MM NOI-2 “would include the installation of noise walls at the project site or residential property lines, if feasible, and/or soundproofing of impacted noise-sensitive structures.” Because we have found that noise barriers would not be effective, and thereby not feasible, a consideration of noise insulation measures for affected residential structures is warranted.

Residential sound insulation can reduce interior noise from exterior sources, such as port operations, train movements, and traffic noise, and has proven very effective at mitigating adverse impacts. Most people will experience noise reductions in their homes to levels they find acceptable when insulated through proper renovation and construction techniques.

Outdoor sound travels directly into the interior of homes through walls, roofs, doors, windows, and openings such as vents, chimneys, and leaks. The most important, or controlling, sound paths must be addressed to achieve a significant noise reduction. Different types of homes may require different levels of sound insulation to achieve interior noise level goals. For example, the more windows and doors in a house and the larger the openings, the more noise will enter.

The principal features that differentiate homes for sound insulation purposes are the size and number of windows and exterior doors, exterior wall material (brick, concrete block, stucco, etc.), the type of roof (flat roof, attic, etc.), and the type of foundation (basement, crawl space, slab).

Typical sound insulation modifications include:

- Windows – Windows generally allow more noise intrusion than walls. Replacing them is often the single most important modification that can be made to a home.
- Doors – Doors are comparable to windows in the amount of sound they allow to enter a home. Solid-core or heavy doors protect better than hollow, light-weight doors. Many residential doors require modification or substitution to provide the necessary noise protection.
- Ventilation – Windows must be closed to achieve the benefits of sound insulation modifications. To replace the cooling and ventilating effects of open windows, alternative ventilation systems should be provided.
- Sealing of Gaps – Gaps around doors, windows, electrical outlets, etc. allow noise to infiltrate a home. Sealing the gaps can reduce such infiltration.
- Walls and Ceilings – In some homes with lightweight walls and ceilings, adding layers of gypsum board or other materials may meet the sound reduction goals.

Most standard building construction provides approximately 20-25 dB of noise level reduction (i.e., the sound level reduction in decibels between the outside and inside of a house) when all doors and windows are closed. Enhanced sound insulation techniques can achieve 30-40 dB of interior noise level reduction.

To be considered effective and feasible, any enhanced residential sound insulation should be able to achieve an interior sound level of 45 dBA CNEL in any habitable room with all doors and windows closed. This would require from 22 dBA to 29 dBA of reduction, depending on the residences considered in this assessment. Each property would require an in-person survey of interior spaces to determine if that residence would benefit from enhanced sound attenuation, or if the construction techniques already provides adequate reduction.

6.3 Rough Order-of-Magnitude Cost (ROM) for Residential Sound Insulation

On average, the cost to sound insulate an existing home to achieve 25-35 dB of noise level reduction can vary between \$15,000 and \$45,000 (Wyle Laboratories, 2005) depending on the condition and size

of the residential property and the existing features and construction techniques. The cost to sound insulate multi-family properties may be higher, depending on the number of units, windows, doors, HVAC equipment, and overall square footage.

Table 11. ROM Costs for Sound Insulation

Receptor Area	# Residences	Unit Cost to Sound Insulate a Residence or Apartment Unit	Rough Order of Magnitude (ROM) Cost
Knoll Hill	1 Single Family Residence	\$45,000/Residence	\$45,000
Palos Verdes St	7 Multi-Family Properties w/ 4 Apartments Each – 28 Apartments	\$25,000/Apartment	\$700,000 (28 units x \$25,000)
Amar St	9 Multi-Family Properties w/ 4 Apartments Each – 36 Apartments	\$25,000/Apartment	\$900,000 (36 units x \$25,000)
Estimated Total Cost			\$1,645,000

The number of residences identified in **Table 11** is an estimate and requires further investigation. Some units may not meet the criteria for enhanced sound insulation. For instance, if the existing construction techniques and materials already provides adequate interior noise reduction and interior sound levels are already less than 45 dBA CNEL, then additional insulation may not be warranted. Or, if the units are not directly facing the China Shipping Terminal, and the intervening structure reduces sound levels at the apartment, then sound insulation may not be warranted.

6.4 Preliminary Mail-In Survey to Determine Interest in Residential Sound Insulation Program

Before an in-person survey of facilities is performed, a mail-in survey for the identified affected receptors is recommended to understand the level of interest from homeowners/landlords, and to investigate the type of properties that may participate in the program. Such survey could have questions such as, but not limited to, the ones below:

- Do you own or rent/lease this property?
- If yes, please answer the following questions regarding your home
 - What year was your home constructed?
 - Are your windows single or double pane?
 - Are the walls and attic/roof of your home insulated?
 - Does your home have air conditioning?
- If you are the owner, would you be interested in exploring the potential for enhanced noise insulation?
- If you are interested in exploring improvements to your home insulation, would you be willing to allow surveyors into your home to identify potential enhancements?

7. CONCLUSIONS

- Off-site traffic noise unrelated to the China Shipping Container Terminal was found to be the dominant noise source at both the Knoll Hill and Amar/Palos Verdes receptors when modeling peak year operations in 2045.
- Noise barriers were found to be effective at reducing noise from on-site sources but not off-site traffic. Because off-site traffic noise dominates the modeled sound levels at all receptor locations, noise barriers are expected to be relatively ineffective when considering the total noise environment, and residents would not experience a readily noticeable improvement.
- Under the Caltrans standard for assessing the reasonableness of noise barriers according to their effectiveness (Caltrans, 2020), the study concludes that the potential noise barriers considered in the analysis do not achieve the minimum reduction of 7 dBA to be considered feasible mitigation for China Shipping Container Terminal operational noise impacts.
- In lieu of constructing noise barriers for Knoll Hill, the residences along Amar Street, and the residences along Palos Verdes Street, the 2008 China Shipping EIR and mitigation measure NOI-2 requires consideration of residential sound proofing (i.e., noise insulation) measures.

8. REFERENCES

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2013. Technical Noise Supplement to the Traffic Noise Analysis Protocol. September 2013.

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City of Los Angeles. 2006. L.A. CEQA Thresholds Guide. Your Resource for Preparing CEQA Analyses in Los Angeles.

City of Los Angeles Municipal Code. Chapter XI Noise Regulation.

LAHD & USACE (Los Angeles Harbor Department and U.S. Army Corps of Engineers). 2008. Recirculated Draft EIS/ EIR for the Port of Los Angeles Berths 97-109 China Shipping Container Terminal Project.

Wyle Laboratories. 2005. Guidelines for Sound Insulation of Residences Exposed to Aircraft Operations. Prepared for Department of the Navy, Naval Facilities Engineering Command.

APPENDIX A - TRAFFIC DATA

Table A-1. Noise Model Input: 2045 Off-Site Traffic Volumes– All Traffic

Road Segment	Total Volumes			Average Hourly Traffic Volume		
	AM Peak Hour	PM Peak Hour	Daily Total (Calculated)	Day	Evening	Night
N FRONT ST - e/o John S. Gibson	179	444	4,830	312	201	54
N FRONT ST - n/o I-110 NB on-ramps	2,033	3,418	37,152	2,399	1,548	413
N HARBOR BLVD - North of I-110 Harbor/Swinford Ramps	2,033	3,418	37,152	2,399	1,548	413
N HARBOR BLVD - at I-110 SB/EB ramps at Harbor/Swinford	2,757	4,189	45,536	2,941	1,897	506
N HARBOR BLVD - s/o I-110 Harbor/Swinford Ramps	2,842	4,877	53,014	3,424	2,209	589
SR 47 EB East of Harbor Blvd	3,507	2,696	31,349	1,965	1,160	477
SR 47 EB West of Harbor Blvd	3,568	2,852	33,163	2,078	1,227	505
SR 47 EB between Harbor Blvd Ramps	2,427	1,864	21,674	1,358	802	330
SR 47 EB Off-Ramp to Harbor Blvd	1,141	988	11,488	720	425	175
SR 47 EB On-Ramp from Harbor Blvd	1,080	832	9,674	606	358	147
SR 47 WB East of Harbor Blvd	4,491	4,728	54,977	3,445	2,034	837
SR 47 Westbound between Harbor Blvd Ramps	3,600	3,461	40,244	2,522	1,489	613
SR 47 WB Off-Ramp to Harbor Blvd	891	1,267	14,733	923	545	224
SR 47 WB On-Ramp from Harbor Blvd	1,601	1,152	13,395	839	496	204

Table A-2. Noise Model Input: Off-Site Truck % – All Traffic

Road Segment	Truck %					
	AM Peak Hour	PM Peak Hour	Average	Day	Evening	Night
N FRONT ST - e/o John S. Gibson	--	--	4%	4%	4%	4%
N FRONT ST - n/o I-110 NB on-ramps	--	--	7%	7%	7%	7%
N HARBOR BLVD - North of I-110 Harbor/Swinford Ramps	--	--	7%	7%	7%	7%
N HARBOR BLVD - at I-110 SB/EB ramps at Harbor/Swinford	--	--	5%	5%	5%	5%
N HARBOR BLVD - s/o I-110 Harbor/Swinford Ramps	--	--	7%	7%	7%	7%
SR 47 EB East of Harbor Blvd	31%	12%	22%	22%	12%	12%
SR 47 EB West of Harbor Blvd	42%	13%	28%	28%	13%	13%
SR 47 EB between Harbor Blvd Ramps	42%	16%	29%	29%	16%	16%
SR 47 EB Off-Ramp to Harbor Blvd	42%	7%	25%	25%	7%	7%
SR 47 EB On-Ramp from Harbor Blvd	4%	3%	4%	4%	3%	3%
SR 47 WB East of Harbor Blvd	32%	8%	20%	20%	8%	8%
SR 47 Westbound between Harbor Blvd Ramps	33%	8%	21%	21%	8%	8%
SR 47 WB Off-Ramp to Harbor Blvd	28%	6%	17%	17%	6%	6%
SR 47 WB On-Ramp from Harbor Blvd	27%	7%	17%	17%	7%	7%

**MM TRANS-1: Avalon Boulevard and Harry
Bridges Boulevard**

2008 MMRP

2711

To		From
	BOARD OF HARBOR COMMISSIONERS	
XX	EXECUTIVE DIRECTOR	
VIA	DED - DEVELOPMENT	
	DED - FINANCE & ADMINISTRATION	
	DED - OPERATIONS	
	DED - BUSINESS DEVELOPMENT	
	DED - EXTERNAL RELATIONS	
	SR DIRECTOR, COMMUNICATIONS	
	SR DIRECTOR, GOVERNMENT AFFAIRS	
	ACCOUNTING	
	BUSINESS & TRADE DEVELOPMENT	
	CHIEF FINANCIAL OFFICER	
	CITY ATTORNEY	
	COMMISSION OFFICE	
	CONSTRUCTION	XX
	CONSTRUCTION & MAINTENANCE	
	CONTRACTS & PURCHASING	
	DEBT & TREASURY	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

January 24, 2013

LO# 13-307

To		From
	ENGINEERING	
	ENVIRONMENTAL MANAGEMENT	
	FINANCIAL MANAGEMENT	
	GOODS MOVEMENT	
	GOVERNMENT AFFAIRS	
	GRAPHIC SERVICES	
	HUMAN RESOURCES	
	INFORMATION TECHNOLOGY	
	MANAGEMENT AUDIT	
	MEDIA RELATIONS	
	PLANNING & ECONOMIC DEV.	
	PORT PILOTS	
	PORT POLICE	
	PUBLIC RELATIONS	
	REAL ESTATE	
	RISK MANAGEMENT	
	WHARFINGERS	

SUBJECT: CONTRACT COMPLETION
CONTRACTOR: SIALIC CONTRACTORS CORPORATION dba SHAWNAN
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268

SUMMARY:

On January 14, 2010, the Board of Harbor Commissioners awarded the Harry Bridges Boulevard Voluntary Improvements project to Sialic Contractors Corporation dba Shawnan (Shawnan) in the amount of \$17,715,360.00. This project improved a 1.2 mile segment of Harry Bridges Boulevard located along Harry Bridges Boulevard from Lakme Avenue to Figueroa Street, in the Wilmington community of the City of Los Angeles. This project is federally funded under the American Recovery and Reinvestment Act (ARRA) of 2009, through the State of California Department of Transportation (Caltrans).

The Notice to Proceed was issued on March 22, 2010. The contract was substantially complete on August 7, 2012. Authority for Adjustment (AFA) Nos. 1 through 44 decreased the contract amount by \$50,945.62 (0.288 percent) for a revised contract amount of \$17,664,414.38. There are no outstanding claims or unresolved issues remaining. The Award Board Report authorized the Executive Director to accept the construction contract upon its completion.

RECOMMENDATION:

It is recommended that the Executive Director:

1. Receive for information the Summary of Authority for Adjustment Nos. 1 through 44 showing a net decrease of \$50,945.62 to the contract amount; and
2. Formally accept the subject contract as complete.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

PAGE 2 OF 4

DISCUSSION:

Project Description – The project consisted of street improvements along Harry Bridges Boulevard from Lakme Avenue to Figueroa Street, including, but not limited to, site demolition and removals; grading; utility relocations; construction of concrete walks, concrete and asphalt paving, concrete curbs and gutters, driveways, traffic signals, fire hydrants, street lighting, storm drainage, signage, pavement markings, striping, landscaping, irrigation, a recycled water line, high voltage electrical duct bank system, and fiber optic infrastructure.

Harry Bridges Boulevard, which is part of the National Highway System, connects John S. Gibson Boulevard with Alameda Street, and is the main truck route from San Pedro and Wilmington to State Route 47. Although the project widened Harry Bridges Boulevard, the street remains a two-lane highway in each direction with the capacity to increase to three lanes in each direction to accommodate future traffic demand.

Previous Board Action - On January 14, 2010, the Board of Harbor Commissioners awarded the Harry Bridges Boulevard Voluntary Improvements contract to Shawnan with an award amount of \$17,715,360.00 plus a 5 percent contingency totaling \$18,601,128.00. The Award Board Report authorized the Executive Director to accept the project upon its completion.

Project Schedule – Shawnan commenced performance of the work on March 22, 2010. The original contract time was 630 calendar days from the Notice to Proceed. A time extension of 240 calendar days was issued due to rain delays, design changes resulting from unforeseen utility conflicts, contaminated soil remediation, and re-design of the sidewalk and drainage system in front of 412 W. Harry Bridges Boulevard due to grade discrepancy. The work was substantially completed on August 7, 2012.

Project Cost - The original contract amount was \$17,715,360.00. AFA Nos. 1 thru 44 decreased the contract amount by \$50,945.62 due to various contingency bid items dealing with unknown conditions not completely expended. The adjusted final contract amount is \$17,664,414.38, which is 0.288 percent lower than the award amount.

Supporting Materials - The Affidavit of Completion, dated December 11, 2012, was received from Shawnan on December 13, 2012.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

Contract Summary:

<u>Cost</u>	<u>Amount</u>	<u>% of Original Contract</u>
Original Contract	\$17,715,360.00	
Authorized AFAs	-\$ 50,495.62	-0.288%
Adjusted Contract Amount	\$17,664,414.38	99.712%

<u>Schedule</u>	<u>Time</u>
Notice to Proceed	March 22, 2010
Original Contract Time	630 Calendar Days
Actual Contract Time	870 Calendar Days
Original Contract Completion Date	December 11, 2011
Actual Substantial Completion Date	August 7, 2012
Liquidated Damages	None

Disadvantaged Business Enterprise (DBE) and Underutilized Disadvantage Business Enterprise (UDBE) Requirement:

	<u>DBE%</u>	<u>UDBE%</u>
POLA Imposed Participation Level	11.10%	7.50%
Contractor Proposed Participation Level	11.32%	11.32%
Final Participation Level	11.89%	11.89%

ENVIRONMENTAL ASSESSMENT:

The proposed action is a contractual/administrative activity associated with a project completion. As such, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) and 2(i) of the Los Angeles City CEQA guidelines.

FINANCIAL IMPACT:

The original contract amount decreased from \$17,715,360.00 to \$17,664,414.38, a difference of -\$50,495.62, or 0.288 percent lower than the original amount. Funds for this project were budgeted and paid under Account No. 54510 (Capital Construction Services), Work Order No. 23693, Center No. 1099, and Program Nos. 502. This item does not require additional funding.

CITY ATTORNEY:

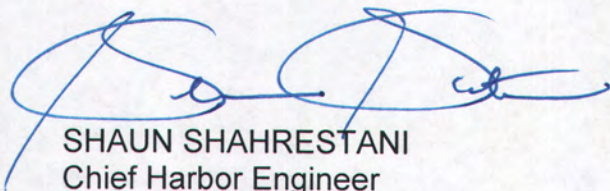
The Office of the City Attorney reviewed and approved Specification No. 2711 "As to Form" on August 4, 2009.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

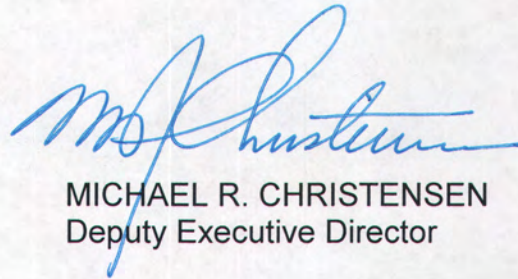
PAGE 4 OF 4

TRANSMITTALS:

1. Summary of Authorities for Adjustment
2. Affidavit of Completion
3. DBE and UDBE Calculation Sheet
4. Before/After Construction Photos

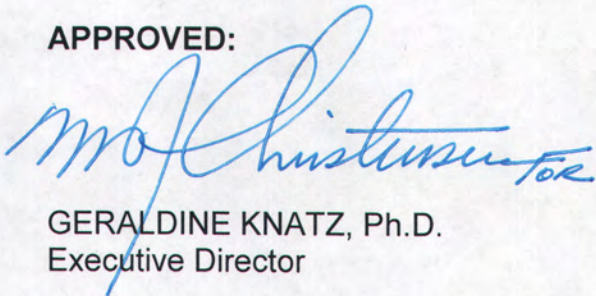


SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division



MICHAEL R. CHRISTENSEN
Deputy Executive Director

APPROVED:



GERALDINE KNATZ, Ph.D.
Executive Director

1/29/13

Date

LW:lh
2711 Contract Completion

PORT OF LOS ANGELES
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS PROJECT
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711

AFA / CO LOG

SORTED BY AFA / CO

AFA No.	CO No.	Change Condition	Date Authorized	Reason for change	Amount
1		Adjustment of Bid Item Nos. 64 and 67	12/10/2010	Scope Change	\$0.00
2		Adjustment of Bid Item Nos. 20, 22, and 24-28	2/1/2011	Design Change	\$111,000.00
3		Adjustment of Bid Item Nos. 64 and 74	2/17/2011	Scope Change	\$0.00
4		Adjustment of Bid Item Nos. 64 and 76	6/21/2011	Scope Change	\$0.00
5		Adjustment of Bid Item Nos. 63 and 64	8/4/2011	Scope Change	\$0.00
6		Adjustment of Bid Item Nos. 64 and 68	9/27/2011	Scope Change	\$0.00
7		Adjustment of Bid Item Nos. 4 and 13	10/26/2011	Design Change	\$10,100.00
8		Final Quantity Adjustment of Bid Item Nos. 7 and 71	11/30/2011	Scope Change	(\$150,000.00)
9		Adjustment of Bid Item Nos. 64 and 66	12/5/2011	Scope Change	\$0.00
10		Temporary Striping on AC Base Course	1/24/2012	Scope Change	\$39,400.00
11	21	Close Out CO No. 21 - Additional Maintenance of Landscaping n/o Harry Bridges Boulevard B/W Figueroa Street and Lagoon Avenue	3/12/2012	Scope Change	\$12,870.00
12		Adjustment of Bid Item Nos. 67 and 69	3/13/2012	Scope Change	\$0.00
13		Compensation For Stand by time of Leased Equipment	3/19/2012	Unforeseen Change	\$63,425.42
14		Final Quantity Adjustment of Bid Item Nos. 67, 68, 74, 75, 76, and 77	4/16/2012	Scope Change	(\$44,366.72)
15		Adjustment of Bid Item nos. 63, 70, and 72	4/19/2012	Scope Change	\$0.00
16	4	Close Out CO No. 4 - Final Quantity Adjustment of Bid Item Nos. 15, 16, and 17	4/24/2012	Unforeseen Change / Design Change	\$124,740.00
17	1	Close out CO No. 1 - Subsurface Investigation at DWP Vault Locations	4/25/2012	Unforeseen Change	\$29,962.16

AFA	CO				
No.	No.	Change Condition	Date Authorized	Reason for change	Amount
18	2	Close Out CO No. 2 - Construction of Temporary Chainlink Fence on the South Side of HBB B/W Avalon and Lakme	4/26/2012	Scope Change	\$5,865.05
19	14	Close Out CO No. 14 - Traffic Control and Pavement Reconstruction For Electrical Duct Bank System on John S. Gibson Blvd. and Figueroa Street	4/30/2012	Design Change	\$71,118.10
20	19	Close Out CO No. 19 - Modification of Newly Constructed Electrical Duct Bank at Three Locations	4/30/2012	Design Change	\$100,680.01
21	9	Close Out CO No. 9 - Cross Gutter at Lakme s/o HBB	5/23/2012	Scope Change	\$13,380.14
22		Final Quantity Adjustment of Bid Item Nos. 18-32, 41, and 43-51	5/7/2012	Scope Change	(\$121,520.00)
23		Final Quantity Adjustment for Bid Item No. 2	5/9/2012	Scope Change	\$50,485.47
24	8	Close Out CO No. 8 - Skills Center Alley Drainage	5/14/2012	Scope Change	\$41,341.39
25	15	Close Out CO No. 15 - 2" Recycled Water Service for Avalon Triangle	6/12/2012	Scope Change	\$17,065.85
26		Final Quantity Adjustment of Bid Item Nos. 3-6, 8-14, 58, 60, and 62	6/20/2012	Scope Change	(\$212,134.67)
27	20	Close Out CO No. 20 - Drainage Improvements	6/28/2012	Scope Change	\$50,865.13
28		Compensation for Asphalt Concrete Material Cost Increase	6/21/2012	Unforeseen Change	\$119,616.78
29		Final Quantity Adjustment of Bid Item Nos. 69 and 70	6/26/2012	Scope Change	(\$189,938.97)
30		Additional Concrete Crew Mobilizations	7/16/2012	Unforeseen Change	\$22,500.00
31	11	Close Out CO No. 11 - Revised MH 326 for Electrical Duct Bank System	7/17/2012	Design Change	\$25,141.73
32	3	Close Out CO No. 3 - Fill Placement on the South Side of HBB B/W Avalon Blvd. and Lakme Avenue	7/17/2012	Scope Change	\$17,023.06
33	23	Close Out CO No. 23 - Construction of Concrete Intersection Gutter at Island Ave. s/o HBB and Reconstruction of Catch Basin at Street Station 49+01.13	7/24/2012	Design Change	\$29,814.38
34	24	Close Out CO No. 24 - Maintenance of Field Offices Beyond Substantial Completion of Work	8/1/2012	Scope Change	\$18,738.00

AFA No.	CO No.	Change Condition	Date Authorized	Reason for change	Amount
35	17	Close Out CO No. 17 - Access to Marine Avenue s/o Harry Bridges Blvd	7/31/2012	Unforeseen Change	\$14,780.76
36	18	Close Out CO No. 18 - Recovery Center Alley Drainage	8/21/2012	Scope Change	\$39,519.73
37	13	Close Out CO No. 13 - Replacement of Damaged Traffic Signal on the SW Corner HBB and Broad	8/21/2012	Unforeseen Change	\$6,441.49
38	22	Close Out CO No. 22 - Construction of Additional 6" Thick Driveways	8/20/2012	Design Change	\$4,736.00
39	6	Close Out CO No. 6 -Construction of 6" Thick PCC Driveways	9/7/2012	Design Change	\$21,398.29
40	25	Close Out CO No. 25 - Concrete Barrier Wall	9/28/2012	Design Change	\$136,592.52
41	26	Close Out CO No. 26 - Street Improvemtns	9/28/2012	Design Change	\$75,231.46
42	5R	Close Out CO No. 5R - Additional Traffic Control	10/4/2012	Scope Change	\$11,445.54
43	27	Close Out CO No. 27 - Drainage Improvements	10/26/2012	Design Change	\$130,650.89
44		Final Quantity Adjustment	11/15/2012	Scope Change	(\$748,914.61)
Total Change					(\$50,945.62)

Award Amount:

\$17,715,360.00

Changes Due to:

Unforeseen Conditions

Amount

% of Award Amount

\$319,096.61

1.801%

Design Changes

\$778,833.38

4.396%

Scope

-\$1,148,875.61

-6.485%

Total Change

-\$50,945.62

-0.288%

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2711
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Shawn Smith, the President of Shawnan,
(Affiant) (Title) (Contractor)

Stalco Contractors Corp, DISA

a corporation, being first duly sworn, deposes and says:

Affiant is the President of Shawnan
(Title) (Contractor)

Stalco Contractors Corp

and makes the following statements for and on behalf of Shawnan, a
corporation. (Contractor)

Stalco Contractors Corp DISA

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL
CONDITIONS Section of Specification No. 2711, which Specification is a part of Contract
No. 2268, by and between the City of Los Angeles and Stalco Contractors
Corp DISA Shawnan to the best of my knowledge
(Contractor)

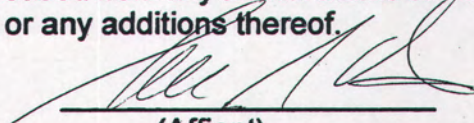
and belief, the Work specified in said Specification and said Contract has been completed
in strict accordance with the Drawings and Specifications therefore, that no lawful debts for
labor or materials are outstanding, and that no federal excise tax has been included in the
contract price;

That all requests for funds under Items of the Contract, including Changes in the Work,
and under all billings of whatsoever nature are accurate, complete and final and that no
additional compensation over and above the final payment now pending will be requested
or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for Salac Contractors Corp DBA Shawrow,
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.



(Affiant)

Shawn A. Smith, ~~President~~

Subscribed and sworn to before me
this 11 day of DECEMBER, 2012.

Notary Public in and for said County of
Los Angeles, State of California

Form 308-E
11/12/73

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

DEC 11 2012

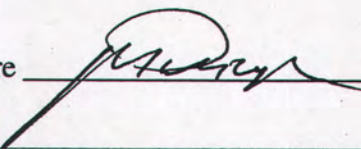
On _____ before me, N. Duron, Notary Public, personally appeared

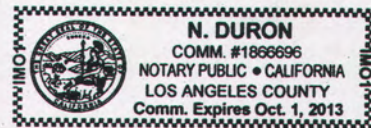
Shawn A Smith, President

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT	CAPACITY CLAIMED BY SIGNER
_____ (Title or description of attached document)	<input type="checkbox"/> Individual (s)
_____ (Title or description of attached document continued)	<input type="checkbox"/> Corporate Officer
NUMBER OF PAGES ____ DOCUMENT DATE ____	_____ (Title)
_____ (Additional Information)	<input type="checkbox"/> Partner (s)
	<input type="checkbox"/> Attorney-in-fact
	<input type="checkbox"/> Trustee (s)
	<input type="checkbox"/> Other _____

JAN 17 2013

CONSTRUCTION 13-18
DIVISION

MONTHLY SUBCONTRACTOR MONITORING REPORT (for construction contracts)

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of Nov 2012 covered by the referenced contract number.

Contract No. 2268 Spec. No. 2711 Division Construction Contractor Administrator Lailani Walsh
 Contractor Sialic Contractors Corp Group* SBE Contract Title/Project Harry Bridges Blvd. Voluntary Imp.
 Original Contract Amount \$ 17,745,360.00 Contract Start Date 3/22/2010 Contract End Date 12/11/2011
 Total Earned Value to Date \$ 17,664,414.38

Original Proposed Subcontractor Percentages Required percentage (in parentheses) SBE N/A MBE N/A WBE N/A OBE N/A DBE 11.10%
 UDBE 7.50%

	Name of Subcontractor	Type of Work Performed	*Group SBE/MBE/WBE/OBE/DBE	PROPOSED		ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1	Innovative Construction Solutions	Hazardous Waste	SBE	\$ 1,500,000.00	8.47%	\$ 963,376.43	64.23%	5.45%
2	VT Electric	Signals and Lighting	UDBE	\$ 2,005,000.00	11.32%	\$ 2,101,100.62	104.79%	11.89%
3	EW Harmon	Water	OBE	\$ 200,000.00	1.13%	\$ 311,636.17	155.82%	1.76%
4	Orange County Striping	Striping	OBE	\$ 25,000.00	0.14%	\$ 33,520.31	134.08%	0.19%
5	Gold Smith	Exploratory	OBE	\$ 0.00	0.00%	\$ 47,712.50	0.00%	0.27%
Subtotal (SBE):				\$ 3,730,000.00	21.06%	\$ 3,457,346.03	92.69%	19.57%
6	Quality First Concrete	PCC	OBE	\$ 600,000.00	3.39%	\$ 446,016.86	74.34%	2.52%
7	Bali Construction Inc.	Underground	MBE	\$ 1,880,000.00	10.61%	\$ 3,569,543.90	189.87%	20.21%
8	Team Fishel	Dry Utilities	WBE	\$ 2,000,000.00	11.29%	\$ 3,527,115.12	176.36%	19.97%
9	America West	Landscaping	OBE	\$ 500,000.00	2.82%	\$ 604,400.98	120.88%	3.42%
10	California Boring	Boring	OBE	\$ 0.00	0.00%	\$ 40,143.35	0.00%	0.23%
Subtotal (non-SBE):				\$ 4,980,000.00	28.11%	\$ 8,187,220.21	164.40%	46.35%

Directions:
 Original Proposed Percentage =
 Earned Value to Date Percentage =
 Total Earned Value Percentage =

*Group = SBE / MBE / WBE / OBE / DBE
 ** Project requires DBE/UDBE

Rev 2 / 18 / 10

2711
Subcontracting form

1/9/2013

P:\LULU\220-monthly subcontractors monitoring report

2711

CITY OF LOS ANGELES

RECEIVED
Scanned

JAN 17 2013

CONSTRUCTION DIVISION

HARBOR DEPARTMENT

ADA NOTICE

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814

JN

Section 00030
BIDDING DOCUMENTS
DISADVANTAGED BUSINESS ENTERPRISE
(Construction)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

(DBE), FIRST - TIER SUBCONTRACTORS
CEM-2402 (REV 2/2008)

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	ROUTE	COUNTY	L.A.	POST MILES	FEDERAL AND PROJECT NUMBER ESP-5006-(002)	ADMINISTERING AGENCY CITY OF LOS ANGELES	CONTACT COMPLETION DATE	ESTIMATED CONTRACT AMOUNT	CONTRACT PAYMENTS				DATE WORK COMPLETE	DATE OF FINAL PAYMENT
										NON-DBE	DBE	BA UDBE	APA UDBE		
							JN 12240 Woodruff Ave, Downey, CA 90241	8-7-12	17,715,360.00						
	Hazardous Waste						Innovative Construction	98337643							
	Signals and Lighting						VT Electric	3082834	2,101,100.62						
	Water						EW Harmon								
	Striping						Orange City Striping								
	Exploratory						Gold Smith								
	PCC						Quality First Concrete								
	Underground						Pali Construction								
	Dry Utilities						Team Fishel								
	Landscaping						America West								
	Boiling						California Boiling								
	ORIGINAL COMMITMENT						TOTAL		9,543,465.64						
									2,101,100.62						

\$2,005,000.00
UDBE

BA - Black American
APA - Asian Pacific Islander
NA - Native American
W - Woman

List all First Tier Subcontractors, Disadvantaged Business (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE
Sharon A. Smith
DATE 11/9/12

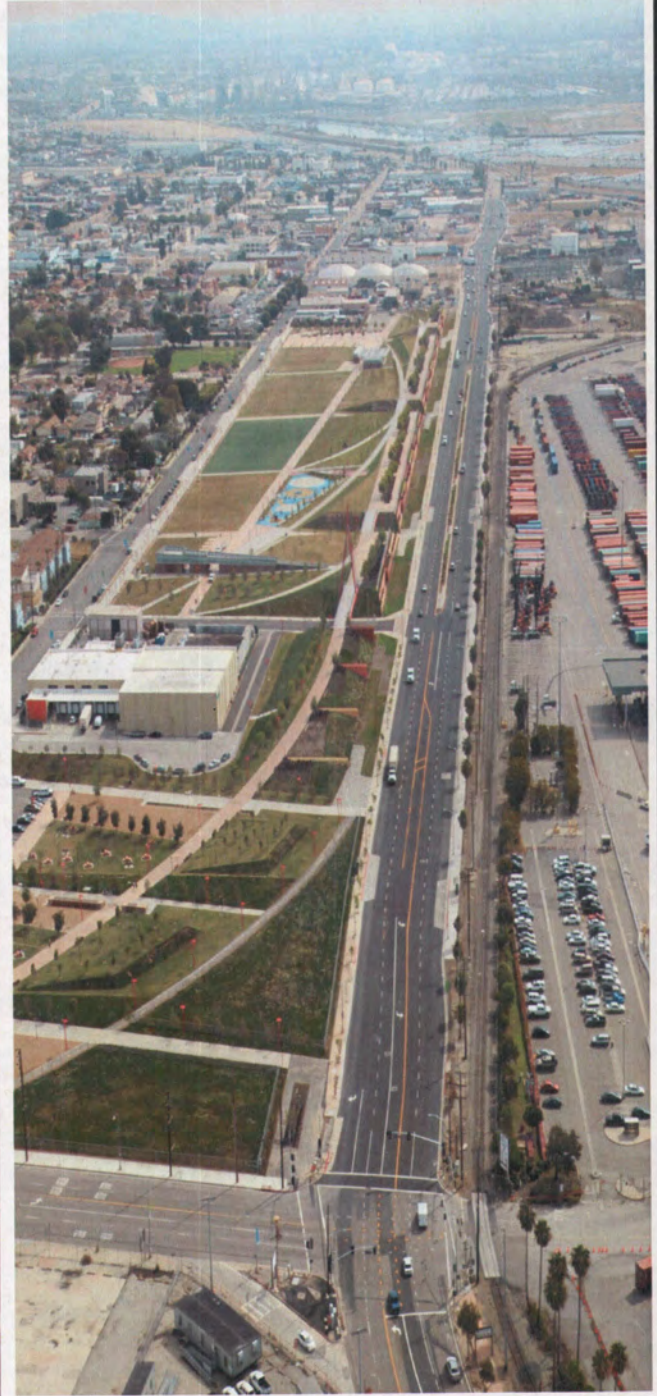
BUSINESS PHONE NUMBERS (562) 803-9977

RESIDENT ENGINEER'S SIGNATURE
Liliani Walsh
DATE 11/17/13

COPY DISTRIBUTION - Caltrans contracts
Original - District Construction
Copy - Contractor
Copy - Resident Engineer


COPY DISTRIBUTION - Local Agency contracts
Original - District Local Assistance Engineer
Copy - District Local Assistance Engineer
Copy - Local Agency file

2711
DBE/UDBE



BEFORE

AFTER

SCALE	RECOMMENDED FOR APPROVAL	HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS FEDERAL AID PROJECT NO. ESPL-5006-(602)	
DRAWN:	CHIEF OF DESIGN	SITE PHOTOGRAPHS	
CHECKED:			
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER	APPROVED	 PORT OF LOS ANGELES CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151
		CHIEF HARBOR ENGINEER	



SCALE

RECOMMENDED FOR APPROVAL

**HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)**

DRAWN:

CHIEF OF DESIGN

CHECKED:

DESIGNED:

SITE PHOTOGRAPH

ENGR/ARCH

ASSISTANT HARBOR
CHIEF ENGINEER

APPROVED



PORT OF LOS ANGELES

CONSTRUCTION DIVISION P.O. BOX 151
SAN PEDRO, CA 90733-0151

SPEC. No. 2711

CHIEF HARBOR ENGINEER

2111 2

Recording Requested By:

CITY OF LOS ANGELES
RECEIVED

Specification No. 2711

Port of Los Angeles

When Recorded Mail To:

MAR 12 2013



Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

CONSTRUCTION
DIVISION
HARBOR DEPARTMENT

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

113-584

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

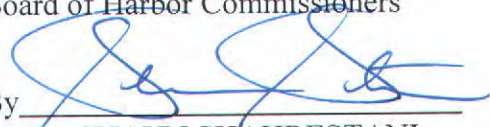
NOTICE OF COMPLETION

Notice is hereby given pursuant to Civil Code Section 3093 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, California 90731.
4. The nature of the interest of the owner is in fee.
5. A contract for the Harry Bridges Boulevard Voluntary Improvements project to make improvements on the property described below was accepted as complete on January 29, 2013. The work included: site demolition and removals, grading, utility relocations, and construction of concrete walks, concrete and asphalt paving, concrete curbs and gutters, driveways, traffic signals, fire hydrants, street lighting, storm drainage, signage, pavement markings, and striping, landscaping, irrigation, recycled water line, high voltage electrical duct bank system, and fiber optic infrastructure, pursuant to Specification No. 2711 – Contract No. 2268.
6. The name of the contractor for such work of improvement was: Sialic Contractors Corporation dba Shawnan.
7. The property on which said work of improvement was completed is in the Port of Los Angeles, County of Los Angeles, State of California. The project is located on Harry Bridges Boulevard between Lakme Avenue and Figueroa Street.

PORT OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

2/5, 2013

By 
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

3

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/5, 2013, at San Pedro, California.



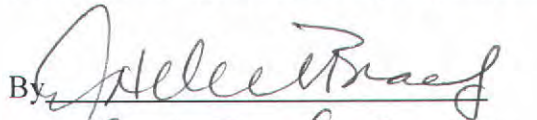
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN C. TRUTANICH, City Attorney

Feb. 14, 2013

By 
Estelle Braaf, Deputy

This page is part of your document - DO NOT DISCARD



20130293382



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/26/13 AT 03:55PM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
PAID :	0.00



LEADSHEET



201302260850170

00007301779



004676609

SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED



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

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Miscikowski
President

David Arian
Vice President

Robin M. Kramer

Douglas P. Krause

Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D.

Executive Director

February 20, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Teresa Baker
L. A. County Registrar-Recorder
County Clerk
12400 E. Imperial Highway
Norwalk, CA 90650

**SUBJECT: NOTICE OF COMPLETION – SIALIC CONTRACTORS CORPORATION
DBA SHAWNAN
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 – CONTRACT NO. 2268**

Please record the attached Notice of Completion for the subject project and return the completed copy to the office for our records. The property on which this work was completed is located in the Los Angeles County.

If you have any questions, please call Lanie Walsh at (310) 732-3225.

Sincerely,

SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

Attachment
LW:ec22789.doc

Recording Requested By:

Specification No. 2711

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

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PORT OF LOS ANGELES, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

By


SHAUN SHAHRESTANI

Chief Harbor Engineer – Construction

2/5

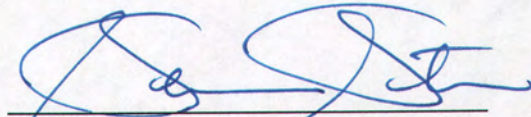
, 2013

VERIFICATION

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I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/5, 2013, at San Pedro, California.



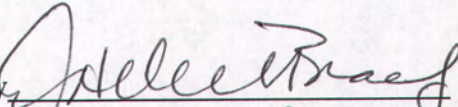
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN C. TRUTANICH, City Attorney

Feb. 14, 2013

By 
Estelle Braaf, Deputy

MM TRANS-2. Alameda and Anaheim Streets
2008 MMRP



I/S #: 1

PROJECT TITLE: Alameda/Anaheim Street
North-South Street: Alameda Street
Scenario: 2023

East-West Street:

Anaheim Street

Analyst:

Date: 7/10/2024

		AM PEAK HOUR			MD PEAK HOUR			PM PEAK HOUR		
No. of Phases				4			4			4
Opposed Ø'ing: N/S-1, E/W-2 or Both-3?				2			2			2
Right Turns: FREE-1, NRTOR-2 or OLA-3?		NB -- 3	SB -- 3	3	NB -- 3	SB -- 3	3	NB -- 3	SB -- 3	3
		EB -- 2	WB -- 0	0	EB -- 2	WB -- 0	0	EB -- 2	WB -- 0	0
ATSAC-1 or ATSAC+ATCS-2?				2			2			2
Override Capacity				0			0			0
MOVEMENT		Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume
NORTHBOUND	Left	80	1	80	10	1	10	35	1	35
	Left-Through		0			0			0	
	Through	65	2	33	105	2	53	210	2	105
	Through-Right		0			0			0	
	Right	325	1	163	455	1	350	770	1	641
	Left-Through-Right		0			0			0	
	Left-Right		0			0			0	
SOUTHBOUND	Left	15	1	15	15	1	15	80	1	80
	Left-Through		0			0			0	
	Through	120	2	60	90	2	45	115	2	58
	Through-Right		0			0			0	
	Right	125	1	55	135	1	55	165	1	85
	Left-Through-Right		0			0			0	
	Left-Right		0			0			0	
EASTBOUND	Left	70	1	70	80	1	80	80	1	80
	Left-Through		0			0			0	
	Through	430	1	228	440	1	233	705	1	368
	Through-Right		1			1			1	
	Right	25	0	25	25	0	25	30	0	30
	Left-Through-Right		0			0			0	
	Left-Right		0			0			0	
WESTBOUND	Left	295	2	162	190	2	105	235	2	129
	Left-Through		0			0			0	
	Through	550	1	280	455	1	238	575	1	300
	Through-Right		1			1			1	
	Right	10	0	10	20	0	20	25	0	25
	Left-Through-Right		0			0			0	
	Left-Right		0			0			0	
CRITICAL VOLUMES		North-South:		178	North-South:		365	North-South:		721
		East-West:		508	East-West:		471	East-West:		668
		SUM:		686	SUM:		836	SUM:		1389
VOLUME/CAPACITY (V/C) RATIO:				0.499			0.608			1.010
V/C LESS ATSAC/ATCS ADJUSTMENT:				0.399			0.508			0.910
LEVEL OF SERVICE (LOS):				A			A			E



Executive Director's
Report to the
Board of Harbor Commissioners

DATE: JANUARY 9, 2020

FROM: EXECUTIVE OFFICE

SUBJECT: RESOLUTION NO. _____ - TRANSFER OF FUNDS TO THE BUREAU OF ENGINEERING, DEPARTMENT OF PUBLIC WORKS, FOR THE ANAHEIM STREET WIDENING FROM FARRAGUT TO DOMINGUEZ CHANNEL PROJECT

SUMMARY:

Staff requests approval of an authorization to transfer \$5,000,000 to the Bureau of Engineering (BOE) for the purpose of widening Anaheim Street. This project will upgrade a 0.32-mile section of Anaheim Street from Farragut Avenue to the Dominguez Channel in compliance with Major Highway Standards, widen Anaheim Street from 78 to 84 feet, and increase lanes from four to six. This roadway segment is used by heavy duty trucks carrying port cargo and is designated on the City of Los Angeles Overweight Container Corridor route as well as a Designated Truck Route (DTR) in Port permits. The City of Los Angeles Harbor Department (Harbor Department) will be financially responsible for funding this \$5,000,000 transfer to the BOE, to reimburse BOE for the Harbor Department's share of project services rendered for the street widening project, pursuant to Los Angeles City Charter Section 656(b)(5).

RECOMMENDATION:

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

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Authorize the transfer of \$5,000,000 from the Misc. Other Non-Operating Expenses, Account 89090, Center No. 6000, Program No. 000 to the Department of Public Works, Bureau of Engineering Special Services Fund No. 682, Department No. 50 pursuant to Los Angeles City Charter Section 656(b)(5);
3. Authorize the Executive Director to execute and the Board Secretary to forward this action to the Mayor and City Council for necessary actions pursuant to Los Angeles City Charter Section 342; and
4. Adopt Resolution No. _____.

SUBJECT: TRANSFER OF FUNDS TO THE BUREAU OF ENGINEERING

DISCUSSION:

This project as shown in Transmittal 1 will upgrade a 0.32-mile section of Anaheim Street from Farragut Avenue to the Dominguez Channel in compliance with Major Highway Standards, widen Anaheim Street from 78 to 84 feet, and increase lanes from four to six.

Anaheim Street from Farragut to the Dominguez Channel is a segment of roadway used by heavy duty trucks carrying port cargo and designated on the City of Los Angeles Overweight Container Corridor and also as a Designated Truck Route (DTR) in Port of Los Angeles (Port) permits. The overweight container corridor was created to aid in the movement of overweight 40' or larger marine freight containers on designated City streets in and around the Port of Los Angeles. When traveling on City of Los Angeles highways (including the Port of Los Angeles) an Overweight Vehicle Special Permit must be obtained from the City of Los Angeles Public Works Division. Additionally, Port terminal permits require tenants to make their best efforts to notify truck drivers, truck brokers and trucking companies, that trucks serving their terminals must confine their route to the DTR.

ENVIRONMENTAL ASSESSMENT:

The Director of Environmental Management has determined that the proposed action is the authorization to transfer funds to the Bureau of Engineering for the purpose of widening Anaheim Street, which is an administrative activity. The Bureau of Engineering is the CEQA lead agency currently working on the environmental assessment associated with the Anaheim Street widening. Therefore, the Director of Environmental Management has determined that the proposed funding action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed action will authorize a transfer of \$5,000,000 from the Harbor Department to the Bureau of Engineering in order to fund the Harbor Department's share of project services for the widening of a 0.32-mile section of Anaheim Street from Farragut Avenue to the Dominguez Channel. Expenses related to this proposed transfer to the Bureau of Engineering will be incurred within Account 89090 (Misc. Other Non-Operating Expenses), Division 6000, Program 000.

SUBJECT: TRANSFER OF FUNDS TO THE BUREAU OF ENGINEERING

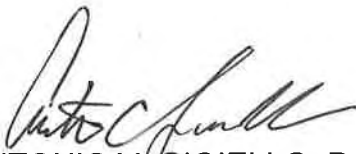
Although the proposed transfer to the Bureau of Engineering was not funded within the Fiscal Year (FY) 2019/20 Adopted Budget, staff has identified funding of \$5,000,000 within Account 89097 (State Pass-Through Non-Operating Expenses) which is not expected to be used prior to June 30, 2020. Therefore, in order to effectuate the proposed transfer to the Bureau of Engineering, staff will utilize \$5,000,000 of the anticipated surplus within Account 89097 to fund Account 89090 and subsequently transfer \$5,000,000 to the Bureau of Engineering Special Services Fund No. 682, Department No. 50 on a one-time basis prior to June 30, 2020. The FY 2019/20 Adopted Non-Operating Expense Budget of \$82,402,306 will not change as a result of the proposed action.

CITY ATTORNEY:

The Office of the City Attorney has reviewed this board report and it raises no legal issues.

TRANSMITTAL:

- 1. Anaheim Street Widening Project Location



ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director, Development

FIS Approval: *MB*
CA Approval: *JM*

APPROVED:



EUGENE D. SEROKA
Executive Director

AVG/ci
Author: A. Gioiello

ANAHEIM STREET WIDENING PROJECT LOCATION



PROJECT INFORMATION REPORT

City of Los Angeles

Bureau of Engineering

Department of Public Works

Anaheim Street Widening from Farragut Ave. to Dominguez Channel (M851)

Current Phase	Scope of Work
Design	This Project will upgrade 0.32-mile section of Anaheim Street from Farragut Avenue to Dominguez Channel to a Major Highway Standards, widening from 78 to 84 feet, increasing lanes from four to six.
Construction Information	
Expected Duration: from 7/4/2025 to 7/3/2026 Construction Cost: \$5,400,000 Contractor: No Contractor Selected	
Program Information	Project Status
Group: Bridges, Sidewalks and Streets Program: Street Improvement Project Mgr: Michael Haddadin PM Phone: (213) 485-4642 Lead Division: Street Improvement Division Work Order: E1908120 (Active)	
Council District(s)	Design is approximately 50% complete. We are acquiring 10' from Port of Long Beach to be able to standardize the width of lanes' and sidewalk widths.
15 - Tim McOsker	
Neighborhood Council(s)	Geographic Information
Wilmington NC	
Funding Source	Planning Area: Harbor Area Address: Anaheim Street from Farragut to Dominguez
Proposition C, Measure R	

Information Resources
Listed below are various resources available for finding more information related to projects.
City of Los Angeles Internet Home Page http://www.lacity.org/
Bureau of Engineering Internet Home Page http://eng.lacity.org/
BOE Mapping Application (Navigate LA) http://navigatela.lacity.org/
BOE Public Right of Way Reservation System http://navigatela.lacity.org/pwrsview/
Bureau of Engineering Project Information Reports http://eng2.lacity.org/iuprs/
Bureau of Engineering Projects Out to Bid http://boe.lacity.org/docs/dpw/bids/consbids.pdf



Ted Allen, PE
City Engineer

PROJECT INFORMATION REPORT

City of Los Angeles

Bureau of Engineering

Department of Public Works

Alameda St. Widening from Anaheim St. to PCH (North)

(M717)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #e1eef6;">Current Phase</th> </tr> <tr> <td>Design</td> </tr> <tr> <th style="background-color: #e1eef6;">Construction Information</th> </tr> <tr> <td>Expected Duration: from 1/18/2025 to 1/10/2028 Construction Cost: \$40,100,000 Contractor: No Contractor Selected</td> </tr> <tr> <th style="background-color: #e1eef6;">Program Information</th> </tr> <tr> <td>Group: Bridges, Sidewalks and Streets Program: Street Improvement Project Mgr: George Huang PM Phone: (213) 485-1159 Lead Division: Street Improvement Division Work Order: E1907706 (Active)</td> </tr> <tr> <th style="background-color: #e1eef6;">Council District(s)</th> </tr> <tr> <td>15 - Tim McOsker</td> </tr> <tr> <th style="background-color: #e1eef6;">Neighborhood Council(s)</th> </tr> <tr> <td>Wilmington NC</td> </tr> <tr> <th style="background-color: #e1eef6;">Funding Source</th> </tr> <tr> <td>General Fund, Proposition C, Other, Regional Surface Transportation Project, Measure R</td> </tr> </table>	Current Phase	Design	Construction Information	Expected Duration: from 1/18/2025 to 1/10/2028 Construction Cost: \$40,100,000 Contractor: No Contractor Selected	Program Information	Group: Bridges, Sidewalks and Streets Program: Street Improvement Project Mgr: George Huang PM Phone: (213) 485-1159 Lead Division: Street Improvement Division Work Order: E1907706 (Active)	Council District(s)	15 - Tim McOsker	Neighborhood Council(s)	Wilmington NC	Funding Source	General Fund, Proposition C, Other, Regional Surface Transportation Project, Measure R	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #e1eef6;">Scope of Work</th> </tr> <tr> <td>The project will upgrade a 0.68-mile section of Alameda Street from Anaheim Street to 300 feet south of Pacific Coast Highway to a modified Boulevard II (Major Highway Class II), increasing the number of lanes in each direction from two to three.</td> </tr> <tr> <th style="background-color: #e1eef6;">Project Status</th> </tr> <tr> <td>Design has reached the 30 percent completion milestone. The plans, specifications and estimates comments are being addressed for the next milestone submittal.</td> </tr> <tr> <th style="background-color: #e1eef6;">Geographic Information</th> </tr> <tr> <td>Planning Area: Harbor Area Address: Alameda St. from Anaheim St. to Pacific Coast Hwy</td> </tr> </table>	Scope of Work	The project will upgrade a 0.68-mile section of Alameda Street from Anaheim Street to 300 feet south of Pacific Coast Highway to a modified Boulevard II (Major Highway Class II), increasing the number of lanes in each direction from two to three.	Project Status	Design has reached the 30 percent completion milestone. The plans, specifications and estimates comments are being addressed for the next milestone submittal.	Geographic Information	Planning Area: Harbor Area Address: Alameda St. from Anaheim St. to Pacific Coast Hwy
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Ted Allen, PE
City Engineer

PROJECT INFORMATION REPORT

City of Los Angeles

Bureau of Engineering

Department of Public Works

Alameda St. Widening from Harry Bridges to Anaheim (South) (M750)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #e1eef6;">Current Phase</th> </tr> <tr> <td>Design</td> </tr> <tr> <th style="background-color: #e1eef6;">Construction Information</th> </tr> <tr> <td>Expected Duration: from 1/1/2025 to 1/1/2028 Construction Cost: \$42,000,000 Contractor: No Contractor Selected</td> </tr> <tr> <th style="background-color: #e1eef6;">Program Information</th> </tr> <tr> <td>Group: Bridges, Sidewalks and Streets Program: Street Improvement Project Mgr: George Huang PM Phone: (213) 485-1159 Lead Division: Street Improvement Division Work Order: E1907671 (Active)</td> </tr> <tr> <th style="background-color: #e1eef6;">Council District(s)</th> </tr> <tr> <td>15 - Tim McOsker</td> </tr> <tr> <th style="background-color: #e1eef6;">Neighborhood Council(s)</th> </tr> <tr> <td>Wilmington NC</td> </tr> <tr> <th style="background-color: #e1eef6;">Funding Source</th> </tr> <tr> <td>Harbor Department, Measure R</td> </tr> </table>	Current Phase	Design	Construction Information	Expected Duration: from 1/1/2025 to 1/1/2028 Construction Cost: \$42,000,000 Contractor: No Contractor Selected	Program Information	Group: Bridges, Sidewalks and Streets Program: Street Improvement Project Mgr: George Huang PM Phone: (213) 485-1159 Lead Division: Street Improvement Division Work Order: E1907671 (Active)	Council District(s)	15 - Tim McOsker	Neighborhood Council(s)	Wilmington NC	Funding Source	Harbor Department, Measure R	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #e1eef6;">Scope of Work</th> </tr> <tr> <td>The scope of work consists of widening Alameda Street by 17 feet from Harry Bridges Blvd to Anaheim Street and includes new curb & gutter, striping, storm drains, and catch basins. Additional right-of-way will be required.</td> </tr> <tr> <th style="background-color: #e1eef6;">Project Status</th> </tr> <tr> <td>This project is in the Design Phase.</td> </tr> <tr> <th style="background-color: #e1eef6;">Geographic Information</th> </tr> <tr> <td>Planning Area: Harbor Area Address: 425 S. Palos Verdes St., San Pedro, CA 90731</td> </tr> </table>	Scope of Work	The scope of work consists of widening Alameda Street by 17 feet from Harry Bridges Blvd to Anaheim Street and includes new curb & gutter, striping, storm drains, and catch basins. Additional right-of-way will be required.	Project Status	This project is in the Design Phase.	Geographic Information	Planning Area: Harbor Area Address: 425 S. Palos Verdes St., San Pedro, CA 90731
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Ted Allen, PE
City Engineer

**MM TRANS-3: John S. Gibson Boulevard
and I-110 N/B Ramps
2008 MMRP**

I/S #:
5

PROJECT TITLE:
North-South Street: John S Gibson
Scenario: 2024

East-West Street:

I-110NB ramps/WBCT gate1

Analyst:

Date: 6/17/2024

		AM PEAK HOUR			MD PEAK HOUR			PM PEAK HOUR		
		Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume
No. of Phases		4			4			4		
Opposed Ø'ing: N/S-1, E/W-2 or Both-3?		2			2			2		
Right Turns: FREE-1, NRTOR-2 or OLA-3?		NB -- 0	SB -- 0	0	NB -- 0	SB -- 0	0	NB -- 0	SB -- 0	0
		EB -- 0	WB -- 0	0	EB -- 0	NB -- 0	0	EB -- 0	WB -- 0	0
ATSAC-1 or ATSAC+ATCS-2?		2			2			2		
Override Capacity		0			0			0		
MOVEMENT		Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume	Volume	No. of Lanes	Lane Volume
NORTHBOUND	← Left	618	2	340	456	2	251	470	2	259
	← Left-Through		0			0			0	
	→ Through	379	1	193	274	1	146	389	1	208
	→ Through-Right		1			1			1	
	→ Right	8	0	8	17	0	17	26	0	26
	↔ Left-Through-Right		0			0			0	
↔ Left-Right		0			0			0		
SOUTHBOUND	← Left	96	1	96	110	1	110	131	1	131
	← Left-Through		0			0			0	
	→ Through	443	1	225	359	1	192	513	1	266
	→ Through-Right		1			1			1	
	→ Right	7	0	7	26	0	26	19	0	19
	↔ Left-Through-Right		0			0			0	
↔ Left-Right		0			0			0		
EASTBOUND	← Left	17	1	17	5	1	5	6	1	6
	← Left-Through		0			0			0	
	→ Through	6	0	49	11	0	36	14	0	73
	→ Through-Right		1			1			1	
	→ Right	43	0	0	27	0	0	59	0	0
	↔ Left-Through-Right		0			0			0	
↔ Left-Right		0			0			0		
WESTBOUND	← Left	15	1	14	12	1	12	46	1	46
	← Left-Through		0			0			0	
	→ Through	196	1	128	240	1	171	109	1	94
	→ Through-Right		1			1			1	
	→ Right	60	0	60	102	0	102	79	0	79
	↔ Left-Through-Right		0			0			0	
↔ Left-Right		0			0			0		
CRITICAL VOLUMES		<i>North-South:</i> 565			<i>North-South:</i> 443			<i>North-South:</i> 525		
		<i>East-West:</i> 177			<i>East-West:</i> 207			<i>East-West:</i> 167		
		SUM: 742			SUM: 650			SUM: 692		
VOLUME/CAPACITY (V/C) RATIO:		0.540			0.473			0.503		
V/C LESS ATSAC/ATCS ADJUSTMENT:		0.440			0.373			0.403		
LEVEL OF SERVICE (LOS):		A			A			A		

**MM TRANS-5: Broad Avenue and Harry Bridges
Boulevard**

2008 MMRP

2711

To		From
	BOARD OF HARBOR COMMISSIONERS	
XX	EXECUTIVE DIRECTOR	
VIA	DED - DEVELOPMENT	
	DED - FINANCE & ADMINISTRATION	
	DED - OPERATIONS	
	DED - BUSINESS DEVELOPMENT	
	DED - EXTERNAL RELATIONS	
	SR DIRECTOR, COMMUNICATIONS	
	SR DIRECTOR, GOVERNMENT AFFAIRS	
	ACCOUNTING	
	BUSINESS & TRADE DEVELOPMENT	
	CHIEF FINANCIAL OFFICER	
	CITY ATTORNEY	
	COMMISSION OFFICE	
	CONSTRUCTION	XX
	CONSTRUCTION & MAINTENANCE	
	CONTRACTS & PURCHASING	
	DEBT & TREASURY	

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

January 24, 2013

LO# 13-307

To		From
	ENGINEERING	
	ENVIRONMENTAL MANAGEMENT	
	FINANCIAL MANAGEMENT	
	GOODS MOVEMENT	
	GOVERNMENT AFFAIRS	
	GRAPHIC SERVICES	
	HUMAN RESOURCES	
	INFORMATION TECHNOLOGY	
	MANAGEMENT AUDIT	
	MEDIA RELATIONS	
	PLANNING & ECONOMIC DEV.	
	PORT PILOTS	
	PORT POLICE	
	PUBLIC RELATIONS	
	REAL ESTATE	
	RISK MANAGEMENT	
	WHARFINGERS	

SUBJECT: CONTRACT COMPLETION
CONTRACTOR: SIALIC CONTRACTORS CORPORATION dba SHAWNAN
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268

SUMMARY:

On January 14, 2010, the Board of Harbor Commissioners awarded the Harry Bridges Boulevard Voluntary Improvements project to Sialic Contractors Corporation dba Shawnan (Shawnan) in the amount of \$17,715,360.00. This project improved a 1.2 mile segment of Harry Bridges Boulevard located along Harry Bridges Boulevard from Lakme Avenue to Figueroa Street, in the Wilmington community of the City of Los Angeles. This project is federally funded under the American Recovery and Reinvestment Act (ARRA) of 2009, through the State of California Department of Transportation (Caltrans).

The Notice to Proceed was issued on March 22, 2010. The contract was substantially complete on August 7, 2012. Authority for Adjustment (AFA) Nos. 1 through 44 decreased the contract amount by \$50,945.62 (0.288 percent) for a revised contract amount of \$17,664,414.38. There are no outstanding claims or unresolved issues remaining. The Award Board Report authorized the Executive Director to accept the construction contract upon its completion.

RECOMMENDATION:

It is recommended that the Executive Director:

1. Receive for information the Summary of Authority for Adjustment Nos. 1 through 44 showing a net decrease of \$50,945.62 to the contract amount; and
2. Formally accept the subject contract as complete.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

PAGE 2 OF 4

DISCUSSION:

Project Description – The project consisted of street improvements along Harry Bridges Boulevard from Lakme Avenue to Figueroa Street, including, but not limited to, site demolition and removals; grading; utility relocations; construction of concrete walks, concrete and asphalt paving, concrete curbs and gutters, driveways, traffic signals, fire hydrants, street lighting, storm drainage, signage, pavement markings, striping, landscaping, irrigation, a recycled water line, high voltage electrical duct bank system, and fiber optic infrastructure.

Harry Bridges Boulevard, which is part of the National Highway System, connects John S. Gibson Boulevard with Alameda Street, and is the main truck route from San Pedro and Wilmington to State Route 47. Although the project widened Harry Bridges Boulevard, the street remains a two-lane highway in each direction with the capacity to increase to three lanes in each direction to accommodate future traffic demand.

Previous Board Action - On January 14, 2010, the Board of Harbor Commissioners awarded the Harry Bridges Boulevard Voluntary Improvements contract to Shawnan with an award amount of \$17,715,360.00 plus a 5 percent contingency totaling \$18,601,128.00. The Award Board Report authorized the Executive Director to accept the project upon its completion.

Project Schedule – Shawnan commenced performance of the work on March 22, 2010. The original contract time was 630 calendar days from the Notice to Proceed. A time extension of 240 calendar days was issued due to rain delays, design changes resulting from unforeseen utility conflicts, contaminated soil remediation, and re-design of the sidewalk and drainage system in front of 412 W. Harry Bridges Boulevard due to grade discrepancy. The work was substantially completed on August 7, 2012.

Project Cost - The original contract amount was \$17,715,360.00. AFA Nos. 1 thru 44 decreased the contract amount by \$50,945.62 due to various contingency bid items dealing with unknown conditions not completely expended. The adjusted final contract amount is \$17,664,414.38, which is 0.288 percent lower than the award amount.

Supporting Materials - The Affidavit of Completion, dated December 11, 2012, was received from Shawnan on December 13, 2012.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

Contract Summary:

<u>Cost</u>	<u>Amount</u>	<u>% of Original Contract</u>
Original Contract	\$17,715,360.00	
Authorized AFAs	-\$ 50,495.62	-0.288%
Adjusted Contract Amount	\$17,664,414.38	99.712%

<u>Schedule</u>	<u>Time</u>
Notice to Proceed	March 22, 2010
Original Contract Time	630 Calendar Days
Actual Contract Time	870 Calendar Days
Original Contract Completion Date	December 11, 2011
Actual Substantial Completion Date	August 7, 2012
Liquidated Damages	None

Disadvantaged Business Enterprise (DBE) and Underutilized Disadvantage Business Enterprise (UDBE) Requirement:

	<u>DBE%</u>	<u>UDBE%</u>
POLA Imposed Participation Level	11.10%	7.50%
Contractor Proposed Participation Level	11.32%	11.32%
Final Participation Level	11.89%	11.89%

ENVIRONMENTAL ASSESSMENT:

The proposed action is a contractual/administrative activity associated with a project completion. As such, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) and 2(i) of the Los Angeles City CEQA guidelines.

FINANCIAL IMPACT:

The original contract amount decreased from \$17,715,360.00 to \$17,664,414.38, a difference of -\$50,495.62, or 0.288 percent lower than the original amount. Funds for this project were budgeted and paid under Account No. 54510 (Capital Construction Services), Work Order No. 23693, Center No. 1099, and Program Nos. 502. This item does not require additional funding.

CITY ATTORNEY:

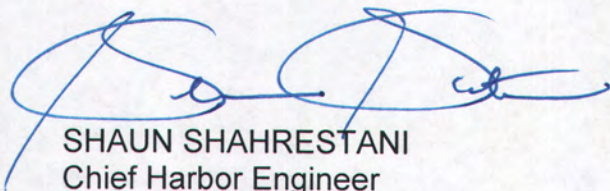
The Office of the City Attorney reviewed and approved Specification No. 2711 "As to Form" on August 4, 2009.

**SUBJECT: CONTRACT COMPLETION
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 - CONTRACT NO. 2268**

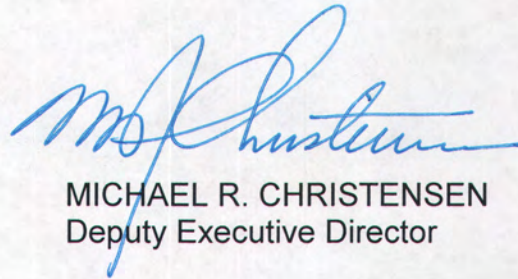
PAGE 4 OF 4

TRANSMITTALS:

1. Summary of Authorities for Adjustment
2. Affidavit of Completion
3. DBE and UDBE Calculation Sheet
4. Before/After Construction Photos

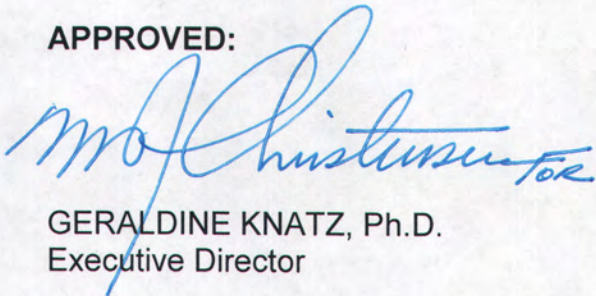


SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division



MICHAEL R. CHRISTENSEN
Deputy Executive Director

APPROVED:



GERALDINE KNATZ, Ph.D.
Executive Director

1/29/13

Date

LW:lh
2711 Contract Completion

PORT OF LOS ANGELES
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS PROJECT
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711

AFA / CO LOG

SORTED BY AFA / CO

AFA No.	CO No.	Change Condition	Date Authorized	Reason for change	Amount
1		Adjustment of Bid Item Nos. 64 and 67	12/10/2010	Scope Change	\$0.00
2		Adjustment of Bid Item Nos. 20, 22, and 24-28	2/1/2011	Design Change	\$111,000.00
3		Adjustment of Bid Item Nos. 64 and 74	2/17/2011	Scope Change	\$0.00
4		Adjustment of Bid Item Nos. 64 and 76	6/21/2011	Scope Change	\$0.00
5		Adjustment of Bid Item Nos. 63 and 64	8/4/2011	Scope Change	\$0.00
6		Adjustment of Bid Item Nos. 64 and 68	9/27/2011	Scope Change	\$0.00
7		Adjustment of Bid Item Nos. 4 and 13	10/26/2011	Design Change	\$10,100.00
8		Final Quantity Adjustment of Bid Item Nos. 7 and 71	11/30/2011	Scope Change	(\$150,000.00)
9		Adjustment of Bid Item Nos. 64 and 66	12/5/2011	Scope Change	\$0.00
10		Temporary Striping on AC Base Course	1/24/2012	Scope Change	\$39,400.00
11	21	Close Out CO No. 21 - Additional Maintenance of Landscaping n/o Harry Bridges Boulevard B/W Figueroa Street and Lagoon Avenue	3/12/2012	Scope Change	\$12,870.00
12		Adjustment of Bid Item Nos. 67 and 69	3/13/2012	Scope Change	\$0.00
13		Compensation For Stand by time of Leased Equipment	3/19/2012	Unforeseen Change	\$63,425.42
14		Final Quantity Adjustment of Bid Item Nos. 67, 68, 74, 75, 76, and 77	4/16/2012	Scope Change	(\$44,366.72)
15		Adjustment of Bid Item nos. 63, 70, and 72	4/19/2012	Scope Change	\$0.00
16	4	Close Out CO No. 4 - Final Quantity Adjustment of Bid Item Nos. 15, 16, and 17	4/24/2012	Unforeseen Change / Design Change	\$124,740.00
17	1	Close out CO No. 1 - Subsurface Investigation at DWP Vault Locations	4/25/2012	Unforeseen Change	\$29,962.16

AFA	CO				
No.	No.	Change Condition	Date Authorized	Reason for change	Amount
18	2	Close Out CO No. 2 - Construction of Temporary Chainlink Fence on the South Side of HBB B/W Avalon and Lakme	4/26/2012	Scope Change	\$5,865.05
19	14	Close Out CO No. 14 - Traffic Control and Pavement Reconstruction For Electrical Duct Bank System on John S. Gibson Blvd. and Figueroa Street	4/30/2012	Design Change	\$71,118.10
20	19	Close Out CO No. 19 - Modification of Newly Constructed Electrical Duct Bank at Three Locations	4/30/2012	Design Change	\$100,680.01
21	9	Close Out CO No. 9 - Cross Gutter at Lakme s/o HBB	5/23/2012	Scope Change	\$13,380.14
22		Final Quantity Adjustment of Bid Item Nos. 18-32, 41, and 43-51	5/7/2012	Scope Change	(\$121,520.00)
23		Final Quantity Adjustment for Bid Item No. 2	5/9/2012	Scope Change	\$50,485.47
24	8	Close Out CO No. 8 - Skills Center Alley Drainage	5/14/2012	Scope Change	\$41,341.39
25	15	Close Out CO No. 15 - 2" Recycled Water Service for Avalon Triangle	6/12/2012	Scope Change	\$17,065.85
26		Final Quantity Adjustment of Bid Item Nos. 3-6, 8-14, 58, 60, and 62	6/20/2012	Scope Change	(\$212,134.67)
27	20	Close Out CO No. 20 - Drainage Improvements	6/28/2012	Scope Change	\$50,865.13
28		Compensation for Asphalt Concrete Material Cost Increase	6/21/2012	Unforeseen Change	\$119,616.78
29		Final Quantity Adjustment of Bid Item Nos. 69 and 70	6/26/2012	Scope Change	(\$189,938.97)
30		Additional Concrete Crew Mobilizations	7/16/2012	Unforeseen Change	\$22,500.00
31	11	Close Out CO No. 11 - Revised MH 326 for Electrical Duct Bank System	7/17/2012	Design Change	\$25,141.73
32	3	Close Out CO No. 3 - Fill Placement on the South Side of HBB B/W Avalon Blvd. and Lakme Avenue	7/17/2012	Scope Change	\$17,023.06
33	23	Close Out CO No. 23 - Construction of Concrete Intersection Gutter at Island Ave. s/o HBB and Reconstruction of Catch Basin at Street Station 49+01.13	7/24/2012	Design Change	\$29,814.38
34	24	Close Out CO No. 24 - Maintenance of Field Offices Beyond Substantial Completion of Work	8/1/2012	Scope Change	\$18,738.00

AFA No.	CO No.	Change Condition	Date Authorized	Reason for change	Amount
35	17	Close Out CO No. 17 - Access to Marine Avenue s/o Harry Bridges Blvd	7/31/2012	Unforeseen Change	\$14,780.76
36	18	Close Out CO No. 18 - Recovery Center Alley Drainage	8/21/2012	Scope Change	\$39,519.73
37	13	Close Out CO No. 13 - Replacement of Damaged Traffic Signal on the SW Corner HBB and Broad	8/21/2012	Unforeseen Change	\$6,441.49
38	22	Close Out CO No. 22 - Construction of Additional 6" Thick Driveways	8/20/2012	Design Change	\$4,736.00
39	6	Close Out CO No. 6 -Construction of 6" Thick PCC Driveways	9/7/2012	Design Change	\$21,398.29
40	25	Close Out CO No. 25 - Concrete Barrier Wall	9/28/2012	Design Change	\$136,592.52
41	26	Close Out CO No. 26 - Street Improvemtns	9/28/2012	Design Change	\$75,231.46
42	5R	Close Out CO No. 5R - Additional Traffic Control	10/4/2012	Scope Change	\$11,445.54
43	27	Close Out CO No. 27 - Drainage Improvements	10/26/2012	Design Change	\$130,650.89
44		Final Quantity Adjustment	11/15/2012	Scope Change	(\$748,914.61)
Total Change					(\$50,945.62)

Award Amount:

\$17,715,360.00

Changes Due to:

Unforeseen Conditions
 Design Changes
 Scope
Total Change

Amount	% of Award Amount
\$319,096.61	1.801%
\$778,833.38	4.396%
-\$1,148,875.61	-6.485%
-\$50,945.62	-0.288%

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2711
CONTRACT NO. _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Shawn Smith, the President of Shawnan,
(Affiant) (Title) (Contractor)

Stalco Contractors Corp, DISA

a corporation, being first duly sworn, deposes and says:

Affiant is the President of Shawnan
(Title) (Contractor)

Stalco Contractors Corp

and makes the following statements for and on behalf of Shawnan, a
corporation. (Contractor)

Stalco Contractors Corp DISA

That, in accordance with the provisions under Subsection 01000.62 of the GENERAL CONDITIONS Section of Specification No. 2711, which Specification is a part of Contract No. 2268, by and between the City of Los Angeles and Stalco Contractors Corp DISA Shawnan to the best of my knowledge
(Contractor)

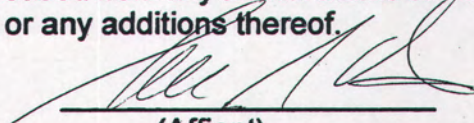
and belief, the Work specified in said Specification and said Contract has been completed in strict accordance with the Drawings and Specifications therefore, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in the contract price;

That all requests for funds under Items of the Contract, including Changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment now pending will be requested or is due under the Contract or under any adjustment issued thereunder;

Section 00078
AFFIDAVITS OF COMPLETION
(Construction)

That, in accordance with said Subsection 01000.62, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for Salac Contractors Corp DBA Shawrow,
(Contractor)

that the City, the Board thereof, the Executive Director, the Engineer and any and all authorized employees of the City will thereby be released from any and all claims or liability on account of work performed under the Contract or any additions thereof.



(Affiant)

Shawn A. Smith, ~~President~~

Subscribed and sworn to before me
this 11 day of DECEMBER, 2012.

Notary Public in and for said County of
Los Angeles, State of California

Form 308-E
11/12/73

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

DEC 11 2012

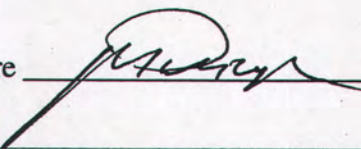
On _____ before me, N. Duron, Notary Public, personally appeared

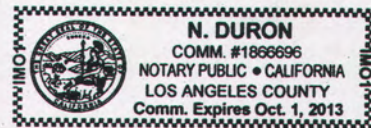
Shawn A Smith, President

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT	CAPACITY CLAIMED BY SIGNER
_____ (Title or description of attached document)	<input type="checkbox"/> Individual (s)
_____ (Title or description of attached document continued)	<input type="checkbox"/> Corporate Officer
NUMBER OF PAGES ____ DOCUMENT DATE ____	_____ (Title)
_____ (Additional Information)	<input type="checkbox"/> Partner (s)
	<input type="checkbox"/> Attorney-in-fact
	<input type="checkbox"/> Trustee (s)
	<input type="checkbox"/> Other _____

JAN 17 2013

CONSTRUCTION DIVISION
13-18

MONTHLY SUBCONTRACTOR MONITORING REPORT (for construction contracts)

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of Nov 2012 covered by the referenced contract number.

Contract No. 2268 Spec. No. 2711 Division Construction Contractor Administrator Lailani Walsh
 Contractor Sialic Contractors Corp Group* SBE Contract Title/Project Harry Bridges Blvd. Voluntary Imp.
 Original Contract Amount \$ 17,745,360.00 Contract Start Date 3/22/2010 Contract End Date 12/11/2011
 Total Earned Value to Date \$ 17,664,414.38

Original Proposed Subcontractor Percentages Required percentage (in parentheses) SBE N/A MBE N/A WBE N/A OBE N/A DBE 11.10%
 UDBE 7.50%

	Name of Subcontractor	Type of Work Performed	*Group SBE/MBE/WBE/OBE/DBE	PROPOSED		ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1	Innovative Construction Solutions	Hazardous Waste	SBE	\$ 1,500,000.00	8.47%	\$ 963,376.43	64.23%	5.45%
2	VT Electric	Signals and Lighting	UDBE	\$ 2,005,000.00	11.32%	\$ 2,101,100.62	104.79%	11.89%
3	EW Harmon	Water	OBE	\$ 200,000.00	1.13%	\$ 311,636.17	155.82%	1.76%
4	Orange County Striping	Striping	OBE	\$ 25,000.00	0.14%	\$ 33,520.31	134.08%	0.19%
5	Gold Smith	Exploratory	OBE	\$ 0.00	0.00%	\$ 47,712.50	0.00%	0.27%
Subtotal (SBE):				\$ 3,730,000.00	21.06%	\$ 3,457,346.03	92.69%	19.57%
6	Quality First Concrete	PCC	OBE	\$ 600,000.00	3.39%	\$ 446,016.86	74.34%	2.52%
7	Bali Construction Inc.	Underground	MBE	\$ 1,880,000.00	10.61%	\$ 3,569,543.90	189.87%	20.21%
8	Team Fishel	Dry Utilities	WBE	\$ 2,000,000.00	11.29%	\$ 3,527,115.12	176.36%	19.97%
9	America West	Landscaping	OBE	\$ 500,000.00	2.82%	\$ 604,400.98	120.88%	3.42%
10	California Boring	Boring	OBE	\$ 0.00	0.00%	\$ 40,143.35	0.00%	0.23%
Subtotal (non-SBE):				\$ 4,980,000.00	28.11%	\$ 8,187,220.21	164.40%	46.35%

Directions:
 Original Proposed Percentage = Original Proposed Amount / Original Contract Amount
 Earned Value to Date Percentage = Earned Value to Date / Original Proposed Amount
 Total Earned Value Percentage = Earned Value to Date / Total Earned Value to Date

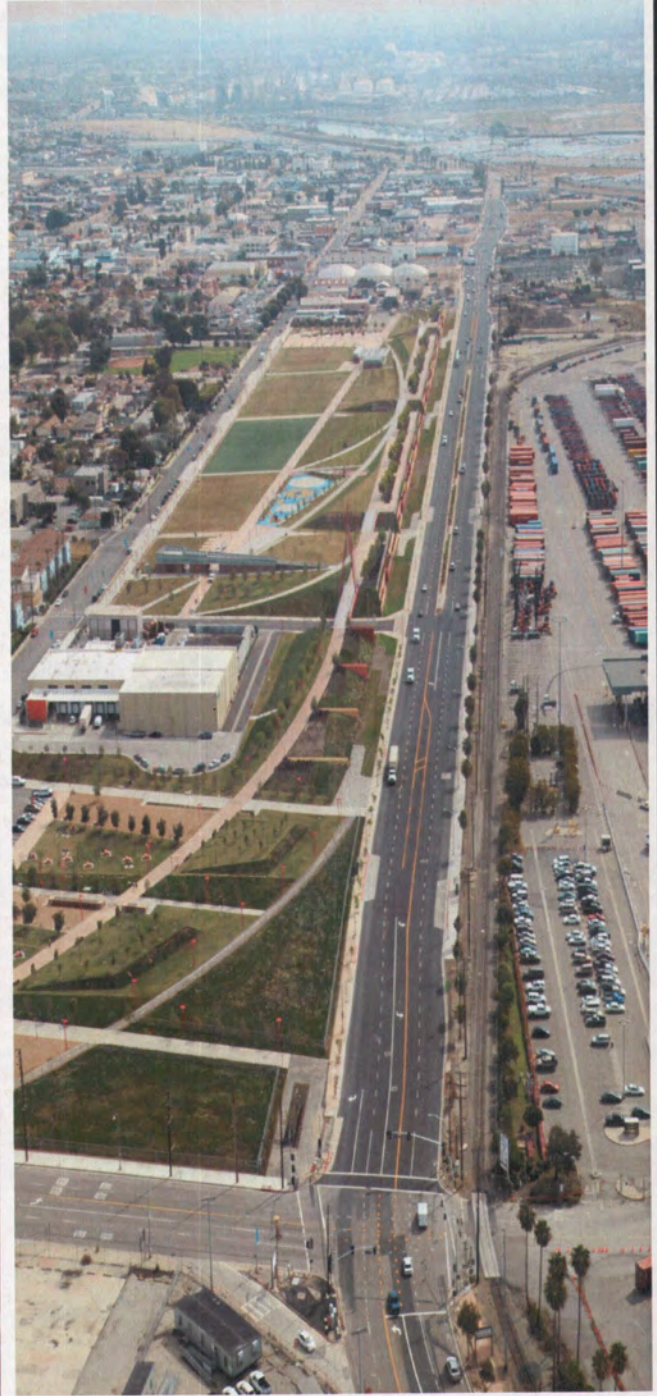
*Group = SBE / MBE / WBE / OBE / DBE
 ** Project requires DBE/UDBE

Rev 2 / 18 / 10


2711
Subcontracting form



BEFORE



AFTER

SCALE	RECOMMENDED FOR APPROVAL	HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS FEDERAL AID PROJECT NO. ESPL-5006-(602)	
DRAWN:	CHIEF OF DESIGN	SITE PHOTOGRAPHS	
CHECKED:			
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER	APPROVED	 PORT OF LOS ANGELES CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151
		CHIEF HARBOR ENGINEER	



SCALE

RECOMMENDED FOR APPROVAL

**HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)**

DRAWN:

CHIEF OF DESIGN

CHECKED:

DESIGNED:

SITE PHOTOGRAPH

ENGR/ARCH

ASSISTANT HARBOR
CHIEF ENGINEER

APPROVED



PORT OF LOS ANGELES

CONSTRUCTION DIVISION P.O. BOX 151
SAN PEDRO, CA 90733-0151

SPEC. No. 2711

CHIEF HARBOR ENGINEER

2111 2

Recording Requested By:

CITY OF LOS ANGELES
RECEIVED

Specification No. 2711

Port of Los Angeles

When Recorded Mail To:

MAR 12 2013

02/26/2013

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

CONSTRUCTION
DIVISION
HARBOR DEPARTMENT



Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

113-584

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

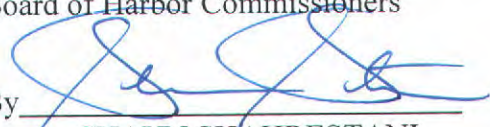
NOTICE OF COMPLETION

Notice is hereby given pursuant to Civil Code Section 3093 that:

1. The undersigned is the authorized representative of the owner of the interest in the property described below.
2. The full name of the owner is the City of Los Angeles, Harbor Department, acting by and through its Board of Harbor Commissioners.
3. The full address of the owner is 425 S. Palos Verdes St., San Pedro, California 90731.
4. The nature of the interest of the owner is in fee.
5. A contract for the Harry Bridges Boulevard Voluntary Improvements project to make improvements on the property described below was accepted as complete on January 29, 2013. The work included: site demolition and removals, grading, utility relocations, and construction of concrete walks, concrete and asphalt paving, concrete curbs and gutters, driveways, traffic signals, fire hydrants, street lighting, storm drainage, signage, pavement markings, and striping, landscaping, irrigation, recycled water line, high voltage electrical duct bank system, and fiber optic infrastructure, pursuant to Specification No. 2711 – Contract No. 2268.
6. The name of the contractor for such work of improvement was: Sialic Contractors Corporation dba Shawnan.
7. The property on which said work of improvement was completed is in the Port of Los Angeles, County of Los Angeles, State of California. The project is located on Harry Bridges Boulevard between Lakme Avenue and Figueroa Street.

PORT OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

2/5, 2013

By 
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

3

VERIFICATION

I, the undersigned, say: I am the Chief Harbor Engineer – Construction of the Port of Los Angeles of declarant of the foregoing notice of completion; I have read the notice of completion and know the contents to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/5, 2013, at San Pedro, California.



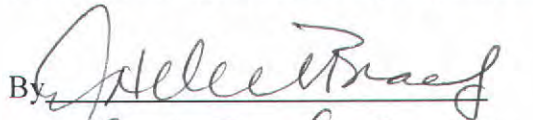
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

This notice is given at the request of and for the benefit of the Port of Los Angeles for public purposes, and is entitled to be recorded without fee pursuant to Sections 6103 and 27383 of the Government Code.

CARMEN C. TRUTANICH, City Attorney

Feb. 14, 2013

By 
Estelle Braaf, Deputy

This page is part of your document - DO NOT DISCARD



20130293382



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/26/13 AT 03:55PM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
PAID :	0.00



LEADSHEET



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00007301779



004676609

SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED



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

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Miscikowski
President

David Arian
Vice President

Robin M. Kramer

Douglas P. Krause

Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D.

Executive Director

February 20, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Teresa Baker
L. A. County Registrar-Recorder
County Clerk
12400 E. Imperial Highway
Norwalk, CA 90650

**SUBJECT: NOTICE OF COMPLETION – SIALIC CONTRACTORS CORPORATION
DBA SHAWNAN
HARRY BRIDGES BOULEVARD VOLUNTARY IMPROVEMENTS
FEDERAL AID PROJECT NO. ESPL-5006-(602)
SPECIFICATION NO. 2711 – CONTRACT NO. 2268**

Please record the attached Notice of Completion for the subject project and return the completed copy to the office for our records. The property on which this work was completed is located in the Los Angeles County.

If you have any questions, please call Lanie Walsh at (310) 732-3225.

Sincerely,

SHAUN SHAHRESTANI
Chief Harbor Engineer
Construction Division

Attachment
LW:ec22789.doc

Recording Requested By:

Specification No. 2711

Port of Los Angeles

When Recorded Mail To:

Port of Los Angeles
P. O. Box 151
San Pedro, CA 90731

Attn: Chief Harbor Engineer – Construction
Port of Los Angeles

EXEMPT FROM RECORDING FEE
(Gov't Code Sections 6103 & 27383)

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PORT OF LOS ANGELES, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

By


SHAUN SHAHRESTANI

Chief Harbor Engineer – Construction

2/5

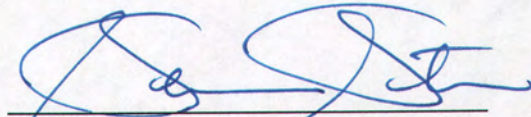
, 2013

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Executed on 2/5, 2013, at San Pedro, California.



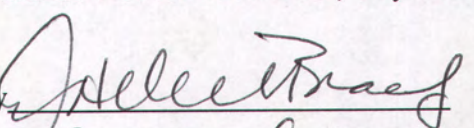
SHAUN SHAHRESTANI
Chief Harbor Engineer – Construction

EXEMPTION FROM RECORDING FEES

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CARMEN C. TRUTANICH, City Attorney

Feb. 14, 2013

By 
Estelle Braaf, Deputy