

Waterfront and Commercial Real Estate

Real Estate Title & Escrow Consultants

REQUEST FOR PROPOSALS



February 10, 2023

February 10, 2023

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR REAL ESTATE TITLE AND ESCROW CONSULTANTS

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to create a pool of qualified real estate title and escrow consultants from which the Harbor Department may select individual firms to provide services on an as-needed basis during the term of the agreement. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Friday, February 10, 2023
Questions Due	Friday, February 17, 2023 by 3pm
Response Posted	Thursday, February 23, 2023
Proposals Due	Friday, March 3, 2023 by 3pm

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

For questions regarding this RFP, please contact Susana Eldridge by email at Seldridge@portla.org. Questions must be submitted by Friday, February 17, 2023 by 3pm. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, on Thursday, February 23, 2023. It is the responsibility of all proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

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

Sincerely,

Susana Eldridge for

TRICIA J. CAREY

Director, Contracts and Purchasing Division

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ATTACHMENTS / EXHIBITS

Attachment 1 – 2021 ALTA/NSPS Land Title Survey Standards

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C – Proprietary Small Business Enterprise Application

Exhibit D - Business Tax Registration Certificate (BTRC) Number

Exhibit E - Equal Benefits Ordinance

Exhibit F - RFP Selection Evaluation Form

1. INTRODUCTION

1.1 Brief Overview of the Project

The Waterfront and Commercial Real Estate Division of the Los Angeles Harbor Department is soliciting proposals from qualified consultants to provide title and escrow consultant services. In order to minimize lead-time, the Harbor Department will establish a list of approved consultants who will perform the necessary work when engaged by the Harbor Department on an as-needed basis. It is the intent of the Harbor Department, through this RFP, to establish a list of approved qualified consultants for a period of three years and execute agreements with the approved consultants on an as-needed basis. The term of any resulting agreement(s) will be for a maximum of one year.

1.2 The Port of Los Angeles

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

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2021, the Port handled a total of 10.7 million TEUs, its busiest calendar year on record.

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

2. PROJECT DESCRIPTION

2.1 Project Scope of Work

The scope of work required on an as-needed basis, may include but is not limited to the tasks listed below:

- Updates title reports previously provided by other title companies to the Harbor Department;
- Issue new preliminary title reports when requested;

- Provide copies of all underlying documents for all preliminary title reports i.e. vesting deeds, parcel map/tract maps, FEMA flood zone designations, exception and exclusion documents;
- Issue condemnation litigation or continuation guarantees;
- Issue chain of title reports;
- Assist with development of legal descriptions;
- Assist in resolving marketable title issues i.e. record corrective instruments, etc.;
- Issue Pro Forma Title Policies;
- Issue either CLTA or ALTA extended-coverage owner's policies;
- Issue requested endorsements;
- Provide ALTA survey for ALTA type title policies;
- Provide aggregate title insurance policy via a Tie-In Endorsement and provide as necessary. Assist in determining liability amounts for policies of title insurance;
- Work with the Harbor Department in eliminating exceptions requested;
- Obtain partial releases, partial re-conveyances and subordination agreements from property owners or other parties having an interest in the property;
- Ensure that title reports and underlying documents will be available via website, SmartView offering password-protected access and retrieval to authorized parties. Website will be available during the term of this Agreement plus three months after the expiration of the Agreement;
- Provide escrow and the Harbor Department with an updated title report prior to close of escrow;
- Ensure that all conditions of agreements/escrow are met and satisfied before closing escrow;
- Escrow to provide General Provisions;
- Escrow will coordinate with all parties to a transaction (buyer, seller, legal counsel, etc.);
- Escrow will prepare where applicable conveyance documents, demand and release of lien/encumbrance documents;
- Follow proper escrow procedure in obtaining Tax Identification Number, Social Security Number or Federal Identification Number from grantor(s) and provide to the Harbor Department prior to close of escrow;
- Title will record documents relevant to a specific transaction i.e. grant deeds, certificates of acceptance, memoranda of agreements and other related documents with the appropriate County Recorder's office;
- Provide conformed copies to the appropriate parties of the recorded documents;
- Escrow will disburse funds to the appropriate parties upon close of escrow in a timely manner via bank wire or check;
- Escrow will prepare closing settlement statements reflecting all debits, credits, pro-rations and funds disbursed;
- Title and escrow staff will be available to meet with the Harbor Department or other parties as necessary; and
- Title and escrow will work with the Harbor Department in developing status reports as requested.

Consultant must be fully aware of the Harbor Department's real estate property leasing policies and strategies, thereby assisting the Harbor Department in optimizing its potential, while minimizing its financial costs and exposure. Consultant must also present

the Harbor Department with a post-analysis of performance for specific projects based on detailed requirements.

All surveys will be performed in accordance to the 2021 ALTA/NSPS Land Title Survey Standards and include the Optional Table "A" items attached hereto. The typical timeframe to produce the surveys is two weeks provided the field crews have necessary access to the subject properties. If requested, the surveys can be prepared to tie into the Harbor Department's GIS system or onsite base map.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

One (1) digital copy of your proposal in pdf must be submitted on or before 3:00 p.m. Pacific Standard Time on Friday, March 3, 2023, 2023 to:

Susana Eldridge@portla.org

Subject: Real Estate Title and Escrow Consultants

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

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

3.2 Evaluation Process and Selection Criteria

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

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

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

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

3.3 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

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

2. Firm Qualifications, Experience and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm's experience involving the size and level of complexity of the proposed project. Qualifications and experience for proposed subconsultants should also be included.

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

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

3. Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relationship to the services to be provided. Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.

4. Rates, Fees, and Budget Control

Provide pricing and cost information. Include hourly rates for all proposed team members. Discuss any budget control measures of your firm and proposed subconsultants.

5. Business Enterprise Programs and Contract Administrative Requirements

In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:

A) SMALL/VERY SMALL BUSINESS ENTERPRISE (EXHIBIT B)

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

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

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

B) INSURANCE VERIFICATION LETTER

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

C) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

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

specified by the City:

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

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

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

3.4 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm
- ☐ Table of Contents, if included (not required)
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Rates, Fees, and Budget Control
- ☐ Resumes for all proposed staff personnel provided in an appendix
- ☐ Small/Very Small Business Enterprise and Local Business Preference Program forms:
 - Affidavit of Company Status (**Prime**)
 - Consultant Description Form (**Prime and any subconsultants**)
- ☐ Letter from insurance carrier or broker indicating ability to meet indemnification
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

4.1 Affirmative Action

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

4.2 Small/Very Small Business Enterprise Program

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

NOTE: Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

4.3 Business Tax Registration Certificate

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

4.4 Indemnity and Insurance Requirements

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

1. Indemnification

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

4.5 Conflict of Interest

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

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

4.6 Compliance with Applicable Laws

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

4.7 Governing Law / Venue

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

4.8 Termination Provision

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

4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind,

except as may arise under valid patents.

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

4.10 Trademarks, Copyrights, and Patents

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

4.11 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

4.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to _____, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

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

thereof.

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

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

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

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

4.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under the Agreement. No payments will be made under the Agreement without a valid TIN.

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles

City Ordinance No. 185356, relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

4.17 Equal Benefits Policy

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

4.18 State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

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

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

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

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

MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2021)

1. **Purpose** - Members of the American Land Title Association® (ALTA®) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2021 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. **Request for Survey** - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request must specify that an **"ALTA/NSPS LAND TITLE SURVEY"** is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks; easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey. When required, the client shall secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. **Surveying Standards and Standards of Care**

- A. **Effective Date** - The 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2021. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM or ALTA/NSPS Land Title Surveys are superseded by these standards.
- B. **Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors must also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein

and any such jurisdictional requirements and standards of practice occur, the more stringent must apply.

- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the “prudent surveyor” in those locales.
- D. **Boundary** - The boundary lines and corners of any property or interest in real property being surveyed (hereafter, the “surveyed property” or “property to be surveyed”) as part of an ALTA/NSPS Land Title Survey must be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
 - i. “Relative Positional Precision” means the length of the semi-major axis, expressed in meters or feet, of the error ellipse representing the uncertainty in the position of the monument or witness marking any boundary corner of the surveyed property relative to the position of the monument or witness marking an immediately adjacent boundary corner of the surveyed property resulting from random errors in the measurements made in determining those positions at the 95 percent confidence level. Relative Positional Precision can be estimated by the results of a correctly weighted least squares adjustment of the survey. Alternatively, Relative Positional Precision can be estimated by the standard deviation of the distance between the monument or witness marking any boundary corner of the surveyed property and the monument or witness marking an immediately adjacent boundary corner of the surveyed property (called local accuracy) that can be computed using the full covariance matrix of the coordinate inverse between any given pair of points, understanding that Relative Positional Precision is based on the 95 percent confidence level, or approximately 2 standard deviations.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor’s opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e., inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor must (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.
 - v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two

corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded in which case the reason shall be noted pursuant to Section 6.B.x. below.

4. **Records Research** - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data that can be relied upon in the preparation of the survey. In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:
- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
 - B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
 - C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - ii. Any recorded easements benefitting the property to be surveyed; and
 - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
 - D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Except, however, if the documents outlined in this section are not provided to the surveyor or if non-public or quasi-public documents are otherwise required to complete the survey, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. **Fieldwork** - The survey must be performed on the ground (except as may be otherwise negotiated pursuant to Table A, Item 15 below). Except as related to the precision of the boundary, which is addressed in Section 3.E. above, features located during the fieldwork shall be located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported. The fieldwork shall include the following:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not

- be located.
- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
 - iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
 - v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
 - vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
 - vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).
- C. Lines of Possession and Improvements along the Boundaries**
- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
 - ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines observed in the process of conducting the fieldwork (see Section 5.E.iv. regarding utility poles). Trees, bushes, shrubs, and other vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession or occupation pursuant to Section 5.C.i.
 - iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.
- D. Buildings**
- The location of buildings on the surveyed property observed in the process of conducting the fieldwork.
- E. Easements and Servitudes**
- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.
 - ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they are on or across the surveyed property (e.g., roads, drives, sidewalks, paths and other ways of access, utility service lines, utility locate markings (including the source of the markings, with a note if unknown), water courses, ditches, drains, telephone lines, fiber optic lines, electric lines, water lines, sewer lines, oil pipelines, gas pipelines).
 - iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes, filler pipes, utility locate markings (including the source of the markings, with a note if unknown)).

- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. Examples of such evidence include pipeline markers, utility locate markings (including the source of the markings, with a note if unknown), manholes, valves, meters, transformers, pedestals, clean-outs, overhead lines, guy wires, and utility poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the extent of all encroaching utility pole crossmembers or overhangs.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of, the perimeter boundary of the surveyed property and observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. Field Locations. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record document number of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note must be provided stating (a) that the new description describes the same real estate as the record description or, (b) if it does not, how the new description differs from the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension must be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description must be horizontal ground dimensions unless otherwise noted.
- iv. The direction, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis

- of bearings and, where it differs from the record basis, the difference.
- v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property to its adjoiners (e.g., contiguity, gaps, overlaps) where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels must be identified. Where gaps or overlaps are identified, the surveyor must, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor must explain this information with notes on the face of the plat or map.
 - ix. The location of buildings on the surveyed property dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the surveyed property, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.
 - ii. A summary of all rights of way, easements, and other survey-related matters burdening the surveyed property and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary must include the record information of each such right of way, easement or other survey-related matter, a statement indicating whether it lies within or crosses the surveyed property, and a related note if:
 - (a) its location is shown;
 - (b) its location cannot be determined from the record document;
 - (c) there was no observed evidence at the time of the fieldwork;
 - (d) it is a blanket easement;
 - (e) it is not on, does not touch, and/or - based on the description contained in the record document – does not affect, the surveyed property;
 - (f) it limits access to an otherwise abutting right of way;
 - (g) the documents are illegible; or
 - (h) the surveyor has information indicating that it may have been released or otherwise

terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and other survey-related matters cross or touch.

- iii. A note if no physical access to an abutting street, highway, or other public or private way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property and the source of such information, (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents that the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data and, where available, tax parcel number, identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines that appear on recorded subdivision plats or that were disclosed in documents provided to, or obtained by, the surveyor.
- viii. If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence of a release of that easement, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised.

D. Presentation

- i. The plat or map must be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map must include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating “*No buildings observed.*”
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the surveyed property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 20(a), 20(b), 20(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption “ALTA/NSPS Land Title Survey.”
- iii. When recordation or filing of a plat or map is required by state statutes or local ordinances, such plat or map shall be produced in the required form.

7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey must bear only the following unaltered certification except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. If the surveyor is required to record or file a plat or map pursuant to state statute or local ordinance it shall be so recorded or filed.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
_____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. _____ (a) Exterior dimensions of all buildings at ground level.
_____ (b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.

Striping of clearly identifiable parking spaces on surface parking areas and lots.

10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. _____ As specified by the client, distance to the nearest intersecting street.
15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. _____ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
20. _____

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

*American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org*

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 30, 2020.

*National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>*

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

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

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

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

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies

due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

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

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

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

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

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

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

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

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

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

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

EXHIBIT B

(1)SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. The North American Industry Classification System (NAICS) Code for the scope of services is **541191**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$17 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

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

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

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

Only one box must be checked:

☐ LBE ☐ Non-LBE

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

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

Award Total: \$ _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____



EXHIBIT C PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?

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

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW)
- California Department of Transportation (CALTRANS)- Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women's Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women's Business Enterprise Council WEST (WBEC - West) - Women-Owned Small Business (WOSB)
- City of Los Angeles – Local Small Business (LSB)
- Los Angeles County – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)
CUCP Agencies include:
 - California Department of Transportation (CALTRANS)
 - Central Contra Costa Transit Authority (CCCTA)
 - L.A. County Metropolitan Transportation Authority (METRO)
 - San Francisco Bay Area Rapid Transit District (BART)
 - San Francisco Municipal Transportation Agency (SFMTA)
 - Santa Clara Valley Transportation Authority (VTA)
 - City of Fresno
 - City of Los Angeles
 - San Diego County Regional Airport Authority (SAN)
 - San Francisco International Airport (SFO)
 - San Mateo County Transit District (SAMTRANS)

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

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

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

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

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

Send completed application to:

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

For Assistance:

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

Where can I find more information?

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

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 02/17/22



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name: _____

BAVN ID#: _____

Bid/RFP Number: _____

Due Date: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

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



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS	TITLE	% OWNERSHIP	HOME ADDRESS (STREET, CITY, STATE, ZIP)

III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:

	YES	NO
1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?	<input type="checkbox"/>	<input type="checkbox"/>
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS?	<input type="checkbox"/>	<input type="checkbox"/>
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>

IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH "YES" RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)

1) OWNER/OFFICER NAME	2) OWNER/OFFICER NAME	3) OWNER/OFFICER NAME
BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
NATURE OF BUSINESS	NATURE OF BUSINESS	NATURE OF BUSINESS
NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM

IV. BUSINESS CLASSIFICATION

PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES:

USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM'S AREA(S) OF SPECIALTY.

THE PRIMARY NAICS REPRESENTS THE FIRM'S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES.

FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: [HTTP://WWW.NAICS.COM/SEARCH.HTM](http://www.naics.com/search.htm)

6 DIGIT NAICS CODE & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

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

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST

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

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

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

SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

PARTNERSHIP

- ☐ Partnership Agreement and Amendments

CORPORATION

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

LLC

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

JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

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

Exhibit D - Business Tax Registration Certificate (BTRC) Number

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

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

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

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

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

Exhibit E- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

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

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

EXHIBIT F

RFP SELECTION EVALUATION FORM

PROJECT: REAL ESTATE TITLE AND ESCROW CONSULTANT SERVICES

SCORING GUIDELINES:

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

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –D) must equal 20.

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

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