

Engineering Division

Engineering and Architectural Services for Port of Los Angeles and Port of Long Beach Goods Movement Training Facility

REQUEST FOR PROPOSALS



June 1, 2023

RAMP ID # 207871

June 1, 2023

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR ENGINEERING AND ARCHITECTURAL SERVICES FOR PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT TRAINING FACILITY

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide engineering and architectural services. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Thursday, June 1, 2023
Virtual Pre-Proposal Meeting	Thursday, June 15, 2023 at 10:30 a.m.
Written Questions Due	Thursday, June 29, 2023 by 3:00 p.m.
Responses to Questions Posted	On or before Thursday, July 20, 2023
Proposals Due	Thursday, August 3, 2023 by 3:00 p.m.

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 me by e-mail at fansley@portla.org. Questions must be submitted by 3:00 p.m. on June 29, 2023. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.RAMPLA.org, on or before July 20, 2023. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in 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,



FELICIA ANSLEY
Assistant Director, Contracts and Purchasing Division

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ATTACHMENTS / EXHIBITS

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Small/Very Small Business Enterprise Program and Local Business Preference 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

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

Exhibit H – Iran Contracting Act of 2010

Attachment 1 – 20 Acre Site Plan

Attachment 2 – Preliminary Geotechnical Feasibility Assessment

Attachment 3 – Project Cost Proposal

1. INTRODUCTION

1.1 Brief Overview of the Project

The Engineering Division is soliciting proposals from qualified consultants to provide engineering and architectural services to develop plans, specifications and estimates (“PS&E”) for the construction of a Port of Los Angeles and Port of Long Beach Goods Movement Training Facility (“Training Facility”), including engineering and architectural support services during bidding and construction.

The Port of Los Angeles and Port of Long Beach Goods Movement Training Facility will be the first training facility in the U.S. dedicated to the goods movement industry. The facility will replicate goods movement environments, such as marine cargo terminals while providing a safe training environment for workers. In addition, the facility will provide the region’s workforce with skills to succeed in careers that utilize new and cleaner human operated technologies.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement. Funding will be a cost share between multiple agencies (including the Port of Los Angeles and the Port of Long Beach), supplemented with State of California funding. The total Project budget is approximately \$150 million.

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

The Port of Los Angeles is a department of the City of Los Angeles, also known as the Los Angeles Harbor Department (“LAHD”), 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 of Los Angeles’ jurisdiction is limited to the Harbor District, which includes property in San Pedro, Wilmington, and Terminal Island.

2. PROJECT DESCRIPTION

CONCEPTUAL DESIGN

This Project will include conceptual design of a proposed Port of Los Angeles and Port of Long Beach Goods Movement Training Facility (“Training Facility”) at 1400 E. Anchorage Road, and adjacent to the Wilmington Marina, as shown in Attachment 1. The Training Facility will address the rapidly changing needs of the industry by attracting new workers, addressing skill shortages, and providing opportunities for workforce up-skilling and/or re-skilling to avoid future workforce shortages. In addition, the Training Facility will play an integral role in the efforts by both Ports to accelerate research, development, and deployment of zero emission human operated equipment. This will ensure that our workforce is not left behind in the transition to more advanced technologies. The conceptual design should include training facilities for operation of: ship-to-shore cranes, top handlers, side picks, and heavy lifts; and basic training for lashing stations, maintenance and repair. In addition, the design should include indoor facilities for classroom training and conference rooms, as well as parking.

The selected consultant (“Consultant”) shall develop a conceptual architectural and engineering vision and plan for full build-out of the project as described above. The proposed training facilities (outdoor and indoor) will need to be constructed within a 20-acre footprint. The layout and orientation of these facilities should be taken into consideration with respect to site conditions, functionality, sustainability and safety. Consultant shall coordinate with the Joint Development Team, which comprises of the Port of Los Angeles and the Port of Long Beach’s Project Managers, representatives from the California Workforce Development Board, Pacific Maritime Association (“PMA”) and the International Longshore Workforce Union (“ILWU”).

Consultant shall provide a minimum of three (3) concepts based on layout, orientation, access and site conditions identifying differences between the various concepts (e.g. challenges, cost and/or time impacts). Renderings of each concept shall be provided and should display all elements from the proposed training facility as described above. A minimum of three (3) iterations must be provided for comment and review by the Joint Development Team. Consultant shall attend and present at a minimum of three meetings with the Joint Development Team, including preliminary, concept, and final meeting for concept selection.

Consultant shall provide photorealistic rendering of preferred alternative to be used for future presentation(s) to various stakeholders (e.g. community, tenants, and funding agencies) as defined below in Task 2(F). In addition, Consultant shall provide support services as it pertains to the environmental assessment. Support services include, but are not limited to, coordination with the LAHD Environmental Management Division on data required for environmental analyses.

PHASE I – Earthwork Improvements

This phase of the project will include design and construction of earthwork improvements at the Anchorage Road site. The Anchorage Road site is approximately 30

acres and was previously used as a dredge disposal facility. The earthwork improvements will prepare 20 acres of this area for future buildout of the Training Facility. The design of earthwork improvements should incorporate soil characterization and geotechnical reports, for the selected conceptual design. The design should take into consideration compliance with current regulations including but not limited to building codes, seismic requirements, methane mitigation, sea level rise, proximity/navigation around the adjacent marina, and existing abandoned oil wells on the site. Earthwork design should incorporate geotechnical recommendations to strengthen the existing soil for future buildout and address methane mitigation system based on level of methane at the Training Facility site, as well as removal, disposal and or reuse of existing soil.

Consultant shall develop plans, specifications, schedule and estimate for earthwork improvements as described above, for the proposed full build-out of the Training Facility. The design items identified by LAHD for this task include, but are not limited to, the following: (1) grading design for the proposed Training Facility footprint, (2) identifying removal and re-use soil volume on site, and (3) design for soil improvements to accommodate the proposed Training Facility.

PHASE 2 – Training Facility Improvements

This phase of the project will include design and construction of a 20-acre Training Facility at the Anchorage Road site. The facility is expected to receive 250-300 workers. The design of the facility shall incorporate location, layout, and orientation of indoor and outdoor facilities from the conceptual design prepared in Phase 1. The design shall include all necessary utilities to support the Training Facility. Any facility larger than 7,500 square feet shall be minimum LEED Certified Gold.

Consultant shall develop plans, specifications, schedule and estimate for full build-out of the Training Facility as described above. The design items identified by the LAHD for this task include, but are not limited to, the following: (1) design of proposed training facilities, including necessary infrastructure, (2) design of maintenance and repair building, (3) design of administration building, (4) design of lighting and fencing, (5) design of infrastructure to support zero emission vehicles, (6) design and coordination of utility infrastructure to accommodate the Training Facility, (7) geotechnical engineering services, and (8) coordination to achieve LEED Gold Certification by Commissioning Agent (CxA) where required.

2.1 Project Scope of Work

The Scope of Work shall include, but is not limited to, project management, coordination, design, preparing drawings, specifications, engineering calculations, cost estimates, schedules, studies, and reports for:

- Architectural, methane, civil, electrical, mechanical, plumbing, and structural (geotechnical and methane gas investigation);
- Contract and record documents;
- Applying for and obtaining plan checks and permits;
- Computer Aided Design (“CAD”) drafting and Building Information Modeling (“BIM”) development;

- Grant and/or funding support;
- Engineering support during environmental assessment, bid and construction; and
- United States Green Building Council (“USGBC”) LEED and Equipment commissioning.

The contract between the Consultant and LAHD resulting from this RFP (“Agreement”) will include the language and tasks outlined in the following sections (Tasks 1-13).

TASK 1 - Project Management and Coordination

Consultant shall provide state-of-the-art project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: Project initiation, Project planning and scheduling, Project controls, Project execution, and Project administration and closing. Consultant shall manage issues, including, but not limited to, Project integration, Project scope development, Project management, cost management, quality assurance and control issues, human resource requirements, Project communications, and Project risk management.

Consultant shall initiate, plan, execute, direct, control, and administer the Project by effectively organizing, staffing, directing, integrating, and coordinating the required Project Tasks and Subtasks. These services shall be performed in a professional fashion as per current project management principles, guidelines, and standards promoted by recognized project management organizations and institutions. This task includes the following:

TASK 1.A – Project Management Plan, Suitability of Work and Consultant Cooperation

Consultant shall provide a detailed Project Management Plan (“PMP”) including information on coordination with appropriate agencies to ensure timely completion of the plans, specifications, and estimates (“PS&E”) packages. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice-To-Proceed (“NTP”).

Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design and PS&E (if such plans and specifications are within the scope of Consultant's work), and related corrections and changes which are best suited for the contemplated construction, and ensure all work is completed in accordance with this Agreement and with sound engineering principles and is signed and sealed by a licensed Professional Engineer and/or Architect, as appropriate. Consultant shall, upon request of the Chief Harbor Engineer of the LAHD's Engineering Division (“Engineer”), provide all calculations, data, charts, and other information of any type whatsoever which support its designs or other work performed pursuant to this Agreement. Consultant may not assert as a basis for refusing to provide such information that it is proprietary. Consultant shall satisfy Engineer that design decisions are based on objective evaluation of the requirements of the facility owner and user, meet site-specific conditions, comply with Project construction cost budget, and minimize long-term operation and maintenance costs. Consultant is aware and agrees that the LAHD has the right to submit the Consultant's work product to independent design reviewers. Consultant agrees to fully cooperate with such reviewers if the LAHD determines review is appropriate. Consultant's

obligation to cooperate shall include the obligation to respond in an objective, professional manner to requests for information, and, if expressly requested by Engineer, to enter into a dialogue with the reviewer regarding the comments of the reviewer on the work.

The Los Angeles Harbor Department's CAD Standards adopt Autodesk Applications such as AutoCAD, Civil 3D and Revit as the "Standard CAD Software". All submitted files must conform and comply with the latest version of the LAHD CAD Standards outlined in the Harbor Department's 2022 CAD Manual. When submitting files on electronic media, the AutoCAD, Civil 3D (.dwg) or Revit (.rvt) drawing file version should be included. Drawings and data should be transferrable and able to integrate with other applications, such as Geographic Information Systems (GIS) (such as ESRI ArcGIS), PDF reviews (such as Bluebeam REVU), cost estimating applications and specification development.

Specifications shall be prepared using SpecLink Cloud and submitted in Portable Document Format.

TASK 1.B - Quality Assurance/Quality Control Plan

In conjunction with the project management plan ("PMP"), the Consultant shall also prepare a quality assurance/quality control plan ("QA/QC Plan") for the Project, within 30 days of issuance of the first Notice to Proceed under this Agreement. The QA/QC Plan shall be prepared in accordance with minimum requirements of LAHD, recognized professional standards, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both Consultant and Subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. As part of the Consultant's QA/QC Plan, Consultant Senior Staff shall perform independent review of all documents for completeness, technical accuracy, and coordination and code compliance at the end of each work phase prior to submittal of deliverables to Engineer.

TASK 1.C - Prepare Project Schedule

Consultant shall develop a computerized critical path method schedule ("CPM Schedule") using Microsoft Project. This schedule shall be created and maintained in close coordination with the Engineer or Engineer's designee. The initial schedule shall be submitted 30 days after the issuance of the first Notice to Proceed under this Agreement. The schedule shall initially focus on design phase activities, including significant milestones (including 40%, 80% quality assurance and quality control, 80%, 100%, and 100% quality assurance and quality control design delivery and review periods), permits, utility coordination and related Tasks, to allow for effective planning, monitoring and reporting throughout the Project. The schedule shall at a minimum accommodate a 14-calendar day review period at the 80% quality assurance and quality control review period, and an additional 7 calendar days to meet and resolve issues. The schedule shall at a minimum accommodate a 28-calendar day review period at the 40%, 80% and 100% design review milestone, and an additional 21 calendar day period to meet and resolve any issues. The schedule shall at a minimum accommodate a 21-calendar day review period at the 100% quality assurance and quality control review period, and an additional 14 calendar days to meet and resolve issues. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the schedule

should coincide with the monthly Project Development Team (“PDT”) Meeting, where reporting shall take place.

TASK 1.D - Monthly Progress Status Reports and Schedule Updates

Consultant shall prepare monthly progress reports that include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall maintain the CPM Schedule. The schedule will be reviewed in close coordination with Engineer. Each month a schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item. The CPM Schedule shall also be updated each month to show progress.

TASK 1.E - Joint Development Team (“JDT”) Meetings

Consultant team shall attend periodic JDT meetings with Project stakeholders throughout the term of this Agreement. Consultant’s Project Manager shall attend each meeting. It is anticipated that various other members of the Project team, including Subconsultants, may be required to attend the meetings. Consultant shall prepare an agenda and distribute meeting minutes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting. Up to 12 JDT meetings are assumed for the duration of services, in addition to weekly design team meetings.

TASK 1.F - Subconsultant Administration

Consultant shall administer all Subconsultants on this Project. All Subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.

TASK 1.G - Meetings, Permits, and Utility Coordination

Consultant shall attend meetings, conferences, hearings and provide drawings, applications and exhibits necessary to obtain all required approvals, plan checks, permits, variances and utility services/modifications for the Project. Consultant shall determine regulatory agency approvals, plan checks, permits and variances necessary for Project's design and construction unless the Engineer otherwise directs in writing. Consultant shall prepare and deliver to Engineer, for review and comment, minutes of all meetings attended within three (3) working days after the meeting, whether or not City is represented at said meetings, if the subject of such meeting is material to design of Project or if Engineer requests such meeting minutes.

- i. For permits and permit related activities as described below, the Consultant shall be solely responsible for preparing applications, including providing all required data, support documents, and drawings; completing the application; submitting the permit application after review and approval by LAHD; monitoring the permit progress; and picking up and delivering the permit to the LAHD, including, but not limited to:
 - a. All permits and approvals that are under the jurisdiction of the City of

Los Angeles Department of Building and Safety (“LADBS”) including, but not limited to:

- Electrical
- Building
- Plumbing
- Structural
- Low Impact Development (SUSMP)

b. Provide all required data, support documents, and drawings for approval of this Project by the City of Los Angeles Fire Department.

c. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Water and Power (“LADWP”) including, but not limited to:

- Water
- Electrical

ii. The LAHD shall pay fees for all permits required for the Project.

iii. The Consultant shall contact permit or regulatory agency personnel only when directed by LAHD for the purpose of clarifying technical issues.

iv. The Consultant shall coordinate with LAHD prior to answering questions received from permit or regulatory agencies as required to obtain drawing and design approval.

v. When directed by LAHD, the Consultant shall pick up any documents prepared by the Consultant from permit agencies in order to make required corrections and return those documents to the permit agency, all in a timely manner.

vi. The Consultant shall prepare a schedule for processing permits required for this Project, including all milestones available for monitoring permit progress.

TASK 1 DELIVERABLES

- Detailed project management plan (PMP);
- Quality control/quality assurance (QC/QA) plan;
- Microsoft (MS) Project Critical Path Method (CPM) schedule;
- Monthly written progress reports, including CPM schedule updates;
- Meeting minutes (for all meetings), agendas and updated renderings (which are updated and tracked per meeting);
- Completed permit applications; and
- Schedule for the processing of permits required for the project.

TASK 2 - Conceptual Study and Report Phase

After issuance of the first written Notice to Proceed under this Agreement, Consultant shall perform Conceptual Study and Report for the Project. That work shall include, but not necessarily be limited to, the following:

- A. Visit the site and become familiar with the Project area.
- B. Review available survey, coordinate control information and record plans and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade), any active or abandoned oil wells/facilities and existing grades. Provide a list of additional surveys required, which will be performed by the LAHD's survey forces.
- C. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations.
- D. Planning
 - 1. Identify planning goals and objectives. Consultant shall identify and analyze issues affecting planning, design, permits/approvals, costs, and construction.
 - 2. Coordinate with all major users and regulatory agencies in the area with regard to their present operations, problems, use conflicts, land use efficiency and future plans.
- D. Coordinate work with adjacent facilities.
- E. Develop detailed project design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this work.
- F. Prepare Conceptual Design and Cost Estimates.

Consultant shall prepare:

- 1. Three (3) conceptual alternatives. Each alternative shall include plans, sections, relevant details, cost estimate and schedule.
- 2. Renderings of each concept, in Revit, including an aerial view of the campus, and views of the proposed training facilities (e.g. buildings, lashing station, ship-to-shore training).
- 3. Three (3) iterations of each alternative. Each iteration shall include plans, sections, relevant details, cost estimate and schedule.
- 4. Draft and final conceptual design report and documentation package presenting the results of the three (3) conceptual studies to clearly present the considerations involved and the alternative solutions available setting forth Consultant's findings and evaluations. Include a

summary of the cost, schedule, and a list of risks with pros and cons for each alternative. Provide a recommendation of preferred alternative that best achieves the project objective and design criteria.

5. Final conceptual design of the preferred alternative at the direction of the JDT. Include updated photorealistic renderings of the preferred alternative.

- G. Prepare PowerPoint, presentations, and exhibits (e.g. boards/easels of renderings).

TASK 2 – DELIVERABLES

- Site Parameters & Constraints and Building Programs Use Documentation;
- Preliminary Conceptual Study (Design Criteria Manual);
- Draft and Final Conceptual Study report;
- Architectural exhibits/photorealistic or 3D renderings;
- Preliminary architectural plans;
- Preliminary materials selection;
- Landscaping exhibit(s);
- Structural exhibit(s);
- Mechanical/electrical/plumbing (MEP) exhibit(s);
- Grading and surfacing exhibit(s);
- Utility and substructure exhibit(s);
- Active or abandoned oil wells/facilities exhibit(s);
- Construction phasing;
- All electronic files including calculations, model files, presentations, photographs, etc.;
- Preliminary Project construction cost estimates; and
- Preliminary Project design and construction schedules.

TASK 3 - Geotechnical Engineering Services

Task 3A) Phase 1 – Earthwork Improvements

Task 3B) Phase 2 – Training Facility Improvements

Consultant will investigate, sample and test the soil and subsurface conditions at the project site, and provide geotechnical recommendations for design of the project. The geotechnical work shall include, but not necessarily be limited to, the following:

- A. Review and Analysis of Existing Information:
 1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the Project area, including a preliminary geotechnical feasibility assessment, performed by Earth Mechanics Inc., dated December 20, 2022, which is available as Attachment 2.
 2. Review and represent the site geology on plan, section, and profiles.

Summarize soil parameters as presented in existing data.

3. Inspect site to determine existing site conditions.

B. Field Investigation:

1. Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests ("CPT") or other data acquisition and testing required for design of the Project.
2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.
3. Detailed planning of field investigation:
 - a. Identify, notify, coordinate with tenants, site occupants, utility owners, other stakeholders, agencies, departments, and other entities and, obtain approvals as required;
 - b. Arrange for and schedule drillers;
 - c. Make preparations for sample handling, transportation, and testing;
 - d. Locate test borings;
 - e. Locate utilities and other onsite interferences and mark location on the ground;
 - f. Obtain necessary permits; and
 - g. Schedule field staff.
4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements and as approved by Engineer. CPT data shall be obtained during borings.
5. Borings in uncontaminated areas shall be backfilled with soil cuttings, except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to, the following:
 - a. Index testing:
 - i. Moisture content/dry density;
 - ii. Specific gravity;
 - iii. Atterberg limits;
 - iv. Sand equivalent;
 - v. Sieve analysis; and
 - vi. Resistivity.
 - b. Consolidation tests with time plot.
 - c. Soil Strength tests:
 - i. Triaxial compression;
 - ii. Direct shear; and
 - iii. Standard penetration test.
 - d. R-value or CBR tests.
 - e. Compaction tests.
 - f. Chemical analysis:
 - i. pH;
 - ii. sulfates; and
 - iii. chlorides.

D. Prepare Soil Data Report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
2. Prepare and draft boring logs using GINT program.
3. Prepare site soil plan, profile, and cross sections.
4. Prepare data report.

E. Geotechnical Analysis:

The geotechnical analysis shall be based on both the currently available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:

1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria and considering the significance of the Palos Verdes Fault.
2. Foundation Analysis:
 - a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains and light poles considering local site conditions and recommended seismic requirements.
 - b. Perform analysis and provide recommendations for design and construction of pile-supported structures, including but not limited to buildings and ship-to-shore crane rail girders.
 - c. Prepare technical report.
3. Pavement Design:
 - a. Develop pavement section for pavement improvements based on adjoining property, and proposed operational usage of the site;
 - b. Provide R-values and CBRs of sub-grade for pavement design; and
 - c. Prepare technical report.
4. General Grading:
 - a. Provide analyses and recommendations for the following:
 - i. Trench excavation, backfill and shoring;
 - ii. Site grading, fill placement and compaction;
 - iii. Subgrade preparation for foundations and footings of structures;
 - iv. Bedding requirements for utilities and substructures;
 - v. Dewatering;
 - vi. Settlement and volume expansion; and
 - vii. Evaluation of liquefaction potential.
5. Corrosive Potential:
 - a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and Draft reports:

The findings, conclusions and recommendations shall be discussed with LAHD as they are developed. Upon completion of the work, Consultant shall submit five (5) copies of the draft report containing the findings, conclusions and recommendations together with the supporting field and laboratory data for review by LAHD. Consultant shall review and address LAHD's comments, and submit ten copies of the final report to LAHD.

G. Plans, Specifications, and Estimates Review:

Consult with designers during Preliminary and Final Designs as necessary to implement recommendations and review Project plans, specifications and estimates for conformance with geotechnical recommendations.

TASK 3A – DELIVERABLES

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports including methane levels; and
- Draft and final geotechnical reports.

TASK 3B – DELIVERABLES

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports including methane levels; and
- Draft and final geotechnical reports.

TASK 4 - Preliminary Design Phase (40% DESIGN)

- Task 4A) Phase 1 – Earthwork Improvements
Task 4B) Phase 2 – Training Facility Improvements

- A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by LAHD, and issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall perform the preliminary (40%) design.
- B. Consultant shall be responsible for all necessary permit plan check submittals and approvals as required by the LADBS and other applicable regulatory agencies with jurisdiction.
- C. Prepare a preliminary list of required permits and approvals, including estimated durations. Permits/approvals for this project include but are not necessarily limited to the following:
 - a. City of Los Angeles Department of Building and Safety;
 - b. United States Green Building Council;
 - c. City of Los Angeles Department of Public Works;
 - d. City of Los Angeles Fire Department;
 - e. Federal Railroad Administration;
 - f. California Geologic Energy Management Division (CalGEM); and
 - g. California Public Utilities Commission.

- D. Plans shall include typical elevations, sections, schedules and details and illustrate the architectural, civil, structural, electrical, mechanical, and other design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.
- E. The preliminary design submittal shall include, but not necessarily be limited to, the following:

Task 4A:

1. Site plan showing coordination and relationships with overall site development;
2. Construction phasing plan;
3. Removal plan;
4. Substructure plan;
5. Grading design;
6. Utility plan;
7. Oil well facility plan status (even if oil well work is by others);
8. Outline specifications for each discipline of work;
9. Updated project cost estimate and schedule; and
10. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

Task 4B:

1. Owner's Project Requirements ("OPR") and Facilities Basis of Design ("BOD") Reports;
2. Architectural Plans;
3. LEED checklist scorecard identifying points to achieve minimum Gold Certification;
4. Site plan showing coordination and relationships with overall site development;
5. Construction phasing plan;
6. Removal plan;
7. Substructure plan;
8. Methane mitigation plan;
9. Civil design;
10. Structural design including methane gas investigation;
11. Mechanical/HVAC design;
12. Plumbing design;
13. Electrical design;
14. Storm drain plans and details;
15. Landscape and hardscape design;
16. Striping and signage plan;

17. Utility plan;
18. Oil well facility plan status (even if oil well work is by others);
19. Site/Area lighting plan;
20. Crane rail plan;
21. Outline specifications for each discipline of work;
22. Updated project cost estimate and schedule;
23. Utility demand estimates; and
24. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

TASK 4A – Deliverables

- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary utility plans;
- Oil well facility status plans;
- Preliminary construction cost estimate;
- Preliminary construction schedule;
- Associated reports and analysis work;
- Outline of specifications;
- Spreadsheet summarizing comments and responses on 40% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 4B – Deliverables

- Preliminary OPR & BOD reports;
- Preliminary LEED Gold certification checklist scorecard;
- Preliminary methane mitigation plans;
- Preliminary architectural plans;
- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary structural plans;
- Preliminary mechanical/electrical/plumbing plans;
- Preliminary utility plans;
- Oil well facility status plans;
- Preliminary signing & striping plans;
- Preliminary site/area lighting plans;

- Preliminary crane rail plans;
- Preliminary construction cost estimate;
- Preliminary construction schedule;
- Associated reports and analysis work;
- Outline of specifications;
- Spreadsheet summarizing comments and responses on 40% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 5 - Eighty-percent Construction Documents (80% DESIGN)

Task 5A) Phase 1 – Earthwork Improvements

Task 5B) Phase 2 – Training Facility Improvements

- A. Upon issuance of written Notice(s) to Proceed from Engineer, proceed with 80% design of Project.
- B. Preparation of plans, specifications, and estimates in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.
- C. All review comments provided in and during the Preliminary Design Phase (40% Construction Plans – Task 4A and 4B) shall be addressed and incorporated as necessary.
- D. All 80% quality assurance and quality control review comments from the first deliverable iteration shall be addressed and incorporated as necessary. See Task 5A and 5B deliverables.
- E. Update the list of required permits and approvals, including estimated durations.
- F. Permits and approvals:
 1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies.
 2. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for Project other than those that are required to be obtained by contractor(s). These applications shall be submitted to Engineer for review and approval prior to filing with appropriate agencies.
 3. Permits/approvals for this project include, but are not necessarily limited to, the following:
 - f. City of Los Angeles Department of Building and Safety;
 - g. United States Green Building Council;

- h. City of Los Angeles Department of Public Works;
 - i. City of Los Angeles Fire Department;
 - j. Federal Railroad Administration;
 - f. California Geologic Energy Management Division (CalGEM); and
 - g. California Public Utilities Commission.
4. Changes in the plans, specifications, and estimates, including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.
 5. Consultant shall determine and obtain any other permits required by the local, state, and federal agencies for Project.

TASK 5A – Deliverables

Consultant shall provide an 80% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a quality assurance and quality control (“QA/QC”) review. Consultant shall address comments from QA/QC review and resubmit. The second iteration will be for the 80% review.

- Site plan;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Grading plans;
- Utility plan;
- Oil well facility status plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 80% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

Task 5B – Deliverables

Consultant shall provide an 80% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a quality assurance and quality control (“QA/QC”) review. Consultant shall address comments from QA/QC review and resubmit. The second iteration will be for the 80% review.

- Developed OPR & BOD reports;
- Developed LEED Gold certification checklist scorecard;
- Architectural plans including methane mitigation;

- Site plan;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility plans;
- Oil well facility status plans;
- Signage and striping plans;
- Site/area lighting plans;
- Crane rail plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 80% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 6 - Final Design Documents (100% DESIGN)

Task 6A) Phase 1 – Earthwork Improvements
 Task 6B) Phase 2 – Training Facility Improvements

- A. Upon issuance of a written Notice to Proceed from Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from LAHD, LADWP, LADBS, USGBC, and all other reviews by local, state or federal agencies having jurisdiction.
- B. All review comments provided in and during the 80% design (Task 5A and 5B) shall be addressed, and incorporated as necessary.
- C. Provide status and updates to the list of required permits and approvals.
- D. Plans, specifications, and estimates shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.
- E. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
- F. Submit a detailed estimate of the cost based on the bid items and provide a Class “A” estimate.
- G. Submit a proposed construction schedule in sufficient detail for use by

Engineer in evaluating the adequacy of contractor's scheduling submittal.

TASK 6A - Deliverables

Consultant shall provide a 100% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a 100% review. Consultant shall address comments from 100% review and resubmit. The second iteration will be for the 100% QA/QC review.

- Site plans;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Grading plans;
- Utility composite plan;
- Oil well facility status plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedules;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 100% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 6B - Deliverables

Consultant shall provide a 100% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a 100% review. Consultant shall address comments from 100% review and resubmit. The second iteration will be for the 100% QA/QC review.

- Final OPR & BOD reports;
- Final LEED Gold certification checklist scorecard;
- Architectural plans including methane mitigation;
- Site plans;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility composite plan;
- Oil well facility status plans;
- Landscape and hardscape plans;
- Signage and striping plans;
- Site/area lighting plan;
- Crane Rail plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedules;

- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 100% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 7 - Signature Submittal

Task 7A) Phase 1 – Earthwork Improvements
Task 7B) Phase 2 – Training Facility Improvements

- A. Following review and incorporation of comments of Engineer, original plans, specifications, and estimates, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.
- B. Preparation of documents in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.
- C. All review comments provided in and during the 100% QA/QC design (Task 6A and 6B) shall be addressed, and incorporated as necessary.
- D. The original drawings and two vellums drawings, electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.
- E. Submit to Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
- F. Provide status and updates to the list of required permits and approvals.

TASK 7A – Deliverables

- Original drawings including two (2) full size vellums with wet signature and PE stamp;
- Unbound original specifications;
- Final cost estimate itemized per the Bid Proposal Line Items;
- Final schedule; and
- Final quantities and calculations.

TASK 7B – Deliverables

- Original drawings including two (2) full size vellums with wet signature and PE stamp;
- Unbound original specifications;
- Final cost estimate itemized per the Bid Proposal Line Items;
- Final schedule; and
- Final quantities and calculations.

TASK 8 - Bidding Phase

- TASK 8A) Phase 1 – Earthwork Improvements
TASK 8B) Phase 2 – Training Facility Improvements

Consultant will provide assistance to LAHD during the contract(s) advertising and award process which will include the following:

- A. Attendance at pre-bid meetings.
- B. Reviewing and providing responses to bidder inquiries as directed by LAHD.
- C. Preparing and issuing addendums as directed by LAHD.

TASK 8 – Deliverables

- Addendums;
- Report including bidders' questions and consultant response; and
- PowerPoint presentations, artist renderings, and presentations boards.

TASK 9 - Design Services during Construction

- TASK 9A) Phase 1 – Earthwork Improvements
TASK 9B) Phase 2 – Training Facility Improvements

Provide design support during construction. Responsibilities include attending meetings, responding to Contractor RFIs (Requests for Information), submittals, delta drawings, and other construction support related tasks. Consultant shall provide the following services in support of the LAHD on-site construction management efforts.

- A. Office Engineering:
 - 1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the project contractor for compliance with permits and plans, specifications, and estimates.
 - 2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the LAHD.
 - 3. Address RFIs from the project contractor and LADBS inspectors.
 - 4. Monitor, coordinate, receive, upload, and document all LEED items for achieving certification.
 - 5. Prepare record (as-built) drawings on original plans as per the data supplied by the Project contractor via the LAHD construction manager.
- B. Field Engineering:

1. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at weekly progress meetings.
 2. Observe and report to the LAHD on any performance test required by the plans and specifications.
 3. Attend final inspections of Project's completed construction contracts.
- C. Structural Observation:
1. Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.
 2. This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.
- D. Geotechnical Observation and Testing:
1. Consultant shall provide qualified personnel for geotechnical observations to the geotechnical report, and approved plans and specifications in conformance with all applicable codes.
 2. This task includes a limited number of field trips at significant construction stages and at completion as required.

TASK 9 - Deliverables

- Responses to RFIs;
- Provide clarifications;
- Field reports and "punch lists";
- Reviewed shop drawings and submittals; and
- Prepare Record Drawings in accordance with the LAHD 2022 CAD Manual.

TASK 10 - Additional Design Services

The work includes, but is not limited to, technical studies, analysis, conceptual – final designs, and other engineering services as directed by Engineer that relate to the Project. This optional task, including PS&E, may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 11 - Additional Coordination with Stakeholders

The work includes additional coordination with stakeholders as directed by Engineer. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 12 – Public Outreach Services

The work includes public outreach services as directed by Engineer that relate to the Project. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 13 – Project Control for Grant Funding

The work includes Project control services related to Project grant funding as directed by Engineer. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

3. PROPOSAL REQUIREMENTS

3.1 Pre-Proposal Meeting

Firms planning to submit proposals are encouraged to attend a virtual (Microsoft Teams) pre-proposal meeting on June 15, 2023 at 10:30 a.m. In the meeting, Harbor Department staff will provide information about the Project, discuss the RFP's administrative requirements, and answer questions. Prospective proposers are encouraged to carefully review the entire RFP document prior to the meeting.

Please indicate your firm's intention to attend the pre-proposal meeting by no later than June 13, 2023. To RSVP, click the link [here](#). The log in information for the Teams meeting will be subsequently forwarded through Outlook by Felicia Ansley, the Contract Administrator.

3.2 Proposal Submission

One (1) digital copy of your proposal, with no more than 50 pages single-sided (excluding resumes and administrative forms from Section 3.3.8) as one complete file in .pdf format, must be submitted at or before 3:00 p.m. Pacific Time on August 3, 2023 to:

fansley@portla.org

Subject: GM Training Facility Submission

Submissions shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. Staff will not click on any link to outside file storage sites – such as Google Drive, Dropbox, WeTransfer or ShareFile—in order to download your proposal.

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 electronically *delivered* (not just *sent*) before the 3:00 p.m. 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.

3.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project

approach, work plan, management, and timeline; 4) rates, fees, and budget control, and 5) clarity and comprehensiveness of the proposal. See Exhibit F.

Selected proposers may be contacted to arrange in-person or virtual interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Chief Harbor Engineer, 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.

3.4 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

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

2. Firm Qualifications, Experience and References

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

Additionally, include a narrative of your firm's expertise in the following areas:

- ☐ Education Facility Programming
- ☐ Container Terminal Design

- ☐ Architectural Design
- ☐ Structural Design
- ☐ Geotechnical Investigation and Design

3. Project Organization, Personnel and Staffing

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

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

4. Project Approach and Work Plan

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

- ☐ Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each. For each task, detail the number of hours by staff level and the hourly rate for each staff level. Extrapolate the total cost for each major task and for each staff level for a total project cost.
- ☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- ☐ Include the results and deliverables expected from each major task.
- ☐ Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- ☐ Provide a detailed equipment list for each application area with associated costs.
- ☐ Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses.

5. Project Management

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

- ☐ Project kick off meeting.
- ☐ Regularly scheduled project team meetings.
- ☐ Written progress reports.

- ☐ Issue/risk management techniques.

6. Timeline

Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task/subtask and identifies results and deliverable milestones.

7. Rates, Fees and Budget Control

Provide pricing and cost information for the project. Include hourly rates for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants. **Please also complete and submit the “Project Cost Proposal” (Attachment 3) with your proposal.**

8. 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 AND LOCAL BUSINESS PREFERENCE PROGRAMS (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise and Local Business Preference Programs Affidavit of Company Status and the Consultant Description Form (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.

The **mandatory** Small Business Enterprise (SBE) participation will be 25%, including 5% Very Small Business Enterprise (VSBE) participation. **Proposers who fail to demonstrate that they will meet or exceed the SBE requirements will be deemed non-responsive.** In order to ensure the highest participation of SBEs, VSBEs, Minority Business Enterprises, Women Business Enterprises, and Disabled Veteran Business Enterprises, all proposers shall utilize the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org, to outreach to potential subconsultants.

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

referencing the RFP:

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

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of \$150,000. Proposers who do not qualify as an LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants.

B) INSURANCE VERIFICATION LETTER

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

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

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

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

D) IRAN CONTRACTING ACT OF 2010

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

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS

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

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

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

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

3.5 Checklist for RFP Submittal Requirements

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

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- ☐ Table of Contents, if included (not required).
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management
 - Timeline
 - Rates, Fees and Budget Control (must also submit “Project Cost Proposal” – Attachment 3)
- ☐ 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 (Complete for Prime only; subconsultants do not complete this form)
 - Consultant Description Form (Complete for Prime, and also list subconsultants)
- ☐ Letter from insurance carrier or broker indicating ability to meet insurance requirements for this project, including general liability, auto liability and workers’ compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- ☐ CEC Form 50 (Bidder Certification)
- ☐ CEC Form 55 (Prohibited Contributors (Bidders))
- ☐ Iran Contracting Act of 2010 Compliance Affidavit
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the 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 and Local Business Preference Programs

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.

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

2. Acceptable Evidence and Approval of Insurance

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

Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

Primary Coverage

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

Notice Of Cancellation

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

Modification of Coverage

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

Renewal of Policies

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

Policy Copies

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

Limits of Coverage

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

Right to Self-Insure

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

- a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
- b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
- c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
- d. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
- e. Consultant provides the name and address of its claims administrator.
- f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director's consideration of approval of self-insurance and annually thereafter.
- g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
- h. Consultant has complied with all laws pertaining to self-insurance.

Insurance

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

3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall

provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

4. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

5. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

6. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its

employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement.

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

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 Chief Harbor Engineer, 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 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.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

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

4.17 Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the 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 form requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

4.20 Iran Contracting Act of 2010

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

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM

(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. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541330**. 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 \$16.5 million.

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

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

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

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☐OBE

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

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

Only one box must be checked:

☐ LBE ☐ Non-LBE

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

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

Award Total: \$ _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?

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

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

CUCP Agencies include:

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

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

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

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

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

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

Send completed application to:

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

For Assistance:

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

Where can I find more information?

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



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name: _____

BAVN ID#: _____

Bid/RFP Number: _____

Due Date: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

I. GENERAL INFORMATION			
HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? ☐ YES ☐ NO			
IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):		HAS FIRM EVER BEEN DENIED CERTIFICATION? ☐ YES ☐ 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: ☐ STARTED NEW BUSINESS ☐ PURCHASED EXISTING BUSINESS ☐ INHERITED BUSINESS OTHER (EXPLAIN): _____			
BUSINESS STRUCTURE: ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ JOINT VENTURE TYPE OF BUSINESS: ☐ CONSTRUCTION ☐ MANUFACTURING ☐ SERVICE/CONSULTING ☐ WHOLESALER/RETAILER ☐ DISTRIBUTOR/BROKER ☐ CONCESSION ☐ TRUCKER ☐ 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? ☐ YES ☐ 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?	☐	☐
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?	☐	☐
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?	☐	☐
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?	☐	☐
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS?	☐	☐
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?	☐	☐
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?	☐	☐
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?	☐	☐

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: ENGINEERING AND ARCHITECTURAL SERVICES FOR PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT TRAINING FACILITY

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 –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

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

EXHIBIT G

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

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

☐ Original Filing ☐ Amendment: Date of Signed Original_____. Date of Last Amendment_____.

Reference Number (Bid, Contract, or RAMP) 207871	Awarding Authority (Department awarding the contract) HARBOR DEPARTMENT
Bidder Name	
Address	
Email Address	Phone Number

Certification

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

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

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

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

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

Name

Signature

Title

Date

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (l) **“Public lease or license”.**

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

Prohibited Contributors (Bidders)

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

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

Reference Number (Bid, Contract, or BAVN): 207871 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Eng. and Architectural Services for POLA & POLB GM Training Facility

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

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

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

Yes

☐

No

☐

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

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

Yes

☐

No

☐

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

Certification

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

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

Name

Signature

Title

Date

Schedule A - Bidder's Principals

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

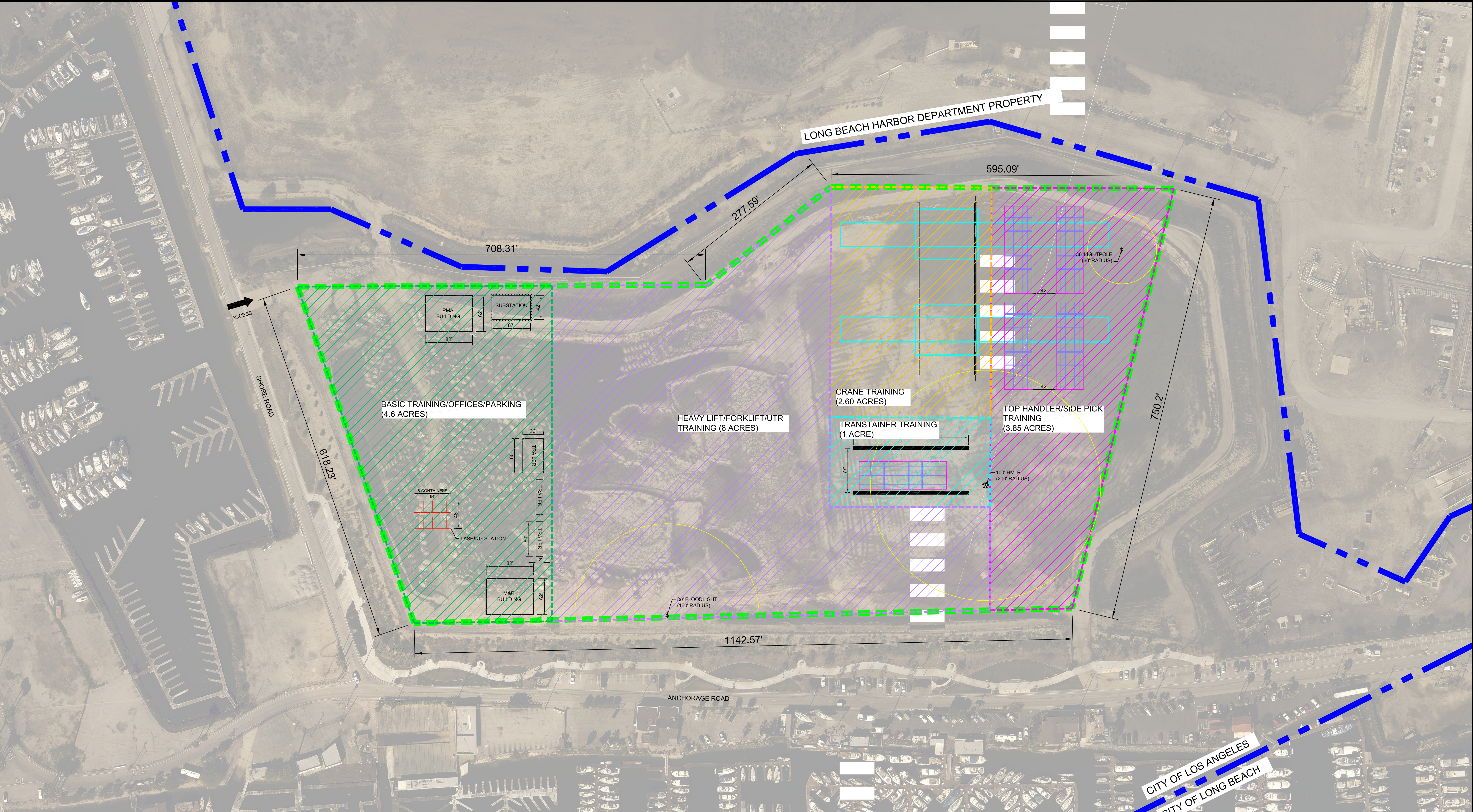
I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities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

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

OPTION #2: EXEMPTION

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

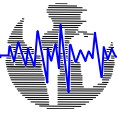
<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>



1ATT-01 20 ACRE SITE PLAN
ATT-01 SCALE: 1" = 80'

NO.				DATE	DRAWN	REVISIONS -	CHK'D	APP'D	NO.				DATE	DRAWN	REVISIONS -	CHK'D	APP'D	SCALE: AS SHOWN		CHIEF OF DESIGN		PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT WORKFORCE TRAINING CAMPUS		
																			DRAWN: E. HAN		ASSISTANT CHIEF HARBOR ENGINEER		20 ACRE SITE PLAN	
																		CHECKED: C. BROWN						
																			DESIGNED: E. HAN					
																			ENGINEER / ARCHITECT		CHIEF HARBOR ENGINEER		DATE	
																							DRAWING NUMBER	SHEET NUMBER
																							ATTACHMENT	01

DWG: N:\cadd\project\Joint Ports Goods Movement\Workforce Training Campus\Preliminary\RPP Supporting Documents\Exhibit01_20 Acre Plan.dwg USER: lamdt
DATE: May 02, 2023 10:48am



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

DATE: December 30, 2022 **EMI PROJECT NO:** 20-114.10

TO: Edward Han, P.E. / Port of Los Angeles

COPY: James R. Fowler, P.E. / DRCD

FROM: Dane Nicklaus, P.E. / Earth Mechanics, Inc. (EMI)
Raj S. Varatharaj, G.E. / EMI
Arul K. Arulmoli, Ph.D., G.E. / EMI

SUBJECT: *Preliminary Geotechnical Feasibility Assessment for Joint Ports Goods Movement Workforce Training Campus, Port of Los Angeles, California*

INTRODUCTION

The Port of Los Angeles (POLA) is planning to construct a 20-acre facility for maritime and goods movement training. This facility will be located on POLA property and is proposed to be constructed in two phases. Phase I work will include earthwork improvements at the proposed Anchorage Road site to prepare the area for future construction of the training facility. Phase II work will include the construction of the training facility. The project site is shown on Figure 1.

As part of the planning phase of the project, Earth Mechanics Inc. (EMI) performed a preliminary geotechnical investigation at the Anchorage Road site for the proposed Joint Ports Goods Movement Workforce Training Campus (Campus) project. The purpose of the preliminary geotechnical field investigation was to evaluate subsurface conditions and to assess earthwork improvements needed for the proposed development.

This memorandum summarizes the subsurface conditions based on the preliminary geotechnical investigation and geotechnical feasibility assessment for the design of the proposed Campus. This work was performed by EMI under a subcontract agreement with D R Consultants & Designers, Inc. (DRCD) as part of POLA On-Call Engineering Services.

PROJECT DESCRIPTION

The future Joint Goods Movement Training Campus will be located northeast of the intersection of Anchorage Road and Shore Road, in the Port of Los Angeles. The vacant dirt property is approximately 20 acres in size (see Figure 2). The property is surrounded by a vacant lot on the north and a minimally developed lot on the east, and Anchorage and Shore Roads to the south and west respectively. Elevations across the site range from roughly El. +4 feet MLLW in the southeast corner to El. +30 feet MLLW in the central-western portion of the site.

The site is currently vacant but is being used as a storage and/or dump site. There are numerous pile-dumps, approximately 8 feet wide by 6 feet tall, roughly covering the western quarter of the site. It is EMI's understanding that for the past decade or more this site has been mainly used as a dump site for excess soil from other projects. The eastern and northeastern edge of the site are

elevated by approximately 10 to 15 feet as compared to the areas adjacent to them. These elevated areas are likely the result of staging imported material. There is a depressed area in the northeast corner of the site that on maps is shown to be saturated with water, however, during the geotechnical investigation the depression was dry but has noticeably more vegetation than the rest of the site.

AVAILABLE SUBSURFACE DATA

No site-specific geotechnical information was available for the proposed site. Available geotechnical reports for nearby projects were reviewed by EMI; however, the available reports did not include any logs of boreholes or other geotechnical information for the project site.

SITE-SPECIFIC GEOTECHNICAL INVESTIGATION

This memorandum is based on geotechnical information and subsurface data obtained from a preliminary site-specific field investigation conducted by EMI in June 2022. Details from the field investigation can be found in the associated Draft Geotechnical Data Report (EMI, 2022a).

GROUNDWATER

Groundwater measurements were recorded in both rotary wash borings during the site-specific geotechnical investigation conducted by EMI. Groundwater was observed between about El. +3 ft MLLW and El. -6 ft MLLW, however, due to the proximity of the site to the ocean, the ground water table at the project site is directly related to tidal fluctuations. A groundwater elevation of +5 ft MLLW was selected for the study.

SUBSURFACE CONDITIONS

The subsurface information obtained from the EMI field investigation indicates that the subsurface materials generally consist of very soft to very stiff clay and silty clay interbedded with medium dense clayey sand from about El. +30 ft MLLW to an approximate depth of El. of -0 ft MLLW. From about +0 ft MLLW to about -30 ft MLLW, the clayey sand interbeds within the clay become thicker and denser. From -30 ft MLLW to about -60 ft MLLW, the soil profile becomes highly interbedded lean clay, sandy silt, and silty sand. Below -60 ft MLLW, dense to very dense silty sand was encountered down to the exploration depth of -87 ft MLLW. Relatively thin layers, up to about 4 feet in thickness, of loose to medium dense sandy fill material above El. -55 ft and below the water table, are potentially liquefiable during the MCE_G event.

It should be noted that the above soil descriptions are general and are intended to describe the subsurface in very broad terms. The soil description above should not be construed to mean that the subsurface profile is uniform and that earth materials are homogeneous within the project area. Details on stratigraphy at each borehole and CPT location are provided on the boring and CPT logs presented in Attachment A and the cross-sections presented in Attachment C.

SITE GEOLOGY AND FAULTS

The Port of Los Angeles (POLA) lies along the central coastal margin of the Los Angeles Basin just east of the Palos Verdes Hills (Figure 3). The Los Angeles basin was a deep marine basin in the late-Tertiary time and earliest Quaternary time but eventually was filled with sediments that were washed into the basin from hills and mountains surrounding the basin. By the late Pleistocene time, about 300,000 years ago, the area was filled and appeared somewhat similar to what is seen today. During the Pleistocene, the area experienced repeated rising and falling sea levels subjecting the area to alternating emergent and submergent conditions. When the area was dry, i.e., when sea level was lower, the area underwent erosion; when the area was submerged, it largely experienced deposition. This history of alternating exposure and submergence resulted in a very complicated association of sediment types and discontinuous strata. Materials deposited during the submerged periods were partially eroded away by streams during the exposure periods creating a channeled landscape. These channels were filled-in later, when sea level rose, resulting in the juxtaposition of widely different sediment types within very short distances.

A review of the topographic maps surveyed in the 1850s and 1890s indicates that, in the natural state, the Los Angeles-Long Beach harbor area was a topographically low-lying coastal marsh called Wilmington Lagoon or San Pedro Creek. The approximate outline of the 1890s shoreline is shown as a faint dotted line in Figure xx. The lagoon had an elaborate network of estuaries, stream channels, tidal channels, sand spits, beaches, and marshy islands. Major streams draining Los Angeles Basin, such as the Los Angeles River, Compton Creek, and possibly the San Gabriel River, emptied into the lagoon primarily on the east. Smaller local creeks draining from the Palos Verdes Hills and the Torrance Plain entered the lagoon on the west. Remnants of these local channels are reflected in the location and the orientation of the Southwest Slip, West Basin, and Slip 1.

The shallow subsurface (upper 160 ft or 50 m +/-) at the site comprises geologic formations representing the past few hundred thousand years. The principal unit is the Lakewood Formation, which underlies the entire inner harbor area. The Lakewood Formation is widespread throughout the Los Angeles Basin and was deposited in both non-marine and shallow marine conditions. The formation was deposited during the late stages of seawater withdrawal from the Los Angeles Basin. All of these deposits are overlain by recent fill in the areas that were originally marshy islands and stream/tidal channels within the port complex.

Major faults (and fault zones) found within the Port area (Figure 4), such as the Palos Verdes fault zone and the Wilmington Blind Thrust fault, have been described in the Port-wide Ground Motion Study Update report (EMI, 2022b). Other faults in the region, including the Compton-Los Alamitos (CLA) fault, have been discussed in the 2006 Port-wide Ground Motion Study report (EMI, 2006). The mapped trace of the CLA fault crosses the northeastern segment of the project site in a generally southeast to northwest orientation. A general discussion of the CLA fault is provided in the following paragraphs.

Several geoscientists have proposed that the Newport-Inglewood Seismic Zone (NISZ) is underlain by a low-angle thrust fault called the Compton-Los Alamitos fault. The postulated fault is purely theoretical and based primarily on geometric constructions; it has not been imaged on seismic-reflection data or encountered in boreholes. There is little earthquake evidence of an active major thrust fault at the depths postulated for the CLA. A recent magnitude 4.7 earthquake (17 May 2009) and aftershocks in the Inglewood area (epicenter near Century Boulevard and Prairie Avenue just south of Hollywood Park racetrack) shed further doubt on the existence of a major active blind thrust fault in the western LA Basin because they had strike-slip motion and occurred at depths of about 8½ miles, below the postulated depth of the thrust fault.

This fault is a subsurface fault seen on gravity data (Yerkes et al, 1965) and has been detected in boreholes. The fault extends upward from the basement rocks to an elevation of about -300 feet (MSL) into sediments of middle-Pleistocene-age San Pedro Formation (California Department of Water Resources, 1961). The Los Angeles County Seismic Safety Element (1990) shows it as potentially active. Oil exploratory wells and geophysical studies (see discussion in Wright, 1991) suggest that the fault is a southwest-dipping, right-lateral-reverse-oblique fault along which the basement rocks on the southwest side of the fault have been uplifted and shifted to the northwest. Seismicity studies of Hauksson (1987) indicate that the fault coincides with the northeast limit of deep-seated small-earthquake activity.

The CLA fault is hypothesized to dip easterly at a low angle under the central Los Angeles Basin to another hypothetical fault, the deep Central Basin Decollement, which is modeled as a horizontal detachment fault (Davis et al., 1989; Shaw and Suppe, 1993). The model features slip along a thrust ramp that has generated the overlying folds. If the overlying folds in Pliocene and Quaternary strata are a result of this faulting, a slip rate of 1.4 mm/yr is indicated. Assuming that this slip is released in large earthquakes, Shaw and Suppe (1996) estimate earthquake magnitudes of 6.3 to 6.8 on individual ramp segments, and magnitudes of about 6.9 to 7.3 if segments rupture together. Recurrence intervals based on empirical earthquake-magnitude/fault-displacement relationships (Wells and Coppersmith, 1994) range from 380 years for single segments to 1,300 years for multiple segment ruptures. These relatively high rates and magnitudes are difficult to reconcile because they are similar to or even greater than the surface faults whose rates are large enough to form prominent surface geomorphology.

Because these postulated blind/detachment faults extend below the major active surface faults, the models must incorporate and accommodate these faults. Generally, the models involve some type of intersecting relationship whereby the major surface faults like the NISZ, Palos Verdes, and Whittier faults are cut off at depth but continue as active surface faults. This relegates the more-prominent active surficial faults to secondary roles. This seeming contradiction of secondary faults having greater surface expression than the primary fault has resulted in these thrust models being rejected in many seismic-hazard models, or given only secondary importance. The right-lateral-oblique strike-slip motion of the 2009 earthquake is consistent with the Newport-Inglewood fault

system (SCEC, 2009) and indicates the NISZ continues to great depths without being offset by a thrust fault.

Nonetheless, the California Geological Survey presently considers the CLA as an active fault, even though they previously had removed the fault from their seismic-hazard model based on investigations by Rockwell and Mueller (Mueller, 1997). Rockwell and Mueller excavated a trench and placed cone penetrometer borings across the axial trace of the feature and found that Holocene deposits dated at 1,900 years and the Gaspar aquifer dated at 15,000-20,000 years are not deformed. The Compton-Los Alamitos blind thrust trend (Leon et al., 2009) extends northwest-southeast and is located northeast of the Potrero fault trace.

It should be noted that the mapped trace represents the top of the ramp/fault tip, while the main trend of the CLA fault extends further out into the inland Los Angeles basin. Fault rupture potential at the site is negligible.

SEISMIC EVALUATION

The site is in a seismically active region. Due to presence of liquefiable material below the water table, Site Class F is designated for the subject site. Per the 2019 California Building Code (CBC, 2019) and the City of Los Angeles Building Code (LABC, 2020), site-specific seismic hazard analyses and site-response analyses are required for sites classified as F. Site-specific response spectra for the entire Port of Los Angeles have been developed by EMI as part of the Port-wide Ground Motion Study project. Details of the study can be found in EMI (2022b). The DE level ARS is presented in Figure 5. Following Section 21.4 of ASCE 7-16, the design seismic parameters S_{DS} and S_{D1} are estimated to be 1.346g and 1.617g, respectively.

For geotechnical evaluations, peak ground acceleration (PGA) and earthquake magnitude (M_w) of 0.91g and 7.3 for maximum considered earthquake geometric mean (MCE_G) event are recommended.

LIQUEFACTION POTENTIAL AND SEISMIC SETTLEMENT

The liquefaction potential of the site materials was evaluated using the data collected from the soil borings and CPTs and procedures outlined by Seed et al. (1983) and updated by NCEER (1997), SCEC (2002), and Youd et al. (2001) using the computer software CLiq V3 (Geologismiki, 2006). The design ground water table is assumed to be at El. +5 ft MLLW for the liquefaction evaluation.

Liquefaction potential of fine-grained clayey soils were checked using the procedure recommended by Boulanger and Idriss (2006) which states that fine-grained soil with plasticity index (PI) greater or equals to 7 are not considered liquefiable.

The liquefied soils reconsolidate during and after earthquake shaking, leading to ground settlement. The seismically induced settlements were estimated using the procedures outlined by Tokimatsu and Seed (1987) for the borings and CPT soundings.

Based on the evaluation, the loose to medium dense silty sands encountered down to El. -55 ft MLLW are anticipated to liquefy with up to about 6 inches of post-liquefaction settlement under the MCE_G event. A summary of the potentially liquefiable layers and seismic settlement values are provided in Table 1.

Table 1. Summary of Liquefaction and Seismic Settlement

CPT/ Boring	Approximate Elevations of Liquefiable Zone MCE_G (ft, MLLW)	Approximate Seismically Induced Settlement under DE (inches)	Approximate Seismically Induced Settlement under MCE_G (inches)
CPT-22-001	-1 to -5, -32 to -34, -39 to -42	4.0	4.8
CPT-22-002	+3 to +1, -2 to -4, -37 to -39, -42 to -45, -48 to -54	4.8	5.1
CPT-22-003	-6 to -8, -28 to -30, -40 to -44	3.6	3.7
CPT-22-004	-6 to -8, -22 to -24, -25 to -27, -40 to -43	3.5	3.9
CPT-22-005	-1 to -3, -7 to -9, -26 to -28, -50 to -54	3.9	4.3
CPT-22-006	-7 to -12, -27 to -29, -42 to -44, - 31 to -35	3.7	3.9
CPT-22-007	-8 to -10, -13 to -18, -27 to -29, - 52 to -55	5.6	5.9
CPT-22-008	-14 to -18, -25 to -27, -52 to -54, - 56 to -58	3.9	4.1
CPT-22-009	-15 to -18, -24 to -26	3.2	5.6
R-22-001	+1.5 to -1, -3.5 to -11, -13.5 to - 16, -18.5 to -26, and -33.5 to -46	4.5	5.5
R-22-002	+0.5 to -2 and -14.5 to -39.5	4.2	4.2

SLOPE STABILITY AND KINEMATIC DISPLACEMENT

Slope stability evaluations were performed using cross-sections developed based on available as-built drawings and bathymetry data provided by the Port.

The static and pseudo-static seismic global stability analyses were performed using the computer program SLIDE2 (Rocscience, 2021). The evaluations were based upon limiting equilibrium of circular failure modes and sliding block failure modes using Spencer's method (Spencer, 1967) which was recommended by SCEC (2002). Spencer's method rigorously satisfies both force and moment equilibrium.

Post-earthquake stability immediately after a seismic event was estimated using the residual shear strength (Weber, 2015 and Kramer and Wang, 2015) for liquefiable soil layers instead of their static soil parameters per LABC 2020. The seismically-induced lateral slope displacements were

determined using the Newmark sliding block procedure using the yield acceleration estimated from the pseudo-static analyses. The Newmark sliding block displacement under the DE and MCE_G event was determined using the recommended Newmark Displacement Curves developed by EMI (2022b) as part of the Port-wide Ground Motion Study project.

Based on the preliminary stability evaluation, the static factors-of-safety range from 3.1 to about 4.8. The anticipated slope displacements during the MCE_G event are estimated to be more than 5 ft. For the design earthquake (DE), the displacements range from about 2 to 4 ft.

Piles designed for future improvements should be designed to incorporate the effects of kinematic loading. Ground improvement can be considered to reduce the anticipated displacements to acceptable levels.

SOIL CORROSIVITY

According to current design practice (Caltrans, 2021), a site is corrosive if the soil and water has a minimum resistivity of less than 1,100 ohm-cm, more than 500 parts per million (ppm) of chloride, more than 1,500 ppm of sulfates, or has a pH of 5.5 or less.

The results of corrosivity tests on the subsurface soils are summarized in Table 2. Per the test results, the minimum resistivity is less than 1,100 ohm-cm, and the sulfate concentration is greater than 1,500 ppm. Therefore, based on the laboratory test results and due to the proximity of the proposed foundations to marine environments, the on-site soils are considered corrosive. All structural elements in contact with in-situ soils should be designed to accommodate the corrosive nature of the site soil. Laboratory test results are provided in Attachment B.

Table 2. Summary of Soil Corrosivity Test Results

Boring No.	Sample No.	Depth (feet)	Soil Type	pH	Chloride Content (ppm)	Sulfate Content (ppm)	Min. Resistivity (Ohm-cm)
R-22-001	D-3	7.5	Sandy lean Clay (CL)	7.7	206	3,990	100
R-22-001	S-22	55	Lean Clay (CL)	7.9	284	3,113	76
R-22-002	D-1	2.5	Lean Clay (CL)	7.5	218	4,970	98
R-22-002	S-14	35	Lean Clay (CL)	7.5	241	3,359	45

FOUNDATION EVALUATION FOR FUTURE BUILDINGS

Due to the presence of potentially liquefiable soils and the magnitude of estimated seismic settlement, mat foundations are the preferred shallow foundations for non-human occupancy structures. Shallow foundations with ground improvement or pile foundations should be used for structures that require human occupancy. All pile foundations should be designed to accommodate the anticipated liquefaction-induced downdrag and kinematic slope displacements.

Axial Pile Capacity

For adequate vertical and lateral capacity, the piles are recommended to be sufficiently driven into the dense alluvial deposits. A minimum tip elevation of -55 feet MLLW is recommended for preliminary estimates.

Static Settlement Due to Compacted Fill Placement

Multiple scenarios were investigated to estimate the static settlement due to the placement of compacted fill. Preliminary analyses considered raising the grade from about +14 feet MLLW to +20 feet MLLW. Then, surcharge loads of 200, 400, and 600 psf were assumed and the static settlement was estimated. Based on the analyses, the estimated settlement from raising the grade from +14 feet MLLW to +20 feet MLLW is about 6 inches. The total estimated settlement magnitudes from adding the 200, 400, and 600 psf surcharges (which includes 6 inches of initial settlement) are about 9, 11, and 13 inches, respectively. It should be noted that the settlement magnitudes are not uniform throughout the site and there is potential for differential settlement due to the varied nature of the observed soil stratigraphy.

Due to the magnitude of the estimated static settlement, soil remediation measures such as installing wick drains and/or preloading in the areas that are to receive compacted fill are recommended to mitigate the excessive vertical displacements and accelerate the time it takes to accomplish the desired settlement.

LIMITATIONS

This memorandum is intended only for use by the Port of Los Angeles for preliminary geotechnical assessment of the Joint Ports Goods Movement Workforce Training Campus project and is not intended for use of design. This memorandum is based on the project as described herein and information obtained from the soil borings and CPT soundings at the approximate locations shown on the attached plans. Findings contained in this memorandum are based on results of the field investigation. Soils and subsurface conditions encountered in the soil borings and CPT soundings are presumed to be representative of the soils and conditions throughout the project area; however, subsurface conditions and soil characteristics at locations between the soil borings and CPT's can vary. The presented findings reflect an interpretation of the direct evidence obtained. EMI should be notified if subsurface conditions are found to vary from those described herein.

The data, opinions, and recommendations contained in this memorandum are applicable to the specific design element(s) and location(s) which is (are) the subject of this report. They have no applicability to any other design elements or to any other locations and all subsequent users accept all liability resulting from any use or reuse of the data, opinions, and recommendations without the prior written consent of EMI.

Services performed by EMI have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same

locality under similar conditions. No other representation is expressed or implied and no warranty or guarantee is included or intended.

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FIGURES

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ATTACHEMENTS

- Attachment A – Boring and Cone Penetrometer Test Sounding Logs
- Attachment B – Laboratory Testing Results
- Attachment C – Geotechnical Cross-Sections



FIGURES

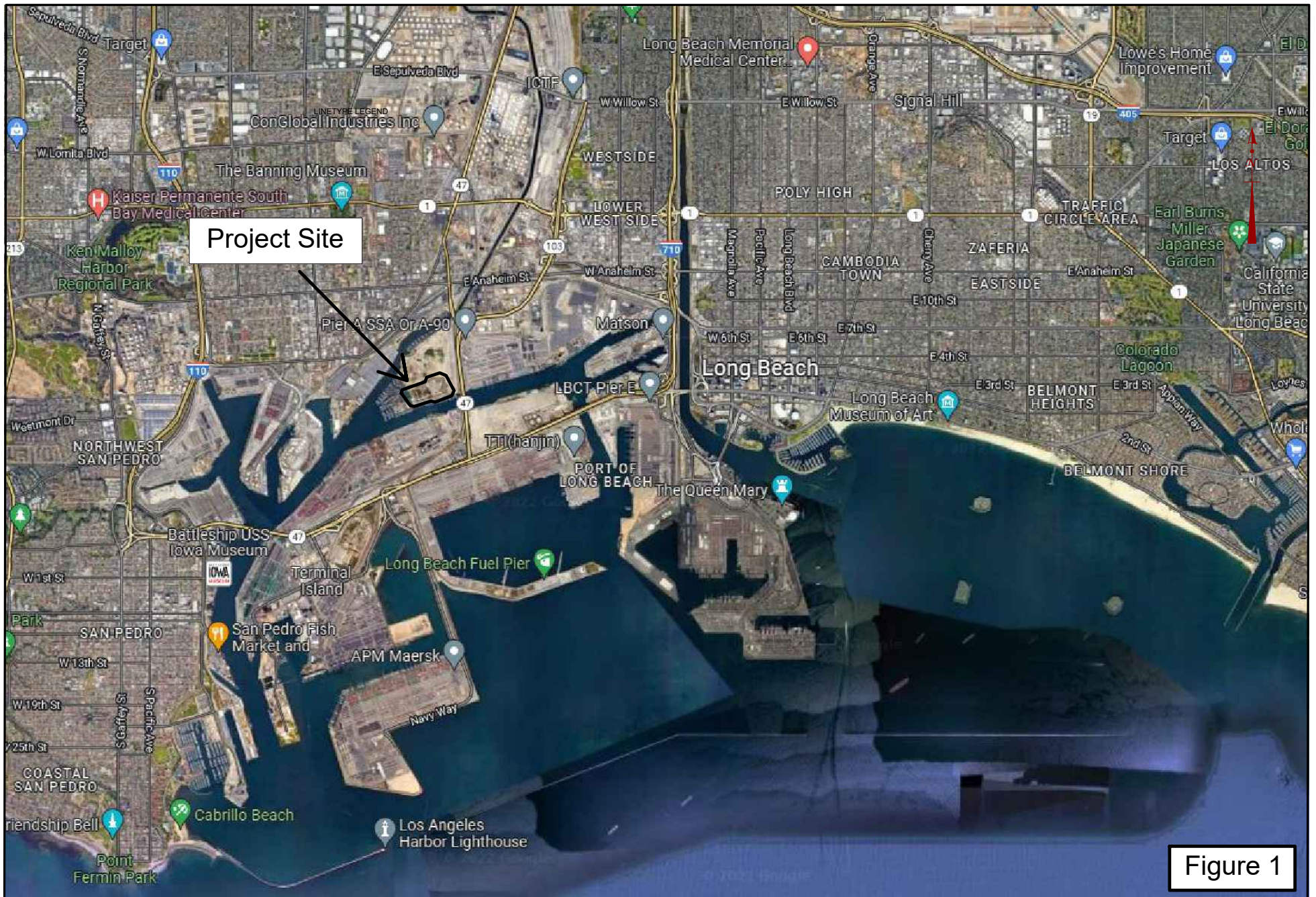


Figure 1

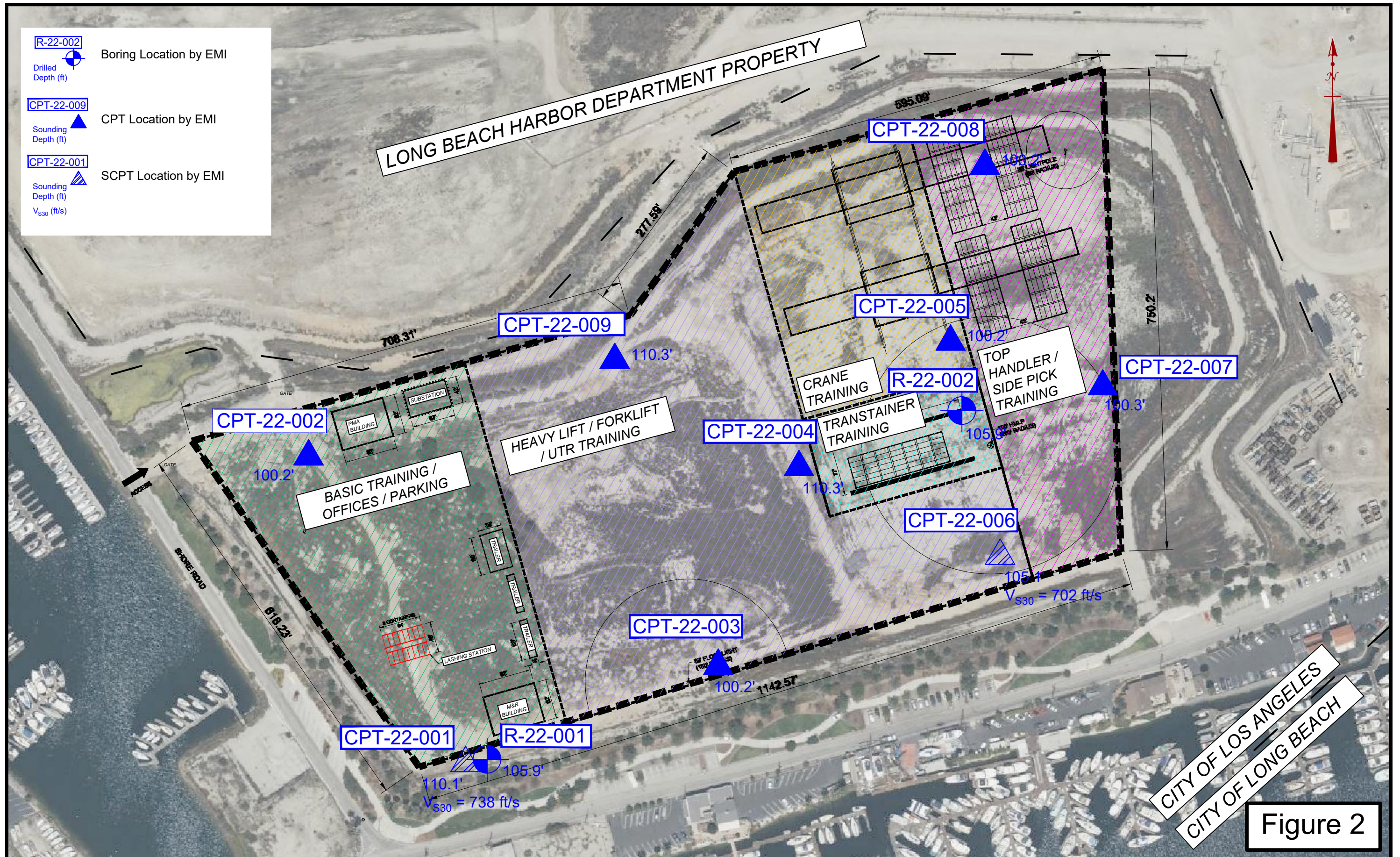
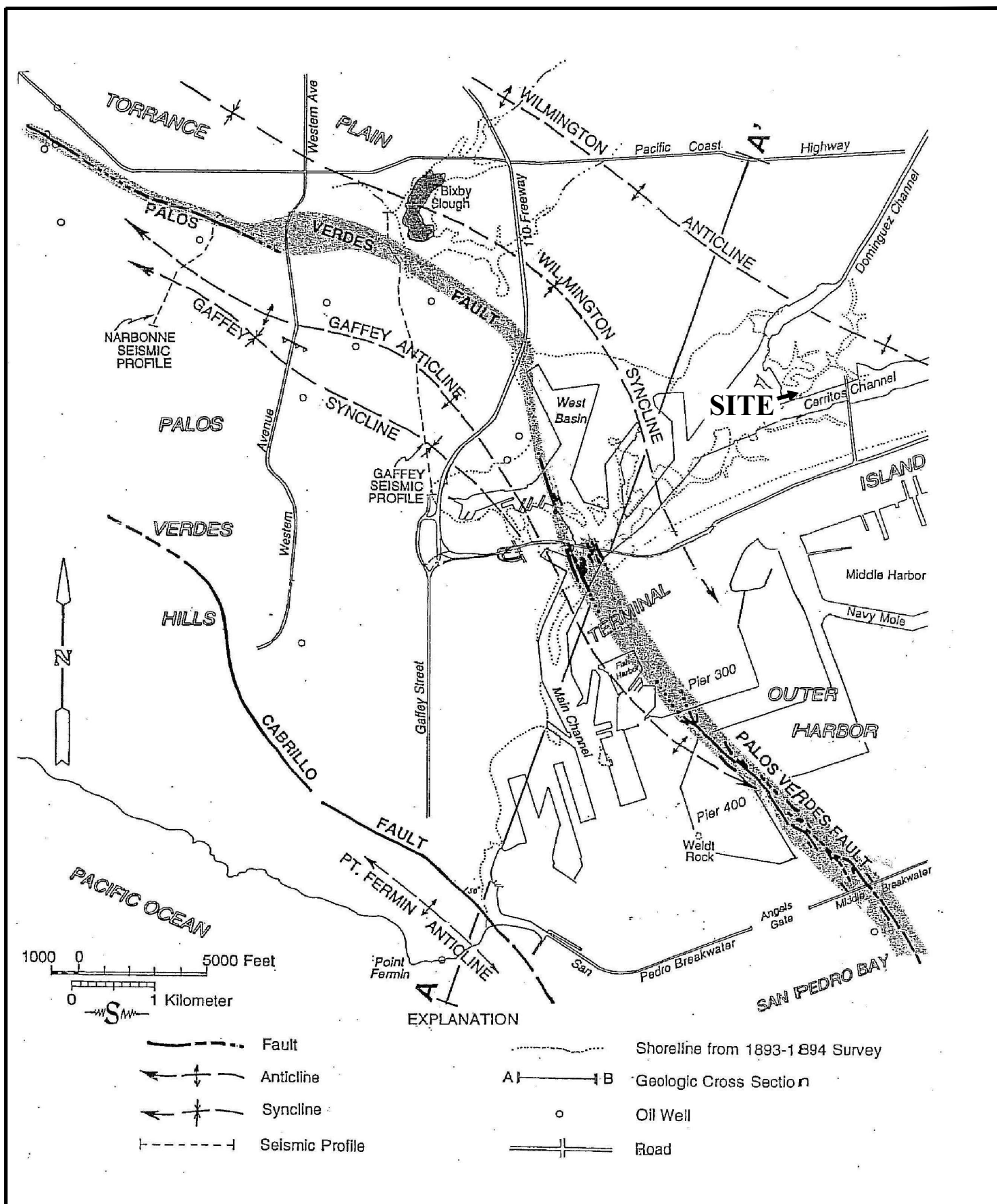


Figure 2



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Project No. 20-114

Date: December 2022

Joint Ports Goods Movement Workforce
Training Campus

Geologic Structure Map of the POLA Area

Figure 3

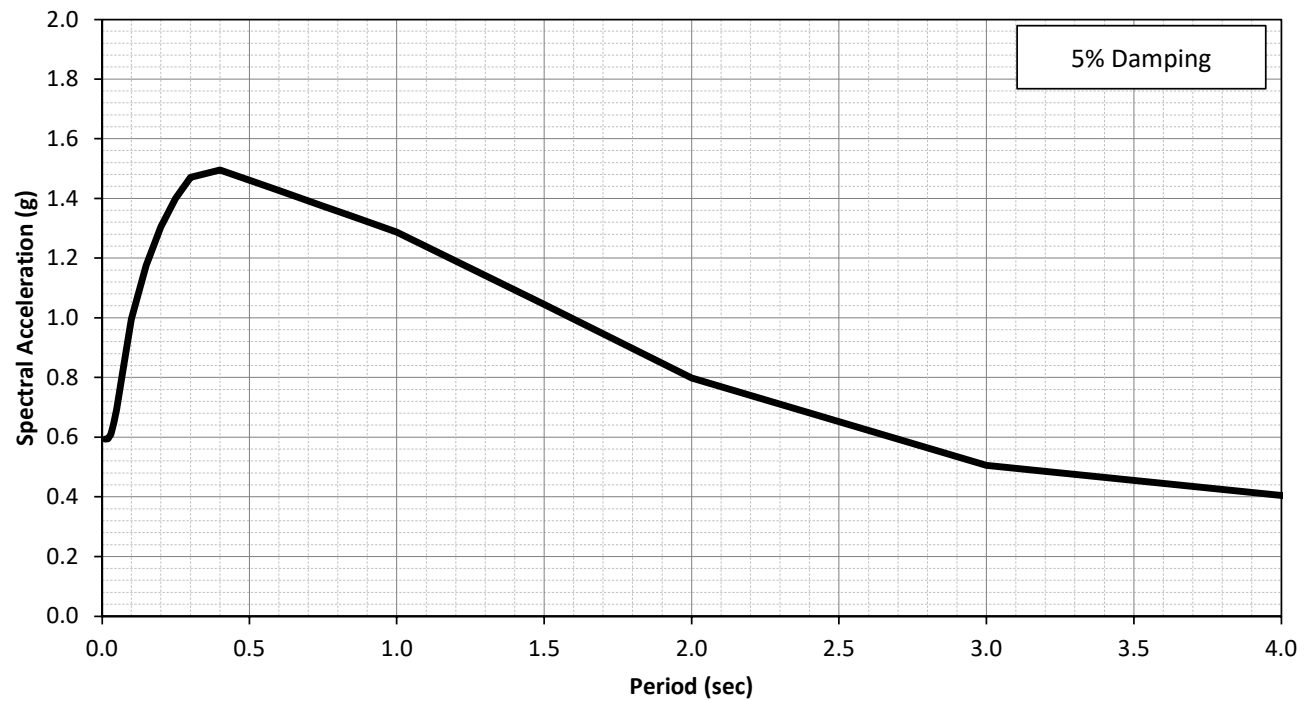


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Figure 4



Period (sec)	Recommended Code-based DE ARS, g
0.010	0.593
0.020	0.594
0.030	0.609
0.040	0.647
0.050	0.693
0.075	0.845
0.100	0.995
0.150	1.174
0.200	1.305
0.250	1.400
0.300	1.470
0.400	1.495
0.500	1.461
0.600	1.426
0.750	1.374
0.850	1.339
1.0	1.288
1.5	1.044
2.0	0.798
3.0	0.506
4.0	0.404
5.0	0.286
7.5	0.179
10.0	0.107

Per ASCE 7-16 - Section 21.4:

$S_{DS} = 1.346g$

$S_{D1} = 1.617g$

Reference: Earth Mechanics, Inc. (2022), "Final Port-Wide Ground Motion Study and Palos Verdes Fault Update Report", Prepared for the Port of Los Angeles.



Joint Ports Goods Training Center, POLA, CA

EMI Project No: 20-114

Date: Nov. 2022

**Design Earthquake ARS Curve
Based on CBC 2019/LABC 2022/ ASCE7-16**

Figure 5

ATTACHMENT A – BORING AND CONE PENETROMETER TEST SOUNDING LOGS

LOGGED BY DV	BEGIN DATE 6-20-22	COMPLETION DATE 6-20-22	BOREHOLE LOCATION (Lat/Long or North/East and Datum) N 1,737,390 E 6,486,805	HOLE ID R-22-001
DRILLING CONTRACTOR SoCal Drilling	BOREHOLE LOCATION (Offset, Station, Line)		SURFACE ELEVATION 29.2 ft	
DRILLING METHOD Rotary Wash	DRILL RIG Mayhew 1000		BOREHOLE DIAMETER 5"	
SAMPLER TYPE(S) AND SIZE(S) (ID) Mod Cal (2"), SPT (1.4")	SPT HAMMER TYPE Automatic Hammer, 140lbs, 30-in Drop		HAMMER EFFICIENCY, ERI 80%	
BOREHOLE BACKFILL AND COMPLETION Portland Cement Slurry	GROUNDWATER DURING DRILLING READINGS 27.0 ft		AFTER DRILLING (DATE) 27.0 ft on 6-20-22	TOTAL DEPTH OF BORING 105.9 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
27.22	1		SILTY SAND (SM); dark olive brown; moist; few fine GRAVEL, max. 0.2 in. dia.; medium to fine SAND; some nonplastic fines.												
25.22	2														
	3				1	14	54	56		9	115				
	4					26									
	5					28									
23.22	6		SANDY lean CLAY (CL); dark brown; about 1% fine GRAVEL, max. 0.2 in. dia.; about 46% SAND; about 53% fines.		2	7	19	78							PI, PA
	7					9									
21.22	8		Hard; black; moist; about 48% fine SAND; about 52% medium plasticity fines.		3	6	30	67		22	100	PP = >4.5 UU = 1.76			C, CR, PI, UU, PA
	9					14									
	10					16									
19.22	11		CLAYEY SAND with GRAVEL (SC); medium dense; dark gray; about 30% fine GRAVEL, max. 0.2 in. dia.; about 26% SAND; about 44% fines.		4	3	8	11							PA
	12					3									
	13					5									
15.22	14		CLAYEY SAND (SC); dark olive gray; moist; few fine GRAVEL, max. 0.2 in. dia.; medium to fine SAND; some low plasticity fines.		5	5	15	56		22	100				
	15					7									
	16					8									
13.22	17				6	5	15	83				PP = 4.25			
	18					7									
	19					8									
11.22	20		SANDY lean CLAY (CL); hard; black; moist; few fine GRAVEL, max. 0.2 in. dia.; some medium to fine SAND; medium plasticity fines.		7	7	27	56		21	109	PP = 2.0			
	21					11									
	22					16									
9.22	23				8	7	16	6							
	24					8									
	25					8									
7.22	26														
	27														
5.22	28		Very stiff; very dark gray.		9	5	26	56		30	92				C
	29					12									
	30					14									

(continued)



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REPORT TITLE BORING RECORD				HOLE ID R-22-001
DIST.	COUNTY	ROUTE	POSTMILE	EA 20-114
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus				
BRIDGE NUMBER	PREPARED BY DN		DATE 6-27-22	SHEET 1 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
3.22	25		About 1% fine GRAVEL, max. 0.2 in. dia.; about 38% SAND; about 61% fines.		10	2	7	78							PI, PA
	26		SANDY lean CLAY (CL) (continued).			3									
	27					4									
1.22	28		SILTY SAND (SM); very dark gray; moist; few fine GRAVEL, max. 0.5 in. dia.; medium to fine SAND; little nonplastic fines.		11	5	14	56		25	103				
	29					6									
-0.78	30		Very dense; dark brown; about 10% fine GRAVEL, max. 0.2 in. dia.; about 63% SAND; about 27% fines.		12	7	42	78							PA
	31					20									
	32					22									
-2.78	33		SILTY SAND (SM); dark gray; moist; trace fine GRAVEL, max. 0.2 in. dia.; medium to fine SAND; little nonplastic fines.		13	10	50	67		22	98				
	34					23									
	35					27									
-4.78	36				14	2	5	100							
	37					2									
	38		NO RECOVERY.		15	2	13	0							
	39					6									
	40					7									
-10.78	41		CLAYEY SAND (SC); medium dense; dark gray; about 56% SAND; about 44% fines.		16	1	12	100							PI, PA
	42					4									
	43		SILTY SAND (SM); dark gray; moist; fine SAND; little nonplastic fines.		17	14	39	67		30	94				
	44					19									
	45					20									
-14.78	46		SANDY CLAYEY SILT (ML/CL); dark gray; about 2% fine GRAVEL, max. 0.2 in. dia.; about 36% SAND; about 62% fines.		18	1	8	100							PA
	47					3									
	48		SILTY SAND (SM); dark gray; moist; trace fine GRAVEL, max. 0.2 in. dia.; fine SAND; little nonplastic fines.		19	7	30	67		25	101				
	49					14									
	50					16									
-20.78	51		SANDY SILT (ML); dark gray; about 1% fine GRAVEL, max. 0.2 in. dia.; about 29% SAND; about 70% fines.		20	2	7	100							PA
	52					3									
	53					4									
	54		NO RECOVERY.		21	5	16	0							
	55					7									
						9									

(continued)



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REPORT TITLE
BORING RECORD

DIST. COUNTY ROUTE POSTMILE

HOLE ID
R-22-001

EA
20-114

PROJECT OR BRIDGE NAME
Joint Ports Goods Movement Workforce Training Campus

BRIDGE NUMBER PREPARED BY
DN

DATE
6-27-22

SHEET
2 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
-26.78	55		Lean CLAY (CL); very dark gray.	X	22	2 6 4	10	100							CR
-28.78	56														
	57														
-28.78	58		SILT with SAND (ML); dark gray; moist; about 17% fine SAND; about 83% medium plasticity fines.	X	23	9 11 12	23	67		31	89				PI, PA
-30.78	59														
	60														
-30.78	61			X	24	2 7 16	23	100							
-32.78	62														
	63		SILTY SAND (SM); very dark gray; moist; fine SAND; little nonplastic fines.	X	25	11 26 29	55	67		31	92				
-34.78	64														
	65		SANDY SILT (ML); dark gray; about 31% SAND; about 69% fines.	X	26	3 5 9	14	100							PA
-36.78	66														
	67														
-38.78	68		SILTY SAND (SM); dark gray; moist; fine SAND; some nonplastic fines.	X	27	7 12 22	34	67		29	97				
	69														
-40.78	70		SANDY SILT (ML); dark gray; about 44% SAND; about 56% fines.	X	28	3 6 8	14	100							PA
-42.78	71														
	72														
-44.78	73		SILTY SAND (SM); dark gray; moist; trace fine GRAVEL, max. 0.2 in. dia.; medium to fine SAND; little nonplastic fines.	X	29	3 4 12	16	67		39	89				
	74														
	75														
-46.78	76		SILTY, CLAYEY GRAVEL (GC-GM); dense; dark gray; about 69% SAND; about 31% fines.	X	30	12 14 15	29	100							PA
	77														
-48.78	78														
	79														
-50.78	80														
	81														
-52.78	82														
	83														
-54.78	84														
	85														

(continued)



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REPORT TITLE BORING RECORD				HOLE ID R-22-001	
DIST.	COUNTY	ROUTE	POSTMILE	EA 20-114	
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus					
BRIDGE NUMBER		PREPARED BY DN		DATE 6-27-22	SHEET 3 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
	85		SANDY SILT (ML); dark gray; moist; about 35% fine SAND; about 65% nonplastic fines.	X	31	12	73	67		25	103				PI, PA
-56.78	86				33	40									
	87														
-58.78	88														
	89														
-60.78	90														
	91														
-62.78	92														
	93														
-64.78	94														
	95		SILT with SAND (ML); dark gray; about 20% SAND; about 80% fines.	X	32	12	36	100							PA
-66.78	96				17	19									
	97														
-68.78	98														
	99														
-70.78	100														
	101														
-72.78	102														
	103														
-74.78	104														
	105		Poorly graded SAND with SILT (SP-SM); dark gray; moist; medium to fine SAND; few nonplastic fines.	X	33	27		64		19	113				
-76.78	106				50/5"										
	107														
-78.78	108														
	109														
-80.78	110														
	111														
-82.78	112														
	113														
-84.78	114														
	115														

CALTRANS BORING RECORD MET-ENG FIXED 20_114.GINT.GPJ EMI CALTRANS 2013 V2.0 QLB 8/18/22



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Geotechnical and Earthquake Engineering

REPORT TITLE BORING RECORD				HOLE ID R-22-001	
DIST.	COUNTY	ROUTE	POSTMILE	EA 20-114	
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus					
BRIDGE NUMBER		PREPARED BY DN		DATE 6-27-22	SHEET 4 of 4

LOGGED BY DV	BEGIN DATE 6-21-22	COMPLETION DATE 6-21-22	BOREHOLE LOCATION (Lat/Long or North/East and Datum) N 1,737,933 E 6,487,544	HOLE ID R-22-002
DRILLING CONTRACTOR SoCal Drilling	BOREHOLE LOCATION (Offset, Station, Line)		SURFACE ELEVATION 22.9 ft	
DRILLING METHOD Rotary Wash	DRILL RIG Mayhew 1000		BOREHOLE DIAMETER 5"	
SAMPLER TYPE(S) AND SIZE(S) (ID) Mod Cal (2"), SPT (1.4")	SPT HAMMER TYPE Automatic Hammer, 140lbs, 30-in Drop		HAMMER EFFICIENCY, ERI 80%	
BOREHOLE BACKFILL AND COMPLETION Portland Cement Slurry	GROUNDWATER DURING DRILLING READINGS 29.0 ft		AFTER DRILLING (DATE) 29.0 ft on 6-21-22	TOTAL DEPTH OF BORING 105.9 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
20.95	1		Lean CLAY with SAND (CL).												
18.95	3		Very stiff; moist; few fine GRAVEL, max. 0.5 in. dia.; little fine SAND; medium plasticity fines.		1	4 7 9	16	33		20	107	PP = 2.5			CR
16.95	5		SANDY lean CLAY (CL); about 12% fine GRAVEL, max. 0.5 in. dia.; about 30% SAND; about 58% fines.		2	2 2 3	5	56							PI, PA
14.95	8		Lean CLAY with SAND (CL); very stiff; moist; trace fine GRAVEL, max. 0.2 in. dia.; few fine SAND; medium plasticity fines.		3	3 8 9	17	39		19	109	PP = 2.0			C
12.95	10				4	2 2 1	3	44							
8.95	13		SANDY lean CLAY with GRAVEL (CL); moist; little coarse GRAVEL, max. 1 in. dia.; few fine SAND; medium plasticity fines.		5	3 4 4	8	22		27	105				
6.95	15				6	1 5 7	12	67							
4.95	18		CLAYEY SAND (SC); moist; few coarse GRAVEL, max. 0.75 in. dia.; medium to fine SAND; little low plasticity fines.		7	14 25 28	53	67		13	122				
2.95	20		SILTY, CLAYEY SAND (SC-SM); medium dense; about 3% coarse GRAVEL, max. 0.75 in. dia.; about 57% SAND; about 40% fines.		8	5 11 9	20	44				PP = >4.5			PI, PA
0.95	22														
-1.05	23		CLAYEY SAND (SC); moist; few coarse GRAVEL, max. 0.75 in. dia.; medium to fine SAND; some low plasticity fines.		9	8 15 18	33	67		14	119				DS
	24														
	25														

(continued)



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REPORT TITLE BORING RECORD				HOLE ID R-22-002
DIST.	COUNTY	ROUTE	POSTMILE	EA 20-114
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus				
BRIDGE NUMBER	PREPARED BY DN		DATE 6-27-22	SHEET 1 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
-3.05	25		CLAYEY SAND (SC) (continued).		10	8	30	78							
	26					15									
	27														
-5.05	28		SANDY lean CLAY (CL); hard; moist; fine GRAVEL, max. 0.2 in. dia.; coarse to fine SAND.		11	17	64	67		12	121	PP = 2.25			
	29					31									
	30					33									
-7.05	31				12	3	24	6						CR	
	32					9									
	33		SILTY SAND (SM); moist; fine SAND; nonplastic fines.		13	7	35	67		28	96	PP = 1.5			
-11.05	34					17									
	35		Lean CLAY (CL).		14	1	6	100							
-13.05	36					2									
	37					4									
-15.05	38		SILT (ML); very stiff; moist; few fine SAND; medium plasticity fines.		15	2	18	67		35	84			C	
	39					7									
	40		SANDY SILT (ML); about 40% SAND; about 60% fines.		16	5	6	100				PP = 2.0		PI, PA	
-17.05	41					3									
	42					3									
-19.05	43		SILT (ML); stiff; moist; few fine SAND; medium plasticity fines.		17	2	7	67		30	95	PP = 1.5 UU = 2.24		UU	
-21.05	44					3									
	45		SILTY SAND (SM); loose; moist; trace fine GRAVEL, max. 0.2 in. dia.; medium to fine SAND; little nonplastic fines.		18	2	5	100		27	99				
-23.05	46					3									
	47					2									
-25.05	48				19	5	15	67				PP = 3.0			
	49					9									
-27.05	50		Medium dense; about 7% GRAVEL; about 78% SAND; about 15% fines.		20	7	20	100				PP = 0.75		PI, PA	
	51					10									
-29.05	52					10									
	53		SANDY SILT (ML); very stiff; moist; some fine SAND; low plasticity fines.		21	5	10	67		28	95				
-31.05	54					5									
	55					5									

(continued)



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REPORT TITLE BORING RECORD				HOLE ID R-22-002	
DIS.	COUNTY	ROUTE	POSTMILE	EA 20-114	
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus					
BRIDGE NUMBER		PREPARED BY DN		DATE 6-27-22	SHEET 2 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
-33.05	55		SANDY SILT (ML) (continued).		22	2 4 5	9	100				PP = 0.75			
-35.05	58		SILT (ML); stiff; moist; some fine SAND; low plasticity fines.		23	7 12 12	24	67		29	93				
-37.05	60				24	1 1 3	4	100							PI
-41.05	63		Lean CLAY (CL); very stiff; moist; few fine SAND; medium plasticity fines.		25	4 5 7	12	67		39	85				
-43.05	66				26	9 11 12	23	100							
-45.05	68		Medium stiff.		27	4 7 10	17	67		41	81				
-47.05	70		Lean CLAY with SAND (CL); about 29% SAND; about 71% fines.		28	0 0 0	0	100							PI, PA
-51.05	73		Lean CLAY (CL); medium stiff; moist; few fine SAND; medium plasticity fines.		29	8 10 12	22	67		35	87				
-53.05	76				30	6 9 16	25	100							
-55.05	78														
-57.05	80														
-59.05	82														
-61.05	84														
	85														

(continued)



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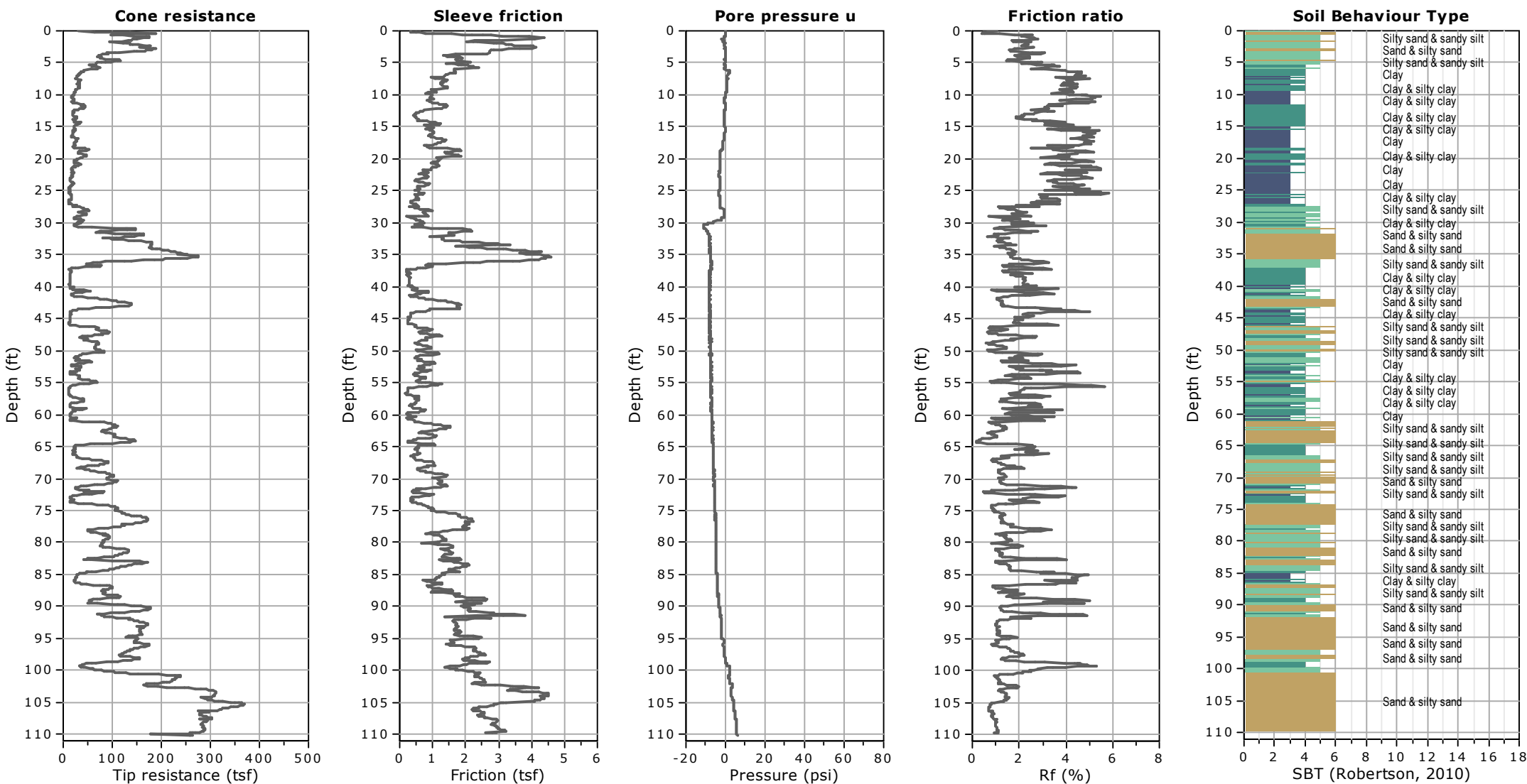
REPORT TITLE BORING RECORD				HOLE ID R-22-002	
DIST.	COUNTY	ROUTE	POSTMILE	EA 20-114	
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus					
BRIDGE NUMBER		PREPARED BY DN		DATE 6-27-22	SHEET 3 of 4

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	RQD (%)	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
-63.05	85		SILTY SAND (SM); moist; fine SAND; some nonplastic fines.	X	31	9 27 43	70	67		27	100				
	86														
	87														
-65.05	88														
	89														
-67.05	90														
	91														
-69.05	92														
	93														
-71.05	94														
	95			X	32	21 29 31	60	100							
-73.05	96														
	97														
-75.05	98														
	99														
-77.05	100														
	101														
-79.05	102														
	103														
-81.05	104														
	105			X	33	45 50/4.5"		100		20	109				
-83.05	106		Poorly graded SAND with SILT (SP-SM); moist; trace fine GRAVEL, max. 0.2 in. dia.; coarse to fine SAND; few nonplastic fines. Bottom of borehole at 105.9 ft bgs												
	107														
-85.05	108														
	109														
-87.05	110														
	111														
-89.05	112														
	113														
-91.05	114														
	115														



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REPORT TITLE BORING RECORD				HOLE ID R-22-002	
DIST.	COUNTY	ROUTE	POSTMILE	EA	20-114
PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus					
BRIDGE NUMBER		PREPARED BY DN		DATE 6-27-22	SHEET 4 of 4

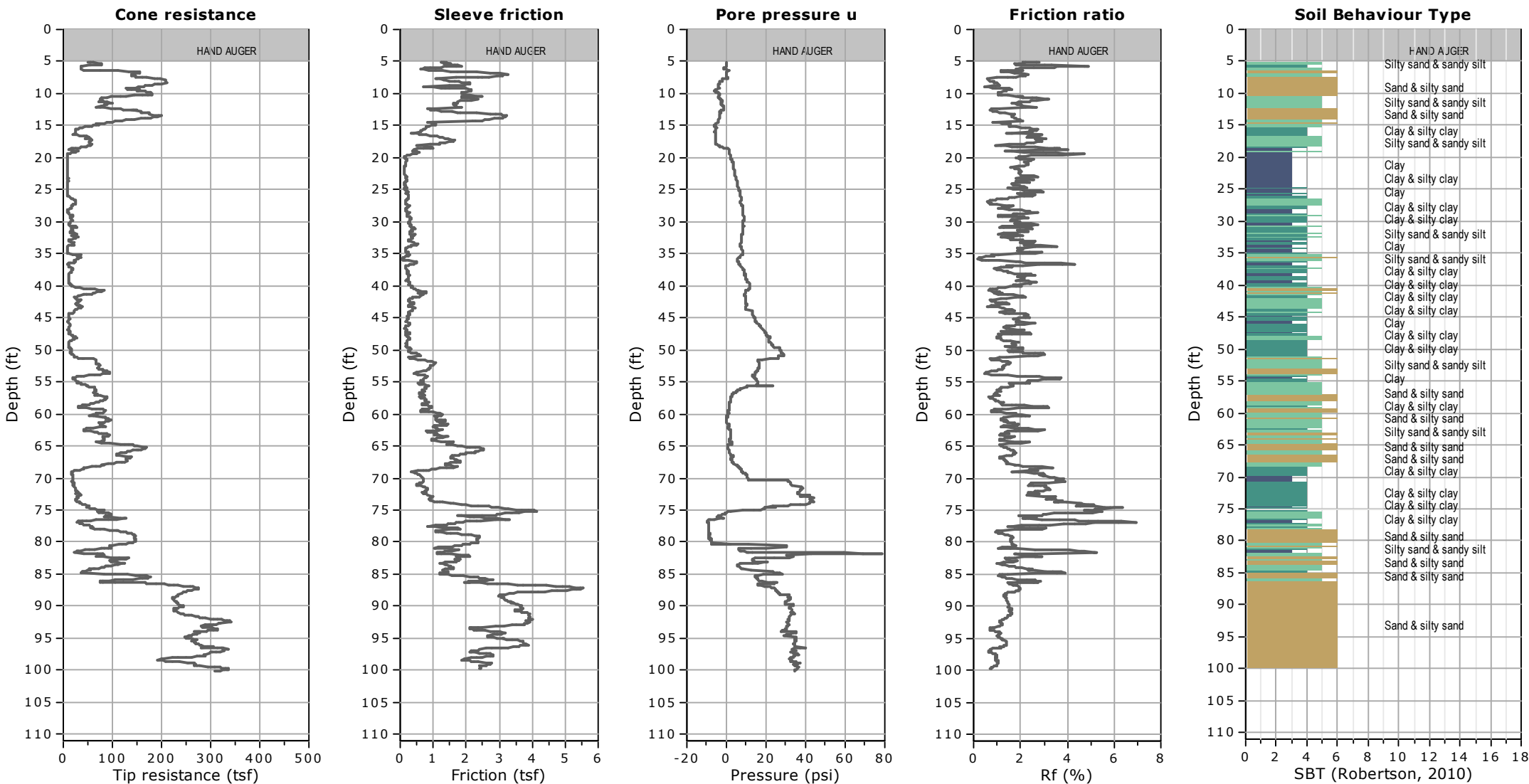


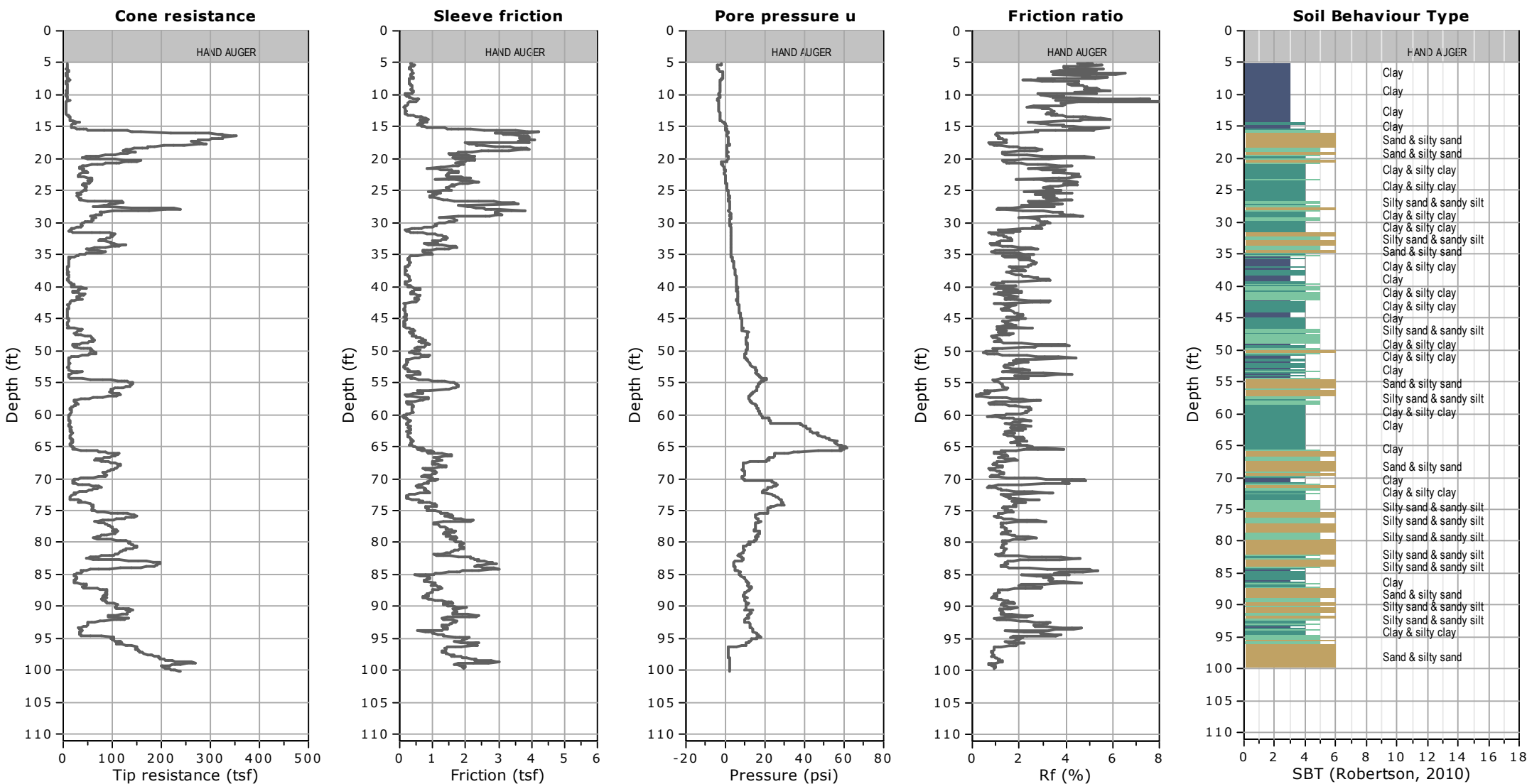


Project: Earth Mechanics / POLA Joint Ports Goods Movement Training Campus
Location: Port of Los Angeles, CA

CPT-22-002

Total depth: 100.16 ft, Date: 6/8/2022



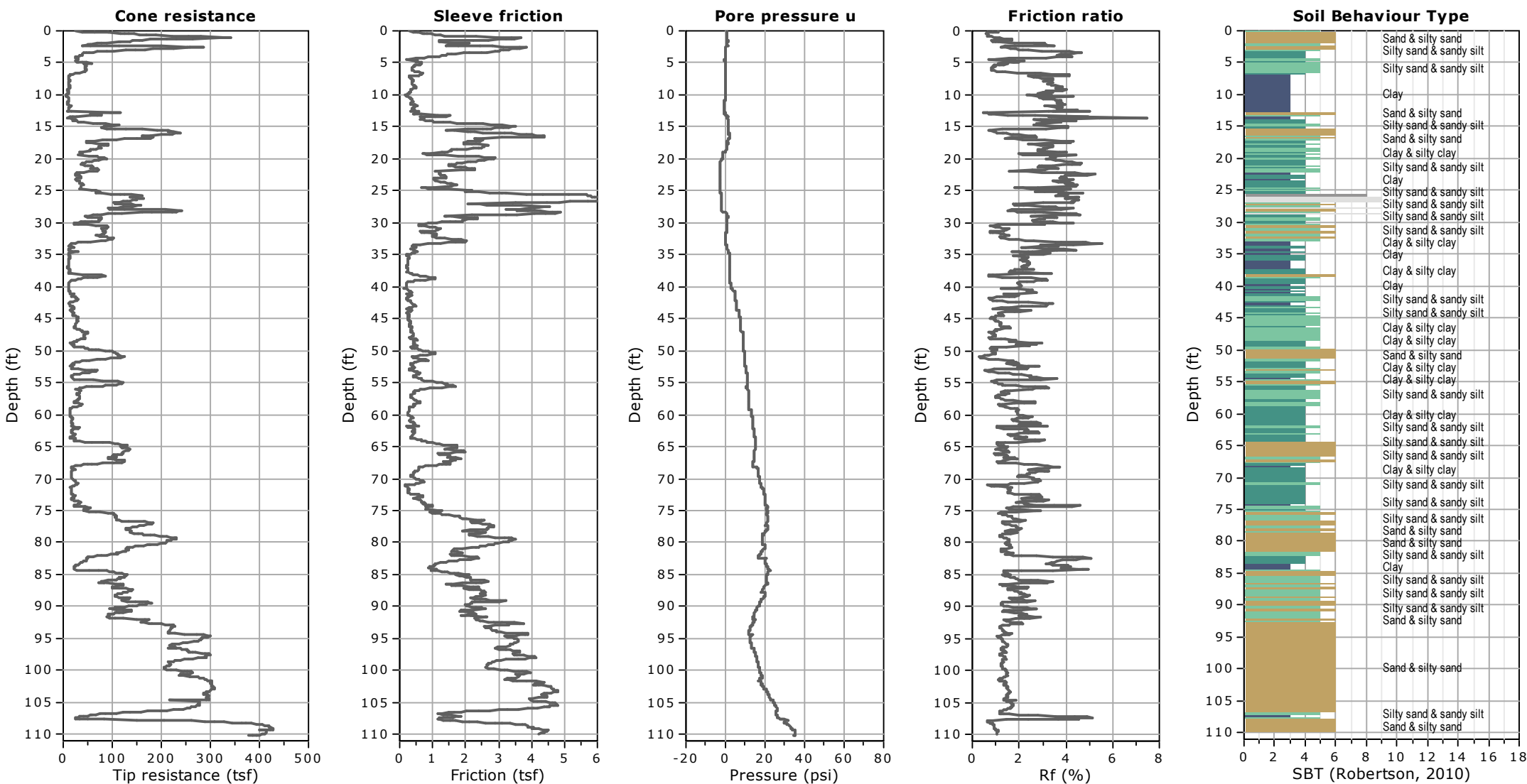




Project: Earth Mechanics / POLA Joint Ports Goods Movement Training Campus
Location: Port of Los Angeles, CA

CPT-22-004

Total depth: 110.25 ft, Date: 6/9/2022

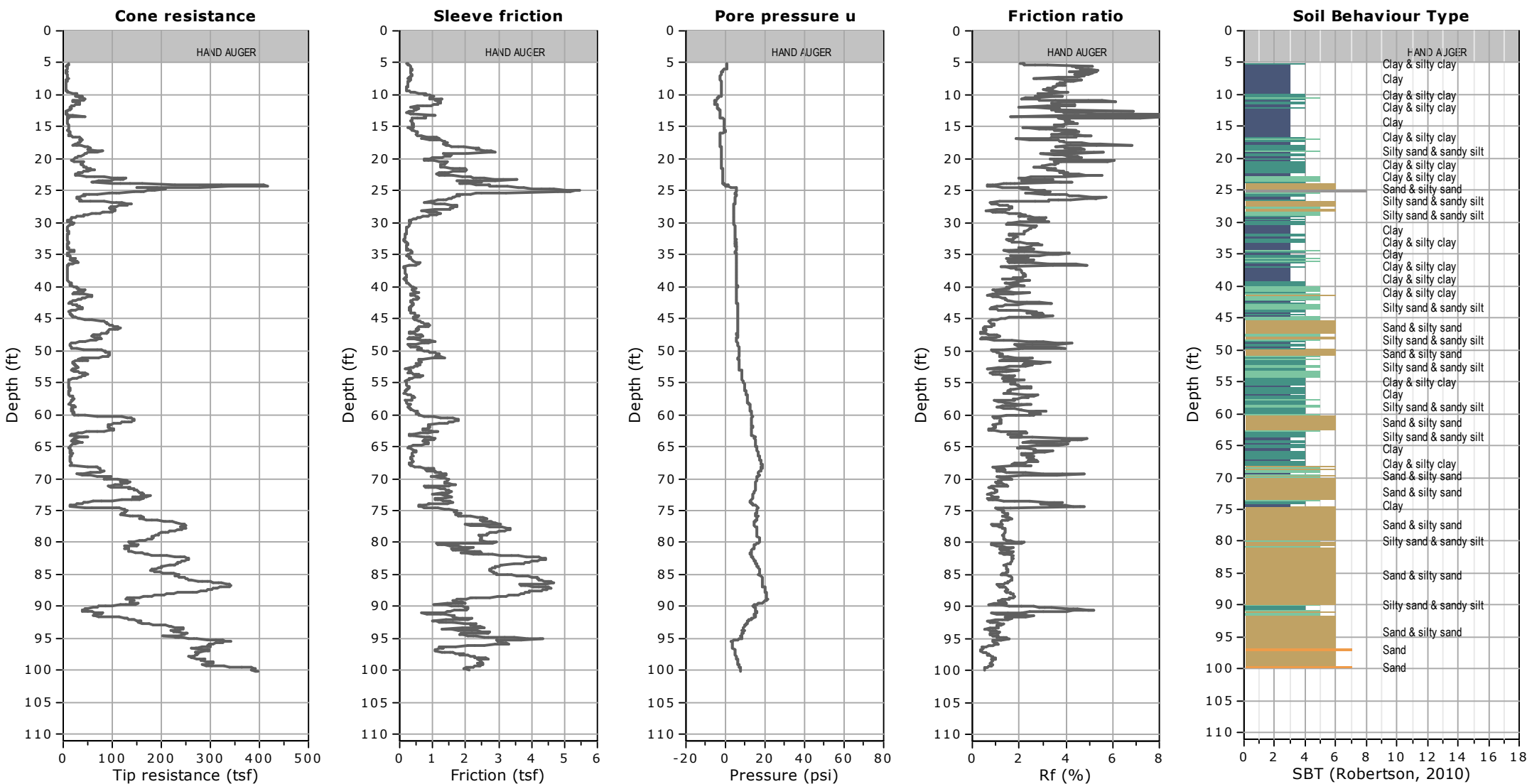




Project: Earth Mechanics / POLA Joint Ports Goods Movement Training Campus
Location: Port of Los Angeles, CA

CPT-22-005

Total depth: 100.20 ft, Date: 6/8/2022

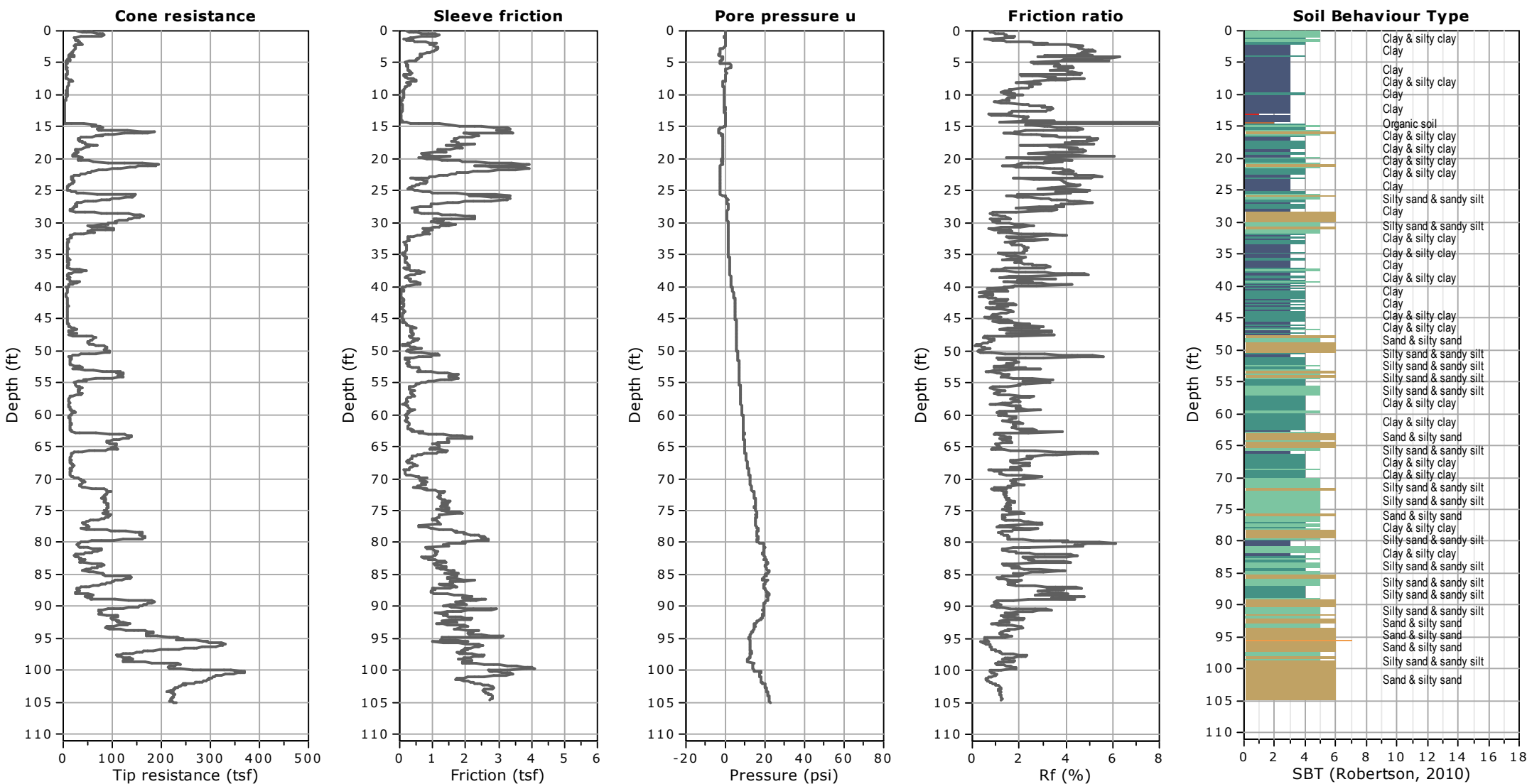




Project: Earth Mechanics / POLA Joint Ports Goods Movement Training Campus
Location: Port of Los Angeles, CA

CPT-22-006

Total depth: 105.07 ft, Date: 6/9/2022

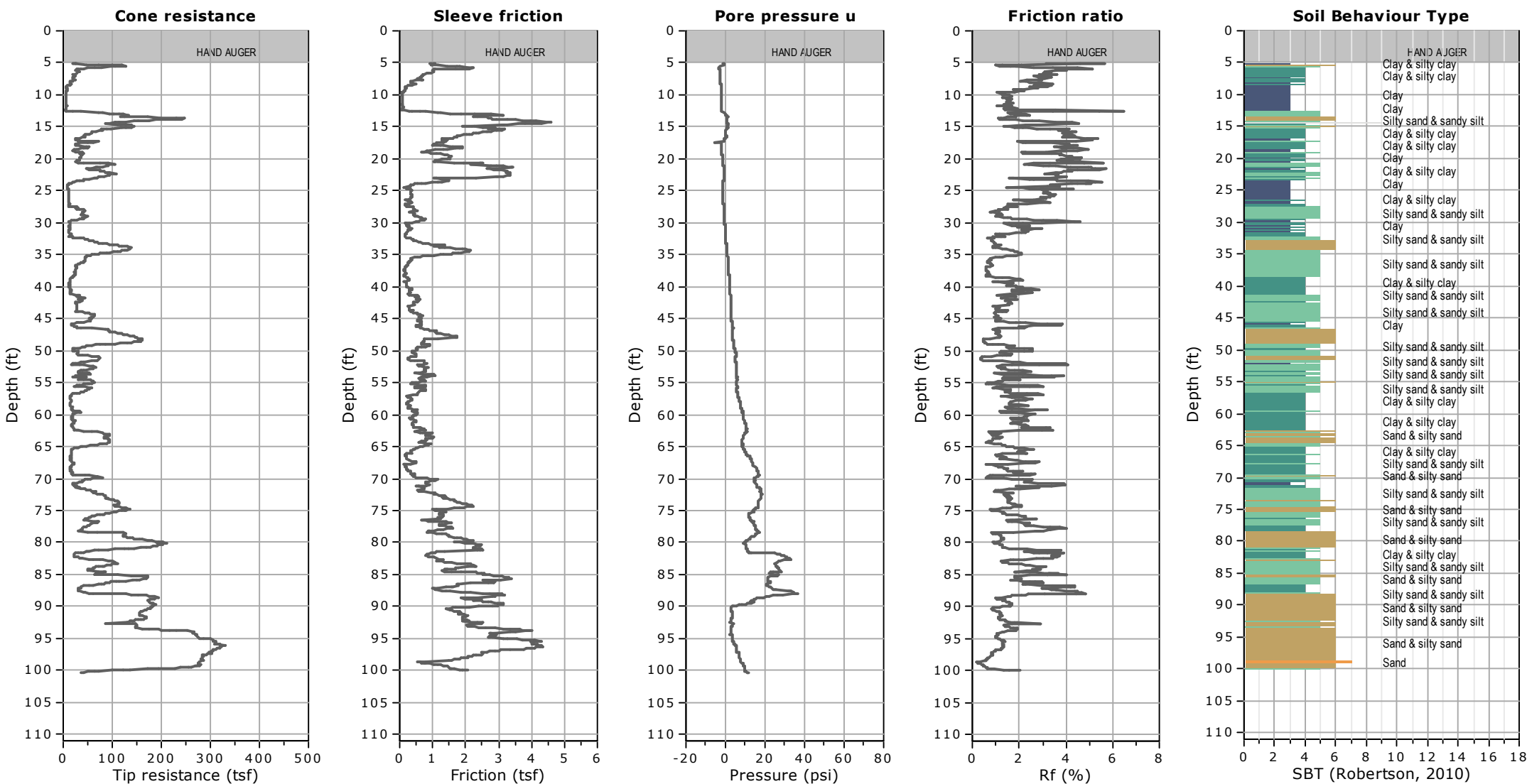


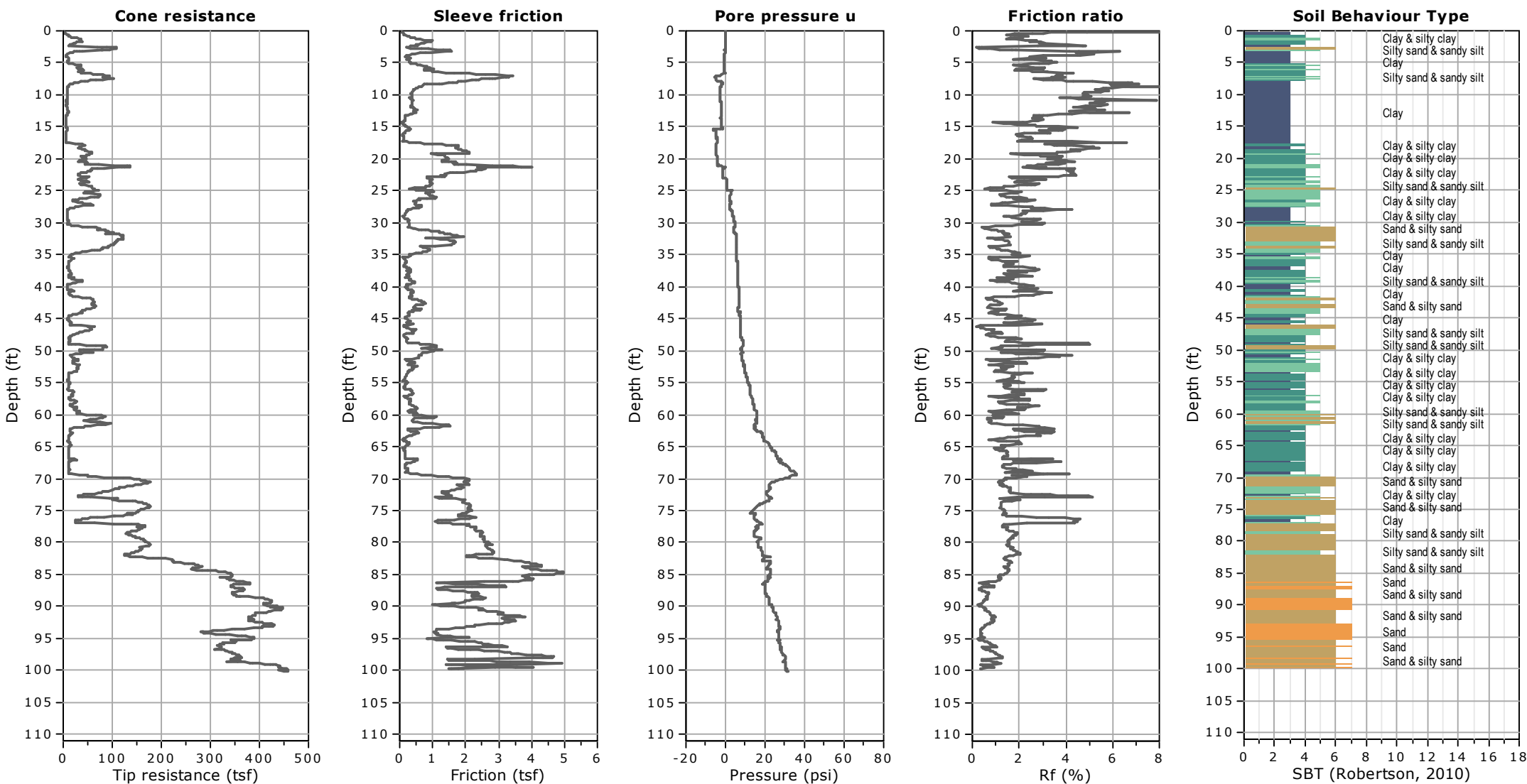


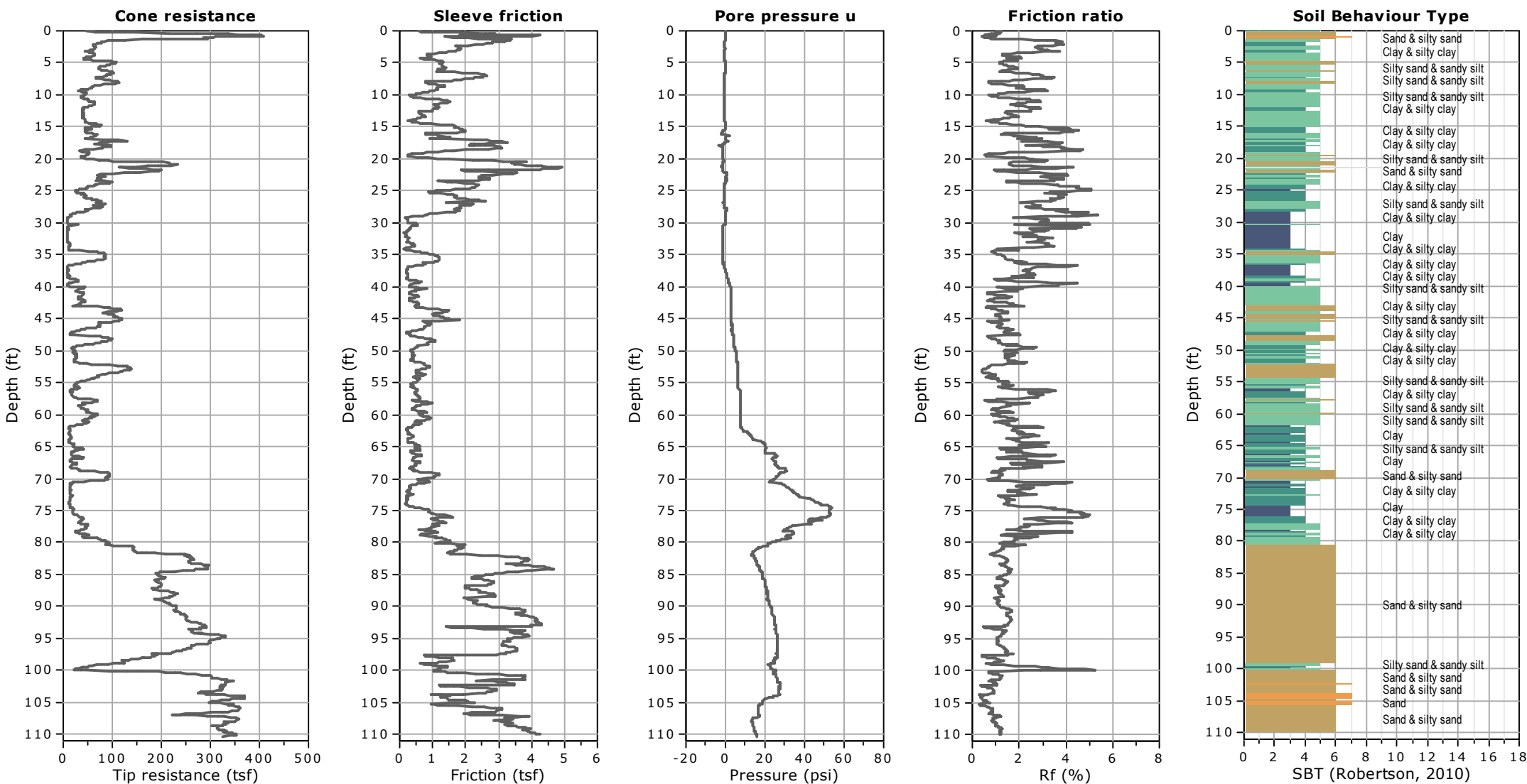
Project: Earth Mechanics / POLA Joint Ports Goods Movement Training Campus
Location: Port of Los Angeles, CA

CPT-22-007

Total depth: 100.34 ft, Date: 6/8/2022







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Port of Los Angeles, CA

CPT Shear Wave Measurements

Location	Tip Depth (ft)	Geophone Depth (ft)	Travel Distance (ft)	S-Wave Arrival (msec)	S-Wave Velocity from Surface (ft/sec)	Interval S-Wave Velocity (ft/sec)
CPT-22-001	5.02	4.02	4.49	4.06	1106	
	10.04	9.04	9.26	9.40	985	893
	15.03	14.03	14.17	16.04	884	740
	20.01	19.01	19.11	23.12	827	698
	25.07	24.07	24.15	30.08	803	724
	30.05	29.05	29.12	37.12	784	705
	35.01	34.01	34.07	43.04	792	836
	40.06	39.06	39.11	50.64	772	663
	45.08	44.08	44.13	58.58	753	632
	50.03	49.03	49.07	66.48	738	626
	55.03	54.03	54.07	74.28	728	641
	60.07	59.07	59.10	82.42	717	619
	65.06	64.06	64.09	89.82	714	674
	70.05	69.05	69.08	96.80	714	715
	75.03	74.03	74.06	103.00	719	803
	80.05	79.05	79.08	109.04	725	831
	85.01	84.01	84.03	115.64	727	751
	90.16	89.16	89.18	122.18	730	787
	95.05	94.05	94.07	128.04	735	834
	100.10	99.10	99.12	134.24	738	814
	105.15	104.15	104.17	140.04	744	871
	110.07	109.07	109.09	144.52	755	1098

Shear Wave Source Offset - 2 ft

S-Wave Velocity from Surface = Travel Distance/S-Wave Arrival
Interval S-Wave Velocity = (Travel Dist2-Travel Dist1)/(Time2-Time1)

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Port of Los Angeles, CA

CPT Shear Wave Measurements

Location	Tip Depth (ft)	Geophone Depth (ft)	Travel Distance (ft)	S-Wave Arrival (msec)	S-Wave Velocity from Surface (ft/sec)	Interval S-Wave Velocity (ft/sec)
CPT-22-006	5.05	4.05	4.52	6.20	729	
	10.07	9.07	9.29	14.88	624	550
	15.06	14.06	14.20	25.90	548	446
	20.08	19.08	19.18	31.68	606	862
	25.13	24.13	24.21	37.24	650	904
	30.05	29.05	29.12	43.36	672	802
	35.07	34.07	34.13	52.24	653	564
	40.12	39.12	39.17	61.98	632	518
	45.08	44.08	44.13	70.64	625	572
	50.00	49.00	49.04	77.70	631	696
	54.99	53.99	54.03	85.20	634	665
	60.04	59.04	59.07	92.08	642	734
	65.06	64.06	64.09	98.72	649	756
	70.05	69.05	69.08	105.76	653	708
	75.03	74.03	74.06	111.90	662	811
	80.05	79.05	79.08	118.00	670	823
	85.10	84.10	84.12	124.20	677	814
	90.06	89.06	89.08	130.30	684	813
	95.01	94.01	94.03	136.20	690	839
	100.07	99.07	99.09	141.12	702	1028
	105.05	104.05	104.07	145.80	714	1064

Shear Wave Source Offset - 2 ft

S-Wave Velocity from Surface = Travel Distance/S-Wave Arrival
Interval S-Wave Velocity = (Travel Dist2-Travel Dist1)/(Time2-Time1)

ATTACHMENT B – LABORATORY TESTING RESULTS

Project No. : 20-114		Project Name : POLA - Joint Ports Goods Movement Workforce Training Campus												
Boring No .	Sample No.	Sample Depth	Soil Identification (group symbol) ASTM D2488/D2487	Moisture Content ASTM D2216	Total Unit Weight ASTM D2937	Pocket Penetrometer	Torvane Shear	Grain Size Distribution GR:SA:FI	Sand Equivalent (CT-217)	Atterberg Limits ASTM D4318	Soil- Minimum Resistivity CT-643	Soil- pH CT-643	Soil-Soluble Sulfate Content CT-417	Soil- Moisture Free Chloride Content CT-422
		(ft)		(%)	(pcf)	(tsf)	(tsf)	(%)		(LL/PL/PI)	(ohm-cm)		(ppm)	(ppm)
R-22-001	D-1	2.5	SM	9.3	125.2									
R-22-001	S-2	5	CL					1:46:53		35/21/14				
R-22-001	D-3	7.5	CL	22.3	122.0	>4.5		0:48:52		40/24/16	100	7.7	3990	206
R-22-001	S-4	10	SC					30:26:44						
R-22-001	D-5	12.5	SC	21.8	121.8									
R-22-001	D-7	17.5	CL	20.8	132.0	4.25								
R-22-001	D-9	22.5	CL	29.7	119.4	2.0								
R-22-001	S-10	25	CL					1:38:61		37/22/15				
R-22-001	D-11	27.5	SM	25.3	129.3									
R-22-001	S-12	30	SM					10:63:27						
R-22-001	D-13	32.5	SM	21.7	119.7									
R-22-001	S-16	40	SC					0:56:44		40/24/16				
R-22-001	D-17	42.5	SM	30.2	121.8									
R-22-001	S-18	45	CL					2:36:62						
R-22-001	D-19	47.5	SM	24.7	126.5									
R-22-001	S-20	50	ML					1:29:70						
R-22-001	S-22	55	CL								76	7.9	3113	284
R-22-001	D-23	57.5	ML	31.4	117.4			0:17:83		37/26/11				
R-22-001	D-25	62.5	SM	31.3	120.8									
R-22-001	S-26	65	ML					0:31:69						
R-22-001	D-27	67.5	SM	28.7	124.8									
R-22-001	S-28	70	ML					0:44:56						
R-22-001	D-29	72.5	SM	39.2	123.5									
R-22-001	S-30	75	SM					0:69:31						
R-22-001	D-31	85	ML	24.8	128.7			0:35:65						
R-22-001	S-32	95	ML					0:20:80						
R-22-001	D-33	105	SP-SM	19.1	134.9									
R-22-002	D-1	2.5	CL	19.7	127.5	2.5					98	7.5	4970	218
R-22-002	S-2	5	CL					12:30:58		37/21/16				
R-22-002	D-3	7.5	CL	19.4	130.1	2.0								
R-22-002	D-5	12.5	CL	27.0	133.9									
R-22-002	D-7	17.5	SC	13.2	138.1									
R-22-002	S-8	20	SC-SM					3:57:40		22/16/6				
R-22-002	D-9	22.5	SC	14.1	136.2									
R-22-002	D-11	27.5	SC to CL	12.0	135.6	>4.5								
R-22-002	D-13	32.5	ML to SM	27.6	122.2									
R-22-002	S-14	35	CL								45	7.5	3359	241
R-22-002	D-15	37.5	ML	34.9	113.8	2.25								
R-22-002	S-16	40	ML					0:40:60		31/24/7</				

CORROSIVITY TEST SUMMARY

Boring No.	Sample No.	Dept h	Soil Description	Resistivity	pH	Sulfate Content	Chloride Content
		(ft.)		(ohm-cm)		(ppm)	(ppm)
R-22-001	D-3	15	Black SANDY lean CLAY (CL)	100	7.7	3990	206
R-22-001	S-22	55	Black SANDY lean CLAY (CL)	76	7.88	3116	284
R-22-002	D-1	2.5	Black SANDY lean CLAY (CL)	98	7.47	4970	218
R-22-002	S-14	35	Black SANDY lean CLAY (CL)	45	7.50	3359	241



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[Task 10 - Joint Ports Goods Movement Workforce Training Campus](#)

CORROSIVITY TEST (CT-643,CT-417,CT-422)

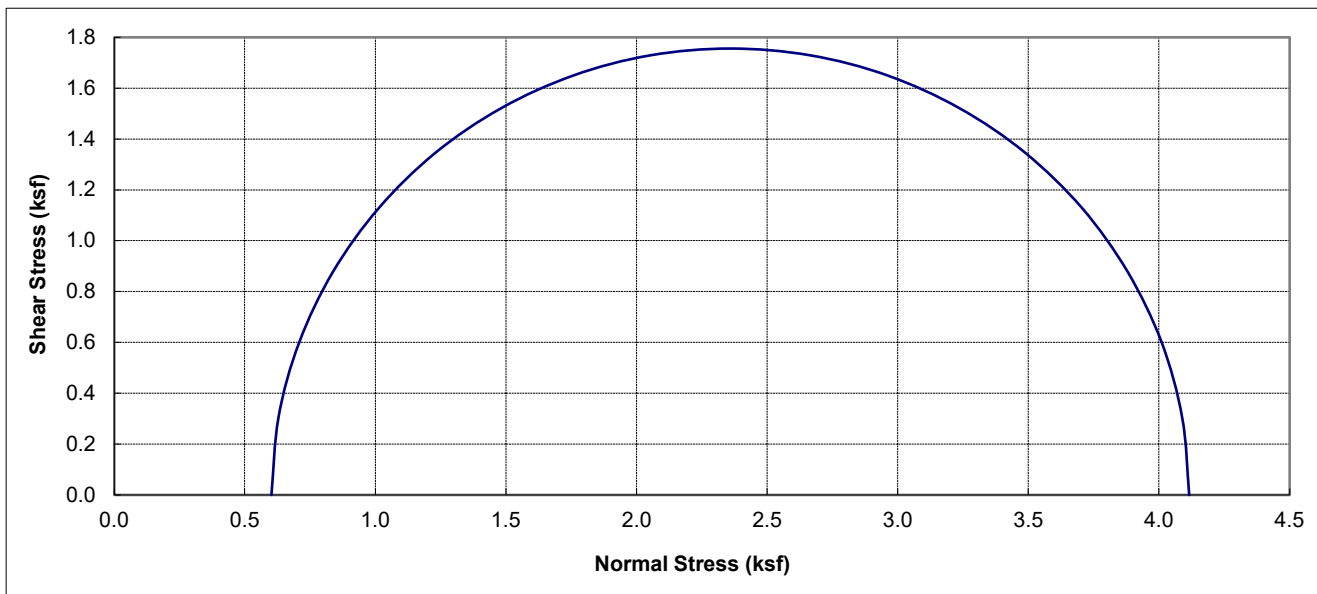
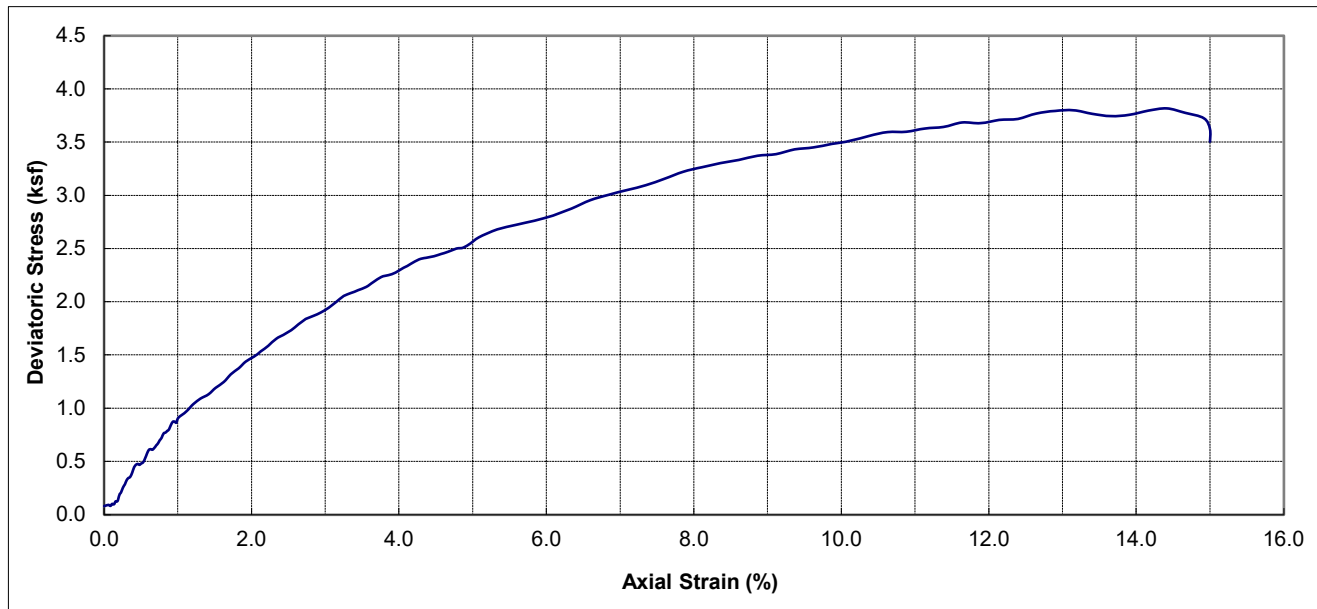
Project No. : 20-114

Date : 04/03/09

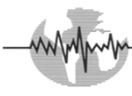
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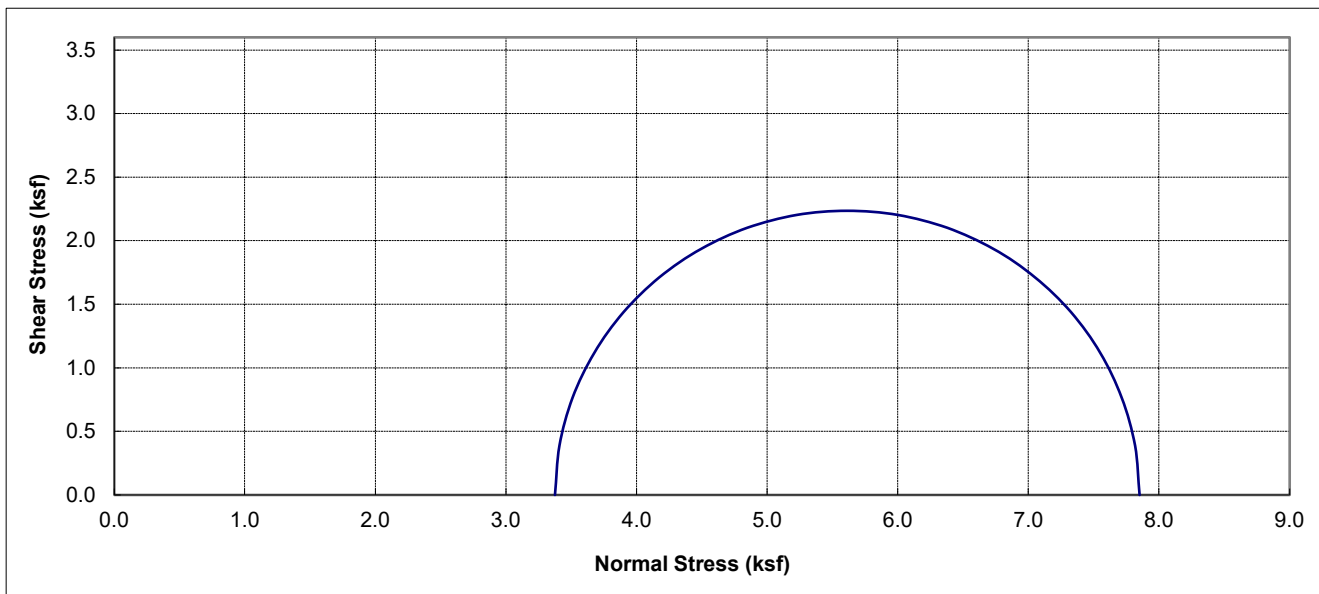
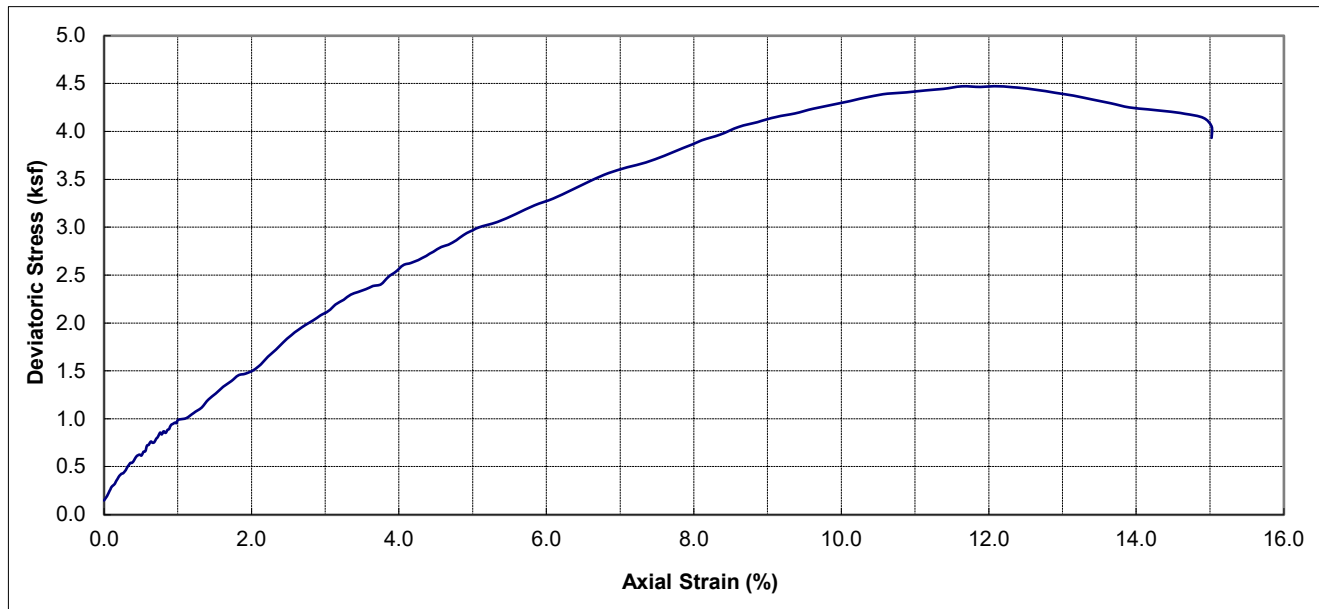


Cobbles		Gravel		Sand			Silt or Clay
		Coarse	Fine	Coarse	Medium	Fine	
Symbol	Boring Number	Sample Number	Depth (ft) (m)		Soil Color	Soil Description	U.S.C.S.
●	A-22-001	D-3	7.5		dark gray	Sandy lean clay	CL
Remark							



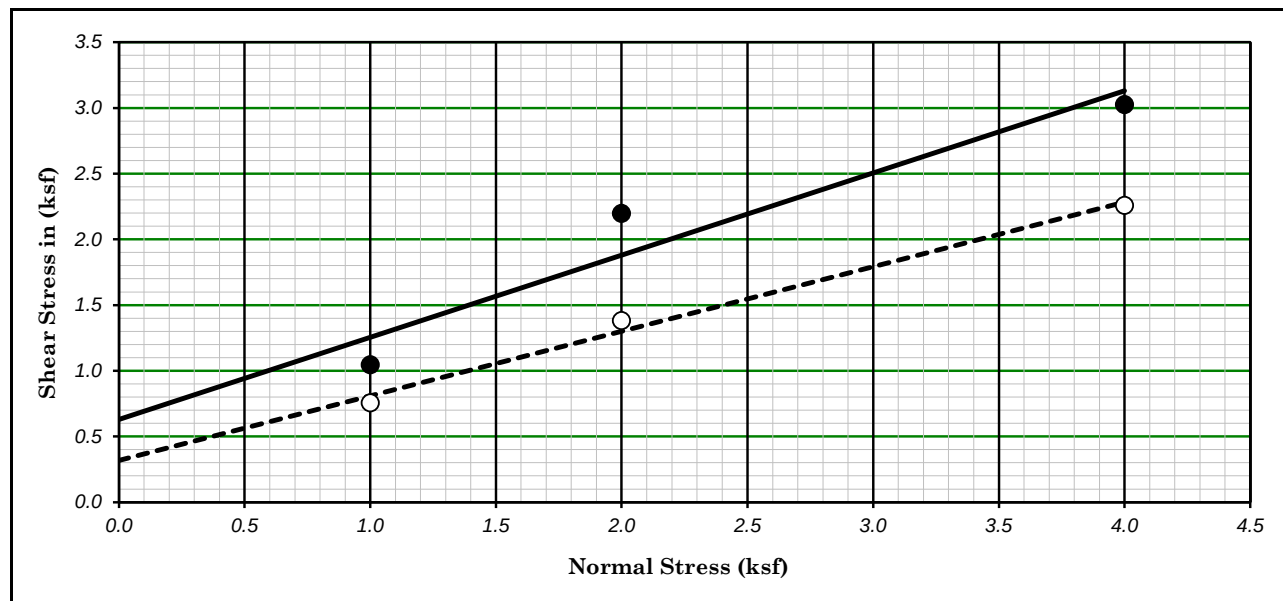
Boring No.	Sample No.	Depth (ft)	Soil Type	Dry Density (pcf)	Moisture Content (%)	Conf. Stress (ksf)	10% Axial Strain Dev. Stress (ksf)	Initial Saturation (%)
R-22-001	D-3	7.5	Very dark gray, Lean CLAY (CL)	91.2	29.66	0.60	3.51	94.5

 Earth Mechanics, Inc. Geotechnical and Earthquake Engineering	Task 10 - Joint Ports Goods Movement Workforce Training Campus	
	UNCONSOLIDATED UNDRAINED TEST (ASTM D2850)	
Project No. : 20-114	Date : 07/03/22	Figure No. :

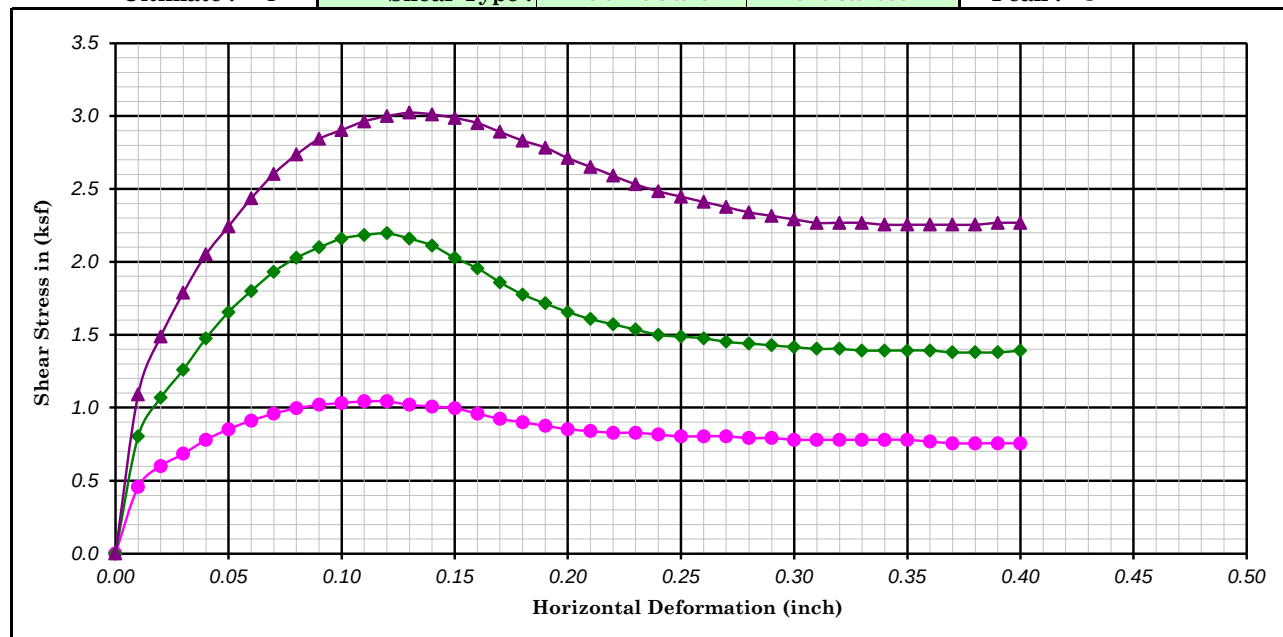


Boring No.	Sample No.	Depth (ft)	Soil Type	Dry Density (pcf)	Moisture Content (%)	Conf. Stress (ksf)	Max Dev. Stress (ksf)	Initial Saturation (%)
R-22-002	D-17	42.5	Dark gray, SILT with SAND (ML)	92.5	29.90	3.38	4.47	98.3

 Earth Mechanics, Inc. Geotechnical and Earthquake Engineering		Task 10 - Joint Ports Goods Movement Workforce Training Campus	
		UNCONSOLIDATED UNDRAINED TEST	
Project No. : 20-114		Date : 07/03/22	
		(ASTM D2850)	
		Figure No. :	



Ultimate : ○ Shear Type : Field Moisture Undisturbed Peak : ●



Boring No. : R-22-002		Strength Intercept (C) :		0.63	(ksf)	Peak	0.32	(ksf)	Ultimate	
Sample No. : D-9				30.16	(kPa)		15.23	(kPa)		
Depth (ft/m) : 22.5	0.00	Friction Angle (ϕ) :		32.00	Degree		26.16	Degree		
Description : Very dark gray, CLAYEY SAND (SC)				Shear Rate (inch/minute) : 0.02						
SYMBOL	MOISTURE CONTENT (%)	DRY DENSITY		VOID RATIO	NORMAL STRESS		PEAK STRESS		ULTIMATE STRESS	
		(pcf)	(kN/m ³)		(ksf)	(kPa)	(ksf)	(kPa)	(ksf)	(kPa)
●	18.24	112.72	17.74	0.50	1.00	47.88	1.04	49.99	0.76	36.20
◆	18.19	111.73	17.59	0.51	2.00	95.76	2.20	105.14	1.38	66.07
▲	17.79	115.23	18.14	0.46	4.00	191.52	3.02	144.79	2.26	108.02



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Geotechnical and Earthquake Engineering

Task 10 - Joint Ports Goods Movement Workforce Training Campus

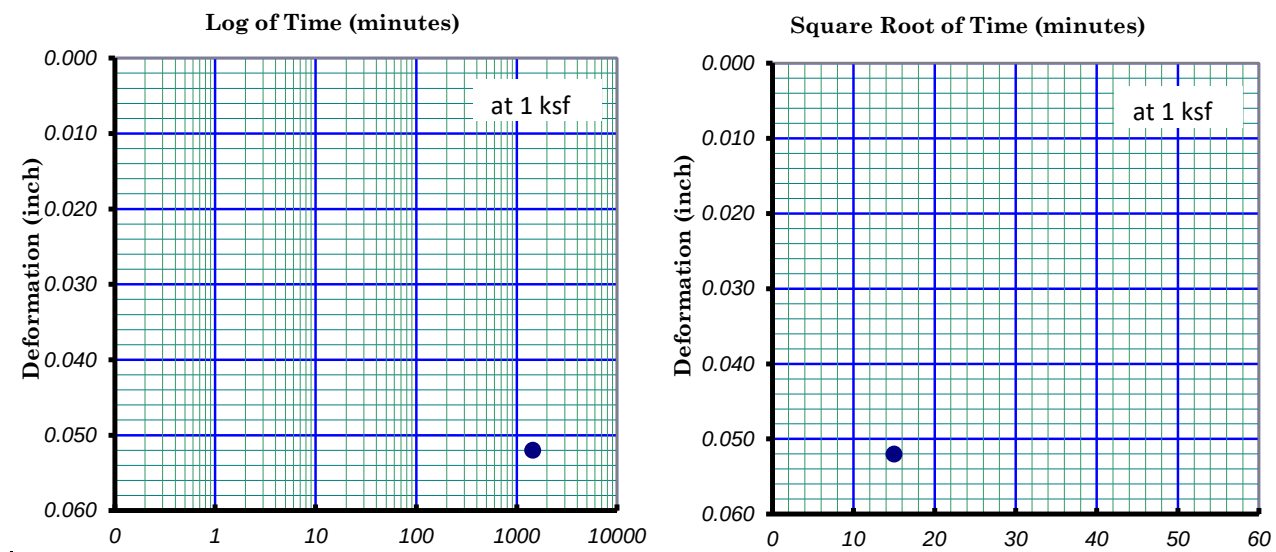
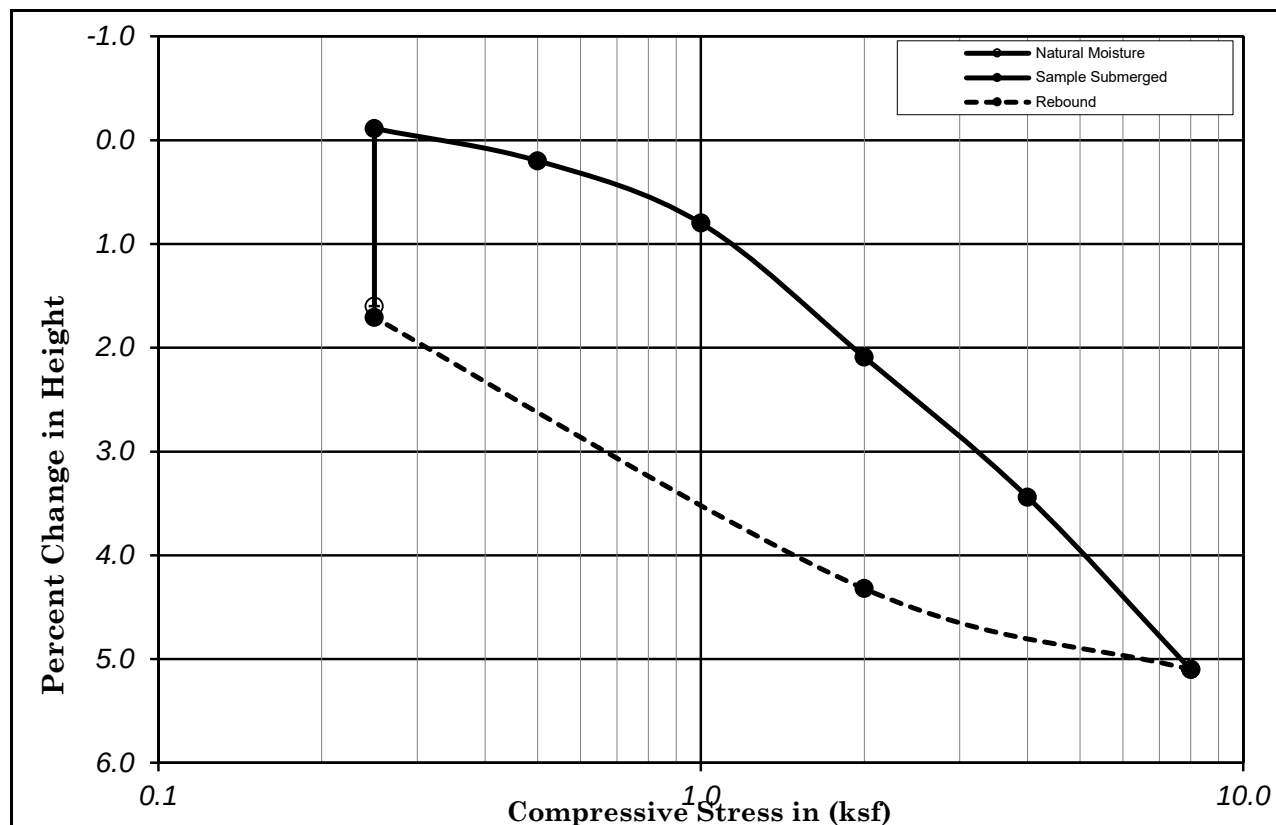
Project No. : 20-114

Date : 07/05/22

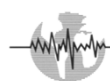
DIRECT SHEAR TEST

(ASTM D-3080)

Figure No.



Boring No. : <i>R-22-001</i>				Liquid Limit : -			Moisture Content (%)	Dry Density		Percent Saturation	Void Ratio
Sample No. : <i>D-3</i>				Plastic Limit : -				(pcf)	(kN/m³)		
Depth	(ft) :	<i>15.0</i>	<i>16.5</i>	Plastic Index : -		Initial	<i>28.40</i>	<i>94.46</i>	<i>14.87</i>	<i>97.75</i>	<i>0.78</i>
	(m) :	<i>4.58</i>	<i>5.03</i>	Specific Gravity : <i>2.70</i>		Final	<i>29.04</i>	<i>96.13</i>	<i>15.13</i>	<i>104.07</i>	<i>0.75</i>
Description : <i>Dark gray, SANDY lean CLAY (CL)</i>											

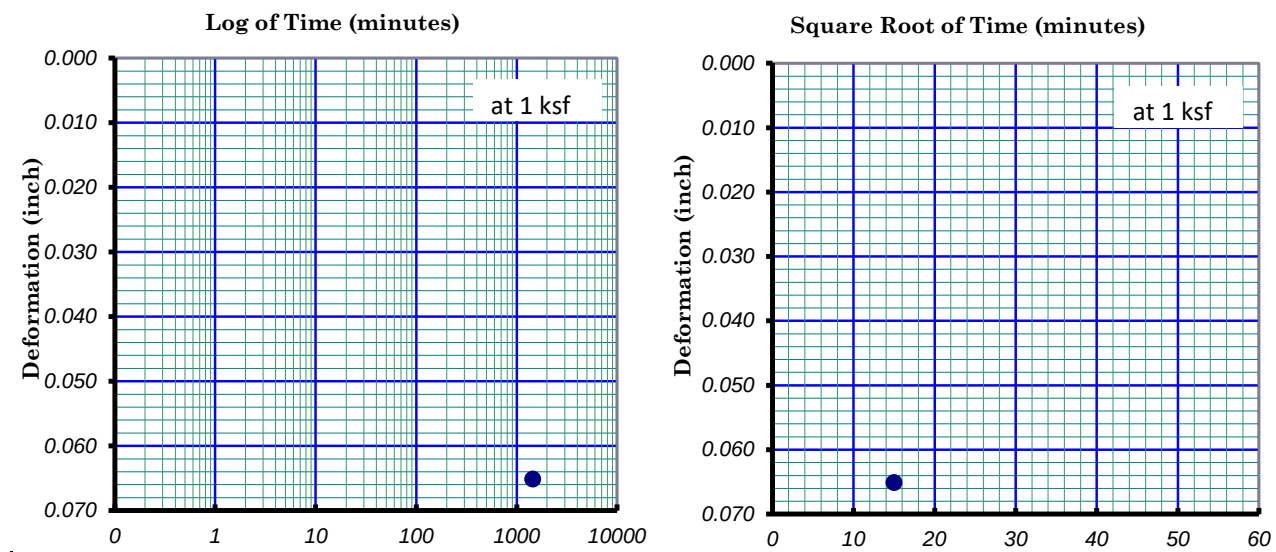
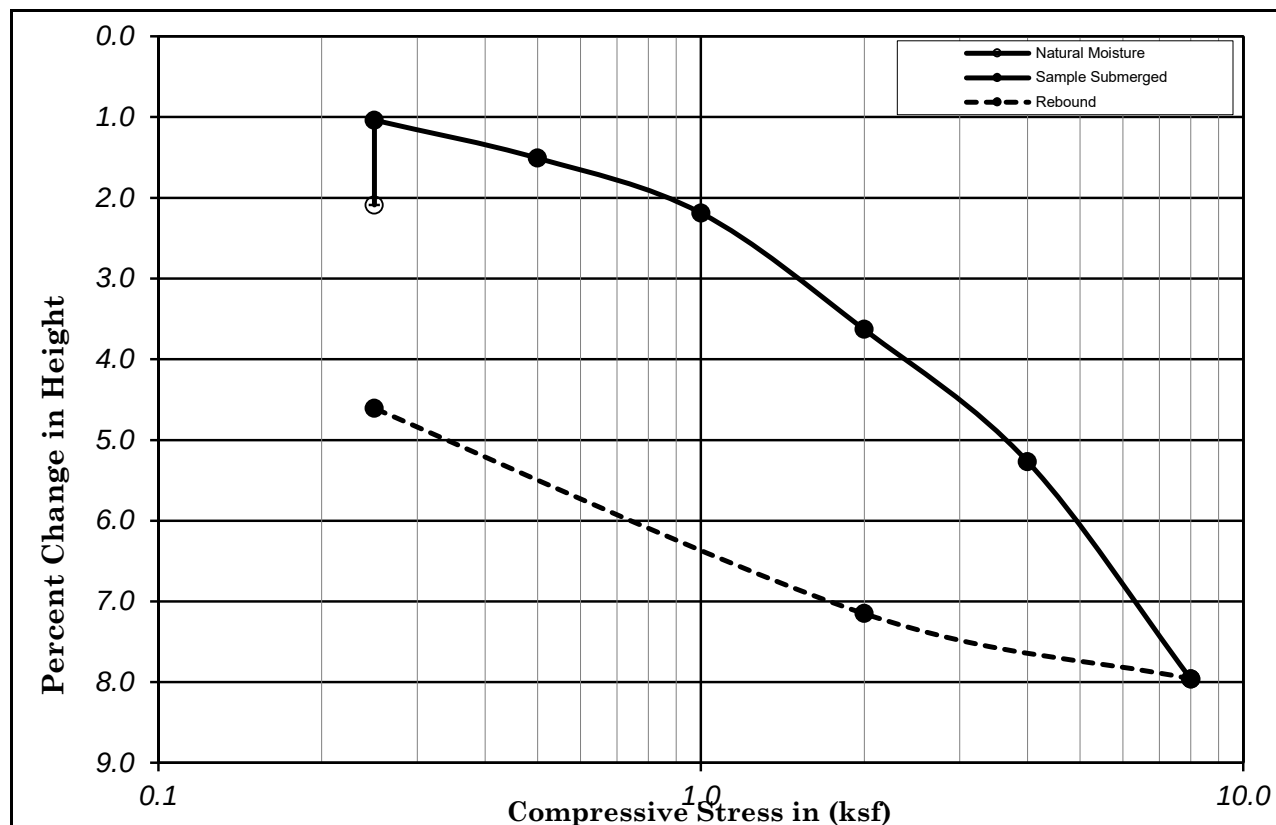


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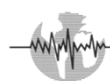
Task 10 - Joint Ports Goods Movement Workforce Training Campus

Project No. : **20-114** **07/18/22**

CONSOLIDATION TEST
(ASTM D-2435 / CT-219)



Boring No. : <i>R-22-001</i>				Liquid Limit : -			Moisture		Dry Density		Percent		Void
Sample No. : <i>D-9</i>				Plastic Limit : -			Content (%)		(pcf)		Saturation		
Depth	(ft) :	<i>22.5</i>	<i>24.0</i>	Plastic Index : -			Initial	<i>28.45</i>	<i>93.24</i>	<i>14.68</i>	<i>95.10</i>	<i>0.81</i>	
	(m) :	<i>6.86</i>	<i>7.32</i>	Specific Gravity : <i>2.70</i>			Final	<i>28.02</i>	<i>97.81</i>	<i>15.40</i>	<i>104.57</i>	<i>0.72</i>	
Description : <i>Very dark gray, SANDY lean CLAY (CL)</i>													

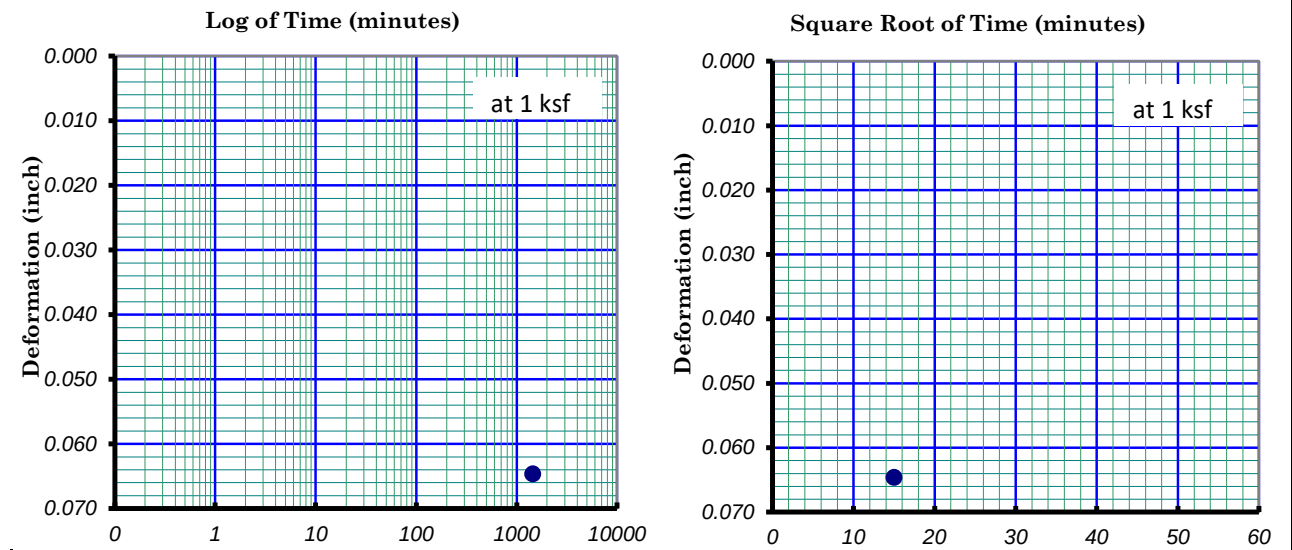
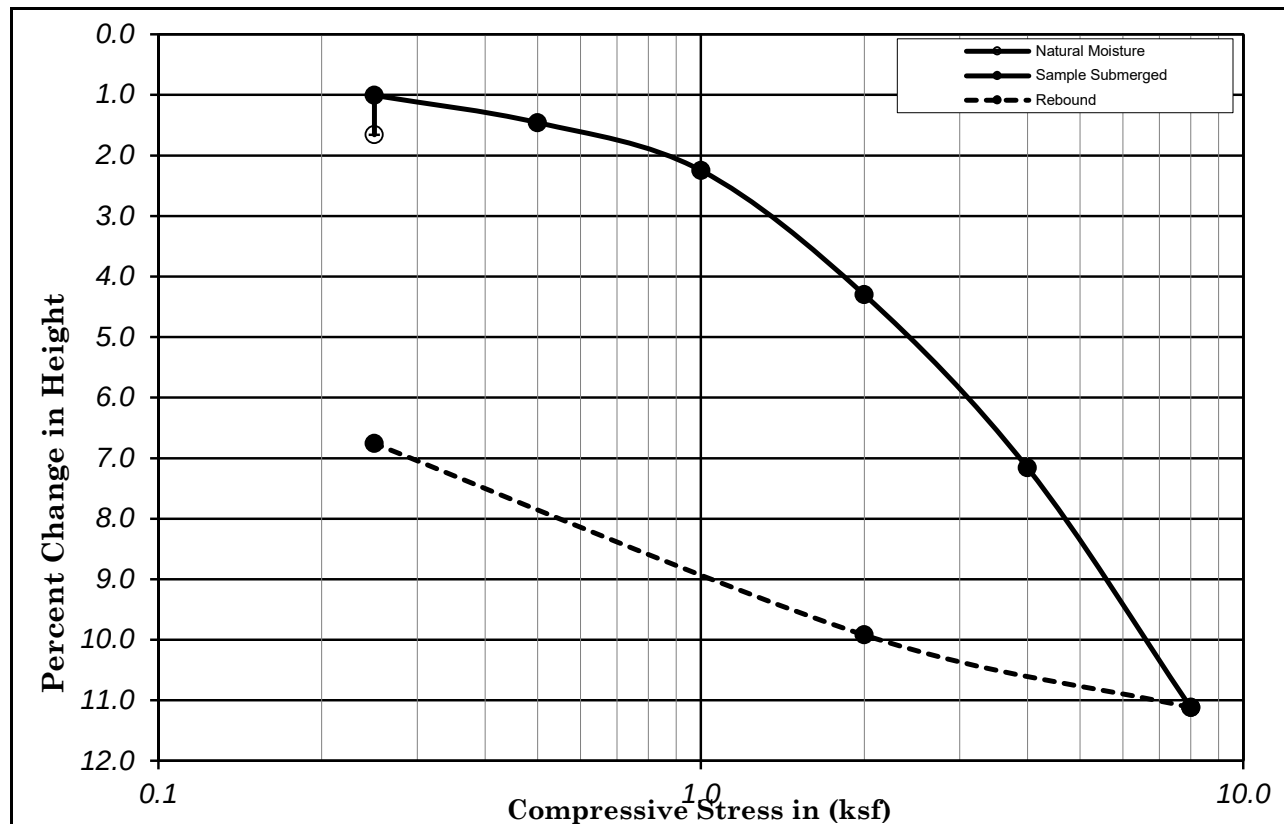


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Geotechnical and Earthquake Engineering

Task 10 - Joint Ports Goods Movement Workforce Training Campus

Project No. : **20-114** **07/18/22**

CONSOLIDATION TEST
(ASTM D-2435 / CT-219)



Boring No. : <i>R-22-002</i>				Liquid Limit : -			Moisture Content (%)		Dry Density		Percent Saturation	Void Ratio
Sample No. : <i>D-15</i>				Plastic Limit : -					(pcf)	(kN/m ³)		
Depth	(ft)	<i>37.5</i>	<i>39.0</i>	Plastic Index : -		Initial	<i>45.13</i>	<i>77.60</i>	<i>12.21</i>	<i>103.94</i>	<i>1.17</i>	
	(m)	<i>11.44</i>	<i>11.90</i>	Specific Gravity : <i>2.70</i>		Final	<i>40.71</i>	<i>83.27</i>	<i>13.11</i>	<i>107.30</i>	<i>1.02</i>	
Description : <i>Dark olive gray, SANDY SILT (ML)</i>												

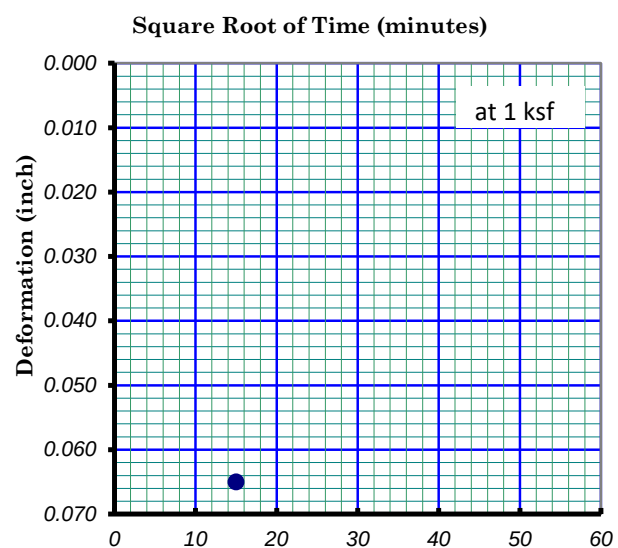
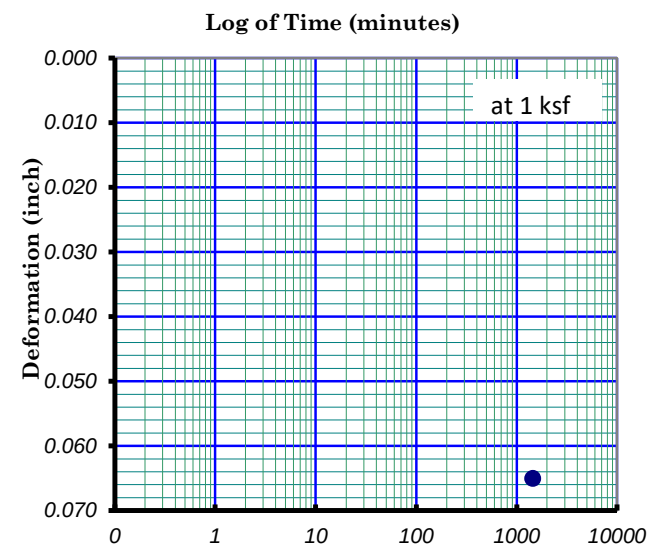
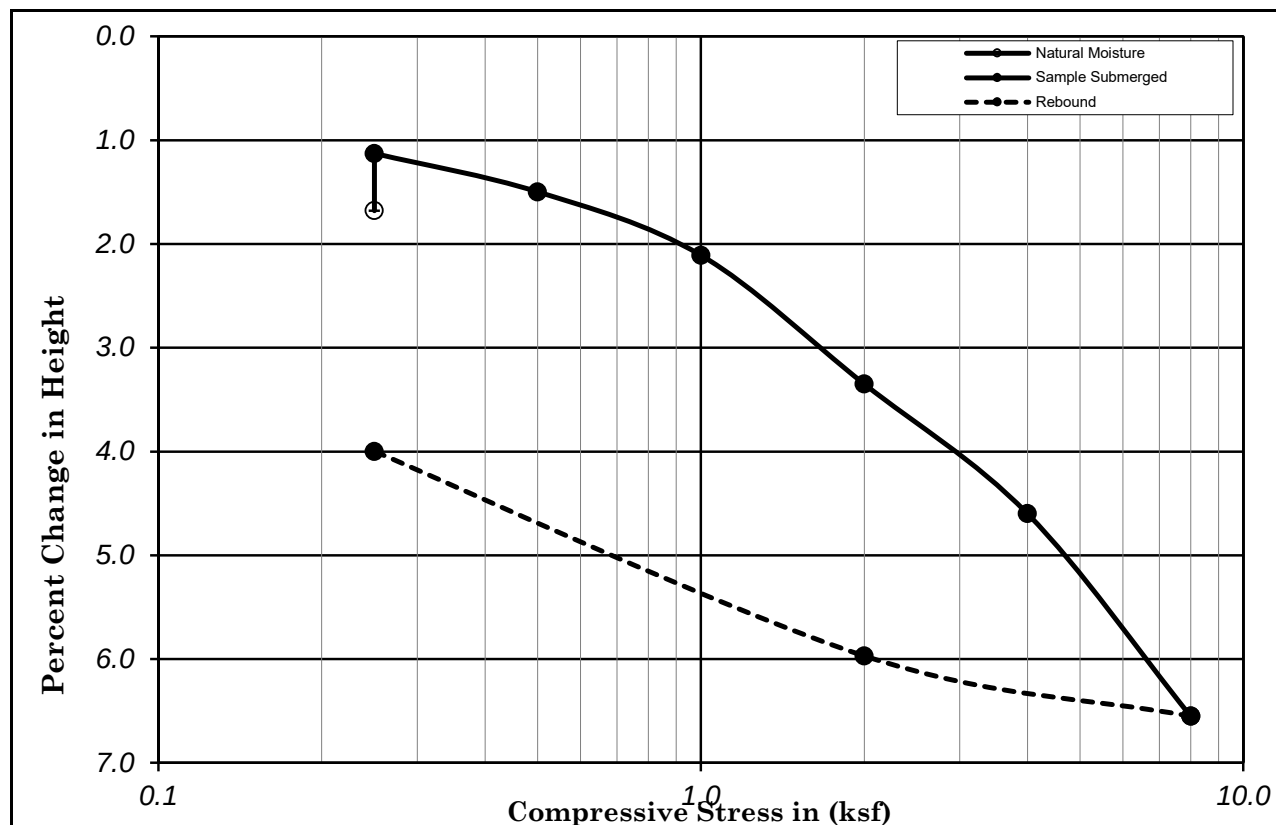


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Task 10 - Joint Ports Goods Movement Workforce Training Campus

Project No. : **20-114** **07/18/22**

CONSOLIDATION TEST
(ASTM D-2435 / CT-219)



Boring No. : <i>R-22-002</i>				Liquid Limit : <i>-</i>			Moisture Content (%)	Dry Density		Percent Saturation	Void Ratio
Sample No. : <i>D-3</i>				Plastic Limit : <i>-</i>				(pcf)	(kN/m³)		
Depth	(ft) :	<i>7.5</i>	<i>9.0</i>	Plastic Index : <i>-</i>		Initial	<i>22.85</i>	<i>105.24</i>	<i>16.57</i>	<i>102.53</i>	<i>0.60</i>
	(m) :	<i>2.29</i>	<i>2.75</i>	Specific Gravity : <i>2.70</i>		Final	<i>21.83</i>	<i>109.77</i>	<i>17.28</i>	<i>110.04</i>	<i>0.54</i>
Description : <i>Very dark gray, SANDY lean CLAY (CL)</i>											



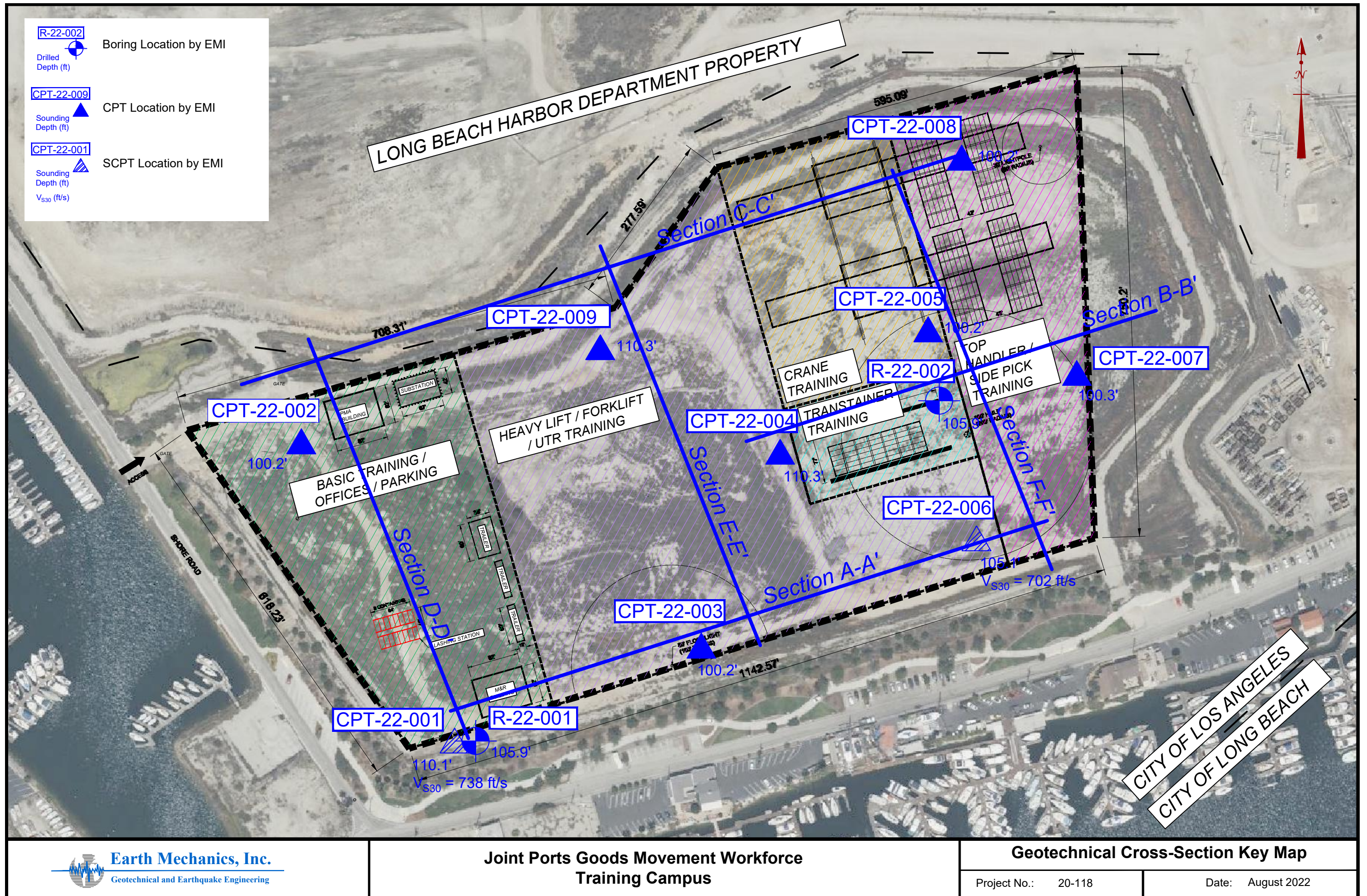
Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

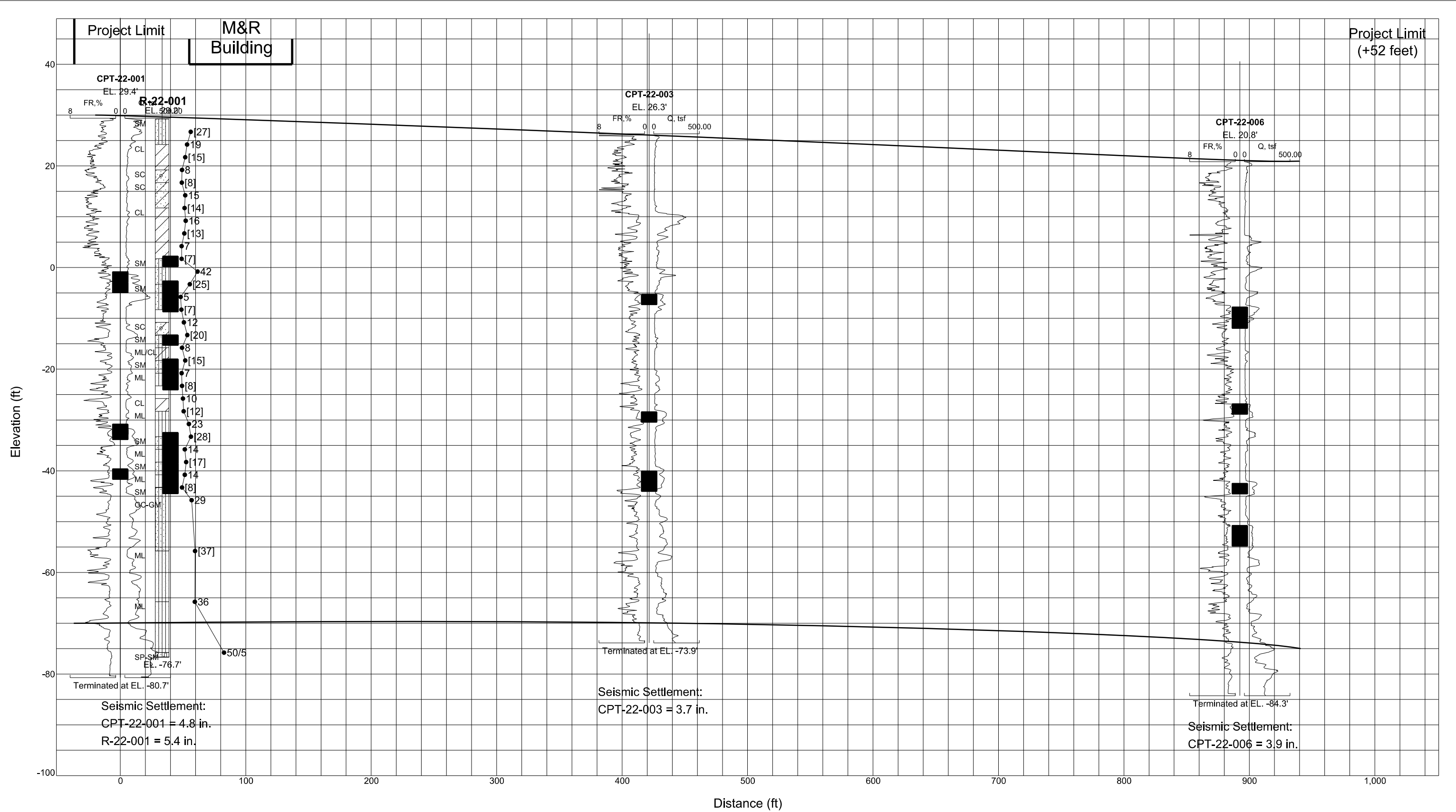
Task 10 - Joint Ports Goods Movement Workforce Training Campus

Project No. : **20-114** **07/18/22**

CONSOLIDATION TEST
(ASTM D-2435 / CT-219)

ATTACHMENT C – GEOTECHNICAL CROSS-SECTIONS





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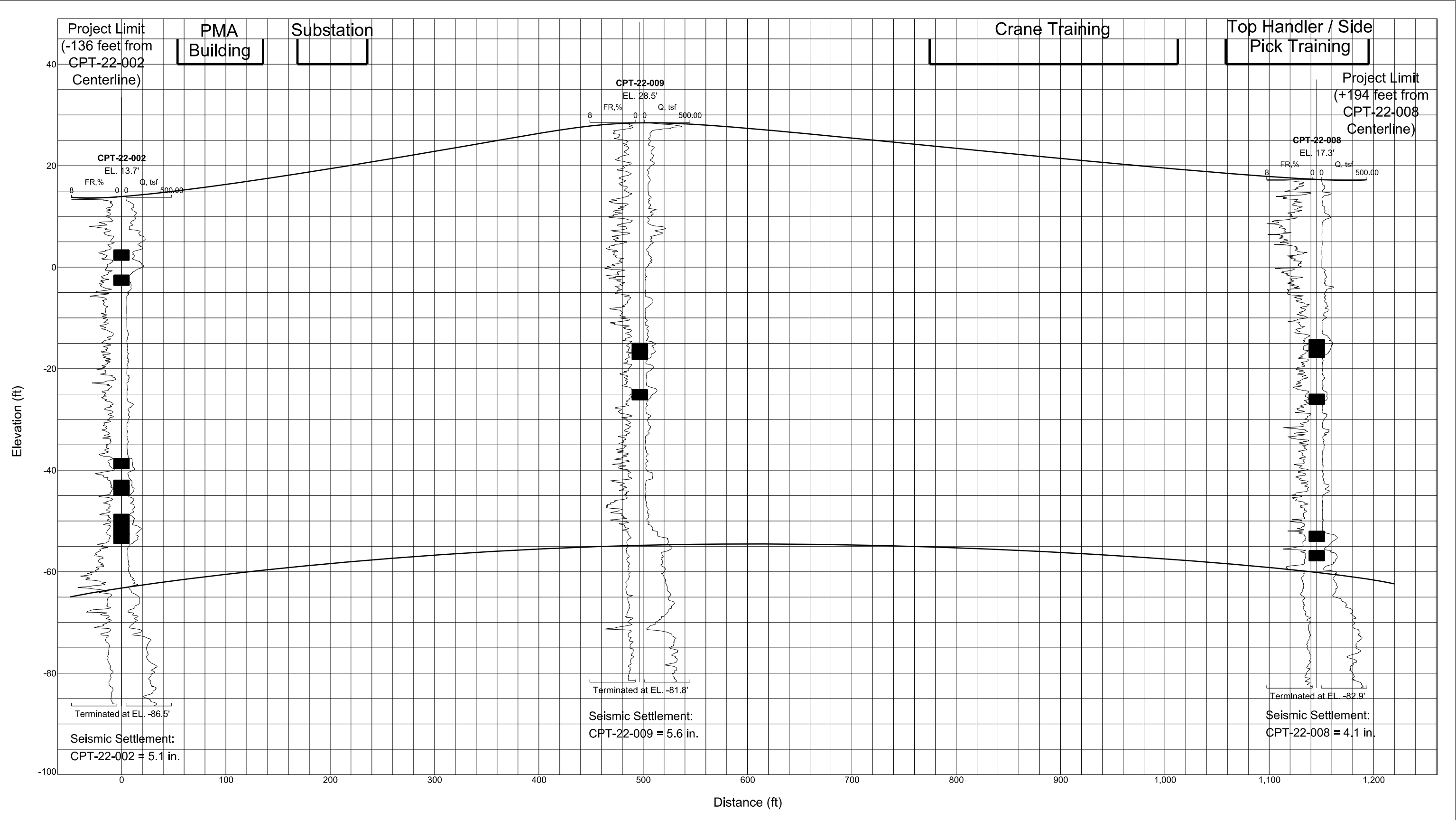
LEGEND:

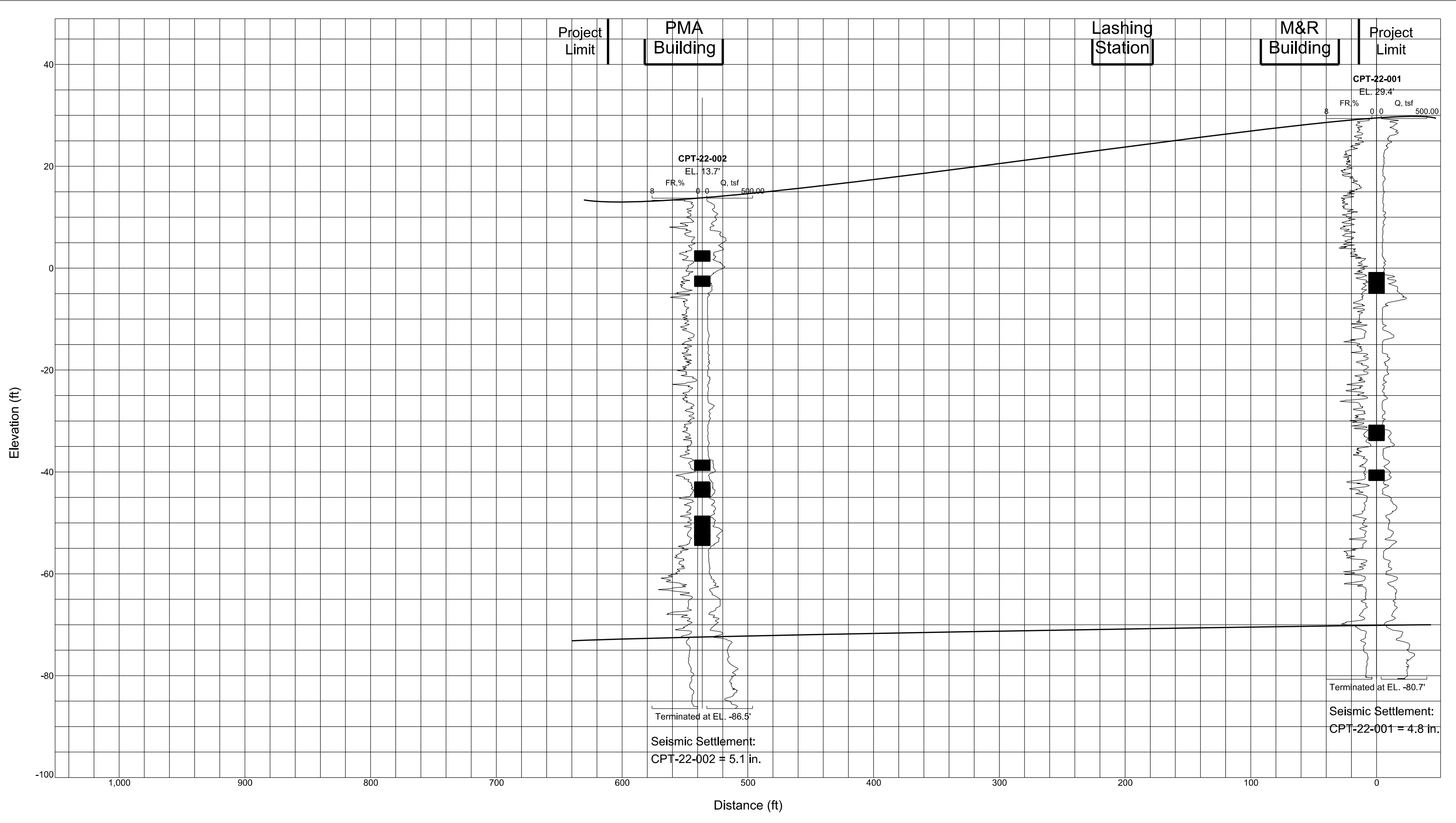
■ Potentially Liquefiable Soil (MCE_s Event)

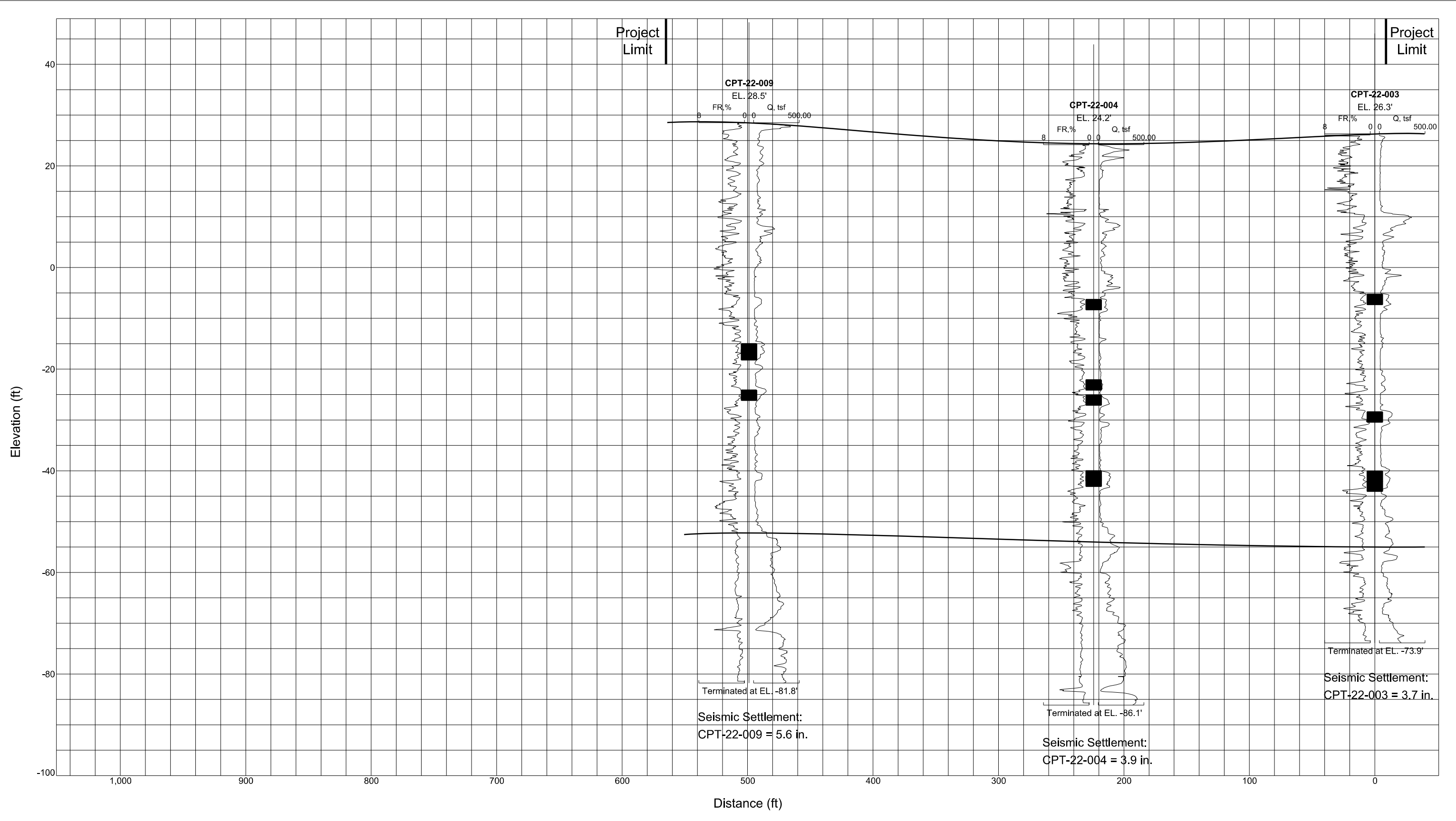
Cross Section
Identification

CROSS-SECTION A-A'

PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus		
PROJECT NUMBER 20-114	DATE 08/2022	SHEET 1 of 6







Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

LEGEND:

■ Potentially Liquefiable Soil (MCE_s Event)

Cross Section
Identification

CROSS-SECTION E-E'

PROJECT OR BRIDGE NAME Joint Ports Goods Movement Workforce Training Campus		
PROJECT NUMBER 20-114	DATE 08/2022	SHEET 5 of 6

Attachment - 3
Project Cost Proposal

Company Name:

PORT OF LOS ANGELES AND PORT OF LONG BEACH
GOODS MOVEMENT WORKFORCE TRAINING FACILITY

GOODS MOVEMENT WORKFORCE TRAINING FACILITY:

ELEMENT A - PHASE 1 - EARTHWORK IMPROVEMENTS

ELEMENT B - PHASE 2 - WORKFORCE TRAINING FACILITY IMPROVEMENTS

TASK 1 - PROJECT MANAGEMENT AND COORDINATION:

COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE
 PAID UNDER TASKS 2 - 13 \$ N/A

TASK 2 - CONCEPTUAL STUDY AND REPORT PHASE:

Lump Sum

2.A	Phase 1 Earthwork Improvements	\$	-
2.B	Phase 2 Training Facility Improvements	\$	-

Task 2 Sub-Total \$ -

TASK 3 - Geotechnical Engineering Services:

Lump Sum

3.A	Phase 1 Earthwork Improvements	\$	-
3.B	Phase 2 Training Facility Improvements	\$	-

Task 3 Sub-Total \$ -

TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN):

Lump Sum

4.A	Phase 1 Earthwork Improvements	\$	-
4.B	Phase 2 Training Facility Improvements	\$	-

Task 4 Sub-Total \$ -

TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):

Lump Sum

5.A	Phase 1 Earthwork Improvements	\$	-
5.B	Phase 2 Training Facility Improvements	\$	-

Task 5 Sub-Total \$ -

TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):

Lump Sum

6.A	Phase 1 Earthwork Improvements	\$	-
6.B	Phase 2 Training Facility Improvements	\$	-

Task 6 Sub-Total \$ -

TASK 7 - SIGNATURE SUBMITTAL:

Lump Sum

7.A	Phase 1 Earthwork Improvements	\$	-
7.B	Phase 2 Training Facility Improvements	\$	-

Task 7 Sub-Total		\$	-
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TASK 8 - BIDDING PHASE:

Lump Sum

8.A	Phase 1 Earthwork Improvements	\$	-
8.B	Phase 2 Training Facility Improvements	\$	-

Task 8 Sub-Total		\$	-
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TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:

Lump Sum

9.A	Phase 1 Earthwork Improvements	\$	-
9.B	Phase 2 Training Facility Improvements	\$	-

Task 9 Sub-Total		\$	-
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TASK 10 - ADDITIONAL DESIGN SERVICES:

Not to Exceed

10	Additional Design Services	\$	-
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Task 10 Sub-Total		\$	-
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TASK 11 - ADDITIONAL COORDINATION WITH STAKEHOLDERS:

Not to Exceed

11	Additional Coordination with Stakeholders	\$	-
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Task 11 Sub-Total		\$	-
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TASK 12 - PUBLIC OUTREACH SERVICES:
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Not to Exceed			
12	Public Outreach Services	\$	-
Task 12 Sub-Total		\$	-

TASK 13 - PROJECT CONTROL FOR GRANT FUNDING:

Not to Exceed			
13	Project Control for Grant Funding	\$	-
Task 13 Sub-Total		\$	-
Project Total:		\$	-