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DATE: September 7, 2023

SUBJECT: REQUEST FOR PROPOSALS FOR ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PORT OF LOS ANGELES MARITIME SUPPORT FACILITY ACCESS/TERMINAL ISLAND RAIL SYSTEM GRADE SEPARATION & TERMINAL ISLAND MARITIME SUPPORT FACILITY

Pursuant to the Engineering And Architectural Services For The Port Of Los Angeles Maritime Support Facility Access/Terminal Island Rail System Grade Separation & Terminal Island Maritime Support Facility Request for Proposals (RFP), all proposers were to submit any questions regarding this RFP by no later than August 25, 2023. Questions were to be submitted in writing, and all questions and responses were to be posted on [the Department's website](#) and www.rampla.org.

Below is a list of questions received from proposers, and the Department's response:

1. Q: Can you please confirm that there is no page limit for this proposal? There was none listed in the solicitation.

A: RFP must be no more than 50 single-sided pages (excluding resumes and administrative forms).

2. Q: What is the definition or description of a "Class A Estimate"?

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F. Submit a detailed estimate of the cost based on the bid items and provide a Class "A" estimate.

A: A cost estimate based on 100% design plans and specifications.

3. Q: Request that the City add indemnification for Design Services to reflect CA state anti-indemnity statute consistent with the Capital Improvement Program Contract, and to reflect professional proportionate negligence consistent with standards of the industry. Suggested language to address this matter includes:

Indemnification for Design Professional Services To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design

professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees to the proportionate extent that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of City.”

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

4. Q: Request that the City remove undefined ‘agents’ as additional insured on Commercial General Liability and Auto policies.

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

5. Q: Request that the City define the requirement for ‘primary and noncontributing’ to apply to all policies excluding Professional Liability and Worker’s Compensation consistent with standard insurance industry policy terms. Professional Liability policies are designed to be primary only to the Named Insured (Prime) for professional services. Worker’s Compensation policies apply to the Named Insured’s (Prime) employees only.

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

6. Q: The specified insurance limits in the Contract are based on the specific scope of work of the Contract. It is not reasonable to tie a Consultant’s total insurance program to a Contract. Request that the City adjust this requirement as follows: “If Consultant maintains higher limits than the minimums required by this Agreement, 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”.

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

7. Q: Due to certain potential proprietary information contained therein, request that the City consider removing requirements as follows: “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”.

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

8. Q: Request that the City remove Contractual Liability coverage on Professional Liability policy as Contractual Liability coverage is not readily available in the current insurance market.

A: Please include all comments and concerns regarding the insurance requirements in your letter from your insurance broker.

9. Q: To better differentiate the Consultant's role under this contract in relation to the construction contractor, we request that POLA add the following provisions to the Contract and/or Scope terms consistent with the role and responsibility of the Consultant under this Contract.

"If Consultant is called upon to observe the work of Owner's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors since these are solely the Construction Contractor's responsibility under contract for construction between Owner and Construction Contractor."

"To the extent Consultant is responsible for review, evaluation and the proposing of recommendations concerning project design, budget, materials, sequencing and scheduling, shop drawings, claims, and other similar items performed or supplied by others, Owner shall release and hold Consultant harmless from any and all liabilities to any person or entity caused as a result of deficiencies in such items. Owner acknowledges that ultimate responsibility for deficiencies in such items shall be attributable to the person or entity providing such items irrespective of Consultant's review and evaluation of the same."

A: The final agreement scope and terms will be addressed with the selected proposer. Any comments or concerns should be included in the proposer's proposal.

10. Q: What form of compensation will be utilized for these contracts (e.g., Lump Sum, T&M or Cost Plus)?

A: Amendment 1 was issued with Cost Proposal attachments.

11. Q: Is the Maritime Support Facility expected to be a canopy with open sides, or a closed and conditioned building?

A: The canopy is expected to have open sides.

12. Q: What mechanical services will be required in the Maritime Support Facility?

A: HVAC and plumbing for buildings.

13. Q: In Section 2.3 of the RFP, Task 1.10 Additional Requirements states that the Consultant shall be responsible for the topographic survey of the project site. Task 2.B states survey will be performed by the City's survey forces. Please clarify if the field survey and topographic mapping will be performed by the LA Harbor Department.

A: Survey was performed by the Department on 4/18/23 and will be provided to the consultant. LAHD may perform survey if an additional survey is required.

14. Q: RFP identifies removal of contaminated soil. Please advise if extent and nature of material has been characterized or if the Consultant will have to perform environmental scope items such as Hazardous Materials Surveys, Phase I ESAs, or Environmental Soil Sampling.

A: LAHD Environmental Management Division will perform site characterization.

15. Q: Section 2.3 Task 1.3 of the RFP shows two schedules for Project A design completion, namely, current approved baseline schedule, and anticipated schedule depending upon approval from the grant funding agencies. For cost/rates, which schedule should be used for the fee proposal?

A: Proposers should use the anticipated schedule.

16. Q: For Additional/Optional tasks (Task 10-Additional Design Services and Task 11-Project Control for Grant Funding) which will be defined in future, should we allocate "allowance" money or leave it blank in the fee estimate?

A: Proposers should not include a fee for the optional task items. The optional task fee amount will be determined by the Department at the time of award.

17. Q: RFP Section 3.4.4 Project Approach and Work Plan requires detailed cost for equipment and for other expenses including assumptions. Can that cost information and assumptions be provided under Section 3.4.7 Rates, Fees and Budget Control instead of Section 3.4.4, if possible?

A: No, 3.4.4 refers to project costs and 3.4.7 refers to consultant costs.

18. Q: Is there any existing geotechnical report available within or adjacent to the project area?

A: The Geotechnical reports will be posted to Ramp and the Department's website.

19. Q: It's unclear if the grade separation was environmentally cleared along with the Maritime Support Facility and the RFP requests the consultant to provide "Engineering support during environmental assessment." Will the consultant be expected to prepare studies/reports for a "Project Report"/"Project Approval"?

A: No, LAHD EMD will prepare all environmental documents, consultant support may be required to answer questions from EMD related to design.

Grade Separation: CEQA CE obtained, pending NEPA

Maritime Support Facility: pending EIR

20. Q: The RFP mentions that a joint rail study was completed in December 2020, can this be provided?

A: The Joint rail study will be posted to Ramp and the Department's website.

21. Q: Please advise if consultant scope is to include evaluation of available power to the site and coordination with LADWP in the event a new service is determined to be required.

A: The previous capacity of the site based on a nearby industrial station is 10MVA. The engineer must confirm that this is still available.

22. Q: Is there a preference over an arch or engineering firm to lead project effort?

A: No.

23. Q: Will field survey and topographic mapping will be performed by the LA Harbor Department?

A: See Question 13 response.

24. Q: Will COI proofs be accepted in place of a letter?

A: 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 in Section 4 of the RFP, will be deemed non-responsive.

25. Q: Should we anticipate any additional Environmental support for the Grade Sep.?

A: See Question 19 response.

26. Q: Who own/maintains roadway street lighting?

A: The Harbor Department owns street lighting.

27. Q: What is the status of soil contamination for backland site?

A: The Harbor Department Environmental Management Division is currently in the process of obtaining a consultant to determine the status of soil contamination.

28. Q: Can you make the Environmental documents available to the consultants?

A: Yes, the documents will be provided during design phase.

29. Q: Is there a max file capacity sending the proposal through email? If our file exceeds that limit, would POLA accept a designated link to a OneDrive, SharePoint, or site file sharing platform?

A: The maximum file we can receive 25mb. File sharing links will be accepted.

30. Q: Please confirm that, per Task 1.10, POLA is requesting the consultant to engage a licensed surveyor, independent of the POLA survey force, to complete a topographic survey of the entire site and immediately adjacent areas.

A: See Question 13 response.

31. Q: What modifications are anticipated by the Port for the existing tunnel access?

A: The tunnel is located on the southwestern edge of the site. The existing tunnel will not be modified, only the approach will be minimized.

32. Q: Under uses identified for the 80-acre backland site, please provide clarification as to what is included under the stop/start functionality.

A: Stop/start functionality will be removed from the scope.

33. Q: How does the port want proposers to provide a fee for Optional Tasks 10 and 11 since there is no defined scope for these items? Can the port provide dollar amounts or percentage limits related to the core fee to guide these numbers in submittal? Or should we all agree to an allowance? Or just show as TBD?

A: See Question 16 response.

34. Q: Task 9 refers to Design Services during Construction. How would the Port recommend the Consultant to quantify the level of effort for RFI's / RFC's review of shop drawings, submittals & etc.? Should these tasks be deferred and shown as TBD after selection? Or similar to question 3 can a percentage, range, or allowance be provided for Task 9?

A: Estimate based off design, construction duration, and construction documents.

35. Q: Are complete resumes in the appendix required for all proposed staff or only key staff?

A: You may provide resumes for key staff, all proposed staff optional.

36. Q: Is the 25% SBE goal mutually exclusive to the 5% VSBE goal, making a 30% V/SBE goal in total? Or is the 5% VSBE included within the 25% SBE goal making it a 20% SBE and 5% VSBE for a 25% participation goal?

A: The mandatory Small Business Enterprise (SBE) participation will be 25%, including 5% Very Small Business Enterprise (VSBE) participation.

37. Q: If I have over 5% VSBE participation, does the extra count toward the overall SBE Goal?

A: Yes, all VSBEs are automatically considered SBEs. All firms must be certified on Ramp to meet the requirement.

38. Q: Will the Port provide any guidance on how many vehicles and container handling equipment (top picks, UTRs, fork lifts, etc) will require charging at each of the three charging stations in the TIMSF project?

A: It is anticipated to have 28 5-ton forklifts, 28 18-ton forklifts, four yard tractors, and two top picks.

39. Q: Reefer outlets are not mentioned in the project description. Can it be assumed that no reefer outlets will be included in the TIMSF project?

A: It is anticipated to be 80 reefer outlets onsite.

40. Q: Communication pathways are not mentioned in the project description. Can it be assumed that communication pathways only be included in the TIMSF project, with the future tenants responsible for any communication cabling?

A: Yes.

41. Q: Please provide additional information (e.g., approximate location, plan view footprint, expected improvement and depth) of the tunnel described in Section 2.2 of the RFP.

A: See question 31 response.

42. Q: Was a geotechnical investigation performed for the 23.3 acres of temporary site improvements to the existing 80-acre site in October 2021?

A: No.

43. Q: Does POLA have a preliminary concept layout plan? If yes, can it be made available?

A: Grade Separation: See Attachment A of the RFP, consultant to validate and provide additional concept.

A: Maritime Support Facility: No preliminary concept layout plan at this time.

44. Q: Does POLA have any information with regards to the desired existing tunnel modification?

A: See question 31 response.

45. Q: Does POLA have plans for the excess soil stock pile on the LAXT site?

A: There is no currently identified use for the stock pile.

46. Q: Does POLA want to maintain the existing at-grading crossing? If yes, are there any improvements to the access road to the crossing required? Who owns the crossing?

A: Yes, the Harbor Department wants to maintain the crossing. No improvements are anticipated. This crossing is owned by the Harbor Department but maintained by PHL.

47. Q: Please clarify what type of yard equipment/vehicles will use the three proposed electric charging stations.

A: See question 38 response.

48. Q: Would Project B include removal and disposal of the existing stockpile located at the northern portion of the project site?

A: Yes.

49. Q: Can the location of the flyover change?

A: No.

50. Q: Do we need to leave room for additional rail track inside the existing loop/ROW?

A: No.

51. Q: What are the expected requirements for the volume of trucks requiring roadability?

A: The volume of trucks is to align with industry standards.

52. Q: There are existing lights along the off-ramp from Terminal Way to the HPEC Facility Entrance and along the railroad tracks. Who owns and/or maintains these streetlights?

A: See Question 26 response.