

Construction Division

Construction Management Support Services for Navy Way and Seaside Avenue Interchange Improvements

REQUEST FOR PROPOSALS



July 13, 2026

RAMP ID #229374

July 13, 2026

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR NAVY WAY AND SEASIDE AVENUE INTERCHANGE IMPROVEMENTS PROJECT

The City of Los Angeles Harbor Department (Department) invites the submittal of proposals to provide construction management support services for the Navy Way and Seaside Avenue Interchange Improvements project. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Monday, July 13, 2026
Virtual Pre-Proposal Meeting (Optional)	Tuesday, July 28, 2026 from 10:30 a.m. to 11:45 a.m.
Questions Due	Tuesday, August 4, 2026 by 3:00 p.m.
Responses Posted	Tuesday, August 11, 2026
Proposals Due	Tuesday, August 18, 2026 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 August 4, 2026. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, on August 11, 2026. 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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Exhibit B – Small/Very Small Business Enterprise Program and Local Business Preference Program

Exhibit C – Business Tax Registration Certificate (BTRC) Number

Exhibit D – Equal Benefits Ordinance

Exhibit E – RFP Selection Evaluation Form

Exhibit F – Iran Contracting Act of 2010 Affidavit

Attachment 1 – Conceptual Site Plan

Attachment 2 – Project Cost

Attachment 3 – Resource Schedule

1. INTRODUCTION

1.1 Brief Overview of the Project

The Construction Division is soliciting proposals from qualified consultants to provide construction management support services for the Navy Way and Seaside Avenue Interchange Improvements project. This specialized project will require specific knowledge of Caltrans design standards and interchange construction means and methods. 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. The approximate budget is between \$4,000,000 to \$6,000,000.

1.2 The Port of Los Angeles

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

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2025, the Port handled a total of 10.2 million container units.

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

1.3 The Construction Division

The Construction Division is responsible for successfully managing the Department's construction program through effective partnership with our customers, contractors, and community. Construction Division staff are responsible for managing all Port construction contracts and providing survey, construction inspection, and materials testing services. Staff ensures projects are completed on time and within budget through effective coordination and communication during design and construction. Projects are completed to the highest quality and safety standards through effective coordination during the construction and design phase review, and proactive inspection. Staff acknowledge and respect the concerns of the community, work to minimize impacts during construction, and communicate timely and effectively with internal and external stakeholders. Effective mitigation measures during the design review process are recommended and environmental compliance is managed through partnership with our contractors.

2. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

The Navy Way and Seaside Avenue Interchange Improvements project (Project) aims to enhance traffic operations by implementing modifications to the current intersection of Navy Way and Seaside Avenue.

The proposed Project is illustrated in Attachment 1 and entails the following:

- A new southbound auxiliary lane on State Route 47 between Pier S Avenue and Navy Way, and a new northbound collector-distributor road between the Ferry Street northbound on-ramp and the Pier S Avenue interchange northbound offramp.
- Modification of existing highway bridge over the Port of Los Angeles and Port of Long Beach rail tracks and widening of the existing southbound underpass offramp to create a fifth leg at the Navy Way/Terminal Way intersection.
- Removal of the traffic signal and at-grade intersection on State Route 47, between I-110 and I-710, a segment which carries 10% of all United States waterborne containers.

The draft 100% design plans are also available for reference by using [this Smartsheet link](#).

The Harbor Department has obtained grant funding through the Port and Freight Infrastructure Program in the amount of \$41.79 million. The preliminary construction cost estimate is approximately \$65 million.

2.2 Project Scope of Work

Services to be Performed by the selected Consultant (“Consultant”):

The Consultant shall report to the Department’s Project Construction Manager assigned to manage the Project on behalf of the Engineer and provide Tasks 1 through 4 as listed below.

Task 1 Pre-Construction Services

Task 1.1 Constructability Review

Review the contract documents and determine the adequacy and completeness of the contract documents for both bidding and construction of the Project. Review shall consider information from the contract documents, reference documents, geotechnical and other reports, permits, and a site inspection. Identify particular risks, including conflicts, errors or omissions in the contract documents, which could impact schedule, cost or quality of the work. Develop a preliminary construction schedule for completing the work within the time required in the contract documents considering interim milestones, phasing, and constraints, and compare them to schedule developed by the Design Consultant. Recommend liquidated damages, as appropriate.

Task 1.2 Construction Division Procedures

Obtain from the Engineer and review the latest edition of the Construction Division Procedures Manual. In consultation with the Engineer, determine and document the construction management and administrative procedures and processes to be utilized during the Project, including a document control system and the format of documents to be prepared by the Consultant.

Task 1.3 Pre-Bid Meeting

Attend and participate in the meeting, prepare minutes and assist in resolution of issues and questions raised in the meeting.

Task 1.4 Bid Support

Manage and respond to inquiries from potential bidders in conjunction with the Designer and the Engineer.

Task 1.5 Bid Analysis

Review and evaluate bids received to assist in determining which bids are responsive and which bidder is the lowest, responsible bidder to whom an award may be recommended.

Task 1.6 Staffing

The Consultant shall be compensated for Pre-Construction Services in Tasks 1.1 through 1.5 on an hourly basis as defined in the Project Cost, Attachment 2. To complete these tasks, the Consultant shall provide the following staff:

- Senior Construction Manager – Half-time
- Field/Office Engineer – Half-time
- Document Control/Clerical – Half-time

Task 2 Construction Services

Task 2.1 Construction Start-Up

Upon awarding the construction contract and execution of the contract (with the “Contractor”), perform services necessary for the start of construction including, but not limited to, coordinating and conducting initial scheduling meetings, pre-construction meeting(s), coordination meetings, and safety meetings, if applicable. Monitor and assist in the Contractor's acquisition of photo identification badges for Contractor personnel requiring unescorted access to secure areas. In consultation with the Harbor Department (“Department”) and the Contractor, develop and disseminate emergency notification instructions.

Task 2.2 Contractor's Construction Schedule

The Consultant shall provide scheduling services for the construction contract, assist with changes to the construction contract, and assist with the resolution of claims or actions arising during construction. Specifically, the Consultant's attributes and duties shall include:

- A. Five years or more of scheduling experience;
- B. Proficient in the latest version of Oracle's Primavera P6 version 15.2 or later;
- C. Maintain Parallel Critical Path Method (CPM) schedule;
- D. Generate scheduling status reports, as requested, such as weekly updates;
- E. Review Contractor Weekly Schedules and Monthly Schedule Updates, including review of CPM and contractor cost-loading;
- F. Attend project meetings, which may require in-person attendance;
- G. Attend and conduct focused meetings to resolve schedule issues, including preparation of meeting minutes, and necessary follow up;
- H. Perform onsite field verification of scheduled activities;
- I. Provide advanced indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work;
- J. Identify opportunities for schedule recovery;
- K. Review Contractor Time Impact Analyses (TIAs);
- L. Identify sources of current and potential delays;
- M. Perform delay analyses;
- N. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the development of "what if" and "but for" scenarios and schedule analyses where appropriate, and making written recommendation(s) regarding claim disposition;
- O. Assist the Department in negotiating resolution of such claims or actions; and
- P. Other as-needed services deemed necessary by the Department related to scheduling for the Project.

Contract documents generally require the baseline schedule to be prepared with Oracle's Primavera P6 version 15.2 or later. The Contractor's baseline construction schedule shall show the logical sequencing of construction activities and completion of the Project within the specified time limits. The Consultant shall review the Contractor's construction schedule submittals and make appropriate written comments and recommendations. Schedule submittal reviews shall include all contractually required deliverables, including baseline schedule, workforce, equipment and material resource loading, cash flow curves, and variance reports.

Scheduling services shall include, but shall not be limited to, the following:

- A. Review the Contractor's baseline construction schedule for compliance with contract requirements, number of activities, logic and sequencing, duration of activities, procurement times and submittal review times, critical activities, milestones, and float. Prepare written comments and recommendations, especially regarding any potential omissions, conflicts or delays. Coordinate and conduct construction scheduling meetings with the Contractor, critical subcontractors, the Department scheduler, and the Engineer to review the construction schedule, comments, and recommendations. If required, review the Contractor's baseline schedule re-submittal and make appropriate comments and recommendations until the baseline schedule is accepted

by the Engineer.

- B. Provide independent monthly parallel schedules based on onsite field observations and weekly (three-week look ahead) schedules. Review other schedule related submittals including workforce, equipment and material resource loading and cash flow projections for coordination with the baseline schedule. Prepare written comments and recommendations.
- C. Review the updated or revised construction schedules submitted by Contractor in accordance with the Contract Documents. Based upon the Contractor's weekly schedule submittals, onsite observations of the Consultant, and information from Daily Inspection Reports, the Consultant shall verify actual activity dates and the remaining durations in the updates, and review and analyze forecasts of workforce, equipment, and material resources, and cash flow projections. The Consultant shall identify modifications and variations from the last approved schedule (logic, activities, durations, etc.) and prepare written comments and recommendations based on the schedule update analysis.
- D. In instances where an updating or revision of the construction schedule indicates an actual or potential delay of Project completion, the Consultant shall advise the Engineer of available alternatives and, with approval of the Engineer, take appropriate actions. The Consultant shall review and analyze the Contractor's requests for time extensions, the cost of compensable delays, perform "what if" analyses to identify opportunities to mitigate delays, and provide appropriate comments and recommendations to the Engineer. The Consultant shall monitor and review the duration of the individual construction phases and recommend whether liquidated damage assessments are warranted.
- E. The Consultant shall monitor the adequacy of the Contractor's equipment and personnel resources, the performance of subcontractors and suppliers, and the availability of materials and supplies in relation to the work projected in the Project schedule forecasts.

Task 2.3 Project Meeting

The Consultant shall prepare and distribute meeting notices and agenda, and shall conduct regularly scheduled weekly job meetings with Department representatives, the Contractor, the Design Consultant's representatives, and such other City and governmental personnel as may be required to advance the timely progress of the Work. In addition, the Consultant shall coordinate, conduct, and distribute minutes of other special meetings as required during construction. The Consultant shall prepare, review and distribute the minutes of meetings within two working days.

Task 2.4 Change Orders / Authorities for Adjustment

The Consultant shall arrange for and process all changes to the construction contract, including estimating costs, performing delay analyses, reviewing the Contractor's price quotations, negotiating costs, coordinating with the Design Consultant, and preparing Change Orders and Authorities for Adjustment in accordance with Department standards. The Consultant shall also maintain a log and records of all changes.

Task 2.5 Shop Drawings, Materials and Samples

The Consultant shall establish and implement procedures for review of shop drawings, materials, samples, and other submittals by the Contractor. The Consultant shall arrange for and process for review by the Design Consultant, the Department, and other agencies as applicable; all shop drawings, materials, samples, and other submittals by the Contractor. The Consultant shall monitor the construction schedule to verify that submittals are made in accordance with the construction schedule, and shall log and track all submittals. Review and processing of submittals is a priority activity. Every effort shall be made to return submittals within two weeks of receipt from the Contractor.

Task 2.6 Requests for Information

The Consultant shall arrange for and process such drawings and written memoranda as are necessary to either clarify the intent of the Contract Documents, and/or complete the same, between the Contractor, the Design Consultant and the Engineer. The Consultant shall log and track all Requests for Information (RFIs) submitted by the Contractor. Review and processing of RFIs is a priority activity. Every effort shall be made to respond to RFIs within three days of receipt from the Contractor.

Task 2.7 Internet-Based Project Management

The Consultant shall utilize an Internet-based project management system, PMWeb, for this Project. The Department will provide the Consultant with access to the system, training, and further assistance if needed. PMWeb will be used to generate, coordinate, manage, and transmit submittals, and RFIs. Project correspondence shall also be uploaded into PMWeb. Correspondence shall include, but not be limited to:

- Fully executed Authority for Adjustments
- Fully executed Change Orders
- Requests for Quotes
- Meeting Minutes
- Field Memorandums generated by the Department's field personnel
- Department Inspector's daily and weekly reports
- Site Photos
- Project Personnel Directory
- Project Drawings and Specifications
- Records of Conversations
- Record Drawings

Such folders and logs will be maintained daily in the field and periodically printed, distributed, and reviewed, including at weekly meetings.

PMWeb is an internet-based project management system that provides a single repository for all project information as listed above, which may be expanded to include additional items.

Task 2.8 Other Internet-Based Systems

The Consultant may be required to utilize other systems as directed by the Engineer. Such systems shall be provided by the Department.

Task 2.9 Document Control System

The Consultant shall maintain a neat, organized filing system for all Project records, including contract document revisions, shop drawings, change orders, requests for information, field memos, contract clarifications, purchase orders, monthly progress payments, the Contractor's construction schedules, correspondence, and other related documents that are not required to be managed by PMWeb.

Task 2.10 Coordination

The purpose of coordination is to proactively progress the Project in an efficient and effective manner in accordance with contract provisions, to anticipate, avoid or mitigate conflicts and adverse impacts, and to minimize the cost of the Work assigned to each entity, including the Department. Coordination for obtaining permits from various agencies for the Project is within the Scope of Work. The Consultant shall perform Project coordination with respect to the entities including, but not limited to:

- A. Coordination of Project Team
City of Los Angeles Harbor Department
Design Consultants and their associated subconsultants
- B. Coordination with Construction Contractor(s)
Construction Contractor and its subcontractors
Other contractors on or adjacent to the project site
- C. Coordination with other Governmental Agencies
California Department of Transportation (Caltrans)
California Fish and Wildlife
California Public Utilities Commission
City of Long Beach Utilities
City of Los Angeles Fire Department
City of Los Angeles Department of Building and Safety
City of Los Angeles Department of Public Works
City of Los Angeles Department of Street Lighting
City of Los Angeles Department of Transportation
City of Los Angeles Department of Water and Power
Coastal Development Permit
County of Los Angeles Health Department
Department of Toxic Substances Control
Port of Long Beach
Regional Water Quality Control Board
South Coast Air Quality Management District
- D. Coordination with Utilities
Water, power and telephone providers, petroleum companies
Other utility owners affected by the construction
- E. Coordination with Adjacent Tenants
Adjacent tenants affected by the construction work or with a contractual interest in

its completion

Task 2.11 Payment Requests

The Consultant shall coordinate with Department Inspection and the Contractor in the preparation, review, and recommendation for approval of all monthly progress payment requests, including any quantity and cost breakdowns submitted by the Contractor per the Project specifications.

Task 2.12 Monthly Progress Reports

The Consultant shall provide to the Engineer monthly progress reports in a format and on a schedule as the Engineer directs. Progress reports shall include, but not be limited to, a description of work completed, cumulative dollar costs incurred, cost projections, as well as costs since the last progress report, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect Project cost and/or schedule. The report shall present actual percentage completion and cash flow versus planned percentage completion and cash flow both numerically and graphically.

Task 2.13 Accounting and Cost Control

The Consultant shall monitor Project costs including, but not limited to:

- A. Tracking of the Contractor's monthly progress payments.
- B. Tracking of proposed and final changes to the construction contract.
- C. Review the Contractor's monthly quantity and cost breakdowns with the Contractor's cost-loaded schedule and provide comments and recommendations for the Engineer.
- D. Tracking of the Contractor's monthly quantities with respect to the approximate quantities in the construction contract.
- E. Monitor and segregate costs for state or grant-funded elements of Project, if any.
- F. Tracking of the Contractor's daily time and material sheets to ensure costs of changes do not exceed authorized amounts.

Task 2.14 Daily Log

The Consultant shall maintain separate daily log of jobsite events.

Task 2.15 Visual Media

The Consultant shall compile and maintain an electronic file folder of Project progress and record photos and videos at appropriate times, including those supplied by the Contractor(s) and/or other parties. Electronic files shall be stored in formats and file sizes using file-naming conventions deemed appropriate by the Engineer. The Consultant will be required to forward files, as directed by the Engineer, at regular intervals, for inclusion into the Department's master Web-based digital asset management system (which includes images and videos from other projects), and shall assist with cataloguing and categorizing photo and video assets.

Task 2.16 Onsite Representatives

The Consultant shall provide an onsite Construction Management staff for field visits through all phases of construction. The Consultant shall furnish onsite Construction Management staff to assist the Department in monitoring and coordinating the operations and performance of the Contractor by reviewing the sequence of work and directing, with Department approval, actions to mitigate actual or anticipated conflicts, interferences and delays so that the Project is accomplished in accordance with the current, approved schedule. The Consultant shall assist in resolution of construction problems that may require design changes, modifications, technical interpretations, or other actions. The Consultant shall review and monitor the Contractor's security and housekeeping practices and shall, with Department approval, coordinate plans for traffic and material flow. The Consultant shall prepare responses to correspondence from the Contractor, and initiate correspondence as appropriate, for signature by the Engineer.

Task 2.17 Quality Control

The Consultant shall review the Contractor's quality control program and provide results of such review to the Department. The Consultant shall also notify the Department of any instances of non-compliance with the Contractor's quality control program of which the Consultant is aware or becomes aware. The Consultant shall comply with Caltrans requirements as applicable to the Project including but not limited to Caltrans approval procedures, quality control, and quality assurance. The Consultant shall recommend remedial action to correct any unacceptable work of the Contractor. The Consultant shall also attend the final inspection and shall report the results and make appropriate recommendations to the Department concerning beneficial occupancy of the Project or any part thereof.

Task 2.18 Structure Representative/Engineer

The Consultant certified by Caltrans shall perform quality assurance over the Contractor's work that involves structures and perform the contract's necessary structure related administrative tasks on all phases of structure construction. The Consultant shall review and approve structure related submittals, inspect each stage of structure construction with the Department and the Contractor prior to the Department's acceptance or beneficial occupancy. The Consultant attributes/duties are to include:

- A. Experience in the requirements of the following agencies: Caltrans, City of Los Angeles (including the Harbor Department and the Department of Water and Power);
- B. Coordination with the Contractor, Department's inspectors, and the Engineer to resolve field construction issues;
- C. Provide daily Structure Representative reports; and
- D. Attend project meetings, including but not limited to attending and conducting focused meetings to resolve construction issues, including preparation of meeting minutes and necessary follow-up.

Task 2.19 Environmental Compliance and Stormwater Pollution Prevention Program Coordination

The Consultant shall be familiar with all environmental compliance (within Project specification) requirements of each contractor and monitor that all compliance measures are met before, during, and after construction. Monitoring includes periodic audits of environmental compliance related- project files and preparation of required documents for eventual submittal to the Department's Environmental Management Division. In addition, the Consultant shall conduct environmental testing (soil, groundwater, etc.), monitoring and observations and prepare reports as required for construction of the Project.

The Consultant shall review the contractor's Stormwater Pollution Prevention Plan (SWPPP) and any amendments, and provide results of such review to the Department. The Consultant shall also monitor all SWPPP requirements are met before, during, and after construction. Monitoring includes periodic field evaluation of installed Best Management Practices as detailed in the contractor's SWPPP and audit of the SWPPP document. The Consultant shall also notify the Department of any instances of non-compliance with the SWPPP.

Task 2.20 Claims Management

The Consultant shall assist with the resolution of claims or actions arising during construction.

Specifically, the Consultant shall:

- A. Maintain a potential claim file for any issue which may or will have potential to result in a claim for additional time or cost;
- B. Gather site and other relevant information relating to potential claims or actions including associated correspondence, reports, meeting minutes, and photos;
- C. Monitor time and materials work in conjunction with Department Inspectors for potential claims or changes to the construction contract;
- D. Render assistance to Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims, and making written recommendation(s) regarding claim disposition; and
- E. Assist the Department in negotiating resolution of such claims or actions.

Task 2.21 Specialized Scheduling Services

The Consultant shall provide scheduling services necessary to assist with changes to the construction contract and assist with the resolution of claims or actions arising during construction. Specifically, the Consultant attributes/duties shall include:

- A. Five years or more of scheduling experience;
- B. Proficient in the latest version of Oracle's Primavera P6 version 15.2 or later;
- C. Maintain Parallel Critical Path Method (CPM) schedule;
- D. Generate scheduling status reports, as requested, such as weekly updates;
- E. Review Contractor Weekly Schedules and Monthly Schedule Updates, including review of CPM and contractor cost-loading;
- F. Attend project meetings, which may require in-person attendance;
- G. Attend and conduct focused meetings to resolve schedule issues, including

- preparation of meeting minutes, and necessary follow up;
- H. Perform onsite field verification of scheduled activities;
- I. Provide advanced indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work;
- J. Identify opportunities for schedule recovery;
- K. Review Contractor Time Impact Analyses (TIAs);
- L. Identify sources of current and potential delays;
- M. Perform delay analyses;
- N. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the development of "what if" and "but for" scenarios and schedule analyses where appropriate, and making written recommendation(s) regarding claim disposition;
- O. Assist the Department in negotiating resolution of such claims or actions; and
- P. Other as-needed services deemed necessary by the Department related to scheduling for the Project.

Task 2.22 Independent Estimating Services

The Consultant shall provide estimating services necessary to assist with changes to the construction contract, and with the resolution of claims or actions arising during construction. Specifically, the Consultant attributes/duties shall include:

- A. Five years or more of estimating experience for Public Works projects;
- B. Review and analyze potential changes to the construction contract;
- C. Provide independent estimates for proposed changes to the construction contract;
- D. Review Contractor price quotations and assist with negotiating costs;
- E. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims;
- F. Assist the Department in negotiating resolution of such claims or actions;
- G. Attend project meetings, which may require in-person attendance;
- H. Perform onsite field investigations in preparing estimates, as needed;
- I. Attend and conduct focused meetings to resolve estimating issues, including preparation of meeting minutes and necessary follow up; and
- J. Other as-needed services deemed necessary by the Department related to estimating for the Project.

Task 2.23 Safety Programs

The Consultant shall review the Contractor's health and safety plan and provide results of such review to the City. The Consultant shall also notify the Department of any instances of non-compliance with safety programs. The Consultant shall not be required to make safety inspections, nor shall the Consultant have any responsibility for implementation of the Contractor's safety program. The Consultant shall have sole responsibility for implementation of its own safety program.

Task 2.24 Department-Furnished Materials

The Consultant shall monitor and assist with the procurement of Department-furnished equipment and materials, if any.

Task 2.25 Record Drawings

The Consultant shall establish controls for, and monitoring and reporting to the Department on, the maintenance by the Contractor of record drawings. The intent of said controls is to ensure the record drawings are maintained on a current basis and to authorize the monthly payment (if any) for maintenance of record drawings in accordance with the Project specifications. The Consultant may be required by the Engineer to utilize a web-based system for storage of record drawings. Such system shall be provided by the Department.

Task 2.26 Staffing

The Consultant shall be compensated for Construction Services in Tasks 2.1, 2.3 through 2.17, 2.24, and 2.25 in Fixed Fee amounts as defined in the Project Cost, Attachment 2. To complete these tasks, the Consultant shall provide the following staff:

- Senior Construction Manager – Full-time
- Field/Office Engineer – Full-time
- Document Control/Clerical – Full-time

The Consultant shall be compensated for Construction Services in Tasks 2.2, and 2.18 through 2.23 on an hourly basis as defined in the Project Cost, Attachment 2.

Task 3 Post Construction Services

Task 3.1 Project Close-Out Administration

The Consultant shall provide construction contract closeout services and obtain, coordinate, and transmit to the Department, Contractor-provided information such as guarantees, warranties, certifications, final permits, Record Drawings, releases, affidavits, operation and maintenance manuals and other items required by the Contract Documents. The Consultant shall review preliminary and final punch lists prepared by the Design Consultant and/or Inspection and shall coordinate with the Contractor to complete all items. The Consultant shall:

- A. Coordinate, schedule, and participate in a final inspection of the Project;
- B. Schedule and coordinate all start-up and commissioning of equipment, including, but not limited to:
 1. Coordinate pre-start-up meeting with Department staff, the Contractor, and the Design Consultant to confirm equipment is ready for testing/operation and the Contractor's plan for start-up;
 2. Observe, with the Design Consultant and Inspection, the field testing and adjustment of equipment;
 3. Ensure equipment operation and maintenance manuals have been submitted by the Contractor and accepted by the Engineer and Department operations and maintenance personnel;
 4. Coordinate instruction sessions for Department and/or tenant personnel in proper operation and maintenance of equipment; and,
 5. If specialized maintenance is required, ensure that necessary maintenance

- contracts are in place to support start of operations;
- C. Make recommendations that may be beneficial to the Department during the initial operating period;
 - D. Negotiate final Authorities for Adjustment and obtain subcontractor releases;
 - E. Obtain and verify the completeness of the Contractor's record drawings and transmit them to the Harbor Department;
 - F. Provide recommendations for lessons learned and attend the lessons learned meeting with Harbor Department staff, Contractor, and Design Consultant;
 - G. Perform warranty administration for warranty issues raised by operations and maintenance personnel; and
 - H. Upon completion and acceptance of the Project, deliver to the Department computer hardware/software and other equipment purchased through this Agreement and all Project documents and records, both in hard copy and electronic formats.

Task 3.2 Post-Mortem Report

In conjunction with the Engineer, coordinate a meeting with key team members, including the Design Consultant and Contractor, to identify problems, challenges and successes during the construction phase of the Project. Prepare a report on the findings and any recommendations regarding changes to policies and procedures to improve future performance.

Task 3.3 Staffing

The Consultant shall be compensated for Post-Construction Services in Tasks 3.1 and 3.2 on an hourly basis as defined in the Project Cost, Attachment 2. To complete these tasks, the Consultant shall provide the following staff:

- Senior Construction Manager – Full-time
- Field/Office Engineer – Full-time
- Document Control/Clerical – Full-time

Task 4 Services

The Engineer may require the Consultant to perform optional services, as noted herein. Payment to the Consultant for such optional services shall be as defined in the Project Cost, Attachment 2. Such services shall include, but not be limited to, the following:

Task 4.1 Public Outreach Services

Provide Public Outreach services, as directed by the Engineer. Tasks may include, but not be limited to, organizing, sponsoring, and facilitating community and stakeholder meetings, construction alert coordination and notifications, development and distribution of project information material, and project hotline and website support.

Task 4.2 Partnering Facilitation Services

Organize, sponsor, and facilitate Partnering workshops, executive sessions, follow-up sessions, and evaluation sessions with selected Department, Consultant, Contractor, and stakeholder staff.

Task 4.3 Quality Assurance Services

Provide acceptance testing, source inspection, and quality assurance services for work under Caltrans Standard Specifications, as directed by the Engineer. The Consultant's scope of work may include, but not limited to, the following tasks on an as-needed/as-directed basis:

- A. As-needed source inspection and quality assurance services for materials;
- B. As-needed quality assurance testing;
- C. As-needed facility audits for verifying quality control procedures;
- D. As-needed non-destructive testing of constructed elements; and
- E. As-needed services in support of Project quality assurance, testing, and inspection

Task 4.4 Additional As-Needed Services

Provide other additional as-needed services for this Project, or other Department projects, as directed by the Engineer.

Task 4.5 Staffing

The Consultant shall be compensated for Other Services in Tasks 4.1 through 4.4 on an hourly basis as-needed and as defined in the Project Cost, Attachment 2.

2.3 Schedule of Work

Following the first Notice to Proceed, the Consultant shall complete the Scope of Work as described in Section 2.2 for each phase of the project according to the following schedule:

- Pre-Construction Services: 4 months
- Construction Services: 20 months
- Post-Construction Services: 6 months
- Total Contract Duration: 30 months

3. PROPOSAL REQUIREMENTS

3.1 Pre-Proposal Meeting (optional)

Firms planning to submit proposals are invited to attend an optional virtual (via Microsoft Teams) pre-proposal meeting on Tuesday, July 28, 2026, from 10:30 a.m. to 11:45 a.m., Pacific Time. In the meeting, Harbor Department staff will provide information about the project, discuss the RFP's administrative requirements, and answer questions. Prospective proposers are strongly encouraged to carefully review the entire RFP and related supplemental documents prior to the meeting, to avoid asking questions during the meeting that have already been answered in those documents.

Use the link below to access the Teams Meeting:

<https://teams.microsoft.com/meet/232754607691890?p=DVGWOOADsta6N99pJA>

Artificial Intelligence based virtual meeting tools may not be used to join or record the meeting. Individuals using AI meeting tools will be removed from the meeting without warning.

The list of attendees will be published on RAMP (ID# 229374) after the meeting. Interested parties can use this listing to facilitate communication between prospective prime consultants and subconsultants. The Harbor Department does not facilitate or participate in connecting primes with subconsultants. We also cannot determine which pre-proposal meeting attendees will submit a proposal.

3.2 Proposal Questions

All questions regarding this RFP must be submitted in writing, exclusively to Felicia Ansley, the Contract Administrator, at fansley@portla.org by no later than 3:00 p.m. on August 4, 2026.

Attempts to contact any other Harbor Department employee or members of the Board of Harbor Commissioners, either directly or through third-parties acting for or on the proposer's behalf, may be presumed to constitute efforts to bias or influence the competitive process with information not detailed in the RFP and not available on an equal basis to all proposers. Accordingly, such attempts shall constitute grounds to disqualify the proposer undertaking them. Any information provided by the Contract Administrator to one proposer in response to questions shall be provided to all proposers.

3.3 Proposal Submission

One (1) digital copy of your proposal, as one complete file in .pdf format*, must be received before 3:00 p.m. Pacific Time on August 18, 2026. Submit your proposal to:

fansley@portla.org

Subject: [*Your Company's Name*] Navy Way Proposal

*Attachment 3, "Resource Schedule", may be submitted as a separate Excel file, if desired.

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. Proposal submissions will receive an e-mailed acknowledgement of receipt from the Contract Administrator. Proposals received at 3:01 p.m. or later will be considered late.

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.

3.4 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 management, approach, and work plan; 4) value of services and budget control, and 5) clarity and comprehensiveness of the proposal. See Exhibit E.

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

3.5 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a one page narrative addressed to the evaluation committee 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 Harbor 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:

- Caltrans design standards
- Grant-funded project delivery
- Interchange construction means and methods
- Traffic control plans and rerouting traffic within active streets

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 Construction Manager and supervision of project team staff.
- Indicate the onsite 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.
- 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. Cost

Provide pricing and cost information for the Project. Include hourly rates for all proposed team members and a total Project cost. Also include pricing for Project Management and any proposed equipment, software, or hardware costs and any other related expenses for the Project in the hourly and fixed rates. Discuss any budget control measures of your firm and proposed subconsultants.

In addition to the narrative described above, complete Attachment 2 – “Project Cost” and Attachment 3 – “Resource Schedule” and submit them with your proposal. Attachment 3 may be e-mailed as a separate Excel file with your proposal submission, if desired.

7. 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) CONSULTANT DESCRIPTION FORM (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise and Local Business Preference Programs 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.

The **mandatory** Small Business Enterprise (SBE) participation for this project will be 25%, including 5% Very Small Business Enterprise (VSBE) participation. **Proposers who fail to demonstrate that they will meet or exceed the SBE/VSBE participation requirement 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](#)) to outreach to potential subconsultants.

Firms must be certified as SBEs or VSBEs through RAMP at the time proposals are due. **Firms will only receive credit for SBE/VSBE certifications reflected on their RAMP profile, and the status of those certifications must be shown as “Verified”.**

If they qualify, firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application available [here](#). Please refer to the Road Map in the application for a listing of agency certifications that may be accepted in lieu of completing the application. If your firm is already certified by one of the listed agencies, review the “Certification on RAMP” instructions on the [Support tab of the RAMP website](#). 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).

SBE (Proprietary) applications should be mailed to the following address, and reference this 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 firm indicating that the insurance requirements for this project as described in this RFP are presently part of your insurance coverage, or that your firm will be able to obtain such coverage should you be selected for award. The proposer 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 submitted in lieu of an insurance verification letter will not be accepted. 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 with their proposal. Fillable forms are available on the Ethics Commission's website, [here](#) and [here](#). The Ethics Commission's detailed instructions for how to complete Form 55 are available [here](#). 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 COMPLIANCE AFFIDAVIT

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 F). **All proposals submitted for this project must include a completed Iran Contracting Act of 2010 Compliance Affidavit.**

E) ACCEPTANCE LETTER OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

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

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

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

All proposers must submit a signed letter in their proposal 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.

3.6 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.

It is the responsibility of all proposers to review their entire proposal prior to submission to ensure that all of the required sections and documents are included.

- ☐ 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
 - Cost
 - Attachment 2 – “Project Cost”
 - Attachment 3 – “Resource Schedule” (this may be e-mailed as a separate Excel file along with your proposal submission, if desired)
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small/Very Small Business Enterprise Program and Local Business Preference Program:
 - Consultant Description Form (reflecting **Prime and any subconsultants**)
- ☐ Letter from your firm indicating your firms’ ability to meet the insurance requirements for this project as described in Section 4.4 of the RFP. **Do not submit an ACORD® Certificate of Liability Insurance sheet 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

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>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), Equitable Access to Contracting Opportunities, during the term of this Agreement.

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 C.

4.4 Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's insurance coverage or that the proposer will be able to obtain such coverage should they be selected for award. The proposer 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 submitted in lieu of an insurance verification letter 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. Consultant shall also indemnify the City as set forth in this Agreement where any subconsultant fails to obtain and maintain in effect insurance coverage pursuant to the insurance requirements herein. 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.

Insurance Coverage by Subconsultants

Where Consultant retains subconsultants, subcontractors, independent contractors or other vendors (collectively "subconsultants" and individually "subconsultant") to provide services

set forth in this Agreement, and Consultant is not performing any of the services at issue, Consultant may submit in lieu of its own insurance policy, insurance policies held by the subconsultant covering the services provided by such subconsultant and in compliance with the relevant insurance requirements set forth in this Agreement, including naming the City and Consultant as additional insured by specific endorsements CG2010 and CG2037, where applicable. Where the Risk Manager finds the submitted documentation is not in compliance with this Agreement, Consultant shall be required to comply with the insurance requirements as set forth herein. Where any subconsultant provides insurance coverage, Consultant shall require and verify that such subconsultant obtain and maintain in effect insurance coverage in compliance with this Agreement.

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. 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

Where applicable, Consultant shall comply with 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 Workers' 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.

Where Consultant provides technical services under this "Agreement", Technology Errors and Omissions Liability Insurance shall be procured and maintained. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Professional Liability and/or Technology Errors and Omissions Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim/aggregate including Notification Costs, which shall cover the 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 acceptance of the completed project by Board.

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

7. Aircraft Liability

Where Consultant uses or operates aircraft and/or unmanned aerial systems, Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of aircraft and/or unmanned aerial systems.

Where Consultant is not the "owner" of the aircraft and/or unmanned aerial systems and there is a "leased" pilot, Consultant will need to provide evidence of Aircraft Liability from the charter company or aircraft and/or unmanned aerial systems owner. Said insurance should specify that the pilot is furnished with the chartering of the aircraft and/or unmanned aerial systems. Coverage should be endorsed to include "Sling Load" if there is any cargo to be transported and attached to the belly of the aircraft and/or unmanned aerial systems. Each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming Consultant and the City of Los Angeles Harbor Department, its officers, agents, employees and volunteers as additional insureds.

Where Consultant is the "owner" of the aircraft and/or unmanned aerial systems and using employee pilots, then coverage should entail Owned & Non-Owned Aircraft. Each policy shall include a Cross Suits Liability in favor of the City, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers,

agents, employees and volunteers as additional insureds.

Where passenger aircraft is utilized, the policy shall include liability coverage for passengers with a limit of liability of not less than One Million Dollars (\$1,000,000) per seat. The limit of liability for owned and non-owned aircraft and/or unmanned aerial systems shall not be less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) in the aggregate. Coverage shall include products and completed operations, property damage and bodily injury.

Consultant hereby grants City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees and volunteers, from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

This Agreement does not authorize Consultant to operate aircraft and/or unmanned aerial systems within the Harbor District. Each operation of any aircraft and/or unmanned aerial system requires the submission of an Application for Port Permit to the Harbor Department and the issuance of a Temporary Entry and Use Permit by the Harbor Department prior to any operation of any aircraft and/or unmanned aerial system.

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 D.

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 Forms 50 and 55 to the awarding authority at the same time the response is submitted. The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Form 50 and 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 F).

4.21 Recordkeeping And Audit Rights

- A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.
- B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

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.

EXHIBIT A

- 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.

EXHIBIT A

- 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. Why the Contractor has been or will be unable to comply.

EXHIBIT A

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.**

- 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.

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 **237310**. 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 \$45 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.

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 an 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 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.

CONSULTANT DESCRIPTION FORM

PLEASE COMPLETE AND SUBMIT WITH YOUR PROPOSAL. THIS IS A FILLABLE FORM.

ALL FIRMS MUST BE REGISTERED ON RAMP. SBE/VSBE CERTIFICATIONS MUST BE VERIFIED ON THE FIRM'S PROFILE.

RFP TITLE: _____

RFP RAMP# _____

PRIME CONSULTANT/CONTRACTOR: COMPLETE ALL FIELDS FOR THE PRIME CONSULTANT/CONTRACTOR

[illegible]

SUB-CONSULTANT/CONTRACTOR: COMPLETE ALL FIELDS FOR PROPOSED SUB-CONSULTANTS/CONTRACTORS

[illegible]

CONSULTANT DESCRIPTION FORM

[illegible]

Exhibit C

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

Contract Administrator's Note:

Only the **selected Consultant** will be required to obtain a BTRC.

Proof of BTRC compliance will be requested during contract award processing. Exhibit C is provided for informational purposes.

Exhibit D

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.

EXHIBIT D

(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 E

RFP SELECTION EVALUATION FORM

Project: Construction Management Support Services for Navy Way and Seaside Avenue Interchange Improvements Project

Firm Name	Evaluated by	Date

Criteria To be Rated		Score (0-5)	Weight Factor	Weighted Score	Comments
Firm Qualifications, Experience, and References					
1	Understanding of the Project		5		
2	Understanding of the Technical Issues		5		
3	Heavy Civil and Caltrans Experience		5		
4	Utility Relocation/ Coordination Experience		4		
5	Familiarity with City of LA and Regulatory Agency Construction Codes and Standards		2		
6	Understanding of Local Community and Tenant Concerns		2		
Project Organization, Personnel, and Staffing					
7	Project Manager		5		
8	Senior Construction Manager		5		
9	Field / Office Engineer		5		
10	Document Control/ Clerical		5		
11	Technical Teams		5		
12	Sub-Consultants		5		
Project Management, Approach, and Work Plan					
13	Overall Management Plan		5		
14	Quality Assurance		4		
15	Cost Control		4		
16	Schedule Control		4		
17	Identification of key issues that may impact Work		3		
Value of Services and Budget Control					
18	Value of Services/ Cost Effectiveness		5		
Clarity and Comprehensiveness of Proposal					
19	Appearance, clarity, and organization of proposal		2		
Total Score =				(out of 400 possible points)	

SCORING GUIDELINES FOR RATERS:

Score: 0 = Not Included / Non-Responsive; 1 = Marginal Abilities / Serious Deficiencies; 2 = Adequate with Minor Deficiencies; 3 = Adequate / Standard / Acceptable, 4 = Well Qualified; 5 = Exceptionally Qualified; Scores must be whole numbers only (for example, "3.5" is not acceptable).

Weight Factor: A range of 1 through 5, with 1 being of relative lower importance and 5 being relative highest importance.

Weighted Score: Each rater's Score multiplied by (x) Weight Factor. Totals are calculated for each criterion.

Total Score: Sum of all weighted scores.

EXHIBIT F

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 (BRTC) 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 DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC (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>BRTC (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>

NAVY WAY AND SEASIDE AVENUE INTERCHANGE IMPROVEMENTS PROJECT

Site Map



Project Highlights

- **Widening the north side of the existing highway bridge** over POLA/POLB rail tracks **A**
- **New westbound auxiliary lane on SR47**, from Pier S Avenue to Navy Way **B**
- **New eastbound collector-distributor road**, connecting the Ferry Street eastbound on-ramp to the Pier S Avenue interchange eastbound off-ramp **C**
- **Extending the existing westbound off-ramp to establish a fifth leg** at the Navy Way/Terminal Way intersection **D**

ATTACHMENT 2

PROJECT COST

Navy Way and Seaside Avenue Interchange Improvements

For those items of the work for which compensation is payable in Fixed Fee amounts, payment to the Consultant shall be made in monthly installments for the Fixed Fee amount set forth below, according to the percentage of completion of each phase of work, as determined and approved by the Chief Harbor Engineer based upon monthly progress reports submitted by Consultant. Monthly progress payments shall be equal to the percentage of completion for each phase multiplied by the Fixed Fee payable for completion of each phase, less amounts previously billed.

For those items of the work for which compensation is payable up to Estimated amounts, Consultant shall be paid an hourly fee at the rates set forth in this Proposal. Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing such work and the applicable hourly rates.

Compensable amounts set forth on an hourly basis, or Fixed Fee basis, are estimated only. In the event that all necessary services required in any category described herein, in the judgement of the Chief Harbor Engineer, are fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, the Chief Harbor Engineer may apply the unexpended balance to compensate Consultant for services in any other category for which compensation was underestimated on either of these bases.

I. PRE-CONSTRUCTION SERVICES

1. Pre-Construction Services, as described in Tasks 1.1 through 1.5 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$_____.

II. CONSTRUCTION SERVICES

1. Construction Services, as described in Tasks 2.1, 2.3 through 2.18, 2.24, and 2.25 of the Project Scope of Work.
Fixed Fee \$_____.
2. Construction Services, as described in Tasks 2.2, and 2.19 through 2.23 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$_____.

III. POST-CONSTRUCTION SERVICES

1. Post-Construction Services, as described in Tasks 3.1 and 3.2 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$_____.

Subtotal for above Services (I., II., and III.) \$_____.

IV. OTHER SERVICES

1. Public Outreach Services as described in Task 4.1 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),

Estimated Amount \$150,000.00

2. Partnering Facilitation Services and follow-up sessions as described in Task 4.2 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),

Estimated Amount \$150,000.00

3. Quality Assurance Services as described in Task 4.3 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),

Estimated Amount \$300,000.00

4. Additional As-Needed Services as described in Task 4.4 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),

Estimated Amount \$300,000.00

Subtotal for Other Services (IV.) \$ 900,000.00.

Expenses for the Fixed Fee items are included in the Fixed Fee amounts.

Expenses for the estimated items in I. Pre-Construction Services, II. Construction Services, and III. Post-Construction Services are included in those Estimated Amounts.

Expenses for the items described in IV. Other Services shall be billed as noted in individual Directives.

Maximum Agreement compensation shall not exceed the total of I. through IV.

\$ _____.

ATTACHMENT 3
RESOURCE SCHEDULE

See Excel File

Attachment 3

Resource Schedule

Navy Way and Seaside Avenue Interchange Improvements

Task		Description/Position	Hourly Rate	Pre-Construction 4-Month Period		Construction 20-Month Period		Post-Construction 6-Month Period	
				Hours	Total Cost	Hours	Total Cost	Hours	Total Cost
1. PRE- CONSTRUCTION SERVICES	Pre-Construction Services as described in Tasks 1.1 through 1.5 of the Project Scope of Work	Senior Construction Manager (Half-time)		320	\$ -				
		Field/Office Engineer (Half-time)		320	\$ -				
		Document Control/Clerical (Half-time)		320	\$ -				
					\$ -				
					\$ -				
		Estimated Amount for this task				\$ -			
2. CONSTRUCTION SERVICES	Construction Services as described in Tasks 2.1, 2.3 through 2.17, 2.24 and 2.25 of the Project Scope of Work	Senior Construction Manager (Full-time)				3,200	\$ -		
		Field/Office Engineer (Full-time)				3,200	\$ -		
		Document Control/Clerical (Full-time)				3,200	\$ -		
						3,200	\$ -		
						\$ -			
		Fixed fee amount for this task				\$ -			
	Monthly Fixed Fee				\$ -				
	Construction Services as described in Tasks 2.2 and 2.18 through 2.23 of the Project Scope of Work	2.2 Contractor's Construction Schedule (Assume 1600 hours)				1,600	\$ -		
		2.18 Structure Representative/Engineer (Assume 800 hours)				800	\$ -		
		2.19 Environmental Compliance and SWPPP Coordination (Assume 800 hours)				800	\$ -		
		2.20 Claims Management (Assume 500 hours)				500	\$ -		
		2.21 Specialized Scheduling Services (Assume 500 hours)				500	\$ -		
		2.22 Independent Estimating Services (Assume 1700 hours)				1,700	\$ -		
		2.23 Safety Programs (Assume 800 hours)				800	\$ -		
						\$ -			
	Estimated Amount for this task				\$ -				
3. POST- CONSTRUCTION SERVICES	Post-Construction Services as described in Tasks 3.1 and 3.2 of the Project Scope of Work	Senior Construction Manager (Full-time)						960	\$ -
		Field/Office Engineer (Full-time)						960	\$ -
		Document Control/Clerical (Full-time)						960	\$ -
									\$ -
									\$ -
		Estimated Amount for this task				\$ -			
4. OTHER SERVICES	Other Services as described in Tasks 4.1 through 4.4 of the Project Scope of Work	4.1 Public Outreach Services					Estimated Amount	\$ 150,000.00	
		4.2 Partnering Facilitation Services					Estimated Amount	\$ 150,000.00	
		4.3 Quality Assurance Services					Estimated Amount	\$ 300,000.00	
		4.4 Additional As-Needed Services					Estimated Amount	\$ 300,000.00	
Maximum Agreement Compensation								\$ 900,000.00	

Notes:

Proposer to enter information only in shaded cells.
Enter additional resources as necessary.