

0150-12867-0001

**TRANSMITTAL**

TO The City Council	DATE 11/06/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Request for Authority to Execute Personal Services Contracts Between the City of Los Angeles (City) and Five Additional Pre-Qualified On-Call (PQOC) Consultants for Bridge/Civil Engineering and Other Design and Support Services**

Approved and transmitted your consideration. The Council has 60 days from the date of receipt to act; otherwise, the agreement will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a).

Please see the City Administrative Officer report attached.



\_\_\_\_\_  
MAYOR  
(Jenny Delwood for)

MWS:WYR:06260023t

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-24-25	C.D. No. Citywide	CAO File No.: 0150-12867-0001				
Contracting Department/Bureau: Department of Public Works – Bureau of Engineering		Contact: Nadir Shah (Nadir.Shah@lacity.org)					
Reference: Request from the Board of Public Works dated July 23, 2025; Received by the City Administrative Officer on October 3, 2025;							
Purpose of Contract: To provide pre-qualified on-call bridge/civil engineering and design services for various public works projects for five years.							
Type of Contract: (X) New contract ( ) Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: Five (5) years from execution date.					
Contract/Amendment Amount: [Click <a href="#">here</a> and type amount]							
Proposed amount \$ 15,000,000 + Prior award(s) \$ 0= Total \$ 15,000,000							
Source of funds: Various funding sources depending on project assignment.							
Name of Contractor: See Report.							
Address: See Report.							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available			X	9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: See Report				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the Council authorize the Board of Public Works, on behalf of the Bureau of Engineering, to execute the proposed contracts for pre-qualified on-call bridge/civil engineering and design support services for various public works projects under federal, state, and local funding guidelines for a term of five years from the date of execution with the consulting firms listed below.

	Consultant	Address	Workforce that Resides in the City (%)
1.	CSG Consultants, Inc. (CSG)	3707 W. Garden Grove Blvd. # 100 Orange, CA 92868	0.00%
2.	D R Consultants and Designers, Inc. (D R Consultants)	915 Wilshire Boulevard, 7th Floor Los Angeles, CA 90017	29.41%
3.	JMDiaz, Inc. dba JMD (JMD)	18645 East Gale Avenue, Suite 212 City of Industry, CA 91748-1363	0.00%
4.	RSE Corp. dba RSE (RSE)	250 West First Street, Suite 226 Claremont, CA 91711	2.50%
5.	V&A, Inc. (V&A)	1111 S. Grand Avenue, #103, Los Angeles, CA 90015	6.45%

**SUMMARY**

In accordance with Executive Directive 3, the Board of Public Works (Board), on behalf of the Bureau of Engineering (BOE), requests authority to execute new agreements with five additional pre-qualified on-call (PQOC) consultants for bridge, civil engineering, and other design support services for various

<i>Wendy Renteria</i>			<i>John J. Huber</i>		
WYR	Analyst	0150-12867-0001	City Administrative Officer		

federally, state, and locally funded public works projects. The five additional contractors are: CSG Consultants, Inc. (CSG); D R Consultants and Designers, Inc. (D R Consultants); JMDiaz, Inc. dba JMD (JMD); RSE Corp. dba RSE (RSE); and V&A, Inc. (V&A).

The existing PQOC list consists of 40 firms as the Board previously approved the execution of personal service contracts on November 8, 2024 after a Request for Qualifications (RFQ) for a contract term of five years. The additional five contractors listed above participated in the RFQ and fulfilled all contract requirements, but did not obtain financial approval from the California Department of Transportation (Caltrans) Independent Office of Audits and Investigation (IOAI). All five additional contractors have since received financial approval from IOAI and are recommended to be added to the PQOC list.

The total amount payable by City for all Task Orders resulting from this contract shall not exceed \$15,000,000. The scope of services includes, but is not limited to, pre-design, design, construction engineering, project management, and other professional support services related to bridge and street projects. Additional services may involve hydrology studies, geotechnical services, environmental assessments, traffic management planning, and preparation of Plans, Specifications, and Estimate (PS&E) packages. Task Orders will be assigned by soliciting proposals from the pre-qualified firms, with the most suitable consultant selected based on specific project requirements. The contracts make no guarantee of work to any consultant included on the pre-qualified on-call list.

In accordance with Charter Section 1022, the Personnel Department determined that there are existing classifications within the City that are able to perform the proposed work. On April 19, 2023, the Office of the City Administrative Officer determined that it was more feasible to utilize consultants, rather than City employees, to perform this work because there is insufficient existing City staff to perform the work and the intermittent nature of the proposed work. This Office has confirmed that the five Contractors are in compliance with City contracting requirements.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required since the term of the contracts exceeds three years.

## **FISCAL IMPACT STATEMENT**

The proposed contracts will have no direct General Fund impact, as funding will be provided on a project by project basis from various funds, including the General Fund, subject to the availability of funds. In addition, the contracts contain a Financial Liability Clause which limits the City's financial obligation to the amount appropriated by the Mayor and Council.

## **FINANCIAL POLICIES STATEMENT**

The actions recommended in this report comply with the City's Financial Policies as costs incurred by the City will be supported by future appropriations.

**BOARD OF PUBLIC WORKS  
MEMBERS**

**STEVE S. KANG**  
PRESIDENT

**JENNY CHAVEZ**  
VICE PRESIDENT

**JOHN GRANT**  
PRESIDENT PRO TEMPORE

**FAITH I. MITCHELL**  
COMMISSIONER

**ERNESTO CARDENAS**  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**ELYSE MATSON**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

July 23, 2025

**BPW-2024-0459**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012

## **PERSONAL SERVICES CONTRACTS – FIVE PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS**

As recommended in the accompanying report from the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the President or two Commissioners of the Board to execute the personal services contracts between the City of Los Angeles (City) and the Pre-Qualified On-Call (PQOC) Bridge/Civil Engineering and Other Design and Support Services Consultants. The consultants will provide as-needed services for various public works projects that are under Federal funding guidelines. The additional five PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants are:
  - a. CSG Consultants, Inc. (CSG)
  - b. D R Consultants and Designers, Inc. (D R Consultants)
  - c. JMDiaz, Inc. dba JMD (JMD)
  - d. RSE Corp. dba RSE (RSE)
  - e. V&A, Inc. (V&A);
2. NOTIFY the Bureau of Engineering (BOE), Bridge Improvement Division (BID), Nadir Shah, at [nadir.shah@lacity.org](mailto:nadir.shah@lacity.org), when the contracts are ready to be executed by the Board; whereupon two original copies of each of the contracts will be delivered to the Executive Officer of the Board for signature; and

3. UPON EXECUTION, request the City Clerk to attest and certify the two original copies of the personal services contracts. The City Clerk and the Board will each retain one original copy.

Sincerely,

Handwritten signature of TJ Knight in cursive script.

TJ KNIGHT,

Asst. Executive Officer, Board of Public Works

TK:lc

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

July 23, 2025

CD Nos. All

BPW-2025-0459

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
REFERRED TO CITY COUNCIL  
JUL 23 2025  
AND REFERRED TO THE MAYOR

  
Executive Officer  
Board of Public Works

**EXECUTE PERSONAL SERVICES CONTRACTS WITH ADDITIONAL FIVE PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. APPROVE and FORWARD this report with transmittals to the Mayor's Office requesting that they approve and authorize the President or two Commissioners of the Board to execute the personal services contracts between the City of Los Angeles (City) and the Pre-Qualified On-Call (PQOC) Bridge/Civil Engineering and Other Design and Support Services Consultants. The consultants will provide as-needed services for various public works projects that are under Federal funding guidelines. The additional five PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants are:
  1. CSG Consultants, Inc. (CSG)
  2. D R Consultants and Designers, Inc. (D R Consultants)
  3. JMDiaz, Inc. dba JMD (JMD)
  4. RSE Corp. dba RSE (RSE)
  5. V&A, Inc. (V&A)
2. NOTIFY the Bureau of Engineering (BOE), Bridge Improvement Division (BID), Nadir Shah, at nadir.shah@lacity.org, when the contracts are ready to be executed by the Board; whereupon two original copies of each of the contracts will be delivered to the Executive Officer of the Board for signature.
3. UPON EXECUTION, request the City Clerk to attest and certify the two original copies of the personal services contracts. The City Clerk and the Board will each retain one original copy.

**FISCAL IMPACT STATEMENT**

Considering the proposed contracts are for as-needed services, the contracts do not have any financial impact on the City. The BOE will ensure that adequate funds are available to cover the costs for work on specific projects prior to requesting proposals from the firms.

**TRANSMITTALS**

1. Copy of the BOE and Bureau of Contract Administration (BCA) Joint Board Report No. 1, adopted November 8, 2024, approving and forwarding execution of personal services contracts with 40 PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants.
2. Copy of the BOE and BCA Joint Report No. 1, adopted December 13, 2023, authorizing advertisement of the Request for Qualifications (RFQ).

3. Copy of the RFQ entitled “Pre-Qualified On-Call Bridge/Civil Engineering and Other Design and Support Services Consultants List for Various Public Works Projects”.
4. List of firms responding to the RFQ.
5. Copy of the Statement of Qualifications (SOQ) as submitted by each firm selected for the PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants List.
6. Master copy of the proposed personal services contract between the City and the selected firms.
7. Copy of the Master RFQ/Request for Proposals (RFP) Contract Checklist, Items 11-14 completed.
8. Copy of the Personal Services Contracting Process Checklist, Items 7-9 completed.

## **DISCUSSION**

### ***Background***

This board report seeks approval to execute personal services contracts with five additional consultants for the PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants List. These consultants fulfilled all contract requirements except obtaining financial approval from the California Department of Transportation’s (Caltrans’) Independent Office of Audits and Investigation (IOAI) at the time that the initial list was established. Since the drafting of this board report, all remaining five firms have received approval from the IOAI. The contracts with the initial 40 other consultants were approved on November 8, 2024 (Transmittal No. 1).

On December 13, 2023, the Board authorized the City Engineer to advertise and issue a RFQ to provide bridge/civil engineering and other design and support services on a pre-qualified, as-needed basis (Transmittal Nos. 2 and 3). Additionally, the City Engineer was authorized to negotiate personal services contracts with selected consultant firms.

The Notice-to-Advertise was published locally, and the RFQ with all attachments was made available on the City’s Regional Alliance Marketplace for Procurement (RAMP) website. Interested respondents downloaded the RFQ and related documents directly from the RAMP website.

A total of 236 firms downloaded the RFQ documents, and on February 23, 2024, 48 consultants submitted their SOQs (Transmittal Nos. 4 and 5). The submitted SOQs were evaluated by a panel consisting of staff members from the BOE, StreetsLA and the Los Angeles Department of Transportation. Evaluations were based on the following criteria:

- Understanding of the work to be done
- Experience with similar kinds of work
- Quality of staff for work to be done
- Capability of developing innovative or advanced techniques

July 23, 2025  
Page 3

- Familiarity with state and federal procedures
- Financial responsibility
- Demonstrated technical ability

Based on the evaluations, a bench of 48 consultants for the PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants List was developed. Interviews were not conducted during the selection process in this initial PQOC qualification phase; however, BOE staff may choose to conduct interviews during specific Task Order Solicitations (TOS).

The BOE staff briefed the Board Commissioners on November 7, 2023, prior to commencing contract negotiations. Subsequently, the BOE staff completed contract negotiations and proposed contracts were drafted (Transmittal No. 6).

Subsequently, two firms withdrew from the contracting process, and one firm failed to meet the deadline for submitting the financial documents to Caltrans' IOAI. This resulted in 45 firms proceeding. Caltrans' Indirect Cost Rate (ICR) review documentation verifying compliance with federal cost principles are available in the project files.

#### ***Compliance with City and Board Policies***

The Board's personal services contracting policies have been followed (Transmittal Nos. 7 and 8). The selected consultants are subject to compliance with the following City Ordinances and policies: Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; and Best Terms. The PQOC consultants must comply with the requirements of the Federal DBE Program. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Businesses are encouraged to locate or remain within the City to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, consultants provided the following information:

<b>Consultant Firm</b>	<b>Total No. of Employees in Firm</b>	<b>No. of Employees who are L.A. Residents</b>	<b>(%) of Employees who are L.A. Residents</b>
CSG	358	0	0.00%
DR Consultants	51	15	29.41%
JMD	28	0	0.00%
RSE	80	2	2.50%
V&A	31	2	6.45%

***Contractor Performance Evaluation***

In accordance with Article 13, Chapter 1, Division 10 of the Los Angeles Administrative Code (L.A.A.C.), the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the BCA upon completion of these contracts.

***Contractor Responsibility Ordinance***

All consultants participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance may render the consultant's contract subject to termination pursuant to the conditions expressed therein.

***Notice of Intent to Contract and Charter Section 1022 Determination***

The required Notification of Intent to Contract form was submitted to the Office of the City Administrative Officer (CAO) on January 23, 2023.

In compliance with Charter Section 1022, on April 19, 2023, the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

***City Attorney Review***

Caltrans completed the ICR review and provided reasonable assurance of compliance with Federal cost principles. The proposed contracts have been reviewed and approved as to form by the City Attorney's Office.

***Disadvantaged Business Enterprise (DBE) Program***

These contracts are federally-funded. The City will follow the U.S. Department of Transportation's DBE Program requirements as described in 49 Code of Federal Regulations (CFR) 26 along with Caltrans' DBE Program requirements. The respondents were required by the RFQ to either pledge to meet the project's DBE goal of 20 percent or submit adequate documentation of their DBE Good Faith Efforts outreach to meet the goal. The Office of Contract Compliance (OCC) reviewed the outreach documentation in conjunction with the BOE and found that all five additional consultants complied with the outreach requirements by pledging to meet the 20 percent DBE participation goal.

The five additional consultants submitted potential lists of subconsultants, from which they will solicit proposals for the upcoming projects. All DBE certifications have been verified at the time of this report. When a task order is issued, the BOE BID staff will include a line item directing the consultant to submit a list of all subconsultants to be used on the task, regardless of certification status or amount, and the certifications will again be verified at that phase. BOE will confirm that the consultant has pledged to meet the TOS-specific DBE goal.

The following is the subconsultant information for the five additional consultants.

Gender/Ethnicity Codes:

AA = African American	HA = Hispanic American
APA = Asian Pacific American	SAA = Subcontinent Asian American
NA = Native American	C = Caucasian
M = Male	F = Female

<b>CSG (OBE*)</b>		
<b>Subconsultants</b>	<b>Gender/Ethnicity</b>	<b>DBE/OBE</b>
Parikh Consultants, Inc.	M/APA	DBE
PacRim Engineering, Inc.	M/APA	DBE
NUVIS	M/HA	DBE
Arellano Associates	F/HA	DBE
Global Urban Strategies, Inc.	M/HA	DBE
Geo-Advantec, Inc.		OBE
Calvada Surveying, Inc.		OBE
General Technologies and Solutions LLC		OBE
Grant Management Associates		OBE
Stoss Landscape		OBE
TJW Engineering, Inc.		OBE
Leland Saylor Associates		OBE
Schaaf & Wheeler		OBE

\*Other Business Enterprise

<b>D R Consultants (DBE F/HA)</b>		
<b>Subconsultants</b>	<b>Gender/Ethnicity</b>	<b>DBE/OBE</b>
Cornerstone Studios, Inc.	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
FPL and Associates, Inc.	M/APA	DBE
LIN Consulting, Inc.	M/APA	DBE
The Robert Group	F/AA	DBE
Virginkar & Associates, Inc.	M/APA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE
TRC		OBE
Grant Management Associates		OBE
Lehrer Architects		OBE
KPFF		OBE
Epic Land Solutions		OBE

Alta Planning		OBE
Leland Saylor Associates		OBE
P2S		OBE
Value Management Strategies		OBE

<b>JMD (DBE M/HA)</b>		
<b>Subconsultants</b>	<b>Gender/Ethnicity</b>	<b>DBE/OBE</b>
Coast Surveying, Inc.	M/HA	DBE
Costin Public Outreach Group, Inc.	F/C	DBE
GPA Consulting	F/C	DBE
CNS Engineers, Inc.	M/APA	DBE
California Consulting, Inc.		OBE
Moore Iacofano Goltsman, Inc.		OBE
Studio Pali Fekete Architects		OBE
Epic Land Solutions, Inc.		OBE
Hushmand Associates, Inc.		OBE

<b>RSE (DBE M/APA)</b>		
<b>Subconsultants</b>	<b>Gender/Ethnicity</b>	<b>DBE/OBE</b>
Arellano Associates	F/HA	DBE
Budlong & Associates, Inc.	M/SAA	DBE
Cornerstone Structural Engineering Group		OBE
Cornerstone Studios, Inc.	M/APA	DBE
Fehr & Peers		OBE
FPL & Associates, Inc.	M/APA	DBE
GHD, Inc.		OBE
Galvin Preservation Associates, Inc. dba GPA Consulting	F/C	DBE
Hushmand Associates, Inc.		OBE
Kleinfelder		OBE
PacRim Engineering, Inc.	M/APA	DBE
RBI Traffic, Inc.		OBE
SMA, Inc.		OBE
TDG Engineering, Inc.		OBE

<b>V&amp;A (DBE M/HA)</b>		
<b>Subconsultants</b>	<b>Gender/Ethnicity</b>	<b>DBE/OBE</b>
Community Connections, LLC	F/HA	DBE
HDR Engineering Services		OBE
Pacifica Services, Inc.		OBE
Yunsoo Kim Design, Inc.	M/APA	DBE

\*The OCC has verified the subconsultants' certifications as of the time of review of this RFQ. The awarding authority who is issuing the individual TOS will be responsible for verifying the certification statuses as of the date the task order is assigned.

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

July 23, 2025  
Page 7

( NS VCA AV KD )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bridge Improvement Division

Nadir Shah, PE  
Division Engineer  
Phone No.: (213) 676-1531

Compliance review performed  
and approved by:



Lynda McGlinchey (Jul 10, 2025 15:13 PDT)

Lynda McGlinchey, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration

NS/JB/04-2025-0071\_BID.pnc

Questions regarding this  
report may be referred to:  
Jose Beristain, PE, Senior Civil Engineer  
Phone No. (213) 847-0478  
Email: jose.beristain@lacity.org

Respectfully submitted,



Alfred Mata, PE  
Interim City Engineer  
Bureau of Engineering



John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration

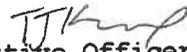
Department of Public Works

Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

November 6, 2024  
CD Nos. All

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR

NOV 08 2024

  
Executive Officer  
Board of Public Works

**EXECUTE PERSONAL SERVICES CONTRACTS WITH 40 PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. APPROVE and FORWARD this report with transmittals to the Mayor's Office requesting that they approve and authorize the President or two Commissioners of the Board to execute the personal services contracts between the City of Los Angeles (City) and the Pre-Qualified On-Call (PQOC) Bridge/Civil Engineering and Other Design and Support Services Consultants. The consultants will provide as-needed services for various public works projects that are under Federal funding guidelines. The 40 PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants are:

1. AECOM Technical Services, Inc. (AECOM)
2. Alta Planning + Design, Inc. (Alta)
3. Ardurra Group, Inc. (Ardurra)
4. AtkinsRealis USA, Inc. (Atkins)
5. AZTEC Engineering Group, Inc. (AZTEC)
6. C2PM
7. CNS Engineers, Inc. (CNS)
8. Cordoba Corp. (Cordoba)
9. Cornerstone Structural Engineering Group, Inc. (Cornerstone)
10. CR Associates (CRA)
11. David Evans and Associates, Inc. (DEA)
12. Dewberry Engineers, Inc. (Dewberry)
13. D'Leon Consulting Engineers (D'Leon)
14. EXP U.S. Services, Inc. (EXP)
15. GHD, Inc. (GHD)
16. Harris & Associates, Inc. (Harris)
17. HNTB Corp. (HNTB)
18. IDC Consulting Engineers, Inc. (IDC)
19. Jacobs Engineer, Inc. (Jacobs)
20. Kimley-Horn and Associates, Inc. (Kimley-Horn)
21. Kleinfelder, Inc. (Kleinfelder)
22. KPFF, Inc. (KPFF)
23. Mark Thomas & Company, Inc. (Mark Thomas)
24. MARRS Services, Inc. (MARRS)

**TRANSMITTAL NO. 1**

25. MGE Engineering, Inc. (MGE)
  26. Michael Baker International, Inc. (Mike Baker)
  27. Moffat & Nichol
  28. Mott MacDonald Group, Inc. (Mott MacDonald)
  29. NCM Engineering Corp. (NCM)
  30. Pacific Pros Consultants (Pacific Pros)
  31. Parsons Transportation Group, Inc. (Parsons)
  32. PMCS Group, Inc. (PMCS)
  33. Psomas
  34. Ramos Consulting Services, Inc. (Ramos)
  35. SBP Engineering Consultants (SBP)
  36. Toole Design Group Engineering, Inc. (Toole)
  37. Tetra Tech, Inc. (Tetra Tech)
  38. TRC Engineers, Inc. (TRC)
  39. T.Y. Lin international (T.Y. Lin)
  40. WSP USA, Inc. (WSP)
2. NOTIFY the Bureau of Engineering (BOE), Bridge Improvement Division (BID), Christine Sotelo at [Christine.Sotelo@lacity.org](mailto:Christine.Sotelo@lacity.org) when the contracts are ready to be executed by the Board; whereupon two original copies of each of the contracts will be delivered to the Executive Officer of the Board for signature.
  3. UPON EXECUTION, request the City Clerk to attest and certify the two original copies of the personal services contracts. The City Clerk and the Board will each retain one original copy.

#### **FISCAL IMPACT STATEMENT**

Considering the proposed contracts are for as-needed services, the contracts do not have any financial impact on the City. The BOE will ensure that adequate funds are available to cover the costs for work on specific projects prior to requesting proposals from the firms.

#### **TRANSMITTALS**

1. Copy of the BOE and Bureau of Contract Administration (BCA) Joint Report No. 1, adopted on December 13, 2023, authorizing advertisement of the Request for Qualifications (RFQ).
2. Copy of the RFQ entitled "Pre-Qualified On-Call Bridge/Civil Engineering and Other Design and Support Services Consultants List for Various Public Works Projects."
3. List of firms responding to the RFQ.

November 6, 2024

Page 3

4. Copy of the Statement of Qualifications (SOQ) as submitted by each firm selected for the PQOC Bridge/Civil Engineering and other Design Services Consultants List.
5. Master copy of the proposed personal services contract between the City and the selected firms.
6. Copy of the Master RFQ/RFP Contract Checklist, Items 11-14 completed.
7. Copy of the Personal Services Contracting Process Checklist, Items 7-9 completed.

## **DISCUSSION**

### ***Background***

On December 13, 2023, the Board authorized the City Engineer to advertise and issue an RFQ to provide bridge/civil engineering and other design and support services on a pre-qualified, as-needed basis (Transmittal Nos. 1 and 2). The City Engineer was also authorized to negotiate a personal services contract with each of the selected consultant firms.

A Notice-to-Advertise the RFQ was placed in a local publication. The RFQ and its attachments were uploaded to the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website, where respondents were able to download the RFQ and attachments.

The RFQ was downloaded from the RAMP website by 236 firms. On February 23, 2024, 48 consultants submitted their Statement of Qualifications (SOQ) (Transmittal Nos. 3 and 4). The SOQs were rated by a panel comprised of staff from the BOE, StreetsLA and LADOT based on the following criteria:

- Understanding of the work to be done
- Experience with similar kinds of work
- Quality of staff for work to be done
- Capability of developing innovative or advanced techniques
- Familiarity with state and federal procedures
- Financial responsibility
- Demonstrated technical ability

A bench of 48 PQOC Bridge/Civil Engineering and Other Design and Support Services

Consultants was developed. Interviews of the firms were not required during the PQOC development process. When a Task Order Solicitation (TOS) is issued, the BOE staff can choose to interview the firms for qualification. Based on the rating of the SOQ and Caltrans' review of the Consultant's and Subconsultants' Indirect Cost Rate (ICR), and after the withdrawal of 2 firms indicated below, 40 submitted firms were determined to be qualified. The remaining 6 firms are still pending acceptance of their ICR from Caltrans' Independent Office of Audits and Investigation (IOAI). Once the audits have been reviewed and accepted by IOAI, the remaining firms will be amended into the Federal Consultant List. The documents from Caltrans' ICR review for compliance with federal cost principles are available in the project files.

Staff briefed the Board Commissioners on November 7, 2023, before contract negotiations began. The BOE staff completed contract negotiations and proposed contracts were drafted (Transmittal No. 5).

On July 17, 2024, VCA Engineers, Inc. provided correspondence to BOE staff to withdraw their application to be on this list. On July 25, 2024, PacRim Engineering, Inc. also provided correspondence to BOE staff to withdraw their application to be on this list.

***Compliance with City and Board Policies***

The Board's personal services contracting policies have been followed (Transmittal Nos. 6 and 7). The selected consultants are subject to compliance with the following City Ordinances and policies: Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; and Best Terms. The PQOC consultants must comply with the requirements of the Federal DBE Program. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Businesses are encouraged to locate or remain within the City to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, consultants provided the following information:

<b>Consultant Firm</b>	<b>Total No. of Employees in Firm</b>	<b>No. of Employees who are L.A. Residents</b>	<b>(%) of Employees who are L.A. Residents</b>
AECOM	14,625	286	1.96%
Alta	234	17	7.26%

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024

Page 5

Ardurra	1,500	1	0.07%
Atkins	4,298	70	1.63%
AZTEC	200	2	1.00%
C2PM	20	15	75.00%
CNS	12	0	0.00%
Cordoba	550	24	4.36%
Cornerstone	19	0	0.00%
CRA	53	12	22.64%
DEA	900	8	0.89%
Dewberry	2,542	3	0.12%
D'Leon	31	22	70.97%
EXP	4,200	12	0.29%
GHD	11,000	25	0.23%
Harris	268	4	1.49%
HNTB	6,422	71	1.11%
IDC	15	0	0.00%
Jacobs	10,348	41	0.40%
Kimley-Horn	7,415	36	0.49%
Kleinfelder	2,907	12	0.41%
KPFF	1,380	65	4.71%
Mark Thomas	390	6	1.54%
MARRS	58	16	27.59%
MGE	34	0	0.00%
Mike Baker	3,963	10	0.25%
Moffat & Nichol	1,108	10	0.90%
Mott MacDonald	2,400	98	4.08%
NCM	34	1	2.94%
Pacific Pros	10	2	20.00%
Parsons	18,450	175	0.95%
PMCS	121	12	9.92%
Psomas	768	67	8.72%
Ramos	60	34	56.67%
SBP	250	3	1.20%
Toole	271	11	4.06%
Tetra Tech	26,291	91	0.35%

TRC	6,400	23	0.36%
T.Y. Lin	1,968	14	0.71%
WSP	8,344	33	0.40%

***Contractor Performance Evaluation Ordinance***

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (L.A.A.C.), the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the BCA upon completion of these contracts.

***Contractor Responsibility Ordinance***

All consultants participating in this program are subject to compliance with the requirements specified in the City’s Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance may render the consultant’s contract subject to termination pursuant to the conditions expressed therein.

***Notice of Intent to Contract and Charter Section 1022 Determination***

The required Notification of Intent to Contract form was submitted to the Office of the City Administrative Officer (CAO) on January 23, 2023.

In compliance with Charter Section 1022, on April 19, 2023, the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

***City Attorney Review***

Caltrans completed the ICR review and provided reasonable assurance of compliance with Federal cost principles. The proposed contracts have been reviewed and approved as to form by the City Attorney’s Office.

***Disadvantaged Business Enterprise (DBE) Program***

These contracts are federally-funded. The City will follow the U.S. Department of Transportation’s DBE Program requirements as described in 49 CFR 26 along with Caltrans’ DBE Program requirements. The respondents were required by the RFQ to either pledge to meet the project’s DBE goal of 20 percent or submit adequate documentation of their DBE Good Faith Efforts outreach to meet the goal. The Office of Contract Compliance (OCC) reviewed the outreach documentation in conjunction with BOE and found that all 46 consultants complied with the outreach requirements by pledging to meet the 20 percent DBE participation goal.

The 46 consultants submitted potential lists of subconsultants, from which they will solicit proposals for the upcoming projects. All DBE certifications have been verified at the time of this report. When a task order is issued, the BOE BID staff will include a line item

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 7

directing the consultant to submit a list of all subconsultants, regardless of certification status or amount, and certifications will again be verified at that phase. BOE will confirm that the consultant has pledged to meet the TOS specific DBE goal. The following is the subconsultant information for the 46 consultants.

Gender/Ethnicity Codes:

- |                              |                                   |
|------------------------------|-----------------------------------|
| AA = African American        | HA = Hispanic American            |
| APA = Asian Pacific American | SAA = Subcontinent Asian American |
| NA = Native American         | C = Caucasian                     |
| M = Male                     | F = Female                        |

<b>AECOM</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
AECOM		OBE
Arellano Associates, LLC	F/HA	DBE
CNS Engineers, Inc.	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
LIN Consulting, Inc.	M/APA	DBE
MA Engineering	M/HA	DBE
Monument ROW	F/C	DBE
PacRim Engineering, Inc.	M/APA	DBE
SafeProbe, Inc.	M/APA	DBE
Suenram & Associates, Inc.	F/C	DBE
Tatsumi and Partners, Inc.	M/APA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE

<b>Alta</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Alta		OBE
AIX Civil Design, Inc.	M/HA	DBE
Arellano Associates, LLC	F/HA	DBE
Monument ROW	F/C	DBE
GPA Consulting	F/C	DBE

Coast Surveying, Inc.	M/HA	DBE
Jacobs		OBE
Builoff Surveying and Mapping		OBE
Ardurra		OBE
Harrocks Engineers		OBE
Craftwater Engineering, Inc.		OBE
Geosyntec Consultants		OBE
ARUP		OBE

<b>Ardurra</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Ardurra		OBE
AIX Civil Design, Inc.	M/HA	DBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
Arellano Associates, LLC	F/HA	DBE
CNS Engineers, Inc.	M/APA	DBE
Coast Surveying, Inc.	M/HA	DBE
Cornerstone Studios	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
PacRim Engineering, Inc.	M/APA	DBE
HL Construction Management, Inc.		OBE
Sukow Engineering		OBE
ALTA Planning & Design, Inc.		OBE
Dudek		OBE
OPC, a Division of TranSystems		OBE
TranSystems		OBE

<b>Atkins</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Atkins		OBE
The Morcos Group, Inc.	F/C	DBE
Watearth, Inc.	F/C	DBE
Converse Consultants		OBE
D R Consultants & Designers, Inc.	F/HA	DBE
Studio-MLA	F/HA	DBE
FPL and Associates, Inc.	M/APA	DBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 9

Impact Sciences, Inc.	F/C	DBE
Arellano Associates, LLC	F/HA	DBE
Rincon Consultants, Inc.		OBE
Moran Consulting Corp.	M/HA	DBE
Coast Surveying, Inc.	M/HA	DBE
Ninyo and Moore		OBE
MNS Engineers, Inc.		OBE
Oyler Wu Collaborative		OBE

<b>AZTEC</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
AZTEC		OBE
GPA Consulting	F/C	DBE
Monument ROW	F/C	DBE
Earth Mechanics, Inc.	M/SAA	DBE
Arellano Associates, LLC	F/HA	DBE
V&A, Inc.	M/HA	DBE
Suenram & Associates, Inc.	F/C	DBE
V+M Structural Design, Inc.	M/HA	DBE
Ardurra		OBE
MNS Engineers, Inc.		OBE

<b>C2PM</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
C2PM	F/APA	DBE
Avant-Garde, Inc.	F/HA	DBE
Aristos Strategies		OBE
Aztec		OBE
COWI		OBE
Epic Land Solutions		OBE
Gannett Fleming		OBE
Group Delta		OBE

General Technologies and Solutions		OBE
Intueor Consulting, Inc.	M/SAA	DBE
Iteris		OBE
Kleinfelder		OBE
Lynn Capouya		OBE
Michael Baker		OBE
Pacific Pros		OBE
David Engineering Corp.	M/AA	DBE
Stantec		OBE
STV		OBE
Toole Design Group		OBE
TranSystems		OBE
Samsa Engineering	F/SAA	DBE
The Alliance Group Corp.	M/APA	DBE

<b>CNS</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
CNS	M/APA	DBE
GPA Consulting	F/C	DBE
Monument ROW, Inc.	F/C	DBE
Diaz Yourman & Associates	M/HA	DBE
Lin Consulting, Inc.	M/APA	DBE
CL Surveying and Mapping, Inc.	M/APA	DBE
Tatsumi and Partners, Inc.	M/APA	DBE
Rincon Consulting, Inc.		OBE
BKF Engineers		OBE
Arrellano Associates, Inc.	F/HA	DBE
Falcon Engineering Services, Inc.		OBE
Value Management Strategies, Inc.		OBE

<b>Cordoba</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Cordoba		OBE
Arellano Associates, LLC	F/HA	DBE
D'Leon Consulting Engineers Corp.	M/HA	DBE
Monument ROW	F/C	DBE
Mariposa Consulting	F/HA	DBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 11

PQM, Inc.	F/C	DBE
Ramos Consulting Services, Inc.	M/HA	DBE
Rheia Consulting LLC	F/C	DBE
Studio-MLA	F/HA	DBE
V&A, Inc.	M/HA	DBE
Vicus Planning LLC	F/HA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE

<b>Cornerstone</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Cornerstone		OBE
RSE Corp.	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
River Focus, Inc.	M/HA	DBE
GPA Consulting	F/C	DBE
Arellano Associates	F/C	DBE
Avila and Associates		OBE
GHD, Inc.		OBE
Gruen Associates		OBE
Perkins Eastman Architects		OBE

<b>CRA</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
CRA	F/APA	DBE
Impact Sciences, Inc.	F/C	DBE
Arellano Associates	F/HA	DBE
Calvada Surveying, Inc.		OBE
Epic Land Solutions, Inc.		OBE
Gruen Associates		OBE
Michael Baker International, Inc.		OBE
Ninyo and Moore		OBE
Parsons Transportation Group		OBE
TranSystems Corp.		OBE

<b>DEA</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
DEA		OBE
Arellano Associates	F/HA	DBE
Coast Surveying, Inc.	M/HA	DBE
Earth Mechanics	M/SAA	DBE
GPA Consulting	F/C	DBE
IDC Consulting Engineers, Inc.	F/APA	DBE
Impact Sciences	F/C	DBE
JSE4 Engineering, Inc.	F/C	DBE
Monument	F/C	DBE
Murakawa Communications	F/APA	DBE
NUVIS	M/HA	DBE
PacRim Engineering	M/APA	DBE
Procura 360	M/HA	DBE
The Alliance Group	M/APA	DBE
ARUP US, Inc.		OBE
Lynn Capouya, Inc.		OBE

<b>Dewberry</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Dewberry		OBE
PacRim Engineering, Inc.	M/APA	DBE
Valle and Associates, Inc.		OBE
Yunsoo Kim Design, Inc.	M/APA	DBE
AIX Civil Design, Inc.	M/HA	DBE
Diaz-Yourman Consultants, Inc.	M/HA	DBE
D'Leon Consulting Engineers	M/HA	DBE
Duke Cultural Resources Management, LLC	M/HA	DBE
FPL and Associates, Inc.	M/APA	DBE
McCormick-Busse, Inc.	F/C	DBE
Conaway Geomatics		OBE
Cordoba	M/HA	DBE
MBI Media	F/C	DBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024

Page 13

V&A, Inc.	M/HA	DBE
WG Zimmerman Engineering		OBE

<b>D'Leon</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
D'Leon	M/HA	DBE
CNS Engineers, Inc.	M/APA	DBE
Monument ROW	F/C	DBE
Studio-MLA	F/HA	DBE
V&A, Inc.	M/HA	DBE
Trifiletti Consulting	F/HA	DBE
Atlas Technical Consultant		OBE
Black & Veatch Corp.		OBE
Conaway Geomatics		OBE
Gannett Fleming, Inc.		OBE
Historic Resources Group		OBE
Lehrer Architects		OBE

<b>EXP</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
EXP		OBE
Arellano Associates, LLC	F/HA	DBE
AYCE Consulting Engineers	F/APA	DBE
C2PM		OBE
CNS Engineering, Inc.	M/APA	DBE
CR Associates	F/APA	DBE
CWE		OBE
D R Consultants	F/HA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
GPA Consulting	F/C	DBE
JSE4 Engineering	F/C	DBE
Monument ROW	F/C	DBE
NUVIS	M/HA	DBE
The Alliance Group Enterprise	M/APA	DBE
Tovar Geospatial	M/HA	DBE
TranSystems		OBE
Geo Advantec, Inc.		OBE

<b>GHD</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
GHD		OBE
MBI Media	F/C	DBE
Regency Right of Way Consulting	F/AA	DBE
RSE Corp.	M/APA	DBE
SafeProbe, Inc.	M/APA	DBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
Watearth, Inc.	F/C	DBE
Sparano & Mooney		OBE
Alta Planning		OBE
Cornerstone Studios	M/APA	DBE
Gruen Associates		OBE
KOA Engineering		OBE

<b>Harris</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Harris		OBE
ADVANTEC Consulting Engineers	M/APA	DBE
AIX Civil Design, Inc.	M/HA	DBE
Ana Cubas Consulting-Mariposa	F/HA	DBE
Arellano Associates, LLC	F/HA	DBE
Campbell & Campbell	F/C	DBE
Casamar Group, LLC	M/HA	DBE
City Design Studio, LLC	M/SAA	DBE
Coast Surveying, Inc.	M/HA	DBE
Costin Public Outreach Group	F/C	DBE
Construction Quality Mgmt Solutions	F/C	DBE
Dabri, Inc.	F/SAA	DBE
E.W Moon, Inc.	M/AA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
FPL and Associates, Inc.	M/APA	DBE
GPA	F/C	DBE
Geocadd, Inc.	F/C	DBE
HB+A Architects	F/SAA	DBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 15

Insight Strategies	F/C	DBE
Kim Flum Consulting-Craft Communications		OBE
LEWIS JONES	F/C	DBE
LIN Consulting, Inc.	M/APA	DBE
Monument ROW	F/C	DBE
Mundo Environmental, Inc.	M/HA	DBE
Nazareth Civil	M/AA	DBE
NUVIS	M/HA	DBE
Quiroz and Associates, Inc.	M/HA	DBE
RSCA Corp-Redwood Resources	F/AA	DBE
Samsa Engineering	F/SAA	DBE
Simplex Construction Management	M/SAA	DBE
Specialized Testing, Inc.	M/HA	DBE
Studio-MLA	F/HA	DBE
The Morcos Group, Inc.	F/C	DBE
True Synergy, Inc.	F/AA	DBE
Ultrasystems Environmental	F/C	DBE
VCA Engineers, Inc.	M/APA	DBE
Wagner Engineering & Survey	F/C	DBE
West Coast Civil, Inc.	M/HA	DBE
Yunsoo Kim Design, Inc.	M/APA	DBE
Global Urban Strategies	M/HA	DBE

<b>HNTB</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
HNTB		OBE
Arellano Associates	F/HA	DBE
CNS Engineers, Inc.	M/APA	DBE
Coast Surveying, Inc.	M/HA	DBE
Duke CRM	M/HA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
FPL and Associates, Inc.	M/APA	DBE
GPA Consulting, Inc.	F/C	DBE
LIN Consulting, Inc.	M/APA	DBE

MA Engineering	M/HA	DBE
MBI Media	F/C	DBE
MGE Engineering, Inc.	M/APA	DBE
Monument ROW	F/C	DBE
Ramos Consulting Services, Inc.	M/HA	DBE
RSE Corp.	M/APA	DBE
Tatsumi and Partners, Inc.	M/APA	DBE
Terry A. Hayes Associates, Inc.	M/AA	DBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
Valle and Associates, Inc.		OBE
Wagner Engineering & Survey, Inc.	F/C	DBE
Psomas		OBE

IDC		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
IDC	F/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
Amheart Solutions	M/APA	DBE
GPA Consulting	F/C	DBE
Monument ROW	F/C	DBE
CL Surveying and Mapping	M/APA	DBE
Hushmand and Associates, Inc.		OBE
HDR Engineering, Inc.		OBE
Monument ROW	F/C	DBE

Jacobs		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
Jacobs		OBE
Arellano Associates, LLC	F/HA	DBE
Cabrinha, Hearn & Associates	M/HA	DBE
FPL and Associates, Inc.	M/APA	DBE
Monument ROW	F/C	DBE
PacRim Engineering, Inc.	M/APA	DBE
CR Associates	F/APA	DBE
Gregg Drilling, LLC	M/AA	DBE
Alta Planning		OBE
Harris & Associates		OBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 17

SPF:architects		OBE
HRG, Inc.		OBE
<b>Kimley-Horn</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Kimley-Horn		OBE
Arellano Associates, LLC	F/HA	DBE
Budlong & Associates, Inc.	M/SAA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
GPA Consulting	F/C	DBE
Katherina Padilla and Associates, Inc.	F/HA	DBE
Monument ROW	F/C	DBE
Studio MLA	F/HA	DBE
The Alliance Group Consulting	M/APA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE
Oyler Wu Collaborative, Inc.		OBE
Craftwater Engineering, Inc.		OBE
Biggs Cardosa Associates, Inc.		OBE
Fehr & Peers		OBE
RailPros, Inc.		OBE
TDG Engineering, Inc.		OBE
Twining, Inc.		OBE
Value Management Strategies, Inc.		OBE

<b>Kleinfelder</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Kleinfelder		OBE
ADVANTEC Consulting Engineers, Inc.	M/APA	DBE
Jacobs Associates		OBE
MGE Engineering, Inc.	M/APA	DBE
LSA Associates, Inc.		OBE
RSE Corp.	M/APA	DBE
Sommer Engineering	F/C	DBE
Tatsumi and Partners, Inc.	M/APA	DBE

Wagner Engineering & Survey, Inc.	F/C	DBE
Zephyr UAS, Inc.	F/HA	DBE
Epic Land Solutions, inc.		OBE
Parametrix, Inc.		OBE
Value Management Strategies, Inc.		OBE
Donald Macdonald Architects		OBE

<b>KPFF</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
KPFF		OBE
River Focus, Inc.	M/HA	DBE
Terry A. Hayes Associates Inc.	M/AA	DBE
GPA Consulting	F/C	DBE
Nexus AEC, LLC	M/SAA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
D R Consultants and Designers	F/HA	DBE
Perkins & Will		OBE
Michael Maltzan Architecture		OBE
Moore Iacofano Goltsman, Inc.		OBE
P2S, Inc.		OBE
RIOS, Inc.		OBE
Olin Partners, Inc.		OBE
Fehr and Peers		OBE
Geosyntec Consultants		OBE
Integrated Engineering Management	F/C	DBE

<b>Mark Thomas</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Mark Thomas		OBE
Arellano Associates	F/HA	DBE
CL Surveying & Mapping, Inc.	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
GPA Consulting	F/C	DBE
IDC Consulting Engineers	F/APA	DBE
LIN Consulting	M/APA	DBE
Monument ROW	F/C	DBE
RT Engineering & Associates, Inc.	F/HA	DBE

November 6, 2024

Page 19

SafeProbe, Inc.	M/APA	DBE
Sapphos Environmental, Inc.	F/HA	DBE
Tatsumi & Partners, Inc.	M/APA	DBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
The Morcos Group, Inc.	F/C	DBE
V&A, Inc.	M/HA	DBE
Watearth, Inc.	F/C	DBE
Donald MacDonald Architects		OBE

<b>MARRS</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
MARRS		OBE
ABA Global, Inc.	F/C	DBE
Coast Survey	M/HA	DBE
Elcon Associates, Inc.	M/APA	DBE
Impact Sciences	F/C	DBE
LIN Consulting	M/APA	DBE
Murakawa Communications	F/APA	DBE
UltraSystems Environmental, Inc.	F/C	DBE
Fehr & Peers		OBE
Gruen Associates		OBE
Ninyo & Moore		OBE
Epic Land Solutions		OBE
Paragon Partners		OBE
PBS Engineers, Inc.	M/SAA	DBE
ZT Consulting Group, Inc.		OBE

<b>MGE</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
MGE	M/APA	DBE
V&A, Inc.	M/HA	DBE
DCM Group	F/HA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
GPA Consulting, Inc.	F/C	DBE

Katherine Padilla & Associates	F/HA	DBE
Optitrans Engineering, Inc.	M/APA	DBE
River Focus, Inc.	M/HA	DBE
RHA, LLC	F/C	DBE
Wagner Engineering & Survey	F/C	DBE
ARUP		OBE
CWE Corp.		OBE
Hushmand Associates, Inc.		OBE
Kleinfelder Construction Services		OBE
Lynn Capouya Inc.		OBE
OCMI, Inc.		OBE
Stantec		OBE

<b>Mike Baker</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Mike Baker		OBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
Arellano Associates	F/HA	DBE
CR Associates	F/APA	DBE
Earth Mechanics	M/SAA	DBE
FPL and Associates, Inc.	M/APA	DBE
GPA Consulting	F/C	DBE
Monument ROW	F/C	DBE
PacRim Engineering, Inc.	M/APA	DBE
Wagner Engineering & Survey	F/C	DBE
C2PM		OBE
AJ Design		OBE
Bess Testlab, Inc.		OBE
Fehr & Peers		OBE
Hushmand Associates		OBE
LaBelle Marvin		OBE
Michael Maltzan Architecture, Inc.		OBE
The Olin Studio		OBE

<b>Moffat &amp; Nichol</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Moffat & Nichol		OBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 21

Alta Planning & Design, Inc.		OBE
Fehr & Peers		OBE
Arellano Associates	F/HA	DBE
Earth Mechanics	M/SAA	DBE
Entech Consulting	F/AA	DBE
FPL & Associates	M/APA	DBE
MA Engineering	M/HA	DBE
Monument ROW	F/C	DBE
V&A, Inc.	M/HA	DBE
SWCA		OBE
Bridge Diagnostics, Inc.		OBE
Guida		OBE
Lynn Capouya, Inc.		OBE
MA Engineering	M/HA	DBE
Scola and Associates		OBE
Value Management Strategies		OBE

<b>Mott MacDonald</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Mott MacDonald		OBE
Budlong	M/SAA	DBE
ARUP		OBE
Monument ROW	F/C	DBE
Chen Ryan Associates	F/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
FPL & Associates	M/APA	DBE
GPA Consulting	F/C	DBE
McCormick-Busse, Inc.	F/C	DBE
Katherine Padilla & Associates	F/HA	DBE
Red Brick Consulting	F/C	DBE
Wagner Eng. & Survey, Inc.	F/C	DBE
PacRim Engineering	M/APA	DBE
VN Tunnel and Underground	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE

Value Management Strategies, Inc.		OBE
Rincon Consultants, Inc.		OBE

NCM		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
NCM		OBE
Advantec Consulting Engineers, Inc.	M/APA	DBE
Arellano Associates	F/HA	DBE
Advanced Avant Garde Corp.	F/HA	DBE
Diaz Yourman & Associates	M/HA	DBE
GPA	F/C	DBE
Tatsumi and Partners, Inc.	M/APA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE
Bureau Veritas North America, Inc.		OBE
Mark Thomas & Co.		OBE
Parsons Transportation Group, Inc.		OBE
TranSystems Corp.		OBE
GPA Consulting, Inc.	F/C	DBE

Pacific Pros		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
Pacific Pros		OBE
FCG Consultants, Inc.	F/C	DBE

Parsons		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
Parsons		OBE
Advantec Consulting	M/APA	DBE
Arellano Associates	F/HA	DBE
The Alliance Group	M/APA	DBE
Chen Ryan Associates	F/APA	DBE
D'Leon Consulting	M/HA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
GPA Consulting	F/C	DBE
Gruen Associates		OBE
Hushmand Associates, Inc.		OBE

Department of Public Works Bureau  
of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

November 6, 2024

Page 23

Iteris, Inc.		OBE
Intueor Consulting	M/SAA	DBE
IQON Engineers	M/SAA	DBE
Suenram & Associates	F/C	DBE
SHA Analytics	F/C	DBE
Tatsumi & Partners	M/APA	DBE
Vicus Planning	F/HA	DBE
Wagner Surveying	F/C	DBE

<b>PMCS</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
PMCS		OBE
Atlas Technical Solutions		OBE
D'Leon Consulting	M/HA	DBE
Gannett Fleming, Inc.		OBE
Leighton Group		OBE
Live & Faith Consulting	F/AA	DBE
Ninyo & Moore		OBE
Nova Services		OBE
Paul Hansen Engineering		OBE
Redwood Resources	F/AA	DBE
Samsa Engineering	F/SAA	DBE
Wagner Surveying	F/C	DBE

<b>Psomas</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Psomas		OBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
Arellano Associates	F/HA	DBE
BurroHappold		OBE
CNS Engineers, Inc.	M/APA	DBE
CWE		OBE
Deborah Murphy Urban Design + Planning	F/C	DBE
Earth Mechanics, Inc.	M/SAA	DBE

Gruen		OBE
HAI Hushmand Assoc.		OBE
IDC Consulting Engineers	F/APA	DBE
Iteris		OBE
JRP		OBE
Land CM Corp.	F/C	DBE
Lynn Capouya		OBE
MBI Media	F/C	DBE
Monument ROW	F/C	DBE
Omgivning	F/C	DBE
Ramos Consulting Services, Inc.	M/HA	DBE
SPF Architects		OBE

<b>Ramos</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Ramos	M/HA	DBE
Cabrinha Hearn & Associates	M/HA	DBE
CR Associates	F/APA	DBE
ICI Engineers, Inc.	M/APA	DBE
Galvin Preservation Associates, Inc.	F/C	DBE
Mariposa Community Outreach	F/HA	DBE
Ninyo & Moore		OBE
Parametrix, Inc.		OBE
Paul Murdoch Architects		OBE
Ted Tokio Tanaka Architect	M/APA	DBE

<b>SBP</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
SBP		OBE
Katherine Padilla & Associates, Inc.	F/HA	DBE
MLA Green, Inc.	F/HA	DBE
The Morcos Group, Inc.	F/C	DBE
SWA Group		OBE
Fehr & Peers		OBE
Perkins Eastman		OBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024  
 Page 25

<b>Toole</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Toole		OBE
Arellano	F/HA	DBE
CWE		OBE
Earth Mechanics	M/SAA	DBE
GPA Consulting	F/C	DBE
Kimley-Horn		OBE
NUVIS	M/HA	DBE
PacRim Engineering	M/APA	DBE
RockSol		OBE
RSE	M/APA	DBE
Terry A. Hayes Associates, Inc.	M/AA	DBE

<b>Tetra Tech</b>		
<b>Prime and Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>DBE/OBE</b>
Tetra Tech		OBE
Advantec Consulting Engineers, Inc.	M/APA	DBE
AESCO, Inc.	F/C	DBE
Alta Planning + Design, Inc.		OBE
C Below, Inc.		OBE
CNS Engineers, Inc.	M/APA	DBE
Coast Surveying	M/HA	DBE
Conaway Geomatics		OBE
Epic Land Solutions, Inc.		OBE
Effect Strategies LLC	F/C	DBE
Fehr + Peers		OBE
FPL and Associates	M/APA	DBE
GPA Consulting	F/C	DBE
Hargreaves Jones Landscape Architecture		OBE
Hushmand Associates, Inc.		OBE
Integrated Engineering Management	F/C	DBE
KTU+A		OBE
Michael Maltzan Architecture, Inc.		OBE
Murakawa Communications	F/APA	DBE

Oyler Wu Collaborative, Inc.		OBE
ProjectLine Technical Services, Inc.	F/APA	DBE
SDP Digital LLC		OBE
Stoss, Inc.		OBE
Sustainable Landesign		OBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
The Morcos Group	F/C	DBE

TRC		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
TRC		OBE
D R Consultants & Designers, Inc.	F/HA	DBE
Advantec Consulting Engineers, Inc.	M/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
Guida Surveying, Inc.		OBE
Krebs Corp.		OBE
Psomas		OBE

T.Y. Lin		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
T.Y. Lin		OBE
The Alliance Group Enterprise, Inc.	M/APA	DBE
EGP Consulting, Inc.	F/APA	DBE
Earth Mechanics, Inc.	M/SAA	DBE
Falcon Engineering Services, Inc.		OBE
Francison Consulting, Inc.	M/HA	DBE
Hushmand Associates, Inc.		OBE
GPA Consulting, Inc.	F/C	DBE
Kleinfelder Construction Svc.		OBE
Leighton Consulting		OBE
Lenax Construction Services, Inc.	F/C	DBE
Lin Consulting, Inc.	M/APA	DBE
MBI Media	F/C	DBE
Monument ROW	F/C	DBE
Perkins + Will		OBE
Rincon Consultants		OBE
Samsa Engineering	F/SAA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE
ZT Consulting Group, Inc.		OBE

Department of Public Works  
 Bureau of Engineering  
 Bureau of Contract Administration  
 Joint Report No. 1

November 6, 2024

Page 27

WSP		
Prime and Subconsultants	Gender/ Ethnicity	DBE/OBE
WSP		OBE
AYCE Consulting Engineers	F/APA	DBE
Monument ROW	F/C	DBE
RSE Corp	M/APA	DBE
Wagner Engineering & Survey, Inc.	F/C	DBE

\*The OCC, in conjunction with BOE, have verified the subconsultants' certifications as of the time of review of this RFQ. The Awarding Authority who is issuing the individual task orders will be responsible for verifying the certification statuses as of the date the task order is assigned.

( CS RMK AV DW )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bridge Improvement Division

Christine Sotelo  
 Division Engineer  
 Phone No.: (213) 378-1268

Compliance review performed  
 and approved by:

  
Lynda McGlinchey (Oct 15, 2024 10:56 PDT)  
 Lynda McGlinchey, Program Manager II  
 Office of Contract Compliance  
 Bureau of Contract Administration

CS/JB/08-2024-0123\_BID.gva

Questions regarding this  
 report may be referred to:  
 Jose Beristain, PE  
 Phone No. (213) 847-0478  
 E-mail: jose.beristain@lacity.org

Respectfully submitted

  
Electronically Signed by Deborah Weintraub  
 on 10/03/2024 5:20:11 PM For

Ted Allen, PE  
 City Engineer  
 Bureau of Engineering

  
 John L. Reamer, Jr.  
 Inspector of Public Works  
 Bureau of Contract Administration

Department of Public Works

Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

December 13, 2023  
CD Nos. All

**ISSUE A REQUEST FOR QUALIFICATIONS AND NEGOTIATE PERSONAL SERVICES CONTRACTS FOR PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS FOR VARIOUS FEDERALLY FUNDED PUBLIC WORKS PROJECTS - WORK ORDER No. E7000800**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. AUTHORIZE the City Engineer to issue and advertise the transmitted Request for Qualifications (RFQ) for Bridge/Civil Engineering and Other Design and Support Services Consultants.
2. AUTHORIZE the staff from the Bureau of Engineering (BOE), on behalf of the Department of Public Works, to evaluate and pre-qualify the respondents based upon the requirements and procedures set forth in the RFQ.
3. AUTHORIZE the City Engineer to negotiate a personal services contract with each of the highest rated and most responsive consultant firms.
4. DIRECT the City Engineer to report to the Board with recommendations on executing the negotiated contracts.

**TRANSMITTALS**

1. Copy of the BOE's proposed RFQ for the establishment of a new Pre-Qualified On-Call (PQOC) Bridge/Civil Engineering and Other Design and Support Services Consultants List for various Public Works projects.
2. Copy of the Notice to Advertise.
3. Copy of the Personal Services Contracting Process Checklist (Item Nos. 1-5 completed).
4. Copy of the Master RFQ/Request for Proposal (RFP) Contract Checklist (Item Nos. 1-10 completed).

## **DISCUSSION**

### ***Background***

The BOE is requesting the authority to issue a RFQ to establish a new PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants List for various federally funded bridge, civil engineering and related projects (Transmittal No. 1). This PQOC list will enable the BOE to handle workload increases when there is insufficient City of Los Angeles (City) staff to perform the work and utilize technical expertise beyond the capacity of City staff when needed. Federally funded projects typically have stringent project delivery schedules, and using consultant services will assist City staff to meet project deadlines.

The BOE has a current PQOC list for federally funded projects that was established in 2019 and will expire in November of 2024. This new PQOC list is expected to have a maximum contract duration of five years.

The proposed scope of work for design and support services may include, but is not limited to:

- Project Management services (i.e. cost estimating, scheduling, Project Study Report/Project Report preparation, advanced project planning, grant writing, funding procurement, engineering studies, community outreach, etc.)
- Project Approval/Environmental Design package preparation and approval
- Design, Project Studies and Plans, Specifications and Estimates package preparation and approval
- Environmental documentation and approval
- Right-of-way engineering, utility coordination and relocation design
- Survey (aerial, land, design, and construction)
- Geotechnical and geological engineering services
- Construction engineering and management services

### ***Advertising and Distributing the RFQ***

Upon the adoption of this report by the Board, the proposed RFQ will be advertised via a Notice to Advertise which will be placed in a local publication (Transmittal No. 2). The RFQ and its attachments will be available for download from the City's Regional Alliance Marketplace for Procurement website at <https://www.rampla.org>.

### ***Consultant Selection Process***

Staff from the BOE and the California Department of Transportation (Caltrans) will screen the responses and may schedule interviews with the appropriate representatives of the most qualified firms. The Evaluation Criteria summarized below will be used in evaluating the respondents' Statement of Qualifications (SOQ) to determine which respondents are deemed most qualified for the successful performance of the type of work necessary to properly deliver bridge and street projects.

### **Evaluation Criteria**

- **Understanding of the work to be done** **25%**  
Firms will be assessed on their demonstration of a detailed familiarity and understanding of the type of projects anticipated, and on how best to deliver the work within the processes and procedures used by the City.
  
- **Experience with similar work and change order record** **20%**  
Firms will be assessed on their track record of delivering quality projects on time and within budget. The selection team will evaluate the firm's quality assurance/quality control program, and their history of design, budget, and schedule compliance on prior City projects, and on related projects for other clients. To evaluate the firm's history of errors and omissions change order costs, the respondents must provide information on errors and omissions change orders for all completed projects within the last five years.
  - **Capability and availability of key staff for work to be done** **15%**  
The selection team will evaluate the capability and availability of the firm's key technical and managerial personnel.
  
- **Capability and availability of key sub-consultant staff for work to be done** **10%**  
The selection team will evaluate the capability and availability of the key sub-consultant technical and managerial personnel.
  
- **Capability of developing innovative or advanced techniques** **10%**  
The firms will be assessed on their demonstrated ability to keep abreast of emerging design, construction and project delivery technologies, and on their ability to develop innovative approaches to maximize value to the City.

- **Familiarity with City, State and Federal procedures** **10%**  
The firms will be assessed on their knowledge of City, State and Federal processes and procedures, which at a minimum would include the references listed in Section 6: Scope of Work. Previous history of compliance with City contracting requirements, and prior history of meeting United States Department of Transportation (USDOT) Federal Disadvantage Business Enterprise (DBE) pledge levels for previous tasks and contracts will be considered.
  
- **Financial responsibility** **10%**  
The firms will be assessed on their accounting systems, with the intent of demonstrating their capacity for recordkeeping and reporting that complies with Generally Accepted Accounting Principles and cost principles outlined in the Code of Federal Regulations (CFR) 48, Financial Acquisition Regulations System. Also, the firms will be assessed on their ability to have verifiable internal controls and procedures to monitor and adjust overhead rates.

Consultants will be scored according to the criteria noted above, which is based on the weighted criteria published by Caltrans in the Local Assistance Procedures Manual, Exhibit 10-B, and listed in Section 10 in the RFQ. Consultants shall be scored without regard to the size of their firm. However, they are encouraged to propose subconsultants to provide a full range of services and specializations to be of maximum value to the City. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the consultants have complied with all City requirements, a contract will be negotiated with the successful respondents.

***Disadvantaged Business Enterprise (DBE) Program***

The projects will be federally funded and are subject to the USDOT's DBE Program in CFR 49, Part 26. Respondents to this RFQ will be required to either meet the DBE goal of 20.0 percent or submit Good Faith Effort documentation showing adequate good faith efforts were made to meet the goal. This goal was calculated by the City in accordance with Federal guidelines and approved by Caltrans.

***Compliance with City and Board Policies***

On December 24, 2002, the Board adopted, as policy, the recommendations of the Advertising/Outreach Committee for advertising and outreach for personal services contracts. These procedures have been followed (Transmittals No. 3 and 4).

All consultants participating in this program will be subject to compliance with the following City Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance Requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance;

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

December 13, 2023  
Page 5

Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Disclosure of Border Wall Contracting Ordinance; Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; and Best Terms. Failure to comply with all requirements specified will render the consultant's contract subject to termination pursuant to the conditions expressed therein.

#### ***Contractor Performance Evaluation***

The quality of the work performed by the consultants will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code) and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The critiques are kept on file by the Bureau of Contract Administration for reference by other City departments and agencies.

#### ***Notice of Intent to Contract and Charter Section 1022 Determination***

The required Notification of Intent to Contract form was submitted to the Office of the City Administrative Officer (CAO) on January 25, 2023. In compliance with Charter Section 1022, on April 19, 2023, the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

#### ***RFQ Review***

The proposed RFQ has been reviewed and approved by the Office of Contract Compliance and approved as to form by the City Attorney's Office.

#### **STATUS OF FUNDING**

The contract to be entered into with the selected PQOC consultants will not have a single, specific source of funds attached to it. Instead, funds will be encumbered on a project-by-project basis from various sources at the time the specific task order proposals are requested from the consultants.

Joint Report No. 1

Page 6

( SG RMK RS KM )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bridge Improvement Division

Scott Gibson, PE  
Acting Division Engineer  
Phone No. (213) 485-5101

Compliance review performed  
and approved by:

  
Lynda McGlinchey (Dec 1, 2023 17:11 PST)

Lynda McGlinchey  
Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration

SG/JB/07-2023-0104\_BID.lk

Questions regarding this  
report may be referred to:  
Jose Beristain, Senior Civil Engineer  
Phone No. (213) 487-0478  
E-mail: jose.beristain@lacity.org

Respectfully submitted,

  
Digitally signed by Ted Allen  
DN: cn=Ted Allen, o=LACounty, ou=Engineering, email=ted.allen@lacity.org

Ted Allen, PE  
City Engineer  
Bureau of Engineering

  
Raoul Mendoza (Dec 1, 2023 18:27 PST)

John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration

To all Potential Respondents:

**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**

**REQUEST FOR QUALIFICATIONS (RFQ)  
PRE-QUALIFIED ON-CALL BRIDGE / CIVIL ENGINEERING AND  
OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS LIST**

**VARIOUS PUBLIC WORKS PROJECTS**

Statements of Qualifications (SOQs) are requested from experienced consultants to provide bridge / civil engineering and other design and support services on a pre-qualified on-call basis for various Public Works projects. SOQs must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. Any materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between the City and the selected consultant. Respondents shall submit one (1) original, and one (1) PDF copy on a flash drive of their Cover Letter, SOQ, and all other required documents.

The original must include all other required documents bound separately and clearly labeled and be submitted at the same time as the SOQ submittal. Responses must be received by **12:00 p.m. on Friday, February 23, 2024** and addressed to:

**Mr. Scott Gibson, P.E., Division Manager  
Bureau of Engineering  
Bridge Improvement Division  
1149 S. Broadway, Suite 750  
Los Angeles, California 90015**

If you have technical questions regarding the RFQ, please submit them to Jose Beristain via e-mail to [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org). The questions, along with the answers, will be issued by addendum. Any questions regarding mandated City Policies and Programs should be addressed to the City agency responsible for administering them, as stated in the corresponding attachment.

A pre-submittal virtual meeting will be held on **January 3, 2024 at 10:00 am**. All consultants interested in this RFQ are strongly encouraged to attend this meeting. Please refer to the following link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#.

**TRANSMITTAL No. 2**

**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**

**REQUEST FOR QUALIFICATIONS (RFQ)  
PRE-QUALIFIED ON-CALL BRIDGE / CIVIL ENGINEERING AND  
OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS LIST**

**VARIOUS PUBLIC WORKS PROJECTS**

**1. INTRODUCTION**

The Bridge Improvement Division of the Bureau of Engineering (BOE), Department of Public Works, City of Los Angeles is requesting the submittal of SOQs from consultants to provide bridge / civil engineering and other design and support services on a pre-qualified on-call basis for various Public Works projects. It is anticipated that a list of approximately 20 consulting firms will be established.

On certain Public Works projects, the BOE plans to utilize consultants to provide bridge / civil engineering and other design and support services, sometimes on an emergency basis, during the course of a 5-year period. These services may include, but are not limited to:

- Project Management services (i.e. cost estimating, scheduling, Project Study Report (PSR) / Project Report (PR) preparation, advanced project planning, grant writing, funding procurement, engineering studies, community outreach, etc.)
- Project Approval / Environmental Design (PA/ED) package preparation and approval
- Design, Project Studies and Plans, Specifications & Estimates (PS&E) package preparation and approval
- Environmental documentation and approval
- Right-of-way engineering and utility coordination and relocation design
- Surveys (aerial, land, design, and construction)
- Geotechnical engineering and engineering geologist services
- Construction engineering and management services
- Grant Writing Services

The issuing date for the RFQ is **December 15, 2023**. A virtual pre-submittal meeting is scheduled for **January 3, 2024 at 10:00 am**. Please refer to the following link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#. The closing date for this RFQ is **12:00 p.m. on February 23, 2024**. Responses may be submitted at any time prior to the due date.

A panel from the Department of Public Works and potentially Caltrans will evaluate the written responses to this RFQ to establish a list of pre-qualified on-call bridge / civil engineering and other design and support services consultants according to the procedures outlined in Section 10. After the Pre-Qualified On-Call List has been established, work will be assigned according to the guidelines detailed in Section 7.

## **2. COST OF CONSULTING CONTRACTS**

Qualified consultants must be able to perform the scope of work associated with design and construction projects where bridge / civil engineering and other design and support services costs will vary between \$50,000 and \$3,000,000, although it is possible that a few project task orders could be below or above these amounts. No guarantee can be given, either expressly or by implication, that any work or services will be required under this solicitation.

## **3. FINANCIAL RESPONSIBILITY**

The City shall not be responsible in any manner for the costs associated with the submission of your SOQ. The SOQ, including all drawings, plans, brochures, photographs and other materials submitted shall become the property of the City upon receipt by the City. The City shall have the right to copy, reproduce, publicize or dispose of each SOQ in any way the City elects.

## **4. RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION**

The City will negotiate a contract with each firm selected for the Pre-Qualified On-Call List. The City reserves the right to revise the RFQ, withdraw the RFQ, to reject any response for non-compliance with the RFQ provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City. If the RFQ is revised, written revisions to the RFQ will be made available to all potential respondents who received the RFQ.

## **5. ACCEPTANCE OF TERMS AND CONDITIONS**

Submission of the SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

## **6. SCOPE OF WORK**

Consultants may submit their SOQ for Bridge Design, Civil Engineering, or both. All SOQs shall specify at the beginning of the document for which area of expertise, or both, the Consultant is submitting their qualifications.

All work shall be conducted under the direction of professional consultant staff who are educated, experienced, and appropriately and currently licensed, if required, by the laws of the State of California in the disciplines for which they are directing the work. The primary responsibility of the Consultant shall be to provide high quality bridge/street designs and complete PS&E packages as well as construction management expertise for assigned projects in accordance with the latest Caltrans, Federal Highway Administration (FHWA) and City of Los Angeles adopted policies and procedures.

The Consultant shall provide all project engineering and construction management-related services necessary in accordance with project task orders issued by the Bridge Improvement Division, the Street Improvement Division, and other Divisions in the Bureau, as needed. The scope of services the Consultant will be required to provide shall include, without limitation, the services set forth in this section. The services set forth herein are further described in the Bureau's Project Delivery Manual (PDM) which is available online at <https://engineering.lacity.gov/techdocs/project-delivery-manual>. The Consultant shall provide the services set forth herein through its own employees and/or through its subconsultants.

### **(A) Bridge and Civil Engineering: Pre-Design Services**

The Consultant shall provide pre-design services or prepare pre-design reports as set forth in each project task order and shall have a thorough understanding of Caltrans requirements as well as Chapter 7 of the BOE's Project Delivery Manual (PDM) available online at <https://engineering.lacity.gov/techdocs/project-delivery-manual>. The Consultant may also provide surveying services.

### **(B) Bridge: Design Services**

The Consultant shall provide bridge design services as set forth in each project task order. Design services shall include all necessary and usual components and/or services in connection with the design. The Consultant shall also have a thorough understanding of such references as: National Bridge Inspection Standards (NBIS) Recording and Coding Guide, Caltrans Highway Design Manual, Bridge Design Codes, American Association of State Highway and Transportation Officials (AASHTO) Design Specifications with Caltrans Amendments, Highway Bridge Program (HBP) - (formerly called Highway Bridge Replacement and Rehabilitation (HBRR) Program) guidelines, Uniform Act, Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Local Assistance Procedures Manual (LAPM), BOE's Project Delivery Manual and Design Manuals including but not limited to Street Design and Structural Design, BOE Standard Plans, Standard Specifications for Public Works Construction, BOE "Brown Book", Green Street Elements, Bicycle Plan, and Los Angeles County Metropolitan Transportation Authority

(Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include, without limitation, the following: drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSR/PRs; and preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: bridge dead load and live load analysis, seismic hazard studies, dynamic analysis of structures, including pushover analysis, scour analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and Transportation Management Plans (TMPs). The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans, and construction staging design services. For State-owned bridges, preparation of PSR/PRs, PA/EDs, and PS&Es per Caltrans standards and coordination with Caltrans Local Assistance and Project Management staff is required.

Other services that may be required of the Consultant include: hydrology/hydraulic studies, storm drain design, geotechnical services, architectural design and development services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, conforming drawings and specifications for construction, and value engineering.

### **(C) Civil Engineering/Street Design Services**

The Consultant shall provide civil engineering design services as set forth in the task order. Design services shall include all necessary and usual components and/or services in connection with the design. The Consultant should have a thorough understanding of such references as BOE's Project Delivery Manual and Design Manuals. Design Manuals include, but are not limited to: Street Design Manual, Structural Design Manual, BOE Standard Plans, Standard Specification for Public Works Construction, BOE "Brown Book", Green Street Elements, and Bicycle Plan, Metro/CTC funding requirements and processes.

The areas of design services that may be required for each project task order shall include without limitation, the following: Drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSRs/PRs; preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: seismic hazard studies, dynamic analysis of structures including pushover analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and TMPs. The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans and construction staging design services.

Other services that may be required of the Consultant include: evaluation of subcontracting potential, hydrology/hydraulic studies, storm drain design, geotechnical services, real estate services, environmental services, estimates, construction duration

and schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, and value engineering, if applicable.

**(D) Bridge and Civil Engineering: Coordination with Other Agencies during Design Phase**

For project task orders, the Consultant may be directed to coordinate with such agencies as: regional transportation planning agencies; local agencies for authorizations, permits, plan checks and approvals and other local sponsors; railroad companies; Public Utilities Commission (PUC), Los Angeles Department of Water & Power (LADWP) and other utilities including utility notices, coordination with utility companies on utility relocation designs and implementation; City of Los Angeles Department of Building and Safety; Metro; Los Angeles County; California Coastal Commission; the City's right-of-way agent for appraisals, title search, map preparation, legal descriptions, negotiations, relocation assistance; the City's environmental agent for environmental clearances including archeology, biology, noise, visual and related studies; and state and federal entities including Caltrans Local Assistance and project management staff, Southern California Association of Governments (SCAG), U.S. Army Corps of Engineers, California Department of Fish and Game, and the Los Angeles Regional Water Quality Control Board.

**(E) Bridge and Civil Engineering: Construction Engineering and Management Services**

The Consultant shall provide such construction related services as follows: scheduling; schedule analysis; estimating; document control; coordination with inspection, pre-construction meetings and weekly job site meetings; and maintenance of meeting minutes.

Other services include constructability review during the pre-bid stage; monitoring of construction costs and schedules (providing early indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work, and providing recommendations for corrective action); review of Critical Path Methods (CPMs), and contractor cost loading; communication and collaboration with stakeholders; review and approval of shop drawings, submittals, and plan clarifications, and maintenance of shop drawing logs; prompt responses to Requests for Information (RFIs) and other communications with contractor to minimize claims against the City, and maintenance and tracking of RFI logs; preparation and maintenance of change orders – change order management; and claims analysis, advisement, resolution, response preparation, and avoidance.

The Consultant shall be able to prepare closeout documents in a timely manner. Closeout activities shall be coordinated with the Bureau of Contract Administration and include processing all outstanding change orders, claims and other issues to attain final acceptance by the Board of Public Works; and coordination of guaranty and warranty items between the City and the Contractor, including as-builts (or as-built preparation), manuals, and Certificate of Occupancy for facilities from the Contractor.

The consulting firm responsible for the design of a particular project or bridge may not perform construction management for the same project or bridge.

## **(F) Bridge and Civil Engineering: Additional Professional Services**

The Consultant may be directed to provide additional professional services for certain project task orders. The Consultant shall provide such additional professional services through its own professional employees or through its subconsultants.

Additional professional services shall be those services which are considered necessary for the project task order and are in addition to or beyond the necessary and usual services in connection with pre-design or design services. Additional professional services shall include, without limitation, the following:

### **1) Landscape Design and Architecture**

For project task orders, the Consultant may be directed to coordinate with the Cultural Affairs Department. The Bridge Improvement Division requires consulting services in Bridge Art and Bridge Architecture. The Street Improvement Division requires services in streetscape design.

### **2) Public Relations and Outreach**

For project task orders, the Consultant may be directed to coordinate with the Public Affairs Office of the Board of Public Works, or to provide public outreach services through a subconsultant. The Public Affairs Office (PAO) shall assist the project manager with supervising all public outreach aspects of the contract. It will be the responsibility of the public outreach consultant and any public outreach subconsultant(s) to coordinate with the PAO on all public outreach activities, which are defined as any activity or activities and/or communication or communications involving contact with the public. These activities may include, but are not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, including the preparation and placement of paid announcements; and preparing printed literature for public dissemination.

### **3) Miscellaneous Design Services**

Other federally funded services such as bikeways, parks, transit facilities, river projects, and more.

### **4) Grant Writing Services**

The Consultant may be asked to assist in identifying and applying for grants at the federal, state, and local levels for the planning, design, and construction of various projects, including, but not limited to, bridges, grade separations, street improvements, bikeways, green space, transit facilities, and river projects.

### **5) Training**

The Consultant may be asked to schedule or provide training on specialized design, state-of-the-art processes or systems for City staff.

The selected Consultants may be requested to provide additional professional services not specifically mentioned above at the discretion of the City and within the scope of the contract. This notification is made to inform respondents of this option of the City.

For each Task Order Solicitation for which qualifications are provided, Consultants will be asked to indicate which services would be provided directly by the Consultant, and to identify the subconsultants, if any, and the subconsultants' Disadvantaged Business Enterprise (DBE) status (**Attachment A-08**). Proposed subconsultants should be obtained from the Consultant's Exhibit 10-O1 form (**Attachment A-08**). The City Engineer, at his or her discretion, may request Consultants to complete an entire project, a portion or phase of a project, or multiple tasks within a project.

## **7. ASSIGNMENT OF WORK**

In the event of a need for services, a Task Order Solicitation will be prepared and issued by the City to all Consultants. Responses will be reviewed and rated in accordance with the criteria issued in the Task Order Solicitation. The City may exercise its option to shortlist or interview firms that respond to the Task Order Solicitation. Negotiations will follow on the terms for the project regarding the scope of work, deliverables, schedule and costs. If an agreement cannot be reached with the highest-ranking firm, the City reserves the right to negotiate with the second highest ranking firm and so on until an agreement is reached.

In certain circumstances, it may be necessary to assign a sole source task order to a Consultant on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call Consultant only after requesting approval by the City Engineer and the Board of Public Works.

Once an agreement is reached, the City will issue a Notice to Proceed. No work is authorized until the City issues the Notice to Proceed to the selected Consultant. No guarantee of work is given or implied to any of the Consultants on the list.

In the case of a declared emergency, the City reserves the right to issue a Task Order to the top firm regardless of cost.

## **8. CHECKLIST OF SOQ REQUIREMENTS**

Respondents shall submit one (1) original, and one (1) PDF copy on a flash drive of their Cover Letter, SOQ, and all other required documents. The original must include all other required documents bound separately and clearly labeled, and be submitted at the same time as the SOQ submittal.

### **Cover Letter**

The Cover Letter should include the name, address, and Business Tax Registration Certificate (BTRC) number of the firm. It should also include the name and contact information of the person authorized to represent the firm and the name of the proposed project coordinator for the duration of the contract.

### **Statement of Qualifications**

The SOQ must include a statement that the SOQ is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham SOQ, or any other person, firm or corporation to refrain from responding, and that the respondent has not in any manner sought by collusion to secure for itself an advantage over any other respondent. If selected, the Consultant is prepared to provide all of the services described in the Scope of Work for each project for which a proposal is submitted. SOQ must also provide the following:

- Signature of the person authorized to obligate the firm or joint venture.
- Location of the offices where the work is to be performed. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed in each office. For field personnel, provide the location of the offices where they will be based and from which they will be managed.
- Summary description of the work to be performed by each subconsultant firm proposed for the discipline work.
- Attach a memo from each subconsultant, signed by a principal of the subconsultant firm, indicating the specific portion or discipline of the bridge or related transportation work to be performed by the subconsultant firm.
- E-mail address for the prime consultant to which correspondence can be sent.

The SOQ must also include references from previous clients for past work of a similar nature. Provide the names of the clients, the client's contact persons and their telephone numbers, and a description of the project and the work performed by your firm. The City reserves the right to contact the clients listed at any time.

An organization chart and list of key personnel as categorized below must also be provided accompanied by a listing of the work he/she will perform; academic credentials; professional and/or requisite licensing, and/or certification documents as are required to perform the duties as detailed in the Scope of Work Section. It is likely that the staffing requirements will vary from project to project over the duration of the contract. Describe the firm's approach, capability, and flexibility to adjust to varying staffing requirements as the City's needs and policies vary from one project to the next.

The list of key personnel is to be categorized as:

- Executives/Managers
- Licensed Professionals
- Engineers/Surveyors
- Architects
- Other Technical/Professional/Accounting Staff
- Administrative/Support Staff

Compensation for Consultant services will be based on a Cost Reimbursement or Lump Sum method. Individual Task Orders will state the type of compensation method. For the Cost Reimbursement method, Consultants can either be reimbursed on an Hourly Billing Salary Rate, with added Consultant Office or City Office overhead and 10% profit,

or on an Hourly Billing Rate. The Hourly Billing Rate includes the Consultant's overhead and profit. Hourly Billing Rates for Consultant personnel to be used on projects will be requested at the time of contract negotiations.

The Consultant Office overhead rate will be the actual Consultant's overhead rate, but not to exceed a maximum of 180% for Consultant personnel located in the Consultant's office. The City Office overhead rate, for Consultant personnel on assignment at one of the City's offices for a period exceeding one month, will be the Consultant's actual overhead rate, but not to exceed a maximum of 155%

The City reserves the right to negotiate final Hourly Billing Rates, Hourly Salary Rates, and all overhead rates. The City will require the following documentation to support the stated overhead rates at the time of negotiation:

1. Prime Consultant Field and Home Office Overhead Rates
  - a. Federally or State audited overhead rates including backup documentation **OR**
  - b. Overhead rates calculated and signed by the firm's Certified Public Accountant (CPA) including backup documentation **OR**
  - c. Firm's internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.
2. Field and Home Office Overhead Rates for Subconsultants listed in your SOQ
  - a. Federally or State audited overhead rates including backup documentation **OR**
  - b. Overhead rates calculated and signed by the firm's CPA including backup documentation **OR**
  - c. Firm's internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.

This overhead information is not required to be submitted as part of your SOQ, but will be required if your firm is selected for negotiations.

The following are required as part of the SOQ submission:

### CHECKLIST

√	DOCUMENT	DESCRIPTION
<input type="checkbox"/>	<b>Cover Letter</b>	Include the name, and address of the firm; the firm's BTRC number (Refer to <b>Attachment A-02</b> ); the names, titles and telephone numbers of the person(s) who will be authorized to represent the respondent; and the name of the project coordinator for the duration of the contract.
<input type="checkbox"/>	<b>SOQ</b>	Non-collusive statement; office locations; proposed subconsultant responsibilities; references;

		organizational chart; and resumes and academic credentials of key personnel.
<input type="checkbox"/>	<b>Responsibility Questionnaire (Service Version) (See Attachment A-01)</b>	Includes information on the following: <ul style="list-style-type: none"> <li>• Organizational structure of the firm</li> <li>• Ownership and name changes</li> <li>• Financial Resources and Responsibility</li> <li>• Performance History</li> <li>• Disputes</li> <li>• Compliance with Laws</li> <li>• Business Integrity</li> </ul>
<input type="checkbox"/>	<b>Non Discrimination, Equal Employment Practices, Affirmative Action (See Attachment A-03)</b>	Non-Discrimination / Equal Employment Practices Provisions / Affirmative Action Plan documentation
<input type="checkbox"/>	<b>Equal Benefits Ordinance/First Source Hiring Ordinance (See Attachment A-05)</b>	Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit webform and submitted on the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website.
<input type="checkbox"/>	<b>Child Support Obligations (See Attachment A-06)</b>	Certificate of Compliance to Child Support
<input type="checkbox"/>	<b>Americans with Disabilities Act (See Attachment A-07)</b>	Certificate of Compliance to ADA
<input type="checkbox"/>	<b>Disadvantaged Business Enterprise (DBE) Program (See Attachment A-08)</b>	Exhibit 10-O1 to provide information on DBE subconsultants and Exhibit 15-H to document their good faith effort outreach.
<input type="checkbox"/>	<b>Disclosure Ordinances (See Attachment A-11)</b>	Slavery Disclosure/Disclosure of Border Wall Contracting Ordinance Affidavit webform and submitted on RAMP
<input type="checkbox"/>	<b>Los Angeles Residence Information Form (See Attachment A-12)</b>	Percentage of Workforce residing in the City of Los Angeles
<input type="checkbox"/>	<b>Iran Contracting Act (See Attachment A-14)</b>	Compliance Affidavit
<input type="checkbox"/>	<b>Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55 (See Attachment A-15)</b>	Compliance with Disclosure Requirements and Prohibitions Established in the Los Angeles Municipal Lobbying Ordinance and Limitations on Campaign Contributions
<input type="checkbox"/>	<b>Policy Compliance Certification Checklist</b>	Checklist must be completed, signed, and submitted with the cover letter and SOQ.

## 9. PRE-SUBMITTAL MEETING

A pre-submittal virtual meeting will be held on **January 3, 2024** at **10:00 am** to clarify the contents of this RFQ and to discuss the needs of the BOE. Please refer to the following

link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#. City staff will be available to answer questions, clarify RFQ requirements, and further explain the DBE Program requirements, and other mandated City policies and programs. All consultants interested in this RFQ are strongly encouraged to attend this meeting. It is expected that consultants attending the pre-submittal meeting will have reviewed the RFQ, along with the attachments.

To maximize the effectiveness of the meeting, the BOE requests that, to the extent possible, respondents submit technical questions by e-mail to [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org) prior to the meeting. This will enable BOE staff to prepare responses in advance. However, all responses to the questions during the meeting will be issued via an Addenda. Additional questions will be accepted at the pre-submittal meeting; however, responses will be deferred and provided as addenda to the RFQ at a later date.

## **10. CONSULTANT SELECTION PROCEDURE**

SOQs will be initially reviewed by a panel from the Department of Public Works and potentially Caltrans. The following criteria will be used in evaluating the respondent's SOQ to determine which consultants are deemed most qualified for the successful performance of the type of work included in this RFQ. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the consultant has complied with other City requirements, a contract may be negotiated with each successful respondent and their company will be placed on the pre-qualified on-call list. For specific project task orders, proposals will be solicited from the consultants on the list pursuant to the terms of Section 7.

Consultants will not be allowed to make any changes to their SOQs between the time of submittal and the time a decision is made by the City on which firms are "short listed" for interviews. If a consultant has been "short listed," the consultant may revise its SOQ ONLY if the City is notified in writing. The notification must be received by the City at least 10 days prior to the interviews. The notification must clearly state the reasons for and the specifics of the changes.

### **Selection/Evaluation Criteria**

- *Understanding of the work to be done* **25%**  
*This includes demonstrated knowledge of the work required, explanation of the project, management and scheduling abilities, other on-going projects and priorities, quality and cost control, and staff availability.***
  
- *Experience with similar kinds of work* **20%**  
*This includes demonstrated capability on similar or related projects and a record of producing a quality product on similar projects on time and within budget.***
  
- *Quality of staff for work to be done* **15%****

*This includes the firm's qualifications and relevant individual experience, unique qualification of key personnel, time commitment of key members, and organization chart.*

- **Capability of developing innovative or advanced techniques** **10%**  
*This includes innovative approaches and internal measures for timely completion of similar projects.*
  
- **Familiarity with City, State and Federal procedures** **10%**  
*This includes knowledge of City/State/Federal processes and procedures, the ability and willingness to respond to City/State/Federal requirements and accessibility to City/State/Federal reviewers.*
  
- **Financial responsibility** **10%**  
*This includes demonstrated capability of delivering similar projects within budget and internal measures for cost efficiencies.*
  
- **Demonstrated technical ability** **10%**  
*This includes the firm's qualifications and relevant experience and a record of producing a quality product.*

Consultants will be scored according to the criteria noted above, which is based on the weighted criteria published by Caltrans in the Local Assistance Manual, Exhibit 10-B. Consultants shall be scored without regard to the size of their firm. However, they are encouraged to form teams with other firms in order to provide a full range of services and specializations to be of maximum value to the City.

## **11. SUBCONSULTANTS**

The consultant may enter into subcontracts with others for the performance of any portion of the resultant contract. Potential subconsulting opportunities have been listed in **Attachment A-09**. The list of subconsulting opportunities is intended to be used for informational purposes only.

The requirements of this RFQ and any resultant contract shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of subconsultants that do not conform to the provisions and documentation requirements of the resultant contract. Potential subconsultants must submit Exhibit 10-Q "Disclosure of Lobbying Activities" if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency in connection with this federal contract.

General and administrative fees for the management of subconsultants will be limited to actual charges. The 5% markup on subconsultants typically seen on other City contracts will not apply to the scope of services provided in this RFQ.

## 12. CITY CONTRACTUAL REQUIREMENTS

The City of Los Angeles has certain policies and requirements that may affect the contracts awarded from this RFQ. Refer to **Attachment A-10** for a sample of the City of Los Angeles' Personal Services Contract. Therefore, all prospective consulting firms are advised of the following:

- **Contractor Responsibility Ordinance (CRO)**

The contract will only be awarded to a responsive, responsible consultant. All businesses or individuals seeking to contract with the City of Los Angeles are required to demonstrate that they possess the quality, fitness, and capacity to perform the work set forth in the contract under the terms of the criteria listed in the Los Angeles "Contractor Responsibility Ordinance" (Article 14, Chapter 1, Section 10 of the Los Angeles Administrative Code). Respondents are required to complete all sections of the "Responsibility Questionnaire" and submit the Questionnaire with the SOQ. Failure to return the completed document may result in the respondent being deemed non-responsive. When the contract is awarded, the consultant and its subconsultants will be required to sign a "Pledge of Compliance with the Contractor Responsibility Ordinance". Submitting firms with questions on the Contractor Responsibility Ordinance should contact the Bureau of Contract Administration, Special Research & Investigation Section at (213) 847-2406. **(Attachment A-01)**

- **Business Tax Registration Certificate (BTRC)**

The City of Los Angeles requires that all firms doing business within the City of Los Angeles pay City business taxes. Each firm or individual paying the business tax receives a BTRC number.

The respondents must represent that they have, or will obtain upon award, a Business Tax Registration Certificate (BTRC) required per the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The consultant shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such certificate to be revoked or suspended. To find out more about the BTRC, please refer to **Attachment A-02**, or contact the Office of Finance, Tax and Permit Division, Main Office, (844) 663-4411.

- **Non-Discrimination, Equal Employment, Affirmative Action**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable federal Affirmative Action/Equal Employment Opportunity provisions.

All respondents shall complete and submit with their SOQ the Equal Employment Opportunity Officer designation form.

Respondents seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Program may contact the Bureau of Contract Administration at [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org). (**Attachment A-03**)

- **Insurance Requirements**

The selected consultants will be required to obtain insurance coverage in the following types and amounts as specified by the City Administrative Officer's Risk Manager and the Board of Public Works prior to award of a task order under this contract:

- General Liability \$ 1 Million per occurrence
- Professional Liability \$ 1 Million per occurrence
- Workers' Compensation  
Employer's Liability insurance \$ 1 Million per occurrence
- Automobile Liability Insurance \$ 1 Million per occurrence

Insurance requirements, including actual levels of insurance coverage for each required type of insurance may be adjusted for each project task order. Additional coverage may be required on specific project task orders. At the time a task order is issued and prior to the commencement of work, proof of insurance must be submitted to the Board of Public Works for approval by the City Administrative Officer's Risk Manager.

Documents in **Attachment A-04** are included for the potential respondent's information. No insurance documents need to be submitted with the SOQ.

- **Equal Benefits Ordinance (EBO)/First Source Hiring Ordinance (FSHO)**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org). Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

**Equal Benefits Ordinance (EBO):**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

### **First Source Hiring Ordinance (FSHO):**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Bidders/Proposers shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

- **Child Support Obligations Ordinance**

On February 13, 1991, the Child Support Obligations Ordinance became effective. The ordinance requires all current and future consultants and subconsultants performing work for the City to comply with all state and federal reporting requirements relative to legally mandated child support obligations. All future contracts will contain language obligating the consultant and their subconsultants to fulfill those requirements. In addition, the consultant must complete the Certification of Compliance with Child Support Obligations form (**Attachment A-06**) and submit it with the SOQ.

- **Access and Accommodations**

Consultants performing work for the City are required to be in compliance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), and must submit a Certification Regarding Compliance with the Americans with Disabilities Act with their SOQ. (**Attachment A-07**)

- **Disadvantaged Business Enterprise (DBE) Program Requirements**

It is the Respondent's responsibility to be fully informed regarding the requirements of U.S. Department of Transportation's (DOT) 49 CFR, Part 26, and the DBE Program developed pursuant to the regulations. Respondents should ensure that DBE certified firms and other small businesses have the opportunity to participate in the performance of the contract that is the subject of this RFQ and should take all necessary and reasonable steps for this assurance. The Respondent shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. DBE

firms as Prime Consultants or subconsultants must be certified through the California Unified Certification Program (CUCP) on the date and time of Proposal submittal in order to receive credit towards meeting the DBE goal specified below. Access to the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site is available at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm). Refer to **Attachment A-08** Exhibit 10-I “Notice to Proposers DBE Information” for more information regarding the Program.

For the purpose of this RFQ, the City has set a DBE goal of **20** percent. Respondents must complete the Exhibit 10-O1 “Consultant Proposal DBE Commitment” form in **Attachment A-08** and include the form with their SOQ package. The form must include the contact information of all DBE firms that may participate on the contract with a complete description of the work or supplies to be provided by each. This form will be used to establish the initial list of subconsultants that may be used for future Task orders. Respondents who are unable to meet the specified DBE goal must complete and submit with their SOQ package the Exhibit 15-H “DBE Information-Good Faith Effort” form in **Attachment A-08** and include the supporting documentation necessary to verify their good faith efforts to meet the DBE goal. Failure to meet the DBE goal or perform an adequate good faith effort as outlined in **Attachment A-08** will result in the rejection of the SOQ as non-responsive.

After the contract is awarded, Consultants responding to a Task Order Solicitation must complete and submit Exhibit 10-O2, “Consultant Contract DBE Commitment” form in order to document compliance with the DBE program. The form must include the contact information of all DBE firms that will participate on the Task Order with a complete description of the work or supplies to be provided by each and the dollar value of each DBE transaction as applicable. It may be necessary to modify the DBE goal per Task Order depending on the scope of work and DBEs available for the Task Order.

Submitting firms with questions on, or requiring assistance with, the DBE Program requirements should contact the City’s Bureau of Contract Administration, Office of Contract Compliance by email at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

- **Worker Retention Ordinance (WRO) & Living Wage Ordinance (LWO)**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501©(3) Non-profit Exemption Application (Form OCC/LW-

28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

- **Contractor Evaluation Ordinance**

At the end of the contract, the City will conduct an evaluation of the Consultant's performance. The City may also conduct evaluations of the Consultant's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Consultant assigns to the contract. A Consultant who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Consultant, to evaluate Proposals and to conduct reference checks when awarding other personal services contracts.

- **Discount Terms**

Throughout the term of this Contract, Consultant, shall offer CITY the best terms, prices, and discounts that are offered to any of Consultant's customers for similar goods and services provided under this Contract.

- **Disclosure Ordinances Affidavit**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org).

Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFP submission.

The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>. (**Attachment A-11**)

- **Los Angeles Residence Information**

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All potential respondents are required to complete the Los Angeles Residence Information form and submit the form with their SOQ. (**Attachment A-12**)

- **Non-Collusion**

After the List of Pre-Qualified On-Call Consultants is established, Task Order Solicitations will be issued. Consultants will be asked to submit a proposal on the project. Respondents will be required to complete and return the Non-Collusion Affidavit with their proposal. **Attachment A-13** is the Non-Collusion Affidavit and is only required to be submitted when responding to a Task Order Solicitation.

- **Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all bidders entering into contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more will be required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit." See **Attachment A-14** for reference.

- **Bidder Ethics and Prohibition of Expending Local Agency State or Federal Funds for Lobbying**

Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form proscribed by the City Ethics Commission (CEC Form 50), that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City. (**Attachment A-15**)

Persons who submit a response to this solicitation are subject to Charter Section 470(c)(12) and related ordinances. As a result, bidders 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 bidders, 12 months after the contract is signed. The bidder's principals and subconsultants performing \$100,000 or more in work on the contract, as well as the principals of those subconsultants, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in **Attachment A-15**) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subconsultants performing \$100,000 or more in work on the contract, and the principals of those subconsultants. Bidders must also notify their principals and subconsultants in writing of the restrictions and include the notice in contracts with subconsultants. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders 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](http://ethics.lacity.org).

In compliance with federal lobbying requirements, all bidders certify by signing and submitting a Proposal to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Exhibit 10-Q, "Disclosure of Lobbying Activities," (**Attachment A-15**) in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her Proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- **Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance**

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section

10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

- **Executive Directive 35 Reporting Requirements**

Respondents are advised, pursuant to Executive Directive 35, if a consultant is selected and awarded a contract, and if the consultant is a for-profit company or corporation, the consultant 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 City via RAMP or via another method specified by City: consultant's and any subconsultant's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

- **Caltrans Pre-award Audit Documentation**

Consultant proposals and supporting documents for this contract are subject to audit and review by Caltrans or FHWA, as stated in Section 10.1.3 of Caltrans' Local Assistance Procedures Manual (LAPM) – "A&E Consultant Audit and Review Process" (**Attachment A-16**). An independent Certified Public Accountant (CPA) audit that conforms to guidelines established in the CPA Workpaper Review Program published in the AASHTO Uniform Audit & Accounting Guide, Appendix A, (**Attachment A-16**) should be commissioned by selected firms. The CPA audit will take the place of the Caltrans pre-award audit, although all documents are subject to review by Caltrans. This is required only of firms that have successfully completed negotiations and are selected for contract award.

**13. RFQ SCHEDULE**

This schedule indicates estimated dates for the RFQ process. The City reserves the right to adjust this schedule when appropriate.

<b>DATE</b>	<b>EVENT</b>
<i>Date the BPW adopts Board Report</i>	Release RFQ to potential respondents
<i>2 weeks after RFQ is released</i>	Pre-submittal meeting
<i>1 week after pre-submittal meeting</i>	Issue addendum in response to pre-submittal meeting, if applicable
<i>10 weeks after RFQ is released</i>	<b>Statements of Qualifications due by 12:00 p.m.</b>
	Begin SOQ evaluations
<i>2-3 weeks after SOQ submission</i>	Conduct interviews/oral presentations
<i>Approximately 4-6 months</i>	Caltrans review of SOQ's
<i>Approximately 1 month</i>	Board of Public Works approval of contracts

**14. WHERE TO SUBMIT RESPONSES**

To respond to this RFQ, one (1) original and one (1) PDF copy on a flash drive, of the Cover Letter and SOQ, plus an original and one (1) copy of the other related materials, separately bound and clearly labeled, as specified on the Checklist in Section 8, must be received by **12:00 p.m. on February 23, 2024**. Respondents shall send or deliver their submittals to:

**Mr. Scott Gibson, P.E., Division Manager  
 Bureau of Engineering  
 Bridge Improvement Division  
 1149 S. Broadway, Suite 750  
 Los Angeles, CA 90015**

**15. PROPOSAL PROTEST PROCEDURES**

These procedures provide a method for resolving, prior to award, protests regarding the award of personal service contracts by and through the City's Board of Public Works. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting consultant prior to pursuing any legal remedy that may be available. For this reason, no consultant shall have any right to due process, should the City fail to follow these procedures, for any reason within its discretion. However, failure by a consultant to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Public Works to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- a. A protest relative to a particular Request for Proposal/Request for Qualifications (RFP/RFQ) must be submitted in detail and in writing and be postmarked within 14 calendar days after the receipt of a rejection letter from the City. The day of the rejection letter receipt shall be considered as day one.
- b. All protests must be addressed to: **Dr. Fernando Campos**, Executive Officer, Board of Public Works, 200 N. Spring St., Room 355, Los Angeles, CA 90012.
- c. Advance copies of protests will be accepted if sent via fax within the protest period to the Executive Officer, Board of Public Works at (213) 978-0278 and provided approval is received prior to sending the fax, by calling the Executive Officer at (213) 978-0250.
- d. Prime consultants are requested to advise their potential subconsultants of this protest period policy. Furthermore, protests against a prime consultant by a subconsultant with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the Board of Public Works beyond the protest period.
- e. The Board of Public Works will only consider protests against any consultant who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.
- f. The Board of Public Works may consider protests from consultants concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the consultant submits the protest in a timely period and such protest affects a consultant who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.
- g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board of Public Works. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board of Public Works. Protesting parties will be given the opportunity to present their arguments at the public session.

## **16. LIST OF ATTACHMENTS**

- Attachment A-01: Contractor Responsibility Ordinance Package
- Attachment A-02: BTRC Notice and Application Form
- Attachment A-03: Non-Discrimination, Equal Employment, Affirmative Action Package
- Attachment A-04: Insurance Requirements Package
- Attachment A-05: Equal Benefits Ordinance/First Source Hiring Ordinance Package
- Attachment A-06: Child Support Information and Certificate of Compliance
- Attachment A-07: Certification of Compliance with the Americans with Disabilities Act
- Attachment A-08: DBE Program Requirements
- Attachment A-09: List of Potential Subconsulting Opportunities
- Attachment A-10: Sample City of Los Angeles Personal Services Contract
- Attachment A-11: Disclosure Ordinances Package
- Attachment A-12: Los Angeles Residence Information
- Attachment A-13: Non-Collusion Affidavit
- Attachment A-14: Iran Contracting Act
- Attachment A-15: Bidder Ethics Package
- Attachment A-16: Caltrans Pre-Award Audit Documentation

The potential respondent should contact the following people for questions regarding this RFQ, required submittals, or the various City Policies and Procedures that are referenced in the RFQ and its Attachments.

**RFQ in General and Technical Questions**

Jose Beristain, Bridge Improvement Division  
via e-mail ..... [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org)

**Policies and Procedures**

Contractor Responsibility Ordinance  
Bureau of Contract Administration  
Special Research & Investigation Section ..... (213) 847-2406

Business Tax  
Office of Finance, Tax and Permit Division .....(844) 663-4411

Child Support Obligations  
Commission for Community and Family Services.....(213) 808-8458

DBE Program  
Office of Contract Compliance .....[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)

Equal Benefits Ordinance  
First Source Hiring Ordinance  
Non-Discrimination, Equal Employment and Affirmative Action Statements  
Service Contractor Worker Retention Ordinance and Living Wage Ordinance  
Slavery Disclosure Ordinance  
Bureau of Contract Administration  
Equal Employment Opportunities Enforcement Section ..... [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

Bidder Ethics  
City Ethics Commission ..... (213) 978-1960

**RESPONDENT SHALL COMPLETE, SIGN, AND RETURN THIS CHECKLIST WITH THE STATEMENT OF QUALIFICATIONS AND COVER LETTER**

<b>CITY OF LOS ANGELES POLICY COMPLIANCE CERTIFICATION</b>		<b>Submit with SOQ</b>	<b>Upload to RAMP</b>
	<b>Attachment A-01:</b> Responsibility Questionnaire		
	<b>Attachment A-03:</b> Non Discrimination / Equal Employment Practices Provisions / Affirmative Action Plan		
	<b>Attachment A-05:</b> Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit		
	<b>Attachment A-06:</b> Certificate of Compliance to Child Support Obligations		
	<b>Attachment A-07:</b> Certificate of Compliance with Americans with Disabilities Act		
	<b>Attachment A-08:</b> Exhibits 10-O1 and 15-H (if necessary). (Exhibit 10-O2 is included for reference only.)		
	<b>Attachment A-11:</b> Disclosure Ordinances		
	<b>Attachment A-12:</b> Los Angeles Residence Information		
	<b>Attachment A-14:</b> Iran Contracting Act		
	<b>Attachment A-15:</b> Bidder Certification CEC Form 50, Bidder Contributions CEC Form 55, and Exhibit 10-Q from Consultant and potential subconsultants, if applicable		

\_\_\_\_\_ Consultant Firm Name

\_\_\_\_\_ Date

\_\_\_\_\_ Signed

\_\_\_\_\_ Title

\_\_\_\_\_ Typed Name

\_\_\_\_\_ Telephone Number

**NOTE:** Failure to submit all the information requested may render your submittal non-responsive.

	Company	Contact Name	Contact Email	Contact Address
1	AECOM	Greg Hefter	greg.hefter@aecom.com	300 S. Grand Avenue, Suite 900, Los Angeles, CA 90071
2	Alta	Vincent Hellens, Jr.	vincenthellens@altago.com	617 W 7th Street, Suite 1103, Los Angeles, CA 90017
3	Ardurra	Anissa Voyiatzes	avoyiatzes@ardurra.com	1960 E. Grand Ave., Ste. 300 El Segundo, CA 90245
4	Atkins	Kenneth P. Hawkins	ken.hawkins@AtkinsRealis.com	801 S. Grand Avenue, Suite 275 Los Angeles, CA 90017
5	AYCE	David Y. Woo	woo@ayceinc.com	930 E Santa Ana Blvd. Santa Ana, CA 92701
6	Aztec	Michael Bruz	mbruz@aztec.us	30 Executive Park, Suite 120 Irvine, California 92614
7	C2PM	Rowena Altaha	rowena@c2pm.com	3152 W. Century Boulevard Los Angeles, CA 90005
8	CNS Engineers	Quyet Nguyen	quyet.nguyen@cnsenginc.com	11870 Pierce Street, Suite 265 Riverside, CA 92505
9	Cordoba	Randall D. Martinez	RMartinez@cordobacorp.com	1401 North Broadway Los Angeles, CA 90012
10	Cornerstone	Mark Weaver	mweaver@cseg.com	986 W Alluvial Ave, Suite 201 Fresno, CA 93711
11	CRA	Adam Chase	achase@cramobility.com	714 W Olympic Boulevard, Suite 609 Los Angeles, CA 90015
12	CSG	Peykan Abbassi	peykana@csgengr.com	3707 W. Garden Grove Blvd. # 100 Orange, CA 92868
13	D'Leon	Borja Leon	borja.leon@dleonengineers.com	3605 Long Beach Blvd #235, Long Beach, CA 90807
14	DEA	Sean Haeri	sean.haeri@deainc.com.	201 S. Figueroa Street, Suite 240 Los Angeles, CA 90012
15	Dewberry	Michael J. Conaboy	mconaboy@dewberry.com	100 Oceangate, Suite 400 Long Beach, CA 90802
16	DR Consultants	Wanda M. Martinez	info@drcdinc.com	915 Wilshire Boulevard, 7th Floor Los Angeles, CA 90017
17	EXP	Abdollah Ansari	abdollah.ansari@exp.com	330 N. Brand Blvd., Suite 950 Glendale, CA 91203
18	GHD	Chris Bretall	chris.bretall@ghd.com	601 South Figueroa, Suite 3575 Los Angeles, CA 90017
19	Harris & Associates	Marie Santos	marie.santos@weareharris.com	300 S Grand Avenue, Suite 3830 Los Angeles, CA 90071
20	HNTB	Y. Nien Wang	ywang@hntb.com	777 S. Figueroa Street, Suite 2300 Los Angeles, CA 90017
21	IDC	Wendy Li	wli@idcengineers.com	300 S. Harbor Blvd., Suite 710 Anaheim, CA 92805
22	Jacobs	Chris Serroels	Chris.Serroels@jacobs.com	555 South Flower Street, Suite 3200 Los Angeles, CA 90071
23	JMD	Juan M. Diaz	jmdiaz@jmdiaz.com	18645 East Gale Avenue, Suite 212 City of Industry, CA 91748-1363
24	Kimley Horn	Nicole Dias	nicole.dias@kimley-horn.com	660 South Figueroa Street Suite 2050 Los Angeles, CA 90017

25	Kleinfelder	Jim Frost	JFrost@Kleinfelder.com	660 South Figueroa St, Suite 1900, Los Angeles, CA 90017
26	KPFF	Rodrigo Toro	Rodrigo.Toro@kpff.com	700 South Flower Street, Suite 2100 Los Angeles, CA 90017
27	MAARS	Riaz Chaudhary	Riaz@marrscorp.com	328 East Commonwealth Avenue Fullerton, CA 92832
28	Mark Thomas	Pat Somerville	psomerville@markthomas.com	4010 Watson Plaza Drive, STE 240, Lakewood, CA 90712
29	MGE	Fred Huang	fhuang@mgeeng.com	355 S Grand Avenue, Suite 2450, Los Angeles, CA 90071
30	Michael Baker	Eric Spangler	Eric.Spangler@mbakerintl.com	801 S. Grand Avenue, Suite 250 Los Angeles, CA 90017
31	Moffat and Nichol	Omar Jaradat	ojaradat@moffatnichol.com	1111 S Grand Avenue, Suite 103 Los Angeles, CA 90015
32	Mott McDonald	Chris Hicks	chris.hicks@mottmac.com	1000 Wilshire Blvd. Suite 400 Los Angeles, CA 90017
33	NCM	Mohan Char	mohan.char@ncmcivil.com	9850 Research Drive Irvine CA 92618
34	Pac Rim	Peter Liu	pliu@pacrimengineering.com	70 S. Lake Ave., Suite 820 Pasadena, CA 91101
35	Pacific Pros	Ryan Kash	Ryan@PacificPros.com	18 Crestview, Aliso Viejo, CA 92656
36	Parsons	Amit Shah	amit.shah@parsons.com	100 W. Walnut Street, Pasadena, California 91124
37	PMCS	Walid Azar	wazar@pmcsgroup.net	2600 E. Pacific Coast Hwy, Suite 160 Long Beach, CA 90804
38	Psomas	Andrew Nickerson	anickerson@psomas.com	865 S. Figueroa Street Suite 3200 Los Angeles, CA 90017
39	Ramos	Armando Ramos	ramos@ramoscs.com	150 S. Los Robles Avenue, Suite 620 Pasadena, California 91101
40	RSE	Indrawati Jones	ljones@rsecorp.com	250 West First Street, Suite 226 Claremont, CA 91711
41	SBP	Stephan Hollinger	s.hollinger@sbp.de	1325 Palmetto Street #227 Los Angeles, CA 90013
42	Tetra Tech*	Jason Fussel	jason.fussel@tetrattech.com	707 Wilshire Boulevard, 23rd Floor, Los Angeles, CA 90017
43	Toole	Roger Pelayo	rpelayo@tooledesign.com	527 W 7th Street, Suite 701, Los Angeles, CA 90014
44	TRC	Samad Hamoud	SHamoud@trccompanies.com	707 Wilshire Blvd., Suite 3250 Los Angeles, CA 90017
45	TYLin	Joseph Smith	joseph.smith@tylin.com	707 Wilshire Boulevard, Suite 4900 Los Angeles, CA 90017
46	V&A	Andres Roldan	Andres.Roldan@va-incorp.com	1111 S. Grand Avenue, #103, Los Angeles, CA 90015
47	VCA	Virgil Aoanan	virgil.aoanan@vcaeng.com	1041 S. Garfield Avenue, Suite 210 Alhambra, CA 91801
48	WSP	Cecily Way	Cecily.Way@wsp.com	515 S. Figueroa Street, Suite 1400, Los Angeles, CA 90071

Transmittal No. 4

Consultant SOQ's are located in the project files and are available upon request.  
Please contact Jose Beristain at [Jose.beristain@lacity.org](mailto:Jose.beristain@lacity.org) for any SOQ requests.

CONTRACT NO. C- \_\_\_\_\_

**PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN  
AND SUPPORT SERVICES CONTRACT**

BETWEEN THE

**CITY OF LOS ANGELES**

AND

**XXXXXXXXXXXXXXXXXXXX**

FOR

**VARIOUS PUBLIC WORKS PROJECTS**

**TRANSMITTAL  
No. 5**

**TABLE OF CONTENTS**

<b><u>RECITALS</u></b>	<b><u>PAGE NO.</u></b>
<b><u>ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....</u></b>	<b><u>6</u></b>
<b><u>ARTICLE 2 - DEFINITIONS .....</u></b>	<b><u>7</u></b>
<b><u>ARTICLE 3 - PROJECT DESCRIPTION .....</u></b>	<b><u>7</u></b>
<b><u>ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT .....</u></b>	<b><u>9</u></b>
<b><u>ARTICLE 5 - KEY CONSULTANT PERSONNEL.....</u></b>	<b><u>17</u></b>
<b><u>ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY .....</u></b>	<b><u>18</u></b>
<b><u>ARTICLE 7 - TERM OF CONTRACT AND PERFORMANCE PERIOD .....</u></b>	<b><u>18</u></b>
<b><u>ARTICLE 8 - TERMINATION.....</u></b>	<b><u>19</u></b>
<b><u>ARTICLE 9 - SUBCONSULTANT APPROVAL.....</u></b>	<b><u>22</u></b>
<b><u>ARTICLE 10 - COMPENSATION, ALLOWABLE COSTS AND PAYMENT.....</u></b>	<b><u>22</u></b>
<b><u>ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS .....</u></b>	<b><u>29</u></b>
<b><u>ARTICLE 12 - INDEMNIFICATION AND INSURANCE .....</u></b>	<b><u>29</u></b>
<b><u>ARTICLE 13 - INDEPENDENT CONTRACTORS.....</u></b>	<b><u>30</u></b>
<b><u>ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT .....</u></b>	<b><u>30</u></b>
<b><u>ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY.....</u></b>	<b><u>31</u></b>
<b><u>ARTICLE 16 – MANDATORY PROVISIONS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT .....</u></b>	<b><u>33</u></b>
<b><u>ARTICLE 17 – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.....</u></b>	<b><u>35</u></b>
<b><u>ARTICLE 18 - SUCCESSORS AND ASSIGNS.....</u></b>	<b><u>38</u></b>
<b><u>ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES -</u></b>	

<u>NOTIFICATION</u> .....	<u>38</u>
<u>ARTICLE 20 - EXCUSABLE DELAYS</u> .....	<u>39</u>
<u>ARTICLE 21 - SEVERABILITY</u> .....	<u>39</u>
<u>ARTICLE 22 - DISPUTES</u> .....	<u>40</u>
<u>ARTICLE 23 - ENTIRE CONTRACT</u> .....	<u>40</u>
<u>ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u> .....	<u>40</u>
<u>ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u> .....	<u>41</u>
<u>ARTICLE 26 - BONDS</u> .....	<u>41</u>
<u>ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS</u> .....	<u>41</u>
<u>ARTICLE 28 - LIVING WAGE ORDINANCE</u> .....	<u>42</u>
<u>ARTICLE 29 – WORKER RETENTION ORDINANCE</u> .....	<u>42</u>
<u>ARTICLE 30 – ACCESS AND ACCOMMODATIONS</u> .....	<u>42</u>
<u>ARTICLE 31 - WAIVER</u> .....	<u>43</u>
<u>ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u> .....	<u>43</u>
<u>ARTICLE 33 - PERMITS</u> .....	<u>43</u>
<u>ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS</u> .....	<u>44</u>
<u>ARTICLE 35 – BEST TERMS</u> .....	<u>44</u>
<u>ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE</u> .....	<u>44</u>
<u>ARTICLE 37 - BREACH</u> .....	<u>44</u>
<u>ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE</u> .....	<u>45</u>
<u>ARTICLE 39 – BIDDER ETHICS AND PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING</u> .....	<u>45</u>
<u>ARTICLE 40 - FIRST SOURCE HIRING ORDINANCE</u> .....	<u>46</u>

<b><u>ARTICLE 41 - IRAN CONTRACTING ACT</u></b> .....	<b><u>46</u></b>
<b><u>ARTICLE 42 - SUSPENSION</u></b> .....	<b><u>47</u></b>
<b><u>ARTICLE 43 – DATA PROTECTION</u></b> .....	<b><u>47</u></b>
<b><u>ARTICLE 44 – CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS</u></b> .....	<b><u>48</u></b>
<b><u>ARTICLE 45 – LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT</u></b> .....	<b><u>48</u></b>
<b><u>ARTICLE 46 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS</u></b> .....	<b><u>48</u></b>
<b><u>ARTICLE 47 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164</u></b> .....	<b><u>49</u></b>
<b><u>ARTICLE 48 – POSSESSORY INTERESTS TAX</u></b> .....	<b><u>49</u></b>
<b><u>ARTICLE 49 – CONFIDENTIALITY</u></b> .....	<b><u>49</u></b>
<b><u>ARTICLE 50 – CONFLICT OF INTEREST</u></b> .....	<b><u>50</u></b>
<b><u>ARTICLE 51 – REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION</u></b> .....	<b><u>50</u></b>
<b><u>ARTICLE 52 – DEBARMENT AND SUSPENSION CERTIFICATION</u></b> .....	<b><u>50</u></b>
<b><u>ARTICLE 53 – INSPECTION OF WORK</u></b> .....	<b><u>51</u></b>
<b><u>ARTICLE 54 – EVALUATION OF CONSULTANT</u></b> .....	<b><u>51</u></b>
<b><u>ARTICLE 55 – AUDIT REVIEW PROCEDURES</u></b> .....	<b><u>51</u></b>
<b><u>ARTICLE 56 – SAFETY</u></b> .....	<b><u>52</u></b>
<b><u>ARTICLE 57 – NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u></b> .....	<b><u>53</u></b>
<b><u>ARTICLE 58 – CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR</u></b> .....	<b><u>53</u></b>
<b><u>ARTICLE 59 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE</u></b> ...53	
<b><u>ARTICLE 60 - CONTINGENT FEE</u></b> .....	<b><u>54</u></b>
<b><u>ARTICLE 61 – COVID-19</u></b> .....	<b><u>54</u></b>

**ARTICLA 62 – CONTRACTOR DATA REPORTING.....54**

## EXHIBITS

- EXHIBIT A -            SAMPLE PROJECT SCHEDULE (BAR CHART)
- EXHIBIT B -            PROPOSED PROJECT COST BREAKDOWN - SAMPLE
- EXHIBIT C-1            CONSULTANT PROPOSAL DBE COMMITMENT
- EXHIBIT C-2            CONSULTANT CONTRACT DBE COMMITMENT
- EXHIBIT C-3            FINAL REPORT-UTILIZATION OF DISADVANTAGED  
BUSINESS ENTERPRISE (DBE) AND FIRST-TIER  
SUBCONTRACTORS
- EXHIBIT D -            INSURANCE REQUIREMENTS AND COVERAGE
- EXHIBIT E -            CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
OBLIGATIONS
- EXHIBIT F -            CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT
- EXHIBIT G -            CONFORMANCE REVIEW WAIVER
- EXHIBIT H -            HOURLY RATES
- EXHIBIT I -            TRAVEL AUTHORIZATION
- EXHIBIT J -            BIDDER ETHICS FORMS
- EXHIBIT K -            PRIME AND SUBCONSULTANT INFORMATION FORM
- EXHIBIT L -            IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES**

This Contract is made and entered into by and between the CITY OF LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and **XXXXXXXXXXXXXXXXXXXX**, hereinafter referred to as the "CONSULTANT", and is set forth as follows:

**WITNESSETH**

WHEREAS, CITY has a need for consulting engineering services for bridge/civil engineering and other design and support services for bridge and street related projects funded by federal, state and local transportation programs; and

WHEREAS, **48** firms responded to the Request for Qualifications (RFQ) dated December 15, 2023; and

WHEREAS, CONSULTANT is selected to be one of **41** consultants placed on a list as the most qualified by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, CONSULTANT has demonstrated qualifications to perform said services; and

WHEREAS, CONSULTANT meets the State requirements to perform professional engineering work as required in the Professional Engineers Act; and

WHEREAS, services to be provided by CONSULTANT are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, CITY desires to retain CONSULTANT to provide the required engineering and technical services as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

**ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONSULTANT. The word "CONSULTANT" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

## **ARTICLE 2 - DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

<b>DBE</b>	Disadvantaged Business Enterprise
<b>BOARD</b>	Board of Public Works of the City of Los Angeles
<b>BOE</b>	Bureau of Engineering
<b>CITY</b>	City of Los Angeles
<b>CONSULTANT</b>	<b>AECOM Technical Services, Inc.</b>
<b>DAY</b>	Calendar day, unless otherwise specified
<b>ENGINEER</b>	The City Engineer or his designated representative
<b>OBE</b>	Other Business Enterprise
<b>QA / QC</b>	Quality Assurance / Quality Control (Program)
<b>CFR</b>	Code of Federal Regulations
<b>FHWA</b>	Federal Highway Administration
<b>Caltrans</b>	California Department of Transportation

## **ARTICLE 3 - PROJECT DESCRIPTION**

CONSULTANT will provide pre-design, design, construction engineering, project management, and other professional support services on bridge and street projects as requested by the ENGINEER. Work shall be performed in the City of Los Angeles, at client's office or at other locations as necessary to accomplish the assigned tasks.

The work to be assigned may vary from a single project to multiple projects, or portion(s) thereof located in Los Angeles. The specific project description, project location and scope of work will be specified during the Task Order Solicitation process as defined in Section 4.5.1 "Task Order Solicitation".

### 3.1 Description of Required Services

CONSULTANT shall perform pre-design, design, construction engineering, project management, and other professional support services on a Task Order basis to support the development of proposed CITY bridge and street projects. The ENGINEER will assign specific work to the CONSULTANT through the issuance of Task Orders.

Task Orders may include, but are not limited to the elements defined in Section 4.5.3 "Scope of Services".

CONSULTANT shall work closely with the ENGINEER on issues particularly related to oversight comments.

CONSULTANT shall be responsible for drafting the minutes of meetings and submitting them to the ENGINEER within one week of the meeting.

CONSULTANT has total responsibility for the accuracy and completeness of the deliverables prepared by the CONSULTANT or their subconsultants for projects and shall check all such materials accordingly. The deliverables will be reviewed by the CITY for conformity with the requirements in the Task Order. Reviews by the CITY do not include reviewing or checking of quantitative calculations or the accuracy with which such impacts or results are concluded in the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the CONSULTANT. CONSULTANT or its subconsultants shall not incorporate, in deliverables, any materials or equipment of single or sole-source origin without written approval by the CITY. In those instances where the CONSULTANT believes a better option is available to perform the task, the CONSULTANT shall promptly notify the ENGINEER of these concerns, together with reasons therefore.

CONSULTANT shall have a QA/QC plan in effect during the entire time work is being performed under the contract. The plan shall establish a process whereby all of the submittals are independently reviewed and all job-related correspondence and memoranda routed and received by affected persons are bound in appropriate job files.

The ENGINEER will periodically request evidence that the QA/QC plan is functioning. All items submitted to the ENGINEER for review shall be marked clearly as being fully checked or unchecked and that the preparation of the material followed the QA/QC plan established for the work. The QA/QC plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the ENGINEER with the QA/QC plan and updated as required. Within 30 days of the Notice to Proceed (NTP) the CONSULTANT shall submit to the ENGINEER a task specific QA/QC plan. The CITY reserves the right to independently verify all models, analyses, calculations, documents and other items and periodically observe the implementation of technical and all analyses on CITY premises using CITY equipment as directed by the ENGINEER.

The CONSULTANT's key personnel's performance shall be evaluated annually by the CITY and at the end of the Contract.

Evaluation shall be based on the following:

- a. Job performance
- b. Quality of work
- c. Timely submittal of reports, invoices and diaries, etc.

- d. Early detection of problems and timely resolutions
- e. Requesting timely approval for personnel changes and travel expenditures
- f. Ability to control costs.

Poor performance and a negative evaluation will result in replacement of the key personnel or may adversely reflect on the CONSULTANT's performance evaluation.

**ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

4.1 CONSULTANT shall perform the services described in Article 4.5.3. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

4.2 CONSULTANT shall provide corrective services without charge to the CITY for services which fail to meet the above standards and are reported to CONSULTANT in writing within sixty (60) days of discovery. Should the CONSULTANT fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONSULTANT shall be liable for any expenses thereby incurred.

4.3 Retention of Records, Audit and Reports

CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives, State representatives/auditors, Caltrans, or FHWA, at any time. CONSULTANT shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONSULTANT may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

4.4 Master Specifications

Not Used.

## 4.5 Task Assignment

### 4.5.1 Task Order Solicitation

Specific projects will be assigned to the CONSULTANT through the issuance of Task Orders. After a project to be performed under this Contract is identified by the CITY, the CITY will prepare a Task Order Solicitation. The Task Order Solicitation will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Manager. The Task Order Solicitation will be issued to the CONSULTANT by one of the methods described in 4.5.2 “Assignment of Work”.

The CONSULTANT shall submit a Task Order Proposal including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount within the time specified in the Task Order Solicitation. If CONSULTANT’s proposal is selected and an agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both the CITY and the CONSULTANT. A Task Order is of no force or effect until signed by both parties and returned to CITY. If the CITY and CONSULTANT are unable to reach an agreement, the CITY reserves the right to negotiate with the next firm on the list and so on until an agreement is reached.

### 4.5.2 Assignment of Work

In the event of a need for services, a Task Order Solicitation will be prepared and issued by the CITY to all CONSULTANT’s. Responses will be reviewed and rated in accordance with the criteria issued in the Task Order Solicitation. The CITY may exercise its option to shortlist or interview firms that respond to the Task Order Solicitation. Negotiations will follow on the terms for the project regarding the scope of work, deliverables, schedule and costs. If an agreement cannot be reached with the highest-ranking firm, the CITY reserves the right to negotiate with the second highest ranking firm and so on until an agreement is reached.

In certain circumstances, it may be necessary to assign a sole source task order to a CONSULTANTt on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call CONSULTANT only after requesting approval by the City Engineer and the Board of Public Works.

Once an agreement is reached, the CITY will issue a Notice to Proceed. No work is authorized until the CITY issues the Notice to Proceed to the selected CONSULTANT. No guarantee of work is given or implied to any of the CONSULTANTS on the list.

In the case of a declared emergency, the City reserves the right to issue a Task Order to the top firm regardless of cost.

### 4.5.3 Scope of Services

All work shall be conducted under the direction of professional CONSULTANT staff that is educated, experienced, and appropriately and currently licensed, if required, by the laws of the State of California in the disciplines for which they are directing the work. The primary responsibility of the CONSULTANT shall be to provide high quality bridge/street designs and complete PS&E packages as well as construction management expertise for assigned projects in accordance with the latest Caltrans, FHWA and CITY adopted policies and procedures.

CONSULTANT shall provide all project engineering and construction management-related services necessary in accordance with project task orders issued by the Bridge Improvement Division, the Street Improvement Division and other divisions of the BOE as needed. The scope of services the CONSULTANT will be required to provide shall include, without limitation, the services set forth in this section and are further described in the BOE's Project Delivery Manual (PDM) which is available online at <http://boe.lacity.org/pdm/>. The CONSULTANT shall provide these services through its own employees and/or through its subconsultants.

#### (a) Pre-Design Services

The CONSULTANT shall provide pre-design services or prepare pre-design reports as set forth in each project task order and shall have a thorough understanding of Caltrans requirements as well as Chapter 7 of the BOE's PDM. The CONSULTANT may also provide surveying services.

#### (b) Bridge Design Services

The CONSULTANT shall provide bridge design services as set forth in each project. Design services shall include all necessary and usual components and/or services in connection with the design. The CONSULTANT shall also have a thorough understanding of such references as: National Bridge Inspection Standards (NBIS) Recording and Coding Guide, Caltrans Highway Design Manual, Bridge Design Codes, American Association of State Highway and Transportation Officials (AASHTO) Design Specifications with Caltrans Amendments, Highway Bridge Program (HBP) - (formerly called Highway Bridge Replacement and Rehabilitation (HBRR) Program) guidelines, Uniform Act, Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Local Assistance Procedures Manual (LAPM), BOE's PDM and Design Manuals including but not limited to Street Design and Structural Design, BOE Standard Plans, Standard Specifications for Public Works Construction, BOE "Brown Book", Green Street Elements, Bicycle Plan, and Los Angeles County Metropolitan Transportation Authority (Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include, without limitation, the following: drafting services (AutoCAD, Civil 3D);

project rendering and presentation services; project development and conceptual design services; preparation of PSR/PRs; and preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: bridge dead load and live load analysis, seismic hazard studies, dynamic analysis of structures, including pushover analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and Transportation Management Plans (TMPs). The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans, and construction staging design services. For State-owned bridges, preparation of PSR/PRs, PA/EDs, and PS&Es per Caltrans standards and coordination with Caltrans Local Assistance and Project Management staff is required.

Other services that may be required of the CONSULTANT include: hydrology/hydraulic studies, storm drain design, geotechnical services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, conforming drawings and specifications for construction, and value engineering.

(c) Civil Engineering/Street Design Services

The CONSULTANT shall provide civil engineering design services as set forth in the task order. Design services shall include all necessary and usual components and/or services in connection with the design. The CONSULTANT should have a thorough understanding of such references as BOE's PDM, BOE Design Manuals including but not limited to: Street Design Manual and Structural Design Manual; BOE Standard Plans; Standard Specifications for Public Works Construction; BOE "Brown Book"; Green Street Elements; Bicycle Plan; and Los Angeles County Metropolitan Transportation Authority (Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include without limitation, the following: Drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSRs/PRs; preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: seismic hazard studies, dynamic analysis of structures including pushover analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and TMPs. The TMP should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans and construction staging design services.

Other services that may be required of the CONSULTANT include: evaluation of subcontracting potential, hydrology/hydraulic studies, storm drain design, geotechnical services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of

contract drawings and specifications and resolution of conflicts therein and value engineering if applicable.

(d) Coordination with Other Agencies during Design Phase

For project task orders, the CONSULTANT may be directed to coordinate with such agencies as: regional transportation planning agencies; local agencies for authorizations, permits, plan checks and approvals and other local sponsors; railroad companies; Public Utilities Commission (PUC), Los Angeles Department of Water & Power (LADWP) and other utilities including utility notices, coordination with utility companies on utility relocation designs and implementation; City of Los Angeles Department of Building and Safety; Metro; Los Angeles County; California Coastal Commission; the CITY's right-of-way agent for appraisals, title search, map preparation, legal descriptions, negotiations, relocation assistance; the CITY's environmental agent for environmental clearances including archeology, biology, noise, visual and related studies; and state and federal entities including Caltrans Local Assistance and project management staff, Southern California Association of Governments (SCAG), U.S. Army Corps of Engineers, California Department of Fish and Game, and the Los Angeles Regional Water Quality Control Board.

(e) Construction Engineering and Management Services

The CONSULTANT shall provide such construction related services as follows: scheduling; schedule analysis; estimating; document control; coordination with inspection, pre-construction meetings and weekly job site meetings; and maintenance of meeting minutes.

Other services include constructability review during the pre-bid stage; monitoring of construction costs and schedules (providing early indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work, and providing recommendations for corrective action); review of Critical Path Methods (CPMs), and contractor cost loading; communication and collaboration stakeholders, review and approval of shop drawings and submittals, and maintenance of shop drawing logs; prompt responses to Requests for Information (RFIs) and other communications with the contractor to minimize claims against the CITY, and maintenance and tracking of RFI logs; preparation and maintenance of change orders – change order management; and claims analysis, advisement, resolution, response preparation, and avoidance.

The CONSULTANT shall be able to prepare closeout documents in a timely manner. Closeout activities shall be coordinated with the Bureau of Contract Administration and include processing all outstanding change orders, claims and other issues to attain final acceptance by the Board; and coordination of guaranty and warranty items between the CITY and CONSULTANT, including as-builts (or as-built preparation), manuals, and Certificate of Occupancy for facilities from the Contractor.

The consulting firm responsible for the design of a particular project or bridge may not perform construction management for the same project or bridge.

(f) Additional Professional Services

The CONSULTANT may be directed to provide additional professional services for certain project task orders. The CONSULTANT shall provide such additional professional services through its own professional employees or through its subconsultants.

Additional professional services shall be those services which are considered necessary for the project task order and are in addition to or beyond the necessary and usual services in connection with pre-design or design services. Additional professional services shall include, without limitation, the following:

1) Landscape Design and Architecture

For project task orders, the CONSULTANT may be directed to coordinate with the Cultural Affairs Department. The Bridge Improvement Division requires consulting services in Bridge Art and Bridge Architecture. The Street Improvement Division requires consulting services in streetscape design.

2) Public Relations and Outreach

For project task orders, the CONSULTANT may be directed to coordinate with the Public Affairs Office of the Board, or to provide public outreach services through a subconsultant. The Public Affairs Office (PAO) shall assist the project manager with supervising all public outreach aspects of the contract. It will be the responsibility of the CONSULTANT and any public outreach subconsultants to coordinate with the PAO on all public outreach activities, which are defined as any activities and/or communications involving contact with the public. These activities may include, but are not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, including the preparation and placement of paid announcements; and preparing printed literature for public dissemination.

3) Miscellaneous Design Services

Other federally funded services such as bikeways, parks, transit facilities, river projects, and more.

4) The Consultant may be asked to assist in identifying and applying for grants at the federal, state, and local levels for the planning, design, and construction of various projects, including, but not limited to, bridges, grade separations, street improvements, bikeways, green space, transit facilities, and river projects.

5) Training

The CONSULTANT may be asked to schedule or provide training on

specialized design, state-of-the-art processes or systems for CITY staff. The selected CONSULTANT may be requested to provide additional professional services not specifically mentioned above at the discretion of the CITY and within the scope of the contract.

#### 4.6 Consultant Schedule of Services

- 4.6.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within fifteen (15) calendar days, after receiving the CITY'S notice to proceed. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in **Exhibit A**. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.
- 4.6.2 The CONSULTANT'S schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the ENGINEER'S review of each submittal unless a longer period of time is specified elsewhere in this Contract or the Task Order. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Contract and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT'S schedules and provide comments relative to overall compliance with requirements of the Contract documents.
- 4.6.3 An updated schedule of services shall be submitted to the ENGINEER as specified in the Task Order. The submittal of the updated CONSULTANT'S schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONSULTANT, or other update submittal approved by the ENGINEER. If specified in the Task Order, as a condition precedent to final payment, the CONSULTANT shall submit to the ENGINEER a final schedule of services that accurately reflects the manner in which the services were actually completed.
- 4.6.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that

the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONSULTANT shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the ENGINEER.

- 4.6.5 The CONSULTANT shall submit progress reports as specified in the Task Order. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.
- 4.6.6 As directed in the Contract or the Task Order, the CONSULTANT shall participate in progress meetings with the ENGINEER. These meetings shall be held monthly at the discretion of the ENGINEER. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

#### **ARTICLE 5 - KEY CONSULTANT PERSONNEL**

- 5.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 5.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 5.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

#### **ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

CITY designates **Christine Sotelo** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

The CITY shall furnish, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONSULTANT. The CITY shall also furnish the CONSULTANT with the following information to define the requirements

of each task:

Concept Report

BOE Standard Plans

City of Los Angeles' Standard Form General Conditions/General Requirements

City of Los Angeles' Master Technical Specification Index and Sections (Applicable Master Specifications Sections are to be requested by the CONSULTANT and modified to suit the project involved.)

Procedural Memoranda

Graphic Standards Manual

## **ARTICLE 7 - TERM OF CONTRACT AND PERFORMANCE PERIOD**

CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY. Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 60 months unless terminated as provided under Article 8 or extended by amendment to this Contract.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the Board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the Board, officer or employee authorized to enter into this Contract.

CONSULTANT shall not commence performance of work or services until this Contract has been executed and notification to proceed has been issued by the ENGINEER or their designated representative. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be executed which extends beyond the expiration date of this Contract. However, if work on a Task Order is in progress on the expiration date of this contract, the terms of the contract may be extended by contract amendment.

The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$15,000,000. It is understood and agreed that there is no guarantee, either expressed or implied

that this dollar amount will be authorized under this contract through Task Orders.

## **ARTICLE 8 - TERMINATION**

### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or

administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
- c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT'S ability to perform under the terms of this Contract.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice

of termination had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **ARTICLE 9 - SUBCONSULTANT APPROVAL**

CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY, except that, which is expressly identified in the approved Cost Proposal. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. Refer to **Exhibit K** for CONSULTANT and subconsultant information. The CITY has the right to approve CONSULTANT'S subconsultants and the CITY reserves the right to request replacement of subconsultants. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.

All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

**Exhibit K** is not exclusive and upon written request by the CONSULTANT, additional subconsultants may be added with the approval of the ENGINEER. Substitution of any subconsultant requires approval from the BOARD.

#### **ARTICLE 10 - COMPENSATION, ALLOWABLE COSTS AND PAYMENT**

Compensation for Task Orders issued under this Contract shall be provided on a lump sum (firm fixed price) or specified rate of compensation basis, both of which must be based on the labor and other rates set forth in this Contract or any subsequent Task Order proposal. For the specified rate of compensation basis, compensation is defined as the sum of: (1) Hourly Salary

Rates; (2) Indirect Cost Rate; (3) Other Direct Cost with no markup; (4) Subconsultant Expenses; and (5) Profit as defined herein.

## 10.1 Definitions

- 10.1.1 "Hourly Salary Rates" shall be at the rates approved by the ENGINEER set forth in **Exhibit H**, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Any adjustments to the CONSULTANT's direct salary rate shall be in accordance with the established BOE policy, existing at the time the adjustment is approved. Hourly salary rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's contract execution, and are subject to the approval of the CITY. In no case shall the hourly salary rates exceed the actual salary rates paid to the employee.
- 10.1.2 "Subconsultant Hourly Salary Rates" shall be at the rates approved by the ENGINEER for each subconsultant as set forth in **Exhibit H**. Any adjustments to subconsultants' salary rates shall be reviewed and approved by the ENGINEER prior to invoicing. Any such increases shall be in accordance with established BOE policy existing at the time the adjustment is approved. Subconsultant hourly salary rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT'S Contract execution, and are subject to the approval of the ENGINEER. In no case shall the subconsultant hourly salary rates exceed the actual salary rates paid to the subconsultant.
- 10.1.3 "Lump Sum" or "firm fixed price" is a method of compensation whereby CONSULTANT is compensated for designated milestones. All of the CONSULTANT'S costs including salaries, overhead, other direct costs, subcontract expenses, and profit are included in the lump sum amount.
- 10.1.4 "Indirect Cost Rate" (including payroll burden, overhead, and general administrative expenses) shall be at a rate applied to Hourly Salary Rate. The Indirect Cost Rate for CONSULTANT services under this Contract is fixed for the duration of the Contract.
- 10.1.5 "Payroll burden" includes the cost of benefits for employees including, but not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement.
- 10.1.6 "Overhead" includes the general charges or office expenses that cannot be attributed to any particular part of the work or project such as rent, heating, lighting, and insurance. The overhead rate for CONSULTANT personnel located in the CONSULTANT'S Office is fixed at a rate of **133.02** percent and **106.96** percent for CONSULTANT personnel located in a CITY office. The CONSULTANT Office rate shall apply to CONSULTANT personnel on temporary assignment, not to exceed one month, at one of the CITY'S offices. The CITY Office rate shall apply

when the CONSULTANT personnel are on assignment at one of the CITY'S offices for a period exceeding one month.

The Overhead rates for CONSULTANT, for the duration of this Contract, shall be the actual audited rate of CONSULTANT in effect at the time the Contract is executed. At the ENGINEER'S discretion, the subconsultants' overhead rates are subject to review and approval by the ENGINEER and shall remain fixed for the duration of the Contract.

10.1.7 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental (as approved within the Consultant Travel Authorization form, **Exhibit I**), and mileage charges (based on IRS allowable amounts). Expenses related to CONSULTANT travel will be reimbursed based upon the CITY'S policies and procedures that are in place at the time when the CONSULTANT Contract is fully executed. CONSULTANT must obtain CITY approval prior to incurring any travel expenses. Travel-related questions can be referred to the Contact Person as listed in Article 19. Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY upon request. Any other items purchased for the task shall be the property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT'S location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

10.1.8 "Subconsultant Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY. Administrative fees shall not be applied to Subconsultant Expenses.

10.1.9 "Profit" shall be ten (10) percent, as negotiated, and shall be applied to the summation of "Indirect Cost Rate" and "Hourly Salary Rates".

## 10.2 Allowable Costs

10.2.1 For specified rate of compensation Task Orders, CONSULTANT will be reimbursed for hours worked at the hourly rates specified in **Exhibit H**. The specified hourly rates shall include direct salary costs, payroll burden, overhead, and general administration fees. These rates are not adjustable for the performance period set forth in this Contract.

10.2.2 For lump sum or firm fixed price Task Orders, CONSULTANT will be compensated for all work and deliverables, including travel and equipment in one

lump sum. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work. In the instance of a change in scope, adjustment to the total lump sum will be negotiated between CITY and CONSULTANT. The adjustment will not be effective until authorized by amendment to the Task Order and approved by CITY.

- 10.2.3 CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Task Order proposal and in the executed Task Order.
- 10.2.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Task Order.
- 10.2.5 When milestone cost estimates are included in the approved Task Order, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the ENGINEER before exceeding such estimate.
- 10.2.6 The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Task Order amendment and approved by CITY.
- 10.2.7 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Proposed Project Cost Breakdown set forth. A sample Proposed Project Cost Breakdown is provided as **Exhibit B**. CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, ENGINEER shall have notified CONSULTANT in writing, or, unless and until CONSULTANT notifies ENGINEER prior to work and ENGINEER agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this Contract. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Proposed Project Cost Breakdown set forth, whether those costs were incurred during the course of the Contract or as a result of termination.
- 10.2.8 The CITY will not pay for CONSULTANT'S nor subconsultant's personnel for invoice preparation. The CITY will not pay for CONSULTANT'S nor subconsultant's communications expenses and computer lease, rental or hourly time charges.

### 10.3 Invoicing and Payment

- 10.3.1 Progress payments for each Task Order will be made monthly in arrears based on either the services provided and actual costs incurred for specified rate of compensation Tasks or the percentage of work completed for Tasks to be

compensated on a lump sum basis. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Task Order or Proposal, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 8 Termination.

- 10.3.2 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by ENGINEER of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article 10.7 Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. CITY will not reimburse the CONSULTANT for any charges related to any Task Order invoiced to CITY after 60-calendar days. Invoices shall be mailed to the ENGINEER at the following address:

Name: Christine Sotelo, P.E.  
Address: City of Los Angeles  
Bureau of Engineering  
Bridge Improvement Program  
1149 South Broadway, Suite 750  
Los Angeles, CA 90015

- 10.3.3 ENGINEER shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the ENGINEER.
- 10.3.4 All invoices shall be subject to audit. Support for any Other Direct Cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.
- 10.3.5 CONSULTANT shall notify the ENGINEER in writing when costs reach 75 percent (75%) of the amount authorized for the Task Order. Failure to provide written notification may result in late payment of invoices.
- 10.3.6 CITY liability under this Contract shall only be to the extent of the present appropriation to fund the Contract. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Contract.

10.3.7 CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Contract shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Contract.

#### 10.4 Prevailing Wages

For only those workers qualifying for Prevailing Wages, the CONSULTANT shall comply with the following requirements.

- 10.4.1 The CONSULTANT shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONSULTANT: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.
- 10.4.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.
- 10.4.3 The CONSULTANT and the CONSULTANT'S subconsultants shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the CONSULTANT and such subconsultant. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.
- 10.4.4 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 10.4.5 Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the CONSULTANT'S Contract execution.
- 10.4.6 Hourly Salary Rates that include applicable Prevailing Wage rates may vary from the Hourly Salary Rates that do not include applicable Prevailing Wage Rates.

#### 10.5 Proposed Project Cost Breakdown

At the discretion of the ENGINEER, the Sample Proposed Project Cost Breakdown (**Exhibit B**), attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each Task Order. For Task Orders with a specified compensation method, the Proposed Project Cost Breakdown shall be based upon the estimated hours of labor at approved Hourly Salary Rates, payroll burden, audited overhead, Other Direct Costs, and Subconsultant Expenses. Federal regulations require that profit be separately negotiated from contract costs. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

For Task Orders specifying a lump sum compensation method, the Proposed Project Cost Breakdown shall set forth the total project cost and the appropriate payment milestones.

The amounts shown for each item on a Proposed Project Cost Breakdown are estimates only, and unexpended funds allocated for one item may be used for another item as long as the total Cost Breakdown specified in the Task Order is not exceeded. Such reallocation of funds must have the prior written approval of the ENGINEER.

## 10.6 Cost Principles

- 10.6.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 10.6.2 CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 10.6.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

## 10.7 Equipment Purchase

- 10.7.1 Prior authorization in writing, by ENGINEER shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 10.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and exceeding \$5,000 prior authorization by ENGINEER; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- 10.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### **ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of Article 7.

#### **ARTICLE 12 - INDEMNIFICATION AND INSURANCE**

##### 12.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT 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 CONSULTANT'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 CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 12 shall survive expiration or termination of this Contract.

##### 12.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification of the CITY, CONSULTANT shall provide and maintain at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 146 in **Exhibit D** hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit D** hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on **Exhibit D** hereto. **Exhibit D** is hereby incorporated by reference and made a part of this Contract.

### **ARTICLE 13 - INDEPENDENT CONTRACTORS**

CONSULTANT is acting hereunder as an independent consultant and not as an agent or employee of the CITY. CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

### **ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT**

- 14.1 CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT'S profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract in accordance with this Contract.
- 14.5 Except as specified in Article 12 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all

damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## **ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### 15.1 Ownership of Data and License

- 15.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.
- 15.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONSULTANT or its subconsultants of any tier under this Contract, CONSULTANT hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
- 15.1.4 CONSULTANT shall not provide or disclose any Work Products to any third party without prior written consent of the CITY.
- 15.1.5 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.

15.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

15.1.7 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

## 15.2 Intellectual Property Warranty

15.2.1 CONSULTANT represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

## 15.3 Intellectual Property Indemnification

15.3.1 CONSULTANT, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. 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. The provisions of Article 15 shall survive expiration or

termination of this Contract.

15.3.2 In CONSULTANT'S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.3.3 Where any Work Product furnished by CONSULTANT (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONSULTANT shall, with the CITY'S consent, do one of the following immediately. CONSULTANT shall at its expense either:

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this Contract.

**ARTICLE 16 - MANDATORY PROVISIONS PERTAINING TO  
NONDISCRIMINATION IN EMPLOYMENT**

16.1 Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## 16.2 Title VI Assurances

During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

(1) **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT’s obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Caltrans or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the Caltrans or the FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of CONSULTANT’s noncompliance with the nondiscrimination provisions of this agreement, the California

Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONSULTANT under the agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the agreement, in whole or in part.

(6) Incorporation of Provisions: CONSULTANT shall include the provisions or paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the Caltrans or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the Caltrans enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 17 – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

### 17.1 Disadvantaged Business Enterprise Program Requirements

This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is **20%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit C-1**), or in the Consultant Contract DBE Information (**Exhibit C-2**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

### 17.2 Contract Assurance

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.

### 17.3 Performance of DBE Consultant and Other DBE Subconsultants/Suppliers

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

### 17.4 Prompt Progress Payment to Subconsultants

CONSULTANT shall not be entitled to any payment for work or material, unless it is performed or supplied by a listed subconsultant (DBE or non-DBE), or by the CONSULTANT'S own forces, pursuant to prior written authorization of the ENGINEER.

CONSULTANT agrees to pay each subconsultant for the satisfactory performance of its contract no later than ten (10) days of receipt of each progress payment it receives from the CITY under this Contract.

CONSULTANT agrees that any delay or postponement of payment among the parties must be for good cause and with the prior written approval of the CITY. These requirements apply to both DBE and non-DBE subconsultants.

### 17.5 Retention of Funds

The CITY shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to the prime consultant based on these acceptances.

The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the CITY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### 17.6 DBE Records

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F (**Exhibit C-3**), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the CITY with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the CITY.

#### 17.7 DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY'S Contract Administrator within 30 days.

### **ARTICLE 18 - SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract

as required under Article 32.

**ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY:

Contact Person: Christine Sotelo, P.E., Principal Civil Engineer

Address: 1149 S. Broadway, Suite 750

Los Angeles, CA 90015

To CONSULTANT:

Contact Person: **Stephen J. Polechronis, Senior Vice President**

Address: **300 South Grand Avenue, Los Angeles, CA 90071**

**ARTICLE 20 - EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Subconsultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**ARTICLE 21 - SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

## **ARTICLE 22 - DISPUTES**

Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement may be decided by the CITY's Board, who may consider written or verbal information submitted by CONSULTANT.

Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CITY's Board of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this Contract.

## **ARTICLE 23 - ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 11 hereof.

## **ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONSULTANT consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

## **ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

## **ARTICLE 26 - BONDS**

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 et seq., as amended from time to time.

## **ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT’S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subconsultants shall constitute a default by CONSULTANT under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

## **ARTICLE 28 - LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by

CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 29 –WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 30 - ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONSULTANT understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 31 - WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.

**ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not, unless it has first obtained the written permission of the CITY:

- (a) Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**ARTICLE 33 - PERMITS**

CONSULTANT and its directors, officers, partners, agents, employees and subconsultants, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONSULTANT'S performance hereunder and shall pay any fees required therefor. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), against CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**ARTICLE 35 – BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

**ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE**

CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

**ARTICLE 37 - BREACH**

Except for excusable delays as described in Article 20, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE**

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 39 – BIDDER ETHICS AND PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall submit with its proposal a Bidder Certification CEC Form 50 (**Exhibit J**), proscribed by the City Ethics Commission, in which the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

Moreover, all bidders are subject to Charter Section 470(c)(12) and related ordinances and were required to submit Bidder Contributions CEC Form 55 (**Exhibit J**) with their response. As a result, bidders 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 submitted their response until either the contract is approved or, for the successful bidders, 12 months after the contract is signed. The bidder'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.

CONSULTANT certifies to the best of his or her knowledge and belief that:

- A. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employees of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bidders who fail to comply with City, state, or federal 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.

#### **ARTICLE 40 – FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### **ARTICLE 41 – IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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” **Exhibit L**.

#### **ARTICLE 42 – SUSPENSION**

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONSULTANT with written notice of suspension. Upon receipt of the notice of suspension, CONSULTANT shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

#### **ARTICLE 43 – DATA PROTECTION**

A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONSULTANT shall conduct an investigation

of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

**ARTICLE 44 - CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 45 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**ARTICLE 46 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

**ARTICLE 47 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### **ARTICLE 48 - POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **ARTICLE 49 - CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **ARTICLE 50 – CONFLICT OF INTEREST**

CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing CITY construction project, which will follow.

CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.

CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

#### **ARTICLE 51 – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebate kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 52 – DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT’S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by an federal agency; has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE 53 – INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit the CITY, state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

## **ARTICLE 54 – EVALUATION OF CONSULTANT**

CONSULTANT’S performance will be evaluated by the CITY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Contract record.

## **ARTICLE 55 – AUDIT REVIEW PROCEDURES**

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY’S Office of the Controller.

Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY’S Office of the Controller of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

CONSULTANT and subconsultant contracts, including Task Order proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a certified public accountant (CPA) ICR audit work paper review. If selected for audit or review, the contract, Task Order proposals and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’S work papers including making copies as necessary. The Contract, Task Order proposals, and ICR shall be adjusted by CONSULTANT and approved by CITY to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans’ Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs. 1. During a Caltrans’ review of the ICR audit work papers created by the CONSULTANT’S independent CPA, Caltrans will work with the CPA

and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows: a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate. b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate. c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate. 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions. 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract. 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO the CITY no later than 60 days after occurrence of the last of these items. The provisional ICR will apply to this Contract and all other contracts executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE 56 – SAFETY**

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY and its representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

**ARTICLE 57 – NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE 58 – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this Contract.

Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

**ARTICLE 59 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

**ARTICLE 60 – CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or

otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 61 – COVID-19**

Employees of CONSULTANT and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, “Contractor Personnel”), while performing services under this Contract and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, CONSULTANT shall obtain proof that such Contractor Personnel have been fully vaccinated. CONSULTANT shall retain such proof for the document retention period set forth in this Contract. CONSULTANT shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If CONSULTANT wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, CONSULTANT shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by CONSULTANT. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, CONSULTANT shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

#### **ARTICLE 62 – CONTRACTOR DATA REPORTING**

If CONSULTANT is a for-profit, privately owned business, CONSULTANT shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: CONSULTANT’S and any subconsultant’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). CONSULTANT shall further request, on an annual basis, that any subconsultant input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year written below.

**AECOM Technical Services, Inc.**

**By:**

**Title:**

**Date:**

**CITY OF LOS ANGELES**

**By:**

**Title: President, Board of Public Works**

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**By:**

**Title: Deputy City Attorney**

**Date:**

## DEPARTMENT OF PUBLIC WORKS Master RFQ/RFP Contract Checklist

### I. Proposal Format and Submission Requirements

- In writing
- Cover Letter
- Authorized signatures
- Number of copies required
- Who and Where

### II. Pre-Submittal Meeting

- When, Where, Why
- Walk-through of site, if applicable
- Questions, Submission and Responses

### III. General Terms

- Definitions
- Material becomes property of the City of Los Angeles
- Subconsultants/Joint Ventures

### IV. Statement of Work/Scope of Work/Tasks/Goals

- Establish Scope of Work
- Define Assignment of Work if applicable

### V. Specific Terms and Conditions

- Length of Contract/Options to renew
- Request subconsultant anticipated participation levels from PAC
- Payment Terms/Conditions/Invoices
- Sales Tax and Permits (City, State and Federal), if applicable
- Standards of material (testing), if applicable
- Liaison responsibilities with other agencies, if applicable
- Obtain necessary permits

### VI. Boilerplate Clauses/Standard City Contractual Requirements

- Contractor Responsibility Ordinance
- Business Tax Registration Certificate
- Mandatory Provisions Pertaining to Nondiscrimination in Employment
- Insurance Requirements
- Business Inclusion Program, or
- DBE program for federally funded projects by the Department of Transportation
- Title VI Language for Federal Contracts

**TRANSMITTAL NO. 6**

# DEPARTMENT OF PUBLIC WORKS

## Master RFQ/RFP Contract Checklist

- Child Support Obligations Policy
- Service Contractor Worker Retention Ordinance
- Living Wage Ordinance
- Best Terms
- Access and Accommodations
- Contractor Performance Evaluation Program
- Disclosure Ordinances
- Restrictions on Campaign Contributions in City Elections
- Non-Collusion
- Equal Benefits Ordinance/First Source Hiring Ordinance
- Iran Contracting Act
- Proposer Checklist of Items to be Submitted

### VII. Proposal Evaluation

- Responsive and Responsible
- Criteria - Pass/Fail and/or weighted factors
- Selection/Award of Contract - "Best overall value to the City"

### VIII. RFQ/RFP Schedule of Events

- Release RFQ/RFP to potential Respondents
- Pre-Submittal Meeting
- Issue Addendum in response to Pre-Submittal Meeting, if applicable
- Proposals due by 2:00 p.m.
- Begin Proposal evaluations
- Conduct interviews/oral presentations
- Negotiate with selected Proposer
- Board Authorization to Award
- Execute Contract

### IX. Proposer Checklist of What's to be Submitted

#### X. List of Attachments for the RFQ/RFP (Attachments to be provided by PAC)

- Contractor Responsibility Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance/First Source Hiring Ordinance (To be completed on RAMP)
- Insurance Requirements

## DEPARTMENT OF PUBLIC WORKS Master RFQ/RFP Contract Checklist

- Business Inclusion Program, or
- DBE Program for projects funded by the federal Department of Transportation
- Child Support Obligations
- Service Contractor Worker Retention and Living Wage Ordinances
- Americans with Disabilities Act
- Slavery/Border Wall Disclosure Ordinances (To be completed on RAMP)
- Bidder Certification CEC Form 50
- Bidder Contributions CEC Form 55
- Non-Collusion Affidavit
- Los Angeles Residence Information
- Iran Contracting Act of 2010 Compliance Affidavit
- Local Business Preference Program

### **XI. Proposal Evaluation**

- Received Proposals and Attachments (Date: 2/23/2024)
  - Contractor Responsibility Ordinance - Questionnaire
    - Submit to Bureau of Contract Administration (BCA)
  - Equal Benefits Ordinance (submitted on RAMP). BCA reviews upon Consultant selection.
  - Summary Sheet (from RAMP)
    - Submit to BCA
  - Schedule A and List of Potential Subconsultants
    - Submit to BCA
  - Slavery/Border Wall Disclosure Ordinances Affidavit (uploaded on RAMP). BCA reviews upon Consultant selection.
  - First Source Hiring Ordinance Affidavit (submitted on RAMP). BCA reviews upon Consultant selection.
  - Child Support Obligations
  - Americans with Disabilities Act
  - Living Wage Ordinance OCC Non-Coverage Exemption Application (LW-10) if applicable
    - Submit to BCA
  - Non-Collusion Affidavit (RFPs only)
  - Iran Contracting Act of 2010 Compliance Affidavit
  - Bidder Certification CEC Form 50

# DEPARTMENT OF PUBLIC WORKS

## Master RFQ/RFP Contract Checklist

- Bidder Contributions CEC Form 55
- Los Angeles Residence Information
- Local Business Certification Affidavit of Eligibility (uploaded on RAMP) if applicable
- Evaluate RFQ/RFPs
  - Technical Evaluation (Date Completed: 3/3/2024 )
  - Short-list Firms, if necessary (Date Completed: 3/3/2024 )
  - Written Invitation to Interview Issued to Applicable Firms (Date: \_\_\_\_\_ )
  - Conduct Interviews (Dates: \_\_\_\_\_ )
  - Office of Contract Compliance (OCC – Reviews BIP, SDO, DBWCO, FSHO, EBO, CRO Questionnaire) (Date Completed: 3/3/2024 )

### XII. Proposal Selection and Contract Negotiations

- Rank Proposals
- Select tentative Consultant
- Request Attachments
  - Contractor Responsibility Ordinance - Pledge of Compliance
  - Business Tax Registration Certificate
  - Proof of Insurance (RFPs only)
    - Submit to Board of Public Works (BPW)
- Memo to BPW notifying them of Consultant selection and when negotiations are to begin (Date: 11/7/23 ) \*
- Written notification to non-selected firms (Date: n/a )
- Boilerplate Clauses/Standard City Contractual Regulations - See VI of this Checklist. Standard contracts on BOE Intranet at <http://eng.lacity.org/permits/tools-and-references> or ask PAC for boilerplate.
- Negotiate Contract (Date: 3/8/2024 )

### XIII. Contract Completion

- Finalize written Contract by the Division
  - Submittal to BPW as attachment to “Authority to Execute” Board Report

\* Keep Bureau’s Liaison Commissioner updated regularly.

**DEPARTMENT OF PUBLIC WORKS  
Master RFQ/RFP Contract Checklist**

**XIV. Board Report to Execute Contract**

- Authorized signatures for Board Report
  - Administration Division initial(s) (Date: 8/26/24 )
  - Project Award and Control Division initial(s) (Date: 9/10/24 )
  - City Attorney approval of contracts as to form (Date: \_\_\_\_\_ )
  - Assistant Bureau Head initials (Date: 9/13/24 )
  - Bureau Head signature (Date: \_\_\_\_\_ )
  - OCC signature (Date: \_\_\_\_\_ )
  - Contract Administration signature (Date: \_\_\_\_\_ )
  - Send contracts to Consultants for signature (Date: \_\_\_\_\_ )
  - Office of Accounting signature (if applicable) (Date: \_\_\_\_\_ )
- "Authority to Execute" Board Report (Date Adopted: \_\_\_\_\_ )

**XV. Contract Execution**

- Council Motion (if length of contract greater than 5 years) (Date: \_\_\_\_\_ )
  - Staff Report prepared by Chief Legislative Analyst (CLA) (Date: \_\_\_\_\_ )
- Mayor's Office approval
  - Mayoral letter of approval (Date: \_\_\_\_\_ )
- Final authorized signatures for Contract
  - BPW President or 2 Commissioner's signatures (Date: \_\_\_\_\_ )
  - City Clerk attestation (Date: \_\_\_\_\_ )
- City Clerk issues Contract No. \_\_\_\_\_ \*\*

**XVI. Notice to Proceed (RFP Only)**

- Issue "Notice to Proceed" letter (Date: \_\_\_\_\_ )
- Kick-off meeting (Date: \_\_\_\_\_ )

\*\* List Contract No. assigned

**DEPARTMENT OF PUBLIC WORKS**  
**Personal Services Contracting Process Checklist**

**I. Intent to Contract**

- Notify City Administrative Officer (CAO) (Notification of Intent to Contract)  
 (Date )
- Print CAO report to confirm receipt of notification (Date )  
[http://caoapp.ci.la.ca.us/notification/all\\_contracts.php](http://caoapp.ci.la.ca.us/notification/all_contracts.php)
- Notify Personnel Dept (Charter 1022 approval) (Date )
- Notify CAO (Charter 1022 Determination) (Date )
- Notify Board of Public Works (BPW) Lead Commissioner and/or their back-up  
 (Date )

**II. Scope of Work**

- Develop Project Schedule
- Identify subcontracting opportunities and obtain participation levels from PAC

**III. Evaluate Subcontracting Outreach Applicability**

- If limited subconsultant availability/opportunities, obtain approval from Mayor's  
 Office of Economic and Business Policy to waive Business Inclusion Program  
 (BIP) outreach.

**IV. Draft Request for Qualifications/Proposals (RFQ/RFP)**

- Evaluation/Selection Criteria to include demonstrated experience and  
 commitment to diversity (Date ). Contact the centralized  
 contracting group for examples of evaluation criteria.
- Division to set up pre-submittal meeting (Date )
  - Obtain Insurance Requirements from CAO Risk Manager
  - City Attorney review of the RFQ/RFP (Date )

**V. RFQ/RFP Process and Approval**

- Provide Executive Officer a copy of the RFQ/RFP 10 days prior to BPW's  
 consideration

- Board report requesting to "Issue and Negotiate" RFQ/RFP  
(Date )
- Attach the following checklists:
  - Master RFQ/RFP Contract Checklist (Items 1-10 completed)
  - Personal Services Contracting Process Checklist (Items 1-5 completed)

## VI. Distribution of RFQ/RFP

- PAC will upload RFQ/RFP and Attachments on RAMP (Date )  
NAICS interest codes are added to the RFQ/RFP, aka opportunity, when  
 uploaded to RAMP. Subconsultants with matching NAICS codes will be included on the Subcontractors tab and may be contacted if the BIP outreach is required.
- PAC will notify City Clerk to advertise in the Daily Journal  
(Date )

## VII. Pre-Proposal/Submittal Meeting

- Upload Attendee List to RAMP as an addendum (Date )

## VIII. Review and Award of Contract

- Ensure the following forms have been received from Prime consultant:
  - Contractor Responsibility Ordinance - Responsibility Questionnaire. The Pledge of Compliance with the Contractor Responsibility Ordinance is to be submitted prior to contract award.
  - Proof of Insurance (For RFP only. Proof of insurance for RFQ is required at the time of Task issuance.
  - Equal Benefits Ordinance/First Source Hiring Ordinance Affidavit (RAMP) (BCA will verify the affidavit at the time of consultant selection.)
  - Certification of Compliance with Child Support Obligations
  - Certification Regarding Compliance with the Americans with Disabilities Act
  - Schedule A
  - Living Wage Ordinance Forms
    - If requesting an exemption - Form LW-10/Form LW-26/Form LW-28
    - If requesting non-coverage - Form LW-29

- If no exemption - Form LW-6/Form LW-18
  - Email Prime consultant to request and retain LWO/SCWRO Subcontractor Declaration of Compliance - LW-5
- Service Contractor Worker Retention Ordinance
  - If requesting an exemption - email bca.eeoe@lacity.org
- Slavery/Border Wall Disclosure Ordinances Affidavit (RAMP). (BCA will verify the affidavit at the time of consultant selection.)
- Los Angeles Residence Information Form
- Iran Contracting Act of 2010 Compliance Affidavit
- Non-Collusion Affidavit (For RFP only. On a task by task basis for RFQs.
- Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55
- Local Business Certification (RAMP)
- Notify the BPW, by memo, of consultant selection and when negotiations are to begin (Date )

## IX. Board Report to Execute Contract

- Review CONTRACTOR EVALUATION NOTICE posted by Bureau of Contract Administration, Special Research & Investigation Section to ensure selected
- consultant has no negative past (Date ) - send firm names to George Espinola of BCA to check for performance evaluation on file.
    - Note findings in the BPW Board Report (Date )
  - Attach the following checklists to the Board Report
    - Master RFQ/RFP Contract Checklist (Items 1-13 completed)
    - Personal Services Contracting Process Checklist (Items 1-8 completed)
  - Review final draft of contract with City Attorney (Date )

## X. Contract Execution

- Send electronic copy of the prime consultant's and subconsultants' contact information to PAC
- Send copy of executed contract to PAC

**XI. Input Contract Information into the Personal Services Contract System (PSCS)**

When the executed contract has been received, input contract information into PSCS

**XII. Monitor Participation Levels**

Project Manager will enforce MBE/WBE/SBE/EBE/DVBE/OBE or DBE/OBE participation levels

Obtain BPW approval for any change in MBE/WBE/SBE/EBE/DVBE/OBE or DBE/OBE participation levels (Date )

Obtain BPW approval for subconsultant substitution (Date )

**XIII. Final Acceptance Report**

Recommended action if participation levels are not met (Date )

Department of Public Works

Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

December 13, 2023  
CD Nos. All

**ISSUE A REQUEST FOR QUALIFICATIONS AND NEGOTIATE PERSONAL SERVICES CONTRACTS FOR PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS FOR VARIOUS FEDERALLY FUNDED PUBLIC WORKS PROJECTS - WORK ORDER No. E7000800**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. AUTHORIZE the City Engineer to issue and advertise the transmitted Request for Qualifications (RFQ) for Bridge/Civil Engineering and Other Design and Support Services Consultants.
2. AUTHORIZE the staff from the Bureau of Engineering (BOE), on behalf of the Department of Public Works, to evaluate and pre-qualify the respondents based upon the requirements and procedures set forth in the RFQ.
3. AUTHORIZE the City Engineer to negotiate a personal services contract with each of the highest rated and most responsive consultant firms.
4. DIRECT the City Engineer to report to the Board with recommendations on executing the negotiated contracts.

**TRANSMITTALS**

1. Copy of the BOE's proposed RFQ for the establishment of a new Pre-Qualified On-Call (PQOC) Bridge/Civil Engineering and Other Design and Support Services Consultants List for various Public Works projects.
2. Copy of the Notice to Advertise.
3. Copy of the Personal Services Contracting Process Checklist (Item Nos. 1-5 completed).
4. Copy of the Master RFQ/Request for Proposal (RFP) Contract Checklist (Item Nos. 1-10 completed).

## **DISCUSSION**

### ***Background***

The BOE is requesting the authority to issue a RFQ to establish a new PQOC Bridge/Civil Engineering and Other Design and Support Services Consultants List for various federally funded bridge, civil engineering and related projects (Transmittal No. 1). This PQOC list will enable the BOE to handle workload increases when there is insufficient City of Los Angeles (City) staff to perform the work and utilize technical expertise beyond the capacity of City staff when needed. Federally funded projects typically have stringent project delivery schedules, and using consultant services will assist City staff to meet project deadlines.

The BOE has a current PQOC list for federally funded projects that was established in 2019 and will expire in November of 2024. This new PQOC list is expected to have a maximum contract duration of five years.

The proposed scope of work for design and support services may include, but is not limited to:

- Project Management services (i.e. cost estimating, scheduling, Project Study Report/Project Report preparation, advanced project planning, grant writing, funding procurement, engineering studies, community outreach, etc.)
- Project Approval/Environmental Design package preparation and approval
- Design, Project Studies and Plans, Specifications and Estimates package preparation and approval
- Environmental documentation and approval
- Right-of-way engineering, utility coordination and relocation design
- Survey (aerial, land, design, and construction)
- Geotechnical and geological engineering services
- Construction engineering and management services

### ***Advertising and Distributing the RFQ***

Upon the adoption of this report by the Board, the proposed RFQ will be advertised via a Notice to Advertise which will be placed in a local publication (Transmittal No. 2). The RFQ and its attachments will be available for download from the City's Regional Alliance Marketplace for Procurement website at <https://www.rampla.org>.

### ***Consultant Selection Process***

Staff from the BOE and the California Department of Transportation (Caltrans) will screen the responses and may schedule interviews with the appropriate representatives of the most qualified firms. The Evaluation Criteria summarized below will be used in evaluating the respondents' Statement of Qualifications (SOQ) to determine which respondents are deemed most qualified for the successful performance of the type of work necessary to properly deliver bridge and street projects.

### **Evaluation Criteria**

- **Understanding of the work to be done** **25%**  
Firms will be assessed on their demonstration of a detailed familiarity and understanding of the type of projects anticipated, and on how best to deliver the work within the processes and procedures used by the City.
  
- **Experience with similar work and change order record** **20%**  
Firms will be assessed on their track record of delivering quality projects on time and within budget. The selection team will evaluate the firm's quality assurance/quality control program, and their history of design, budget, and schedule compliance on prior City projects, and on related projects for other clients. To evaluate the firm's history of errors and omissions change order costs, the respondents must provide information on errors and omissions change orders for all completed projects within the last five years.
  - **Capability and availability of key staff for work to be done** **15%**  
The selection team will evaluate the capability and availability of the firm's key technical and managerial personnel.
  
- **Capability and availability of key sub-consultant staff for work to be done** **10%**  
The selection team will evaluate the capability and availability of the key sub-consultant technical and managerial personnel.
  
- **Capability of developing innovative or advanced techniques** **10%**  
The firms will be assessed on their demonstrated ability to keep abreast of emerging design, construction and project delivery technologies, and on their ability to develop innovative approaches to maximize value to the City.

- **Familiarity with City, State and Federal procedures** **10%**  
The firms will be assessed on their knowledge of City, State and Federal processes and procedures, which at a minimum would include the references listed in Section 6: Scope of Work. Previous history of compliance with City contracting requirements, and prior history of meeting United States Department of Transportation (USDOT) Federal Disadvantage Business Enterprise (DBE) pledge levels for previous tasks and contracts will be considered.
- **Financial responsibility** **10%**  
The firms will be assessed on their accounting systems, with the intent of demonstrating their capacity for recordkeeping and reporting that complies with Generally Accepted Accounting Principles and cost principles outlined in the Code of Federal Regulations (CFR) 48, Financial Acquisition Regulations System. Also, the firms will be assessed on their ability to have verifiable internal controls and procedures to monitor and adjust overhead rates.

Consultants will be scored according to the criteria noted above, which is based on the weighted criteria published by Caltrans in the Local Assistance Procedures Manual, Exhibit 10-B, and listed in Section 10 in the RFQ. Consultants shall be scored without regard to the size of their firm. However, they are encouraged to propose subconsultants to provide a full range of services and specializations to be of maximum value to the City. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the consultants have complied with all City requirements, a contract will be negotiated with the successful respondents.

#### ***Disadvantaged Business Enterprise (DBE) Program***

The projects will be federally funded and are subject to the USDOT's DBE Program in CFR 49, Part 26. Respondents to this RFQ will be required to either meet the DBE goal of 20.0 percent or submit Good Faith Effort documentation showing adequate good faith efforts were made to meet the goal. This goal was calculated by the City in accordance with Federal guidelines and approved by Caltrans.

#### ***Compliance with City and Board Policies***

On December 24, 2002, the Board adopted, as policy, the recommendations of the Advertising/Outreach Committee for advertising and outreach for personal services contracts. These procedures have been followed (Transmittals No. 3 and 4).

All consultants participating in this program will be subject to compliance with the following City Ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance Requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance;

Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1

December 13, 2023  
Page 5

Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Disclosure of Border Wall Contracting Ordinance; Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; and Best Terms. Failure to comply with all requirements specified will render the consultant's contract subject to termination pursuant to the conditions expressed therein.

#### ***Contractor Performance Evaluation***

The quality of the work performed by the consultants will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code) and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The critiques are kept on file by the Bureau of Contract Administration for reference by other City departments and agencies.

#### ***Notice of Intent to Contract and Charter Section 1022 Determination***

The required Notification of Intent to Contract form was submitted to the Office of the City Administrative Officer (CAO) on January 25, 2023. In compliance with Charter Section 1022, on April 19, 2023, the CAO determined that it was more feasible to utilize consultants to perform this work rather than City employees.

#### ***RFQ Review***

The proposed RFQ has been reviewed and approved by the Office of Contract Compliance and approved as to form by the City Attorney's Office.

#### **STATUS OF FUNDING**

The contract to be entered into with the selected PQOC consultants will not have a single, specific source of funds attached to it. Instead, funds will be encumbered on a project-by-project basis from various sources at the time the specific task order proposals are requested from the consultants.

Joint Report No. 1

Page 6

( SG RMK RS KM )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Bridge Improvement Division

Scott Gibson, PE  
Acting Division Engineer  
Phone No. (213) 485-5101

Compliance review performed  
and approved by:

  
Lynda McGlinchey (Dec 1, 2023 17:11 PST)

Lynda McGlinchey  
Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration

SG/JB/07-2023-0104\_BID.lk

Questions regarding this  
report may be referred to:  
Jose Beristain, Senior Civil Engineer  
Phone No. (213) 487-0478  
E-mail: jose.beristain@lacity.org

Respectfully submitted,

  
ENGINEERING  
Approved/signed by Ted Allen  
2023 2:48 PM

Ted Allen, PE  
City Engineer  
Bureau of Engineering

  
Raoul Mendoza (Dec 1, 2023 18:27 PST)  
John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration

To all Potential Respondents:

**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**

**REQUEST FOR QUALIFICATIONS (RFQ)  
PRE-QUALIFIED ON-CALL BRIDGE / CIVIL ENGINEERING AND  
OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS LIST**

**VARIOUS PUBLIC WORKS PROJECTS**

Statements of Qualifications (SOQs) are requested from experienced consultants to provide bridge / civil engineering and other design and support services on a pre-qualified on-call basis for various Public Works projects. SOQs must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. Any materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between the City and the selected consultant. Respondents shall submit one (1) original, and one (1) PDF copy on a flash drive of their Cover Letter, SOQ, and all other required documents.

The original must include all other required documents bound separately and clearly labeled and be submitted at the same time as the SOQ submittal. Responses must be received by **12:00 p.m. on Friday, February 23, 2024** and addressed to:

**Mr. Scott Gibson, P.E., Division Manager  
Bureau of Engineering  
Bridge Improvement Division  
1149 S. Broadway, Suite 750  
Los Angeles, California 90015**

If you have technical questions regarding the RFQ, please submit them to Jose Beristain via e-mail to [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org). The questions, along with the answers, will be issued by addendum. Any questions regarding mandated City Policies and Programs should be addressed to the City agency responsible for administering them, as stated in the corresponding attachment.

A pre-submittal virtual meeting will be held on **January 3, 2024 at 10:00 am**. All consultants interested in this RFQ are strongly encouraged to attend this meeting. Please refer to the following link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#.

**TRANSMITTAL No. 3**

**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**

**REQUEST FOR QUALIFICATIONS (RFQ)  
PRE-QUALIFIED ON-CALL BRIDGE / CIVIL ENGINEERING AND  
OTHER DESIGN AND SUPPORT SERVICES CONSULTANTS LIST**

**VARIOUS PUBLIC WORKS PROJECTS**

**1. INTRODUCTION**

The Bridge Improvement Division of the Bureau of Engineering (BOE), Department of Public Works, City of Los Angeles is requesting the submittal of SOQs from consultants to provide bridge / civil engineering and other design and support services on a pre-qualified on-call basis for various Public Works projects. It is anticipated that a list of approximately 20 consulting firms will be established.

On certain Public Works projects, the BOE plans to utilize consultants to provide bridge / civil engineering and other design and support services, sometimes on an emergency basis, during the course of a 5-year period. These services may include, but are not limited to:

- Project Management services (i.e. cost estimating, scheduling, Project Study Report (PSR) / Project Report (PR) preparation, advanced project planning, grant writing, funding procurement, engineering studies, community outreach, etc.)
- Project Approval / Environmental Design (PA/ED) package preparation and approval
- Design, Project Studies and Plans, Specifications & Estimates (PS&E) package preparation and approval
- Environmental documentation and approval
- Right-of-way engineering and utility coordination and relocation design
- Surveys (aerial, land, design, and construction)
- Geotechnical engineering and engineering geologist services
- Construction engineering and management services
- Grant Writing Services

The issuing date for the RFQ is **December 15, 2023**. A virtual pre-submittal meeting is scheduled for **January 3, 2024 at 10:00 am**. Please refer to the following link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#. The closing date for this RFQ is **12:00 p.m. on February 23, 2024**. Responses may be submitted at any time prior to the due date.

A panel from the Department of Public Works and potentially Caltrans will evaluate the written responses to this RFQ to establish a list of pre-qualified on-call bridge / civil engineering and other design and support services consultants according to the procedures outlined in Section 10. After the Pre-Qualified On-Call List has been established, work will be assigned according to the guidelines detailed in Section 7.

## **2. COST OF CONSULTING CONTRACTS**

Qualified consultants must be able to perform the scope of work associated with design and construction projects where bridge / civil engineering and other design and support services costs will vary between \$50,000 and \$3,000,000, although it is possible that a few project task orders could be below or above these amounts. No guarantee can be given, either expressly or by implication, that any work or services will be required under this solicitation.

## **3. FINANCIAL RESPONSIBILITY**

The City shall not be responsible in any manner for the costs associated with the submission of your SOQ. The SOQ, including all drawings, plans, brochures, photographs and other materials submitted shall become the property of the City upon receipt by the City. The City shall have the right to copy, reproduce, publicize or dispose of each SOQ in any way the City elects.

## **4. RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION**

The City will negotiate a contract with each firm selected for the Pre-Qualified On-Call List. The City reserves the right to revise the RFQ, withdraw the RFQ, to reject any response for non-compliance with the RFQ provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City. If the RFQ is revised, written revisions to the RFQ will be made available to all potential respondents who received the RFQ.

## **5. ACCEPTANCE OF TERMS AND CONDITIONS**

Submission of the SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

## **6. SCOPE OF WORK**

Consultants may submit their SOQ for Bridge Design, Civil Engineering, or both. All SOQs shall specify at the beginning of the document for which area of expertise, or both, the Consultant is submitting their qualifications.

All work shall be conducted under the direction of professional consultant staff who are educated, experienced, and appropriately and currently licensed, if required, by the laws of the State of California in the disciplines for which they are directing the work. The primary responsibility of the Consultant shall be to provide high quality bridge/street designs and complete PS&E packages as well as construction management expertise for assigned projects in accordance with the latest Caltrans, Federal Highway Administration (FHWA) and City of Los Angeles adopted policies and procedures.

The Consultant shall provide all project engineering and construction management-related services necessary in accordance with project task orders issued by the Bridge Improvement Division, the Street Improvement Division, and other Divisions in the Bureau, as needed. The scope of services the Consultant will be required to provide shall include, without limitation, the services set forth in this section. The services set forth herein are further described in the Bureau's Project Delivery Manual (PDM) which is available online at <https://engineering.lacity.gov/techdocs/project-delivery-manual>. The Consultant shall provide the services set forth herein through its own employees and/or through its subconsultants.

### **(A) Bridge and Civil Engineering: Pre-Design Services**

The Consultant shall provide pre-design services or prepare pre-design reports as set forth in each project task order and shall have a thorough understanding of Caltrans requirements as well as Chapter 7 of the BOE's Project Delivery Manual (PDM) available online at <https://engineering.lacity.gov/techdocs/project-delivery-manual>. The Consultant may also provide surveying services.

### **(B) Bridge: Design Services**

The Consultant shall provide bridge design services as set forth in each project task order. Design services shall include all necessary and usual components and/or services in connection with the design. The Consultant shall also have a thorough understanding of such references as: National Bridge Inspection Standards (NBIS) Recording and Coding Guide, Caltrans Highway Design Manual, Bridge Design Codes, American Association of State Highway and Transportation Officials (AASHTO) Design Specifications with Caltrans Amendments, Highway Bridge Program (HBP) - (formerly called Highway Bridge Replacement and Rehabilitation (HBRR) Program) guidelines, Uniform Act, Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Local Assistance Procedures Manual (LAPM), BOE's Project Delivery Manual and Design Manuals including but not limited to Street Design and Structural Design, BOE Standard Plans, Standard Specifications for Public Works Construction, BOE "Brown Book", Green Street Elements, Bicycle Plan, and Los Angeles County Metropolitan Transportation Authority

(Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include, without limitation, the following: drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSR/PRs; and preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: bridge dead load and live load analysis, seismic hazard studies, dynamic analysis of structures, including pushover analysis, scour analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and Transportation Management Plans (TMPs). The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans, and construction staging design services. For State-owned bridges, preparation of PSR/PRs, PA/EDs, and PS&Es per Caltrans standards and coordination with Caltrans Local Assistance and Project Management staff is required.

Other services that may be required of the Consultant include: hydrology/hydraulic studies, storm drain design, geotechnical services, architectural design and development services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, conforming drawings and specifications for construction, and value engineering.

### **(C) Civil Engineering/Street Design Services**

The Consultant shall provide civil engineering design services as set forth in the task order. Design services shall include all necessary and usual components and/or services in connection with the design. The Consultant should have a thorough understanding of such references as BOE's Project Delivery Manual and Design Manuals. Design Manuals include, but are not limited to: Street Design Manual, Structural Design Manual, BOE Standard Plans, Standard Specification for Public Works Construction, BOE "Brown Book", Green Street Elements, and Bicycle Plan, Metro/CTC funding requirements and processes.

The areas of design services that may be required for each project task order shall include without limitation, the following: Drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSRs/PRs; preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: seismic hazard studies, dynamic analysis of structures including pushover analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and TMPs. The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans and construction staging design services.

Other services that may be required of the Consultant include: evaluation of subcontracting potential, hydrology/hydraulic studies, storm drain design, geotechnical services, real estate services, environmental services, estimates, construction duration

and schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, and value engineering, if applicable.

**(D) Bridge and Civil Engineering: Coordination with Other Agencies during Design Phase**

For project task orders, the Consultant may be directed to coordinate with such agencies as: regional transportation planning agencies; local agencies for authorizations, permits, plan checks and approvals and other local sponsors; railroad companies; Public Utilities Commission (PUC), Los Angeles Department of Water & Power (LADWP) and other utilities including utility notices, coordination with utility companies on utility relocation designs and implementation; City of Los Angeles Department of Building and Safety; Metro; Los Angeles County; California Coastal Commission; the City's right-of-way agent for appraisals, title search, map preparation, legal descriptions, negotiations, relocation assistance; the City's environmental agent for environmental clearances including archeology, biology, noise, visual and related studies; and state and federal entities including Caltrans Local Assistance and project management staff, Southern California Association of Governments (SCAG), U.S. Army Corps of Engineers, California Department of Fish and Game, and the Los Angeles Regional Water Quality Control Board.

**(E) Bridge and Civil Engineering: Construction Engineering and Management Services**

The Consultant shall provide such construction related services as follows: scheduling; schedule analysis; estimating; document control; coordination with inspection, pre-construction meetings and weekly job site meetings; and maintenance of meeting minutes.

Other services include constructability review during the pre-bid stage; monitoring of construction costs and schedules (providing early indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work, and providing recommendations for corrective action); review of Critical Path Methods (CPMs), and contractor cost loading; communication and collaboration with stakeholders; review and approval of shop drawings, submittals, and plan clarifications, and maintenance of shop drawing logs; prompt responses to Requests for Information (RFIs) and other communications with contractor to minimize claims against the City, and maintenance and tracking of RFI logs; preparation and maintenance of change orders – change order management; and claims analysis, advisement, resolution, response preparation, and avoidance.

The Consultant shall be able to prepare closeout documents in a timely manner. Closeout activities shall be coordinated with the Bureau of Contract Administration and include processing all outstanding change orders, claims and other issues to attain final acceptance by the Board of Public Works; and coordination of guaranty and warranty items between the City and the Contractor, including as-builts (or as-built preparation), manuals, and Certificate of Occupancy for facilities from the Contractor.

The consulting firm responsible for the design of a particular project or bridge may not perform construction management for the same project or bridge.

## **(F) Bridge and Civil Engineering: Additional Professional Services**

The Consultant may be directed to provide additional professional services for certain project task orders. The Consultant shall provide such additional professional services through its own professional employees or through its subconsultants.

Additional professional services shall be those services which are considered necessary for the project task order and are in addition to or beyond the necessary and usual services in connection with pre-design or design services. Additional professional services shall include, without limitation, the following:

### **1) Landscape Design and Architecture**

For project task orders, the Consultant may be directed to coordinate with the Cultural Affairs Department. The Bridge Improvement Division requires consulting services in Bridge Art and Bridge Architecture. The Street Improvement Division requires services in streetscape design.

### **2) Public Relations and Outreach**

For project task orders, the Consultant may be directed to coordinate with the Public Affairs Office of the Board of Public Works, or to provide public outreach services through a subconsultant. The Public Affairs Office (PAO) shall assist the project manager with supervising all public outreach aspects of the contract. It will be the responsibility of the public outreach consultant and any public outreach subconsultant(s) to coordinate with the PAO on all public outreach activities, which are defined as any activity or activities and/or communication or communications involving contact with the public. These activities may include, but are not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, including the preparation and placement of paid announcements; and preparing printed literature for public dissemination.

### **3) Miscellaneous Design Services**

Other federally funded services such as bikeways, parks, transit facilities, river projects, and more.

### **4) Grant Writing Services**

The Consultant may be asked to assist in identifying and applying for grants at the federal, state, and local levels for the planning, design, and construction of various projects, including, but not limited to, bridges, grade separations, street improvements, bikeways, green space, transit facilities, and river projects.

### **5) Training**

The Consultant may be asked to schedule or provide training on specialized design, state-of-the-art processes or systems for City staff.

The selected Consultants may be requested to provide additional professional services not specifically mentioned above at the discretion of the City and within the scope of the contract. This notification is made to inform respondents of this option of the City.

For each Task Order Solicitation for which qualifications are provided, Consultants will be asked to indicate which services would be provided directly by the Consultant, and to identify the subconsultants, if any, and the subconsultants' Disadvantaged Business Enterprise (DBE) status (**Attachment A-08**). Proposed subconsultants should be obtained from the Consultant's Exhibit 10-O1 form (**Attachment A-08**). The City Engineer, at his or her discretion, may request Consultants to complete an entire project, a portion or phase of a project, or multiple tasks within a project.

## **7. ASSIGNMENT OF WORK**

In the event of a need for services, a Task Order Solicitation will be prepared and issued by the City to all Consultants. Responses will be reviewed and rated in accordance with the criteria issued in the Task Order Solicitation. The City may exercise its option to shortlist or interview firms that respond to the Task Order Solicitation. Negotiations will follow on the terms for the project regarding the scope of work, deliverables, schedule and costs. If an agreement cannot be reached with the highest-ranking firm, the City reserves the right to negotiate with the second highest ranking firm and so on until an agreement is reached.

In certain circumstances, it may be necessary to assign a sole source task order to a Consultant on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call Consultant only after requesting approval by the City Engineer and the Board of Public Works.

Once an agreement is reached, the City will issue a Notice to Proceed. No work is authorized until the City issues the Notice to Proceed to the selected Consultant. No guarantee of work is given or implied to any of the Consultants on the list.

In the case of a declared emergency, the City reserves the right to issue a Task Order to the top firm regardless of cost.

## **8. CHECKLIST OF SOQ REQUIREMENTS**

Respondents shall submit one (1) original, and one (1) PDF copy on a flash drive of their Cover Letter, SOQ, and all other required documents. The original must include all other required documents bound separately and clearly labeled, and be submitted at the same time as the SOQ submittal.

### **Cover Letter**

The Cover Letter should include the name, address, and Business Tax Registration Certificate (BTRC) number of the firm. It should also include the name and contact information of the person authorized to represent the firm and the name of the proposed project coordinator for the duration of the contract.

### **Statement of Qualifications**

The SOQ must include a statement that the SOQ is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham SOQ, or any other person, firm or corporation to refrain from responding, and that the respondent has not in any manner sought by collusion to secure for itself an advantage over any other respondent. If selected, the Consultant is prepared to provide all of the services described in the Scope of Work for each project for which a proposal is submitted. SOQ must also provide the following:

- Signature of the person authorized to obligate the firm or joint venture.
- Location of the offices where the work is to be performed. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed in each office. For field personnel, provide the location of the offices where they will be based and from which they will be managed.
- Summary description of the work to be performed by each subconsultant firm proposed for the discipline work.
- Attach a memo from each subconsultant, signed by a principal of the subconsultant firm, indicating the specific portion or discipline of the bridge or related transportation work to be performed by the subconsultant firm.
- E-mail address for the prime consultant to which correspondence can be sent.

The SOQ must also include references from previous clients for past work of a similar nature. Provide the names of the clients, the client's contact persons and their telephone numbers, and a description of the project and the work performed by your firm. The City reserves the right to contact the clients listed at any time.

An organization chart and list of key personnel as categorized below must also be provided accompanied by a listing of the work he/she will perform; academic credentials; professional and/or requisite licensing, and/or certification documents as are required to perform the duties as detailed in the Scope of Work Section. It is likely that the staffing requirements will vary from project to project over the duration of the contract. Describe the firm's approach, capability, and flexibility to adjust to varying staffing requirements as the City's needs and policies vary from one project to the next.

The list of key personnel is to be categorized as:

- Executives/Managers
- Licensed Professionals
- Engineers/Surveyors
- Architects
- Other Technical/Professional/Accounting Staff
- Administrative/Support Staff

Compensation for Consultant services will be based on a Cost Reimbursement or Lump Sum method. Individual Task Orders will state the type of compensation method. For the Cost Reimbursement method, Consultants can either be reimbursed on an Hourly Billing Salary Rate, with added Consultant Office or City Office overhead and 10% profit,

or on an Hourly Billing Rate. The Hourly Billing Rate includes the Consultant's overhead and profit. Hourly Billing Rates for Consultant personnel to be used on projects will be requested at the time of contract negotiations.

The Consultant Office overhead rate will be the actual Consultant's overhead rate, but not to exceed a maximum of 180% for Consultant personnel located in the Consultant's office. The City Office overhead rate, for Consultant personnel on assignment at one of the City's offices for a period exceeding one month, will be the Consultant's actual overhead rate, but not to exceed a maximum of 155%

The City reserves the right to negotiate final Hourly Billing Rates, Hourly Salary Rates, and all overhead rates. The City will require the following documentation to support the stated overhead rates at the time of negotiation:

1. Prime Consultant Field and Home Office Overhead Rates
  - a. Federally or State audited overhead rates including backup documentation **OR**
  - b. Overhead rates calculated and signed by the firm's Certified Public Accountant (CPA) including backup documentation **OR**
  - c. Firm's internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.
2. Field and Home Office Overhead Rates for Subconsultants listed in your SOQ
  - a. Federally or State audited overhead rates including backup documentation **OR**
  - b. Overhead rates calculated and signed by the firm's CPA including backup documentation **OR**
  - c. Firm's internal calculation of overhead rates signed by the Principal of the firm which are auditable and defensible in the event of an audit.

This overhead information is not required to be submitted as part of your SOQ, but will be required if your firm is selected for negotiations.

The following are required as part of the SOQ submission:

### CHECKLIST

√	DOCUMENT	DESCRIPTION
<input type="checkbox"/>	<b>Cover Letter</b>	Include the name, and address of the firm; the firm's BTRC number (Refer to <b>Attachment A-02</b> ); the names, titles and telephone numbers of the person(s) who will be authorized to represent the respondent; and the name of the project coordinator for the duration of the contract.
<input type="checkbox"/>	<b>SOQ</b>	Non-collusive statement; office locations; proposed subconsultant responsibilities; references;

		organizational chart; and resumes and academic credentials of key personnel.
<input type="checkbox"/>	<b>Responsibility Questionnaire (Service Version) (See Attachment A-01)</b>	Includes information on the following: <ul style="list-style-type: none"> <li>• Organizational structure of the firm</li> <li>• Ownership and name changes</li> <li>• Financial Resources and Responsibility</li> <li>• Performance History</li> <li>• Disputes</li> <li>• Compliance with Laws</li> <li>• Business Integrity</li> </ul>
<input type="checkbox"/>	<b>Non Discrimination, Equal Employment Practices, Affirmative Action (See Attachment A-03)</b>	Non-Discrimination / Equal Employment Practices Provisions / Affirmative Action Plan documentation
<input type="checkbox"/>	<b>Equal Benefits Ordinance/First Source Hiring Ordinance (See Attachment A-05)</b>	Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit webform and submitted on the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website.
<input type="checkbox"/>	<b>Child Support Obligations (See Attachment A-06)</b>	Certificate of Compliance to Child Support
<input type="checkbox"/>	<b>Americans with Disabilities Act (See Attachment A-07)</b>	Certificate of Compliance to ADA
<input type="checkbox"/>	<b>Disadvantaged Business Enterprise (DBE) Program (See Attachment A-08)</b>	Exhibit 10-O1 to provide information on DBE subconsultants and Exhibit 15-H to document their good faith effort outreach.
<input type="checkbox"/>	<b>Disclosure Ordinances (See Attachment A-11)</b>	Slavery Disclosure/Disclosure of Border Wall Contracting Ordinance Affidavit webform and submitted on RAMP
<input type="checkbox"/>	<b>Los Angeles Residence Information Form (See Attachment A-12)</b>	Percentage of Workforce residing in the City of Los Angeles
<input type="checkbox"/>	<b>Iran Contracting Act (See Attachment A-14)</b>	Compliance Affidavit
<input type="checkbox"/>	<b>Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55 (See Attachment A-15)</b>	Compliance with Disclosure Requirements and Prohibitions Established in the Los Angeles Municipal Lobbying Ordinance and Limitations on Campaign Contributions
<input type="checkbox"/>	<b>Policy Compliance Certification Checklist</b>	Checklist must be completed, signed, and submitted with the cover letter and SOQ.

## 9. PRE-SUBMITTAL MEETING

A pre-submittal virtual meeting will be held on **January 3, 2024** at **10:00 am** to clarify the contents of this RFQ and to discuss the needs of the BOE. Please refer to the following

link to attend the virtual meeting, <https://meet.google.com/kkb-yvxx-vzw?authuser=0> or you can dial in using the number +1 319-343-8901 with the following PIN, 205 583 913#. City staff will be available to answer questions, clarify RFQ requirements, and further explain the DBE Program requirements, and other mandated City policies and programs. All consultants interested in this RFQ are strongly encouraged to attend this meeting. It is expected that consultants attending the pre-submittal meeting will have reviewed the RFQ, along with the attachments.

To maximize the effectiveness of the meeting, the BOE requests that, to the extent possible, respondents submit technical questions by e-mail to [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org) prior to the meeting. This will enable BOE staff to prepare responses in advance. However, all responses to the questions during the meeting will be issued via an Addenda. Additional questions will be accepted at the pre-submittal meeting; however, responses will be deferred and provided as addenda to the RFQ at a later date.

## **10. CONSULTANT SELECTION PROCEDURE**

SOQs will be initially reviewed by a panel from the Department of Public Works and potentially Caltrans. The following criteria will be used in evaluating the respondent's SOQ to determine which consultants are deemed most qualified for the successful performance of the type of work included in this RFQ. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the consultant has complied with other City requirements, a contract may be negotiated with each successful respondent and their company will be placed on the pre-qualified on-call list. For specific project task orders, proposals will be solicited from the consultants on the list pursuant to the terms of Section 7.

Consultants will not be allowed to make any changes to their SOQs between the time of submittal and the time a decision is made by the City on which firms are "short listed" for interviews. If a consultant has been "short listed," the consultant may revise its SOQ ONLY if the City is notified in writing. The notification must be received by the City at least 10 days prior to the interviews. The notification must clearly state the reasons for and the specifics of the changes.

### **Selection/Evaluation Criteria**

- ***Understanding of the work to be done*** **25%**  
*This includes demonstrated knowledge of the work required, explanation of the project, management and scheduling abilities, other on-going projects and priorities, quality and cost control, and staff availability.*
  
- ***Experience with similar kinds of work*** **20%**  
*This includes demonstrated capability on similar or related projects and a record of producing a quality product on similar projects on time and within budget.*
  
- ***Quality of staff for work to be done*** **15%**

*This includes the firm's qualifications and relevant individual experience, unique qualification of key personnel, time commitment of key members, and organization chart.*

- **Capability of developing innovative or advanced techniques** **10%**  
*This includes innovative approaches and internal measures for timely completion of similar projects.*
  
- **Familiarity with City, State and Federal procedures** **10%**  
*This includes knowledge of City/State/Federal processes and procedures, the ability and willingness to respond to City/State/Federal requirements and accessibility to City/State/Federal reviewers.*
  
- **Financial responsibility** **10%**  
*This includes demonstrated capability of delivering similar projects within budget and internal measures for cost efficiencies.*
  
- **Demonstrated technical ability** **10%**  
*This includes the firm's qualifications and relevant experience and a record of producing a quality product.*

Consultants will be scored according to the criteria noted above, which is based on the weighted criteria published by Caltrans in the Local Assistance Manual, Exhibit 10-B. Consultants shall be scored without regard to the size of their firm. However, they are encouraged to form teams with other firms in order to provide a full range of services and specializations to be of maximum value to the City.

## **11. SUBCONSULTANTS**

The consultant may enter into subcontracts with others for the performance of any portion of the resultant contract. Potential subconsulting opportunities have been listed in **Attachment A-09**. The list of subconsulting opportunities is intended to be used for informational purposes only.

The requirements of this RFQ and any resultant contract shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of subconsultants that do not conform to the provisions and documentation requirements of the resultant contract. Potential subconsultants must submit Exhibit 10-Q "Disclosure of Lobbying Activities" if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency in connection with this federal contract.

General and administrative fees for the management of subconsultants will be limited to actual charges. The 5% markup on subconsultants typically seen on other City contracts will not apply to the scope of services provided in this RFQ.

## 12. CITY CONTRACTUAL REQUIREMENTS

The City of Los Angeles has certain policies and requirements that may affect the contracts awarded from this RFQ. Refer to **Attachment A-10** for a sample of the City of Los Angeles' Personal Services Contract. Therefore, all prospective consulting firms are advised of the following:

- **Contractor Responsibility Ordinance (CRO)**

The contract will only be awarded to a responsive, responsible consultant. All businesses or individuals seeking to contract with the City of Los Angeles are required to demonstrate that they possess the quality, fitness, and capacity to perform the work set forth in the contract under the terms of the criteria listed in the Los Angeles "Contractor Responsibility Ordinance" (Article 14, Chapter 1, Section 10 of the Los Angeles Administrative Code). Respondents are required to complete all sections of the "Responsibility Questionnaire" and submit the Questionnaire with the SOQ. Failure to return the completed document may result in the respondent being deemed non-responsive. When the contract is awarded, the consultant and its subconsultants will be required to sign a "Pledge of Compliance with the Contractor Responsibility Ordinance". Submitting firms with questions on the Contractor Responsibility Ordinance should contact the Bureau of Contract Administration, Special Research & Investigation Section at (213) 847-2406. **(Attachment A-01)**

- **Business Tax Registration Certificate (BTRC)**

The City of Los Angeles requires that all firms doing business within the City of Los Angeles pay City business taxes. Each firm or individual paying the business tax receives a BTRC number.

The respondents must represent that they have, or will obtain upon award, a Business Tax Registration Certificate (BTRC) required per the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The consultant shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such certificate to be revoked or suspended. To find out more about the BTRC, please refer to **Attachment A-02**, or contact the Office of Finance, Tax and Permit Division, Main Office, (844) 663-4411.

- **Non-Discrimination, Equal Employment, Affirmative Action**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable federal Affirmative Action/Equal Employment Opportunity provisions.

All respondents shall complete and submit with their SOQ the Equal Employment Opportunity Officer designation form.

Respondents seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Program may contact the Bureau of Contract Administration at [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org). (**Attachment A-03**)

- **Insurance Requirements**

The selected consultants will be required to obtain insurance coverage in the following types and amounts as specified by the City Administrative Officer's Risk Manager and the Board of Public Works prior to award of a task order under this contract:

- General Liability \$ 1 Million per occurrence
- Professional Liability \$ 1 Million per occurrence
- Workers' Compensation  
Employer's Liability insurance \$ 1 Million per occurrence
- Automobile Liability Insurance \$ 1 Million per occurrence

Insurance requirements, including actual levels of insurance coverage for each required type of insurance may be adjusted for each project task order. Additional coverage may be required on specific project task orders. At the time a task order is issued and prior to the commencement of work, proof of insurance must be submitted to the Board of Public Works for approval by the City Administrative Officer's Risk Manager.

Documents in **Attachment A-04** are included for the potential respondent's information. No insurance documents need to be submitted with the SOQ.

- **Equal Benefits Ordinance (EBO)/First Source Hiring Ordinance (FSHO)**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org). Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

**Equal Benefits Ordinance (EBO):**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

### **First Source Hiring Ordinance (FSHO):**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Bidders/Proposers shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

- **Child Support Obligations Ordinance**

On February 13, 1991, the Child Support Obligations Ordinance became effective. The ordinance requires all current and future consultants and subconsultants performing work for the City to comply with all state and federal reporting requirements relative to legally mandated child support obligations. All future contracts will contain language obligating the consultant and their subconsultants to fulfill those requirements. In addition, the consultant must complete the Certification of Compliance with Child Support Obligations form (**Attachment A-06**) and submit it with the SOQ.

- **Access and Accommodations**

Consultants performing work for the City are required to be in compliance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), and must submit a Certification Regarding Compliance with the Americans with Disabilities Act with their SOQ. (**Attachment A-07**)

- **Disadvantaged Business Enterprise (DBE) Program Requirements**

It is the Respondent's responsibility to be fully informed regarding the requirements of U.S. Department of Transportation's (DOT) 49 CFR, Part 26, and the DBE Program developed pursuant to the regulations. Respondents should ensure that DBE certified firms and other small businesses have the opportunity to participate in the performance of the contract that is the subject of this RFQ and should take all necessary and reasonable steps for this assurance. The Respondent shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. DBE

firms as Prime Consultants or subconsultants must be certified through the California Unified Certification Program (CUCP) on the date and time of Proposal submittal in order to receive credit towards meeting the DBE goal specified below. Access to the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site is available at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm). Refer to **Attachment A-08** Exhibit 10-I “Notice to Proposers DBE Information” for more information regarding the Program.

For the purpose of this RFQ, the City has set a DBE goal of **20** percent. Respondents must complete the Exhibit 10-O1 “Consultant Proposal DBE Commitment” form in **Attachment A-08** and include the form with their SOQ package. The form must include the contact information of all DBE firms that may participate on the contract with a complete description of the work or supplies to be provided by each. This form will be used to establish the initial list of subconsultants that may be used for future Task orders. Respondents who are unable to meet the specified DBE goal must complete and submit with their SOQ package the Exhibit 15-H “DBE Information-Good Faith Effort” form in **Attachment A-08** and include the supporting documentation necessary to verify their good faith efforts to meet the DBE goal. Failure to meet the DBE goal or perform an adequate good faith effort as outlined in **Attachment A-08** will result in the rejection of the SOQ as non-responsive.

After the contract is awarded, Consultants responding to a Task Order Solicitation must complete and submit Exhibit 10-O2, “Consultant Contract DBE Commitment” form in order to document compliance with the DBE program. The form must include the contact information of all DBE firms that will participate on the Task Order with a complete description of the work or supplies to be provided by each and the dollar value of each DBE transaction as applicable. It may be necessary to modify the DBE goal per Task Order depending on the scope of work and DBEs available for the Task Order.

Submitting firms with questions on, or requiring assistance with, the DBE Program requirements should contact the City’s Bureau of Contract Administration, Office of Contract Compliance by email at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

- **Worker Retention Ordinance (WRO) & Living Wage Ordinance (LWO)**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501©(3) Non-profit Exemption Application (Form OCC/LW-

28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

- **Contractor Evaluation Ordinance**

At the end of the contract, the City will conduct an evaluation of the Consultant's performance. The City may also conduct evaluations of the Consultant's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Consultant assigns to the contract. A Consultant who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Consultant, to evaluate Proposals and to conduct reference checks when awarding other personal services contracts.

- **Discount Terms**

Throughout the term of this Contract, Consultant, shall offer CITY the best terms, prices, and discounts that are offered to any of Consultant's customers for similar goods and services provided under this Contract.

- **Disclosure Ordinances Affidavit**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. Bidders/Proposers are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org).

Bidders/Proposers are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link. The affidavit should be completed and submitted by the time of RFP submission.

The affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>. **(Attachment A-11)**

- **Los Angeles Residence Information**

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All potential respondents are required to complete the Los Angeles Residence Information form and submit the form with their SOQ. (**Attachment A-12**)

- **Non-Collusion**

After the List of Pre-Qualified On-Call Consultants is established, Task Order Solicitations will be issued. Consultants will be asked to submit a proposal on the project. Respondents will be required to complete and return the Non-Collusion Affidavit with their proposal. **Attachment A-13** is the Non-Collusion Affidavit and is only required to be submitted when responding to a Task Order Solicitation.

- **Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all bidders entering into contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more will be required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit." See **Attachment A-14** for reference.

- **Bidder Ethics and Prohibition of Expending Local Agency State or Federal Funds for Lobbying**

Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form proscribed by the City Ethics Commission (CEC Form 50), that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City. (**Attachment A-15**)

Persons who submit a response to this solicitation are subject to Charter Section 470(c)(12) and related ordinances. As a result, bidders 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 bidders, 12 months after the contract is signed. The bidder's principals and subconsultants performing \$100,000 or more in work on the contract, as well as the principals of those subconsultants, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in **Attachment A-15**) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subconsultants performing \$100,000 or more in work on the contract, and the principals of those subconsultants. Bidders must also notify their principals and subconsultants in writing of the restrictions and include the notice in contracts with subconsultants. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders 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](http://ethics.lacity.org).

In compliance with federal lobbying requirements, all bidders certify by signing and submitting a Proposal to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Exhibit 10-Q, "Disclosure of Lobbying Activities," (**Attachment A-15**) in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her Proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- **Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance**

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section

10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

- **Executive Directive 35 Reporting Requirements**

Respondents are advised, pursuant to Executive Directive 35, if a consultant is selected and awarded a contract, and if the consultant is a for-profit company or corporation, the consultant 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 City via RAMP or via another method specified by City: consultant's and any subconsultant's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

- **Caltrans Pre-award Audit Documentation**

Consultant proposals and supporting documents for this contract are subject to audit and review by Caltrans or FHWA, as stated in Section 10.1.3 of Caltrans' Local Assistance Procedures Manual (LAPM) – "A&E Consultant Audit and Review Process" (**Attachment A-16**). An independent Certified Public Accountant (CPA) audit that conforms to guidelines established in the CPA Workpaper Review Program published in the AASHTO Uniform Audit & Accounting Guide, Appendix A, (**Attachment A-16**) should be commissioned by selected firms. The CPA audit will take the place of the Caltrans pre-award audit, although all documents are subject to review by Caltrans. This is required only of firms that have successfully completed negotiations and are selected for contract award.

### 13. RFQ SCHEDULE

This schedule indicates estimated dates for the RFQ process. The City reserves the right to adjust this schedule when appropriate.

<b>DATE</b>	<b>EVENT</b>
<i>Date the BPW adopts Board Report</i>	Release RFQ to potential respondents
<i>2 weeks after RFQ is released</i>	Pre-submittal meeting
<i>1 week after pre-submittal meeting</i>	Issue addendum in response to pre-submittal meeting, if applicable
<i>10 weeks after RFQ is released</i>	<b>Statements of Qualifications due by 12:00 p.m.</b>
	Begin SOQ evaluations
<i>2-3 weeks after SOQ submission</i>	Conduct interviews/oral presentations
<i>Approximately 4-6 months</i>	Caltrans review of SOQ's
<i>Approximately 1 month</i>	Board of Public Works approval of contracts

### 14. WHERE TO SUBMIT RESPONSES

To respond to this RFQ, one (1) original and one (1) PDF copy on a flash drive, of the Cover Letter and SOQ, plus an original and one (1) copy of the other related materials, separately bound and clearly labeled, as specified on the Checklist in Section 8, must be received by **12:00 p.m. on February 23, 2024**. Respondents shall send or deliver their submittals to:

**Mr. Scott Gibson, P.E., Division Manager**  
**Bureau of Engineering**  
**Bridge Improvement Division**  
**1149 S. Broadway, Suite 750**  
**Los Angeles, CA 90015**

### 15. PROPOSAL PROTEST PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of personal service contracts by and through the City's Board of Public Works. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting consultant prior to pursuing any legal remedy that may be available. For this reason, no consultant shall have any right to due process, should the City fail to follow these procedures, for any reason within its discretion. However, failure by a consultant to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Public Works to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- a. A protest relative to a particular Request for Proposal/Request for Qualifications (RFP/RFQ) must be submitted in detail and in writing and be postmarked within 14 calendar days after the receipt of a rejection letter from the City. The day of the rejection letter receipt shall be considered as day one.
- b. All protests must be addressed to: **Dr. Fernando Campos**, Executive Officer, Board of Public Works, 200 N. Spring St., Room 355, Los Angeles, CA 90012.
- c. Advance copies of protests will be accepted if sent via fax within the protest period to the Executive Officer, Board of Public Works at (213) 978-0278 and provided approval is received prior to sending the fax, by calling the Executive Officer at (213) 978-0250.
- d. Prime consultants are requested to advise their potential subconsultants of this protest period policy. Furthermore, protests against a prime consultant by a subconsultant with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the Board of Public Works beyond the protest period.
- e. The Board of Public Works will only consider protests against any consultant who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.
- f. The Board of Public Works may consider protests from consultants concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the consultant submits the protest in a timely period and such protest affects a consultant who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.
- g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board of Public Works. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board of Public Works. Protesting parties will be given the opportunity to present their arguments at the public session.

## **16. LIST OF ATTACHMENTS**

- Attachment A-01: Contractor Responsibility Ordinance Package
- Attachment A-02: BTRC Notice and Application Form
- Attachment A-03: Non-Discrimination, Equal Employment, Affirmative Action Package
- Attachment A-04: Insurance Requirements Package
- Attachment A-05: Equal Benefits Ordinance/First Source Hiring Ordinance Package
- Attachment A-06: Child Support Information and Certificate of Compliance
- Attachment A-07: Certification of Compliance with the Americans with Disabilities Act
- Attachment A-08: DBE Program Requirements
- Attachment A-09: List of Potential Subconsulting Opportunities
- Attachment A-10: Sample City of Los Angeles Personal Services Contract
- Attachment A-11: Disclosure Ordinances Package
- Attachment A-12: Los Angeles Residence Information
- Attachment A-13: Non-Collusion Affidavit
- Attachment A-14: Iran Contracting Act
- Attachment A-15: Bidder Ethics Package
- Attachment A-16: Caltrans Pre-Award Audit Documentation

The potential respondent should contact the following people for questions regarding this RFQ, required submittals, or the various City Policies and Procedures that are referenced in the RFQ and its Attachments.

**RFQ in General and Technical Questions**

Jose Beristain, Bridge Improvement Division  
via e-mail ..... [Jose.Beristain@lacity.org](mailto:Jose.Beristain@lacity.org)

**Policies and Procedures**

Contractor Responsibility Ordinance  
Bureau of Contract Administration  
Special Research & Investigation Section ..... (213) 847-2406

Business Tax  
Office of Finance, Tax and Permit Division .....(844) 663-4411

Child Support Obligations  
Commission for Community and Family Services.....(213) 808-8458

DBE Program  
Office of Contract Compliance .....[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)

Equal Benefits Ordinance  
First Source Hiring Ordinance  
Non-Discrimination, Equal Employment and Affirmative Action Statements  
Service Contractor Worker Retention Ordinance and Living Wage Ordinance  
Slavery Disclosure Ordinance  
Bureau of Contract Administration  
Equal Employment Opportunities Enforcement Section .....[bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

Bidder Ethics  
City Ethics Commission .....(213) 978-1960

**RESPONDENT SHALL COMPLETE, SIGN, AND RETURN THIS CHECKLIST WITH THE STATEMENT OF QUALIFICATIONS AND COVER LETTER**

	<b>CITY OF LOS ANGELES POLICY COMPLIANCE CERTIFICATION</b>	<b>Submit with SOQ</b>	<b>Upload to RAMP</b>
	<b>Attachment A-01:</b> Responsibility Questionnaire		
	<b>Attachment A-03:</b> Non Discrimination / Equal Employment Practices Provisions / Affirmative Action Plan		
	<b>Attachment A-05:</b> Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit		
	<b>Attachment A-06:</b> Certificate of Compliance to Child Support Obligations		
	<b>Attachment A-07:</b> Certificate of Compliance with Americans with Disabilities Act		
	<b>Attachment A-08:</b> Exhibits 10-O1 and 15-H (if necessary). (Exhibit 10-O2 is included for reference only.)		
	<b>Attachment A-11:</b> Disclosure Ordinances		
	<b>Attachment A-12:</b> Los Angeles Residence Information		
	<b>Attachment A-14:</b> Iran Contracting Act		
	<b>Attachment A-15:</b> Bidder Certification CEC Form 50, Bidder Contributions CEC Form 55, and Exhibit 10-Q from Consultant and potential subconsultants, if applicable		

\_\_\_\_\_ Consultant Firm Name

\_\_\_\_\_ Date

\_\_\_\_\_ Signed

\_\_\_\_\_ Title

\_\_\_\_\_ Typed Name

\_\_\_\_\_ Telephone Number

**NOTE:** Failure to submit all the information requested may render your submittal non-responsive.

	Company	Contact Name	Contact Email	Contact Address
1	AECOM	Greg Hefter	greg.hefter@aecom.com	300 S. Grand Avenue, Suite 900, Los Angeles, CA 90071
2	Alta	Vincent Hellens, Jr.	vincenthellens@altago.com	617 W 7th Street, Suite 1103, Los Angeles, CA 90017
3	Ardurra	Anissa Voyiatzes	avoyiatzes@ardurra.com	1960 E. Grand Ave., Ste. 300 El Segundo, CA 90245
4	Atkins	Kenneth P. Hawkins	ken.hawkins@AtkinsRealis.com	801 S. Grand Avenue, Suite 275 Los Angeles, CA 90017
5	AYCE	David Y. Woo	woo@ayceinc.com	930 E Santa Ana Blvd. Santa Ana, CA 92701
6	Aztec	Michael Bruz	mbruz@aztec.us	30 Executive Park, Suite 120 Irvine, California 92614
7	C2PM	Rowena Altaha	rowena@c2pm.com	3152 W. Century Boulevard Los Angeles, CA 90005
8	CNS Engineers	Quyét Nguyen	quyet.nguyen@cnsenginc.com	11870 Pierce Street, Suite 265 Riverside, CA 92505
9	Cordoba	Randall D. Martinez	RMartinez@cordobacorp.com	1401 North Broadway Los Angeles, CA 90012
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11	CRA	Adam Chase	achase@cramobility.com	714 W Olympic Boulevard, Suite 609 Los Angeles, CA 90015
12	CSG	Peykan Abbassi	peykana@csgengr.com	3707 W. Garden Grove Blvd. # 100 Orange, CA 92868
13	D'Leon	Borja Leon	borja.leon@dleonengineers.com	3605 Long Beach Blvd #235, Long Beach, CA 90807
14	DEA	Sean Haeri	sean.haeri@deainc.com.	201 S. Figueroa Street, Suite 240 Los Angeles, CA 90012
15	Dewberry	Michael J. Conaboy	mconaboy@dewberry.com	100 Oceangate, Suite 400 Long Beach, CA 90802
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17	EXP	Abdollah Ansari	abdollah.ansari@exp.com	330 N. Brand Blvd., Suite 950 Glendale, CA 91203
18	GHD	Chris Bretall	chris.bretall@ghd.com	601 South Figueroa, Suite 3575 Los Angeles, CA 90017
19	Harris & Associates	Marie Santos	marie.santos@weareharris.com	300 S Grand Avenue, Suite 3830 Los Angeles, CA 90071
20	HNTB	Y. Nien Wang	ywang@hntb.com	777 S. Figueroa Street, Suite 2300 Los Angeles, CA 90017
21	IDC	Wendy Li	wli@idcengineers.com	300 S. Harbor Blvd., Suite 710 Anaheim, CA 92805
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23	JMD	Juan M. Diaz	jmdiaz@jmdiaz.com	18645 East Gale Avenue, Suite 212 City of Industry, CA 91748-1363
24	Kimley Horn	Nicole Dias	nicole.dias@kimley-horn.com	660 South Figueroa Street Suite 2050 Los Angeles, CA 90017

25	Kleinfelder	Jim Frost	JFrost@Kleinfelder.com	660 South Figueroa St, Suite 1900, Los Angeles, CA 90017
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27	MAARS	Riaz Chaudhary	Riaz@marrscorp.com	328 East Commonwealth Avenue Fullerton, CA 92832
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30	Michael Baker	Eric Spangler	Eric.Spangler@mbakerintl.com	801 S. Grand Avenue, Suite 250 Los Angeles, CA 90017
31	Moffat and Nichol	Omar Jaradat	ojaradat@moffatnichol.com	1111 S Grand Avenue, Suite 103 Los Angeles, CA 90015
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37	PMCS	Walid Azar	wazar@pmcsgroup.net	2600 E. Pacific Coast Hwy, Suite 160 Long Beach, CA 90804
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40	RSE	Indrawati Jones	ljones@rsecorp.com	250 West First Street, Suite 226 Claremont, CA 91711
41	SBP	Stephan Hollinger	s.hollinger@sbp.de	1325 Palmetto Street #227 Los Angeles, CA 90013
42	Tetra Tech*	Jason Fussel	jason.fussel@tetrattech.com	707 Wilshire Boulevard, 23rd Floor, Los Angeles, CA 90017
43	Toole	Roger Pelayo	rpelayo@tooledesign.com	527 W 7th Street, Suite 701, Los Angeles, CA 90014
44	TRC	Samad Hamoud	SHamoud@trccompanies.com	707 Wilshire Blvd., Suite 3250 Los Angeles, CA 90017
45	TYLin	Joseph Smith	joseph.smith@tylin.com	707 Wilshire Boulevard, Suite 4900 Los Angeles, CA 90017
46	V&A	Andres Roldan	Andres.Roldan@va-incorp.com	1111 S. Grand Avenue, #103, Los Angeles, CA 90015
47	VCA	Virgil Aoanan	virgil.aoanan@vcaeng.com	1041 S. Garfield Avenue, Suite 210 Alhambra, CA 91801
48	WSP	Cecily Way	Cecily.Way@wsp.com	515 S. Figueroa Street, Suite 1400, Los Angeles, CA 90071

Transmittal No. 4

Consultant SOQ's are located in the project files and are available upon request.

Please contact Jose Beristain at [Jose.beristain@lacity.org](mailto:Jose.beristain@lacity.org) for any SOQ requests.

CONTRACT NO. C- \_\_\_\_\_

**PRE-QUALIFIED ON-CALL BRIDGE/CIVIL ENGINEERING AND OTHER DESIGN  
AND SUPPORT SERVICES CONTRACT**

BETWEEN THE

**CITY OF LOS ANGELES**

AND

**XXXXXXXXXXXXXXXXXXXX**

FOR

**VARIOUS PUBLIC WORKS PROJECTS**

Transmittal No. 6

**TABLE OF CONTENTS**

<b><u>RECITALS</u></b>	<b><u>PAGE NO.</u></b>
<b><u>ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u></b> .....	<b><u>6</u></b>
<b><u>ARTICLE 2 - DEFINITIONS</u></b> .....	<b><u>7</u></b>
<b><u>ARTICLE 3 - PROJECT DESCRIPTION</u></b> .....	<b><u>7</u></b>
<b><u>ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT</u></b> .....	<b><u>9</u></b>
<b><u>ARTICLE 5 - KEY CONSULTANT PERSONNEL</u></b> .....	<b><u>16</u></b>
<b><u>ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY</u></b> .....	<b><u>16</u></b>
<b><u>ARTICLE 7 - TERM OF CONTRACT AND PERFORMANCE PERIOD</u></b> .....	<b><u>17</u></b>
<b><u>ARTICLE 8 - TERMINATION</u></b> .....	<b><u>18</u></b>
<b><u>ARTICLE 9 - SUBCONSULTANT APPROVAL</u></b> .....	<b><u>20</u></b>
<b><u>ARTICLE 10 - COMPENSATION, ALLOWABLE COSTS AND PAYMENT</u></b> .....	<b><u>20</u></b>
<b><u>ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS</u></b> .....	<b><u>27</u></b>
<b><u>ARTICLE 12 - INDEMNIFICATION AND INSURANCE</u></b> .....	<b><u>27</u></b>
<b><u>ARTICLE 13 - INDEPENDENT CONTRACTORS</u></b> .....	<b><u>28</u></b>
<b><u>ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT</u></b> .....	<b><u>28</u></b>
<b><u>ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY</u></b> .....	<b><u>29</u></b>
<b><u>ARTICLE 16 - MANDATORY PROVISIONS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT</u></b> .....	<b><u>31</u></b>
<b><u>ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM</u></b> .....	<b><u>33</u></b>
<b><u>ARTICLE 18 - SUCCESSORS AND ASSIGNS</u></b> .....	<b><u>35</u></b>
<b><u>ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES -</u></b>	

<u>NOTIFICATION</u> .....	<u>36</u>
<u>ARTICLE 20 - EXCUSABLE DELAYS</u> .....	<u>36</u>
<u>ARTICLE 21 - SEVERABILITY</u> .....	<u>36</u>
<u>ARTICLE 22 - DISPUTES</u> .....	<u>36</u>
<u>ARTICLE 23 - ENTIRE CONTRACT</u> .....	<u>37</u>
<u>ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u> .....	<u>37</u>
<u>ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u> .....	<u>37</u>
<u>ARTICLE 26 - BONDS</u> .....	<u>37</u>
<u>ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS</u> .....	<u>38</u>
<u>ARTICLE 28 - LIVING WAGE ORDINANCE</u> .....	<u>38</u>
<u>ARTICLE 29 - WORKER RETENTION ORDINANCE</u> .....	<u>39</u>
<u>ARTICLE 30 - ACCESS AND ACCOMMODATIONS</u> .....	<u>39</u>
<u>ARTICLE 31 - WAIVER</u> .....	<u>39</u>
<u>ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u> .....	<u>39</u>
<u>ARTICLE 33 - PERMITS</u> .....	<u>40</u>
<u>ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS</u> .....	<u>40</u>
<u>ARTICLE 35 - BEST TERMS</u> .....	<u>40</u>
<u>ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE</u> .....	<u>40</u>
<u>ARTICLE 37 - BREACH</u> .....	<u>40</u>
<u>ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE</u> .....	<u>40</u>
<u>ARTICLE 39 - BIDDER ETHICS AND PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING</u> .....	<u>41</u>
<u>ARTICLE 40 - FIRST SOURCE HIRING ORDINANCE</u> .....	<u>42</u>

<b><u>ARTICLE 41 - IRAN CONTRACTING ACT</u></b> .....	<b>42</b>
<b><u>ARTICLE 42 - SUSPENSION</u></b> .....	<b>42</b>
<b><u>ARTICLE 43 – DATA PROTECTION</u></b> .....	<b>42</b>
<b><u>ARTICLE 44 – CONSULTANTS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE</u></b> .....	<b>43</b>
<b><u>ARTICLE 45 – LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONSULTANT</u></b> .....	<b>43</b>
<b><u>ARTICLE 46 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS</u></b> .....	<b>43</b>
<b><u>ARTICLE 47 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164</u></b> .....	<b>43</b>
<b><u>ARTICLE 48 – POSSESSORY INTERESTS TAX</u></b> .....	<b>44</b>
<b><u>ARTICLE 49 – CONFIDENTIALITY</u></b> .....	<b>44</b>
<b><u>ARTICLE 50 – CONFLICT OF INTEREST</u></b> .....	<b>44</b>
<b><u>ARTICLE 51 – REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION</u></b> .....	<b>45</b>
<b><u>ARTICLE 52 – DEBARMENT AND SUSPENSION CERTIFICATION</u></b> .....	<b>45</b>
<b><u>ARTICLE 53 – INSPECTION OF WORK</u></b> .....	<b>45</b>
<b><u>ARTICLE 54 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE</u></b> .....	<b>46</b>
<b><u>ARTICLE 55 – AUDIT REVIEW PROCEDURES</u></b> .....	<b>46</b>
<b><u>ARTICLE 56 – SAFETY</u></b> .....	<b>47</b>
<b><u>ARTICLE 57 – NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u></b> .....	<b>48</b>
<b><u>ARTICLE 58 – CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR</u></b> .....	<b>48</b>
<b><u>ARTICLE 59 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE</u></b> ...	<b>48</b>
<b><u>ARTICLE 60 - CONTINGENT FEE</u></b> .....	<b>49</b>

**EXHIBITS**

- EXHIBIT A - SAMPLE PROJECT SCHEDULE (BAR CHART)**
- EXHIBIT B - PROPOSED PROJECT COST BREAKDOWN - SAMPLE**
- EXHIBIT C-1 CONSULTANT PROPOSAL DBE COMMITMENT**
- EXHIBIT C-2 CONSULTANT CONTRACT DBE COMMITMENT**
- EXHIBIT C-3 FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND FIRST-TIER SUBCONTRACTORS**
- EXHIBIT D - INSURANCE REQUIREMENTS AND COVERAGE**
- EXHIBIT E - CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**
- EXHIBIT F - CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**
- EXHIBIT G - CONFORMANCE REVIEW WAIVER**
- EXHIBIT H - HOURLY RATES**
- EXHIBIT I - TRAVEL AUTHORIZATION**
- EXHIBIT J - BIDDER ETHICS FORMS**
- EXHIBIT K - PRIME AND SUBCONSULTANT INFORMATION FORM**
- EXHIBIT L - IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES**

This Contract is made and entered into by and between the CITY OF LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and **XXXXXXXXXXXXXXXXXXXX**, hereinafter referred to as the "CONSULTANT", and is set forth as follows:

**WITNESSETH**

WHEREAS, CITY has a need for consulting engineering services for bridge/civil engineering and other design and support services for bridge and street related projects funded by federal, state and local transportation programs; and

WHEREAS, **48** firms responded to the Request for Qualifications (RFQ) dated December 15, 2023; and

WHEREAS, CONSULTANT is selected to be one of **45** consultants placed on a list as the most qualified by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, CONSULTANT has demonstrated qualifications to perform said services; and

WHEREAS, CONSULTANT meets the State requirements to perform professional engineering work as required in the Professional Engineers Act; and

WHEREAS, services to be provided by CONSULTANT are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, CITY desires to retain CONSULTANT to provide the required engineering and technical services as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

**ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONSULTANT. The word "CONSULTANT" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the CITY.

## **ARTICLE 2 - DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

<b>DBE</b>	Disadvantaged Business Enterprise
<b>BOARD</b>	Board of Public Works of the City of Los Angeles
<b>BOE</b>	Bureau of Engineering
<b>CITY</b>	City of Los Angeles
<b>CONSULTANT</b>	<b>CONSULTANT</b>
<b>DAY</b>	Calendar day, unless otherwise specified
<b>ENGINEER</b>	The City Engineer or his designated representative
<b>OBE</b>	Other Business Enterprise
<b>QA / QC</b>	Quality Assurance / Quality Control (Program)
<b>CFR</b>	Code of Federal Regulations
<b>FHWA</b>	Federal Highway Administration
<b>Caltrans</b>	California Department of Transportation

## **ARTICLE 3 - PROJECT DESCRIPTION**

CONSULTANT will provide pre-design, design, construction engineering, project management, and other professional support services on bridge and street projects as requested by the ENGINEER. Work shall be performed in the City of Los Angeles, at client's office or at other locations as necessary to accomplish the assigned tasks.

The work to be assigned may vary from a single project to multiple projects, or portion(s) thereof located in Los Angeles. The specific project description, project location and scope of work will be specified during the Task Order Solicitation process as defined in Section 4.5.1 "Task Order Solicitation".

### 3.1 Description of Required Services

CONSULTANT shall perform pre-design, design, construction engineering, project management, and other professional support services on a Task Order basis to support the development of proposed CITY bridge and street projects. The ENGINEER will assign specific work to the CONSULTANT through the issuance of Task Orders.

Task Orders may include, but are not limited to the elements defined in Section 4.5.3 "Scope of Services".

CONSULTANT shall work closely with the ENGINEER on issues particularly related to oversight comments.

CONSULTANT shall be responsible for drafting the minutes of meetings and submitting them to the ENGINEER within one week of the meeting.

CONSULTANT has total responsibility for the accuracy and completeness of the deliverables prepared by the CONSULTANT or their subconsultants for projects and shall check all such materials accordingly. The deliverables will be reviewed by the CITY for conformity with the requirements in the Task Order. Reviews by the CITY do not include reviewing or checking of quantitative calculations or the accuracy with which such impacts or results are concluded in the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the CONSULTANT. CONSULTANT or its subconsultants shall not incorporate, in deliverables, any materials or equipment of single or sole-source origin without written approval by the CITY. In those instances where the CONSULTANT believes a better option is available to perform the task, the CONSULTANT shall promptly notify the ENGINEER of these concerns, together with reasons therefore.

CONSULTANT shall have a QA/QC plan in effect during the entire time work is being performed under the contract. The plan shall establish a process whereby all of the submittals are independently reviewed and all job-related correspondence and memoranda routed and received by affected persons are bound in appropriate job files.

The ENGINEER will periodically request evidence that the QA/QC plan is functioning. All items submitted to the ENGINEER for review shall be marked clearly as being fully checked or unchecked and that the preparation of the material followed the QA/QC plan established for the work. The QA/QC plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the ENGINEER with the QA/QC plan and updated as required. Within 30 days of the Notice to Proceed (NTP) the CONSULTANT shall submit to the ENGINEER a task specific QA/QC plan. The CITY reserves the right to independently verify all models, analyses, calculations, documents and other items and periodically observe the implementation of technical and all analyses on CITY premises using CITY equipment as directed by the ENGINEER.

The CONSULTANT's key personnel's performance shall be evaluated annually by the CITY and at the end of the Contract.

Evaluation shall be based on the following:

- a. Job performance
- b. Quality of work
- c. Timely submittal of reports, invoices and diaries, etc.

- d. Early detection of problems and timely resolutions
- e. Requesting timely approval for personnel changes and travel expenditures
- f. Ability to control costs.

Poor performance and a negative evaluation will result in replacement of the key personnel or may adversely reflect on the CONSULTANT's performance evaluation.

**ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT**

4.1 CONSULTANT shall perform the services described in Article 4.5.3. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

4.2 CONSULTANT shall provide corrective services without charge to the CITY for services which fail to meet the above standards and are reported to CONSULTANT in writing within sixty (60) days of discovery. Should the CONSULTANT fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONSULTANT shall be liable for any expenses thereby incurred.

4.3 Retention of Records, Audit and Reports

CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives, State representatives/auditors, Caltrans, or FHWA, at any time. CONSULTANT shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONSULTANT may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

4.4 Master Specifications

Not Used.

4.5 Task Assignment

#### 4.5.1 Task Order Solicitation

Specific projects will be assigned to the CONSULTANT through the issuance of Task Orders. After a project to be performed under this Contract is identified by the CITY, the CITY will prepare a Task Order Solicitation. The Task Order Solicitation will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Manager. The Task Order Solicitation will be issued to the CONSULTANT by one of the methods described in 4.5.2 “Assignment of Work”.

The CONSULTANT shall submit a Task Order Proposal including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount within the time specified in the Task Order Solicitation. If CONSULTANT’s proposal is selected and an agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both the CITY and the CONSULTANT. A Task Order is of no force or effect until signed by both parties and returned to CITY. If the CITY and CONSULTANT are unable to reach an agreement, the CITY reserves the right to negotiate with the next firm on the list and so on until an agreement is reached.

#### 4.5.2 Assignment of Work

In the event of a need for services, a Task Order Solicitation will be prepared and issued by the CITY to all CONSULTANTS. Responses will be reviewed and rated in accordance with the criteria issued in the Task Order Solicitation. The CITY may exercise its option to shortlist or interview firms that respond to the Task Order Solicitation. Negotiations will follow on the terms for the project regarding the scope of work, deliverables, schedule and costs. If an agreement cannot be reached with the highest-ranking firm, the CITY reserves the right to negotiate with the second highest ranking firm and so on until an agreement is reached.

In certain circumstances, it may be necessary to assign a sole source task order to a CONSULTANT on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call CONSULTANT only after requesting approval by the City Engineer and the Board of Public Works.

Once an agreement is reached, the CITY will issue a Notice to Proceed. No work is authorized until the CITY issues the Notice to Proceed to the selected CONSULTANT. No guarantee of work is given or implied to any of the CONSULTANTS on the list.

In the case of a declared emergency, the City reserves the right to issue a Task Order to the top firm regardless of cost.

#### 4.5.3 Scope of Services

All work shall be conducted under the direction of professional CONSULTANT

staff that is educated, experienced, and appropriately and currently licensed, if required, by the laws of the State of California in the disciplines for which they are directing the work. The primary responsibility of the CONSULTANT shall be to provide high quality bridge/street designs and complete PS&E packages as well as construction management expertise for assigned projects in accordance with the latest Caltrans, FHWA and CITY adopted policies and procedures.

CONSULTANT shall provide all project engineering and construction management-related services necessary in accordance with project task orders issued by the Bridge Improvement Division, the Street Improvement Division and other divisions of the BOE as needed. The scope of services the CONSULTANT will be required to provide shall include, without limitation, the services set forth in this section and are further described in the BOE's Project Delivery Manual (PDM) which is available online at <http://boe.lacity.org/pdm/>. The CONSULTANT shall provide these services through its own employees and/or through its subconsultants.

(a) Pre-Design Services

The CONSULTANT shall provide pre-design services or prepare pre-design reports as set forth in each project task order and shall have a thorough understanding of Caltrans requirements as well as Chapter 7 of the BOE's PDM. The CONSULTANT may also provide surveying services.

(b) Bridge Design Services

The CONSULTANT shall provide bridge design services as set forth in each project task order. Design services shall include all necessary and usual components and/or services in connection with the design. The CONSULTANT shall also have a thorough understanding of such references as: National Bridge Inspection Standards (NBIS) Recording and Coding Guide, Caltrans Highway Design Manual, Bridge Design Codes, American Association of State Highway and Transportation Officials (AASHTO) Design Specifications with Caltrans Amendments, Highway Bridge Program (HBP) - (formerly called Highway Bridge Replacement and Rehabilitation (HBRR) Program) guidelines, Uniform Act, Caltrans Local Assistance Program Guidelines (LAPG), Caltrans Local Assistance Procedures Manual (LAPM), BOE's PDM and Design Manuals including but not limited to Street Design and Structural Design, BOE Standard Plans, Standard Specifications for Public Works Construction, BOE "Brown Book", Green Street Elements, Bicycle Plan, and Los Angeles County Metropolitan Transportation Authority (Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include, without limitation, the following: drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSR/PRs; and preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: bridge dead load

and live load analysis, seismic hazard studies, dynamic analysis of structures, including pushover analysis, scour analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and Transportation Management Plans (TMPs). The TMPs should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans, and construction staging design services. For State-owned bridges, preparation of PSR/PRs, PA/EDs, and PS&Es per Caltrans standards and coordination with Caltrans Local Assistance and Project Management staff is required.

Other services that may be required of the CONSULTANT include: hydrology/hydraulic studies, storm drain design, geotechnical services, architectural design and development services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein, conforming drawings and specifications for construction, and value engineering.

(c) Civil Engineering/Street Design Services

The CONSULTANT shall provide civil engineering design services as set forth in the project task order. Design services shall include all necessary and usual components and/or services in connection with the design. The CONSULTANT should have a thorough understanding of such references as BOE's PDM, BOE Design Manuals including but not limited to: Street Design Manual and Structural Design Manual; BOE Standard Plans; Standard Specifications for Public Works Construction; BOE "Brown Book"; Green Street Elements; Bicycle Plan; and Los Angeles County Metropolitan Transportation Authority (Metro)/California Transportation Commission (CTC) funding requirements and processes.

The areas of design services that may be required for each project task order shall include without limitation, the following: Drafting services (AutoCAD, Civil 3D); project rendering and presentation services; project development and conceptual design services; preparation of PSRs/PRs; preparation of PA/ED and PS&E packages. PS&E packages shall include, but are not limited to: seismic hazard studies, dynamic analysis of structures including pushover analysis, non-linear analysis, civil design, traffic studies, traffic design, street lighting design, and TMPs. The TMP should include: traffic staging requirements, traffic and worksite control design services, striping, signal and light design, geometric studies and flat parking lot design, grading plans and construction staging design services.

Other services that may be required of the CONSULTANT include: evaluation of subcontracting potential, hydrology/hydraulic studies, storm drain design, geotechnical services, real estate services, environmental services, estimates, construction duration schedule, constructability review for the completeness of contract drawings and specifications and resolution of conflicts therein and value engineering if applicable.

(d) Coordination with Other Agencies during Design Phase

For project task orders, the CONSULTANT may be directed to coordinate with such agencies as: regional transportation planning agencies; local agencies for authorizations, permits, plan checks and approvals and other local sponsors; railroad companies; Public Utilities Commission (PUC), Los Angeles Department of Water & Power (LADWP) and other utilities including utility notices, coordination with utility companies on utility relocation designs and implementation; City of Los Angeles Department of Building and Safety; Metro; Los Angeles County; California Coastal Commission; the CITY's right-of-way agent for appraisals, title search, map preparation, legal descriptions, negotiations, relocation assistance; the CITY's environmental agent for environmental clearances including archeology, biology, noise, visual and related studies; and state and federal entities including Caltrans Local Assistance and project management staff, Southern California Association of Governments (SCAG), U.S. Army Corps of Engineers, California Department of Fish and Game, and the Los Angeles Regional Water Quality Control Board.

(e) Construction Engineering and Management Services

The CONSULTANT shall provide such construction related services as follows: scheduling; schedule analysis; estimating; document control; coordination with inspection, pre-construction meetings and weekly job site meetings; and maintenance of meeting minutes.

Other services include constructability review during the pre-bid stage; monitoring of construction costs and schedules (providing early indications of cost and schedule trends, identifying cost and schedule impact of changes to scope of work, and providing recommendations for corrective action); review of Critical Path Methods (CPMs), and contractor cost loading; communication and collaboration stakeholders, review and approval of shop drawings and submittals, and maintenance of shop drawing logs; prompt responses to Requests for Information (RFIs) and other communications with the contractor to minimize claims against the CITY, and maintenance and tracking of RFI logs; preparation and maintenance of change orders – change order management; and claims analysis, advisement, resolution, response preparation, and avoidance.

The CONSULTANT shall be able to prepare closeout documents in a timely manner. Closeout activities shall be coordinated with the Bureau of Contract Administration and include processing all outstanding change orders, claims and other issues to attain final acceptance by the BOARD; and coordination of guaranty and warranty items between the CITY and CONSULTANT, including as-builts (or as-built preparation), manuals, and Certificate of Occupancy for facilities from the Contractor.

The consulting firm responsible for the design of a particular project or bridge may not perform construction management for the same project or bridge.

(f) Additional Professional Services

The CONSULTANT may be directed to provide additional professional services for certain project task orders. The CONSULTANT shall provide such additional professional services through its own professional employees or through its subconsultants.

Additional professional services shall be those services which are considered necessary for the project task order and are in addition to or beyond the necessary and usual services in connection with pre-design or design services. Additional professional services shall include, without limitation, the following:

1) Landscape Design and Architecture

For project task orders, the CONSULTANT may be directed to coordinate with the Cultural Affairs Department. The Bridge Improvement Division requires consulting services in Bridge Art and Bridge Architecture. The Street Improvement Division requires consulting services in streetscape design.

2) Public Relations and Outreach

For project task orders, the CONSULTANT may be directed to coordinate with the Public Affairs Office (PAO) of the BOARD, or to provide public outreach services through a subconsultant. The PAO shall assist the project manager with supervising all public outreach aspects of the contract. It will be the responsibility of the CONSULTANT and any public outreach subconsultants to coordinate with the PAO on all public outreach activities, which are defined as any activities and/or communications involving contact with the public. These activities may include, but are not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, including the preparation and placement of paid announcements; and preparing printed literature for public dissemination.

3) Miscellaneous Design Services

Other federally funded services such as bikeways, parks, transit facilities, river projects, and more.

4) Grant Writing Services

The Consultant may be asked to assist in identifying and applying for grants at the federal, state, and local levels for the planning, design, and construction of various projects, including, but not limited to, bridges, grade separations, street improvements, bikeways, green space, transit facilities, and river projects.

5) Training

The CONSULTANT may be asked to schedule or provide training on specialized design, state-of-the-art processes or systems for CITY staff.

The selected CONSULTANT may be requested to provide additional professional services not specifically mentioned above at the discretion of the CITY and within the scope of the contract.

#### 4.6 Consultant Schedule of Services

- 4.6.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within fifteen (15) calendar days, after receiving the CITY'S notice to proceed. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in **Exhibit A**. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.
- 4.6.2 The CONSULTANT'S schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the ENGINEER'S review of each submittal unless a longer period of time is specified elsewhere in this Contract or the Task Order. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Contract and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT'S schedules and provide comments relative to overall compliance with requirements of the Contract documents.
- 4.6.3 An updated schedule of services shall be submitted to the ENGINEER as specified in the Task Order. The submittal of the updated CONSULTANT'S schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONSULTANT, or other update submittal approved by the ENGINEER. If specified in the Task Order, as a condition precedent to final payment, the CONSULTANT shall submit to the ENGINEER a final schedule of services that accurately reflects the manner in which the services were actually completed.
- 4.6.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an

understanding on required revisions. The CONSULTANT shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the ENGINEER.

- 4.6.5 The CONSULTANT shall submit progress reports as specified in the Task Order. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.
- 4.6.6 As directed in the Contract or the Task Order, the CONSULTANT shall participate in progress meetings with the ENGINEER. These meetings shall be held monthly at the discretion of the ENGINEER. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

#### **ARTICLE 5 - KEY CONSULTANT PERSONNEL**

- 5.1 Unless otherwise provided or approved by the CITY, CONSULTANT shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONSULTANT agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.
- 5.2 CONSULTANT will designate key consultant personnel to implement the work on a task by task basis. All technical specialists assigned to each task under this contract shall be subject to the ENGINEER'S approval.
- 5.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the CITY, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

#### **ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

CITY designates **Nadir Shah** as its ENGINEER, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.

The CITY shall furnish, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONSULTANT. The CITY shall also furnish the CONSULTANT with the following information to define the requirements of each task:

Concept Report  
BOE Standard Plans  
City of Los Angeles' Standard Form General Conditions/General Requirements  
City of Los Angeles' Master Technical Specification Index and Sections (Applicable Master Specifications Sections are to be requested by the CONSULTANT and modified to suit the project involved.)  
Procedural Memoranda  
Graphic Standards Manual

## **ARTICLE 7 - TERM OF CONTRACT AND PERFORMANCE PERIOD**

CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY. Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire in 60 months unless terminated as provided under Article 8 or extended by amendment to this Contract.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- (b) This Contract has been approved by the City Council and/or by the BOARD, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (d) This Contract has been signed on behalf of the CITY by the person designated by the City Council or by the BOARD, officer or employee authorized to enter into this Contract.

CONSULTANT shall not commence performance of work or services until this Contract has been executed and notification to proceed has been issued by the ENGINEER or their designated representative. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be executed which extends beyond the expiration date of this Contract. However, if work on a Task Order is in progress on the expiration date of this contract, the terms of the contract may be extended by contract amendment.

The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$15,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

## **ARTICLE 8 - TERMINATION**

### **A. Termination for Convenience**

CITY may terminate this Contract for CITY'S convenience at any time by providing CONSULTANT thirty days written notice. Upon receipt of the notice of termination, CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect the termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONSULTANT agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONSULTANT'S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT'S breach of this Contract.
2. If the default under this Contract is due to CONSULTANT'S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies

relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

- a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).
- b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
- c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **ARTICLE 9 - SUBCONSULTANT APPROVAL**

CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY, except that, which is expressly identified in the approved Cost Proposal. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. Refer to **Exhibit K** for CONSULTANT and subconsultant information. The CITY has the right to approve CONSULTANT'S subconsultants and the CITY reserves the right to request replacement of subconsultants. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.

All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

**Exhibit K** is not exclusive and upon written request by the CONSULTANT, additional subconsultants may be added with the approval of the ENGINEER. Substitution of any subconsultant requires approval from the BOARD.

#### **ARTICLE 10 - COMPENSATION, ALLOWABLE COSTS AND PAYMENT**

Compensation for Task Orders issued under this Contract shall be provided on a lump sum (firm fixed price) or specified rate of compensation basis, both of which must be based on the labor and other rates set forth in this Contract or any subsequent Task Order proposal. For the specified rate of compensation basis, compensation is defined as the sum of: (1) Hourly Salary Rates; (2) Indirect Cost Rate; (3) Other Direct Cost with no markup; (4) Subconsultant Expenses;

and (5) Profit as defined herein.

## 10.1 Definitions

- 10.1.1 "Hourly Salary Rates" shall be at the rates approved by the ENGINEER set forth in **Exhibit H**, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Any adjustments to the CONSULTANT's direct salary rate shall be in accordance with the established BOE policy, existing at the time the adjustment is approved. Hourly salary rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's contract execution, and are subject to the approval of the CITY. In no case shall the hourly salary rates exceed the actual salary rates paid to the employee.
- 10.1.2 "Subconsultant Hourly Salary Rates" shall be at the rates approved by the ENGINEER for each subconsultant as set forth in **Exhibit H**. Any adjustments to subconsultants' salary rates shall be reviewed and approved by the ENGINEER prior to invoicing. Any such increases shall be in accordance with established BOE policy existing at the time the adjustment is approved. Subconsultant hourly salary rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT'S Contract execution, and are subject to the approval of the ENGINEER. In no case shall the subconsultant hourly salary rates exceed the actual salary rates paid to the subconsultant.
- 10.1.3 "Lump Sum" or "firm fixed price" is a method of compensation whereby CONSULTANT is compensated for designated milestones. All of the CONSULTANT'S costs including salaries, overhead, other direct costs, subcontract expenses, and profit are included in the lump sum amount.
- 10.1.4 "Indirect Cost Rate" (including payroll burden, overhead, and general administrative expenses) shall be at a rate applied to Hourly Salary Rate. The Indirect Cost Rate for CONSULTANT services under this Contract is fixed for the duration of the Contract.
- 10.1.5 "Payroll burden" includes the cost of benefits for employees including, but not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement.
- 10.1.6 "Overhead" includes the general charges or office expenses that cannot be attributed to any particular part of the work or project such as rent, heating, lighting, and insurance. The overhead rate for CONSULTANT personnel located in the CONSULTANT'S Office is fixed at a rate of **133.02** percent and **106.96** percent for CONSULTANT personnel located in a CITY office. The CONSULTANT Office rate shall apply to CONSULTANT personnel on temporary assignment, not to exceed one month, at one of the CITY'S offices. The CITY Office rate shall apply when the CONSULTANT personnel are on assignment at one of the CITY'S offices

for a period exceeding one month.

The Overhead rates for CONSULTANT, for the duration of this Contract, shall be the actual audited rate of CONSULTANT in effect at the time the Contract is executed. At the ENGINEER'S discretion, the subconsultants' overhead rates are subject to review and approval by the ENGINEER and shall remain fixed for the duration of the Contract.

- 10.1.7 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental (as approved within the Consultant Travel Authorization form, **Exhibit I**), and mileage charges (based on IRS allowable amounts). Expenses related to CONSULTANT travel will be reimbursed based upon the CITY'S policies and procedures that are in place at the time when the CONSULTANT Contract is fully executed. CONSULTANT must obtain CITY approval prior to incurring any travel expenses. Travel-related questions can be referred to the Contact Person as listed in Article 19. Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY upon request. Any other items purchased for the task shall be the property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT'S location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.
- 10.1.8 "Subconsultant Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY. Administrative fees shall not be applied to Subconsultant Expenses.
- 10.1.9 "Profit" shall be ten (10) percent, as negotiated, and shall be applied to the summation of "Indirect Cost Rate" and "Hourly Salary Rates".

## 10.2 Allowable Costs

- 10.2.1 For specified rate of compensation Task Orders, CONSULTANT will be reimbursed for hours worked at the hourly rates specified in **Exhibit H**. The specified hourly rates shall include direct salary costs, payroll burden, overhead, and general administration fees. These rates are not adjustable for the performance period set forth in this Contract.
- 10.2.2 For lump sum or firm fixed price Task Orders, CONSULTANT will be compensated for all work and deliverables, including travel and equipment in one lump sum. No additional compensation will be paid to CONSULTANT, unless

there is a change in the scope of the work. In the instance of a change in scope, adjustment to the total lump sum will be negotiated between CITY and CONSULTANT. The adjustment will not be effective until authorized by amendment to the Task Order and approved by CITY.

- 10.2.3 CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Task Order proposal and in the executed Task Order.
- 10.2.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Task Order.
- 10.2.5 When milestone cost estimates are included in the approved Task Order, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the ENGINEER before exceeding such estimate.
- 10.2.6 The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Task Order amendment and approved by CITY.
- 10.2.7 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Proposed Project Cost Breakdown set forth. A sample Proposed Project Cost Breakdown is provided as **Exhibit B**. CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, ENGINEER shall have notified CONSULTANT in writing, or, unless and until CONSULTANT notifies ENGINEER prior to work and ENGINEER agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this Contract. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Proposed Project Cost Breakdown set forth, whether those costs were incurred during the course of the Contract or as a result of termination.
- 10.2.8 The CITY will not pay for CONSULTANT'S nor subconsultant's personnel for invoice preparation. The CITY will not pay for CONSULTANT'S nor subconsultant's communications expenses and computer lease, rental or hourly time charges.

### 10.3 Invoicing and Payment

- 10.3.1 Progress payments for each Task Order will be made monthly in arrears based on either the services provided and actual costs incurred for specified rate of compensation Tasks or the percentage of work completed for Tasks to be compensated on a lump sum basis. If CONSULTANT fails to submit the required

deliverable items according to the schedule set forth in the Task Order or Proposal, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 8 Termination.

- 10.3.2 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by ENGINEER of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article 10.7 Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. CITY will not reimburse the CONSULTANT for any charges related to any Task Order invoiced to CITY after 60-calendar days. Invoices shall be mailed to the ENGINEER at the following address:

Name: Nadir Shah, P.E.  
Address: City of Los Angeles  
Bureau of Engineering  
Bridge Improvement Program  
1149 South Broadway, Suite 750  
Los Angeles, CA 90015

- 10.3.3 ENGINEER shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the ENGINEER.
- 10.3.4 All invoices shall be subject to audit. Support for any Other Direct Cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.
- 10.3.5 CONSULTANT shall notify the ENGINEER in writing when costs reach 75 percent (75%) of the amount authorized for the Task Order. Failure to provide written notification may result in late payment of invoices.
- 10.3.6 CITY liability under this Contract shall only be to the extent of the present appropriation to fund the Contract. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Contract.

- 10.3.7 CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Contract shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Contract.

#### 10.4 Prevailing Wages

For only those workers qualifying for Prevailing Wages, the CONSULTANT shall comply with the following requirements.

- 10.4.1 The CONSULTANT shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONSULTANT: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.
- 10.4.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.
- 10.4.3 The CONSULTANT and the CONSULTANT'S subconsultants shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the CONSULTANT and such subconsultant. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.
- 10.4.4 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 10.4.5 Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the CONSULTANT'S Contract execution.
- 10.4.6 Hourly Salary Rates that include applicable Prevailing Wage rates may vary from the Hourly Salary Rates that do not include applicable Prevailing Wage Rates.

#### 10.5 Proposed Project Cost Breakdown

At the discretion of the ENGINEER, the Sample Proposed Project Cost Breakdown (**Exhibit B**), attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each Task Order. For Task Orders with a specified compensation method, the Proposed Project Cost Breakdown shall be based upon the estimated hours of labor at approved Hourly Salary Rates, payroll burden, audited overhead, Other Direct Costs, and Subconsultant Expenses. Federal regulations require that profit be separately negotiated from contract costs. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

For Task Orders specifying a lump sum compensation method, the Proposed Project Cost Breakdown shall set forth the total project cost and the appropriate payment milestones.

The amounts shown for each item on a Proposed Project Cost Breakdown are estimates only, and unexpended funds allocated for one item may be used for another item as long as the total Cost Breakdown specified in the Task Order is not exceeded. Such reallocation of funds must have the prior written approval of the ENGINEER.

## 10.6 Cost Principles

- 10.6.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 10.6.2 CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 10.6.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

## 10.7 Equipment Purchase

- 10.7.1 Prior authorization in writing, by ENGINEER shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 10.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and exceeding \$5,000 prior authorization by ENGINEER; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 10.7.3 Any equipment purchased as a result of this contract is subject to the following:

"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of Article 7.

## **ARTICLE 12 - INDEMNIFICATION AND INSURANCE**

### 12.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, agents, employees, assigns, and successors in interest, CONSULTANT 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 CONSULTANT'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 CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 12 shall survive expiration or termination of this Contract.

### 12.2 Insurance

During the term of this Contract and without limiting CONSULTANT'S indemnification

of the CITY, CONSULTANT shall provide and maintain at its own expense, a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form Gen 146 in **Exhibit D** hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit D** hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONSULTANT shall comply with all Insurance Contractual Requirements shown on **Exhibit D** hereto. **Exhibit D** is hereby incorporated by reference and made a part of this Contract.

### **ARTICLE 13 - INDEPENDENT CONTRACTORS**

CONSULTANT is acting hereunder as an independent consultant and not as an agent or employee of the CITY. CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

### **ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT**

- 14.1 CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT'S profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract in accordance with this Contract.
- 14.5 Except as specified in Article 12 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance of any of the

services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## **ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY**

### 15.1 Ownership of Data and License

- 15.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.
- 15.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONSULTANT or its subconsultants of any tier under this Contract, CONSULTANT hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
- 15.1.4 CONSULTANT shall not provide or disclose any Work Products to any third party without prior written consent of the CITY.
- 15.1.5 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.
- 15.1.6 Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed

under this Contract to contractually bind or otherwise oblige its subconsultants performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

15.1.7 CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

## 15.2 Intellectual Property Warranty

15.2.1 CONSULTANT represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

## 15.3 Intellectual Property Indemnification

15.3.1 CONSULTANT, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Contract. 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. The provisions of Article 15 shall survive expiration or termination of this Contract.

15.3.2 In CONSULTANT'S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.3.3 Where any Work Product furnished by CONSULTANT (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONSULTANT shall, with the CITY'S consent, do one of the following immediately. CONSULTANT shall at its expense either:

- i) procure for the CITY the right or license to continue using the Work Product; or
- ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this Contract.

**ARTICLE 16 - MANDATORY PROVISIONS PERTAINING TO  
NONDISCRIMINATION IN EMPLOYMENT**

16.1 Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of

this Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

## 16.2 Title VI Assurances

During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

(1) **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT’s obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Caltrans or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the Caltrans or the FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of CONSULTANT’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONSULTANT under the agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the agreement, in whole or in part.

(6) Incorporation of Provisions: CONSULTANT shall include the provisions or paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the Caltrans or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the Caltrans enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 17 – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

### 17.1 Disadvantaged Business Enterprise Program Requirements

This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is **20%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit C-1**), or in the Consultant Contract DBE Commitment (**Exhibit C-2**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

### 17.2 Contract Assurance

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.

### 17.3 Performance of DBE Consultant and Other DBE Subconsultants/Suppliers

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

### 17.4 Prompt Progress Payment to Subconsultants

CONSULTANT shall not be entitled to any payment for work or material, unless it is performed or supplied by a listed subconsultant (DBE or non-DBE), or by the CONSULTANT'S own forces, pursuant to prior written authorization of the ENGINEER.

CONSULTANT agrees to pay each subconsultant for the satisfactory performance of its contract no later than ten (10) days of receipt of each progress payment it receives from the CITY under this Contract.

CONSULTANT agrees that any delay or postponement of payment among the parties must be for good cause and with the prior written approval of the CITY. These requirements apply to both DBE and non-DBE subconsultants.

### 17.5 Retention of Funds

The CITY shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to the prime consultant based on these acceptances.

The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily

completed and accepted including incremental acceptances of portions of the contract work by the CITY. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the CITY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### 17.6 DBE Records

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F (**Exhibit C-3**), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the CITY with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the CITY.

#### 17.7 DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY'S Contract Administrator within 30 days.

### **ARTICLE 18 - SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under Article 32.

## **ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

### **To the CITY:**

Contact Person: Nadir Shah, P.E., Principal Civil Engineer  
Address: 1149 S. Broadway, Suite 750  
Los Angeles, CA 90015

### **To CONSULTANT:**

Contact Person:  
Address:

## **ARTICLE 20 - EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONSULTANT and Subconsultant, and without any fault or negligence of either of them. In such case, CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit CONSULTANT to perform timely. As used in this Contract, the term "Subconsultant" means a subconsultant at any tier.

In the event CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## **ARTICLE 21 - SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

## **ARTICLE 22 - DISPUTES**

Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement may be decided by the CITY's BOARD, who may consider written or verbal information submitted by CONSULTANT.

Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CITY's BOARD of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this Contract.

### **ARTICLE 23 - ENTIRE CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 11 hereof.

### **ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONSULTANT consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

### **ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

### **ARTICLE 26 - BONDS**

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 et seq., as amended from time to time.

#### **ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **Exhibit E** and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT’S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subconsultants shall constitute a default by CONSULTANT under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONSULTANT by the CITY.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### **ARTICLE 28 - LIVING WAGE ORDINANCE**

CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 29 –WORKER RETENTION ORDINANCE**

CONSULTANT shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 30 - ACCESS AND ACCOMMODATIONS**

CONSULTANT represents and certifies that:

- A. CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. CONSULTANT shall not discriminate on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability;
- C. CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONSULTANT understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 31 - WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.

**ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONSULTANT may not, unless it has first obtained the written permission of the CITY:

- (a) Assign or otherwise alienate any of its rights under this Contract, including the right

to payment; or

- (b) Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

### **ARTICLE 33 - PERMITS**

CONSULTANT and its directors, officers, partners, agents, employees and subconsultants, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONSULTANT'S performance hereunder and shall pay any fees required therefor. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

### **ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS**

CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), against CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

### **ARTICLE 35 – BEST TERMS**

Throughout the term of this Contract, CONSULTANT, shall offer CITY the best terms, prices, and discounts that are offered to any of CONSULTANT'S customers for similar goods and services provided under this Contract.

### **ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE**

CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

### **ARTICLE 37 - BREACH**

Except for excusable delays as described in Article 20, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### **ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE**

CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for

work to be performed under this Contract must include an identical provision.

**ARTICLE 39 – BIDDER ETHICS AND PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall submit with its proposal a Bidder Certification CEC Form 50 (**Exhibit J**), proscribed by the City Ethics Commission, in which the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the Ordinance.

Moreover, all bidders are subject to Charter Section 470(c)(12) and related ordinances and were required to submit Bidder Contributions CEC Form 55 (**Exhibit J**) with their response. As a result, bidders 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 submitted their response until either the contract is approved or, for the successful bidders, 12 months after the contract is signed. The bidder'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.

CONSULTANT certifies to the best of his or her knowledge and belief that:

- A. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employees of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Exhibit 10-Q “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bidders who fail to comply with City, state, or federal 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.

#### **ARTICLE 40 – FIRST SOURCE HIRING ORDINANCE**

CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

#### **ARTICLE 41 – IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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” **Exhibit L**.

#### **ARTICLE 42 – SUSPENSION**

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONSULTANT with written notice of suspension. Upon receipt of the notice of suspension, CONSULTANT shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

#### **ARTICLE 43 – DATA PROTECTION**

A. CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONSULTANT shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONSULTANT’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONSULTANT shall begin remediation immediately. CONSULTANT shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONSULTANT until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to

lead or participate in the investigation. CONSULTANT shall cooperate fully with CITY, its agents and law enforcement.

- B. If CITY is subject to liability for any Data Breach or Security Incident, then CONSULTANT shall fully indemnify and hold harmless CITY and defend against any resulting actions.

**ARTICLE 44 - CONSULTANTS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE**

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

**ARTICLE 45 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONSULTANT**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONSULTANT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

**ARTICLE 46 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

**ARTICLE 47 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or

community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### **ARTICLE 48 - POSSESSORY INTERESTS TAX**

Rights granted to CONSULTANT by CITY may create a possessory interest. CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONSULTANT shall pay the property tax. CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **ARTICLE 49 - CONFIDENTIALITY**

All documents, information and materials provided to CONSULTANT by CITY or developed by CONSULTANT pursuant to this Contract (collectively "Confidential Information") are confidential. CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONSULTANT shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **ARTICLE 50 – CONFLICT OF INTEREST**

CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing CITY construction project, which will follow.

CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.

CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.

#### **ARTICLE 51 – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebate kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 52 – DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT’S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by an federal agency; has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE 53 – INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit the CITY, state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

## **ARTICLE 54 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **ARTICLE 55 – AUDIT REVIEW PROCEDURES**

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Office of the Controller.

Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Office of the Controller of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

CONSULTANT and subconsultant contracts, including Task Order proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a certified public accountant (CPA) ICR audit work paper review. If selected for audit or review, the contract, Task Order proposals and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Task Order proposals, and ICR shall be adjusted by CONSULTANT and approved by CITY to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included

in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs. 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows: a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate. b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate. c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate. 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions. 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract. 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO the CITY no later than 60 days after occurrence of the last of these items. The provisional ICR will apply to this Contract and all other contracts executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE 56 – SAFETY**

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY and its representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for

safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### **ARTICLE 57 – NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE 58 – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this Contract.

Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

#### **ARTICLE 59 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this Contract at any time if CITY determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

#### **ARTICLE 60 – CONTINGENT FEE**

CONSULTANT warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE 61 – CONTRACTOR DATA REPORTING**

If CONSULTANT is a for-profit, privately owned business, CONSULTANT shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by CITY: CONSULTANT’S and any subconsultant’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). CONSULTANT shall further request, on an annual basis, that any subconsultant input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year written below.

**CONSULTANT**

**By:**

**Title:**

**Date:**

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

**By:**

**Title: President, Board of Public Works**

**Date:**

**By:**

**Date:**

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

**By:**

**Date:**

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**By:**

**Title: Deputy City Attorney**

**Date:**

## DEPARTMENT OF PUBLIC WORKS Master RFQ/RFP Contract Checklist

- I. Proposal Format and Submission Requirements**
- In writing
  - Cover Letter
  - Authorized signatures
  - Number of copies required
  - Who and Where
- II. Pre-Submittal Meeting**
- When, Where, Why
  - Walk-through of site, if applicable
  - Questions, Submission and Responses
- III. General Terms**
- Definitions
  - Material becomes property of the City of Los Angeles
  - Subconsultants/Joint Ventures
- IV. Statement of Work/Scope of Work/Tasks/Goals**
- Establish Scope of Work
  - Define Assignment of Work if applicable
- V. Specific Terms and Conditions**
- Length of Contract/Options to renew
  - Request subconsultant anticipated participation levels from PAC
  - Payment Terms/Conditions/Invoices
  - Sales Tax and Permits (City, State and Federal), if applicable
  - Standards of material (testing), if applicable
  - Liaison responsibilities with other agencies, if applicable
  - Obtain necessary permits
- VI. Boilerplate Clauses/Standard City Contractual Requirements**
- Contractor Responsibility Ordinance
  - Business Tax Registration Certificate
  - Mandatory Provisions Pertaining to Nondiscrimination in Employment
  - Insurance Requirements
  - Business Inclusion Program, or
  - DBE program for federally funded projects by the Department of Transportation
  - Title VI Language for Federal Contracts

TRANSMITTAL NO. 7

## **DEPARTMENT OF PUBLIC WORKS Master RFQ/RFP Contract Checklist**

- Child Support Obligations Policy
- Service Contractor Worker Retention Ordinance
- Living Wage Ordinance
- Best Terms
- Access and Accommodations
- Contractor Performance Evaluation Program
- Disclosure Ordinances
- Restrictions on Campaign Contributions in City Elections
- Non-Collusion
- Equal Benefits Ordinance/First Source Hiring Ordinance
- Iran Contracting Act
- Proposer Checklist of Items to be Submitted

### **VII. Proposal Evaluation**

- Responsive and Responsible
- Criteria - Pass/Fail and/or weighted factors
- Selection/Award of Contract - "Best overall value to the City"

### **VIII. RFQ/RFP Schedule of Events**

- Release RFQ/RFP to potential Respondents
- Pre-Submittal Meeting
- Issue Addendum in response to Pre-Submittal Meeting, if applicable
- Proposals due by 2:00 p.m.
- Begin Proposal evaluations
- Conduct interviews/oral presentations
- Negotiate with selected Proposer
- Board Authorization to Award
- Execute Contract

### **IX. Proposer Checklist of What's to be Submitted**

### **X. List of Attachments for the RFQ/RFP (Attachments to be provided by PAC)**

- Contractor Responsibility Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance/First Source Hiring Ordinance (To be completed on RAMP)
- Insurance Requirements

**DEPARTMENT OF PUBLIC WORKS  
Master RFQ/RFP Contract Checklist**

- Business Inclusion Program, or
- DBE Program for projects funded by the federal Department of Transportation
- Child Support Obligations
- Service Contractor Worker Retention and Living Wage Ordinances
- Americans with Disabilities Act
- Slavery/Border Wall Disclosure Ordinances (To be completed on RAMP)
- Bidder Certification CEC Form 50
- Bidder Contributions CEC Form 55
- Non-Collusion Affidavit
- Los Angeles Residence Information
- Iran Contracting Act of 2010 Compliance Affidavit
- Local Business Preference Program

**XI. Proposal Evaluation**

- Received Proposals and Attachments (Date: 2/23/2024)
  - Contractor Responsibility Ordinance - Questionnaire
    - Submit to Bureau of Contract Administration (BCA)
  - Equal Benefits Ordinance (submitted on RAMP). BCA reviews upon Consultant selection.
  - Summary Sheet (from RAMP)
    - Submit to BCA
  - Schedule A and List of Potential Subconsultants
    - Submit to BCA
  - Slavery/Border Wall Disclosure Ordinances Affidavit (uploaded on RAMP). BCA reviews upon Consultant selection.
  - First Source Hiring Ordinance Affidavit (submitted on RAMP). BCA reviews upon Consultant selection.
  - Child Support Obligations
  - Americans with Disabilities Act
  - Living Wage Ordinance OCC Non-Coverage Exemption Application (LW-10) if applicable
    - Submit to BCA
  - Non-Collusion Affidavit (RFPs only)
  - Iran Contracting Act of 2010 Compliance Affidavit
  - Bidder Certification CEC Form 50

## DEPARTMENT OF PUBLIC WORKS Master RFQ/RFP Contract Checklist

- Bidder Contributions CEC Form 55
- Los Angeles Residence Information
- Local Business Certification Affidavit of Eligibility (uploaded on RAMP) if applicable
- Evaluate RFQ/RFPs
  - Technical Evaluation (Date Completed: 3/3/2024 )
  - Short-list Firms, if necessary (Date Completed: 3/3/2024 )
  - Written Invitation to Interview Issued to Applicable Firms (Date: \_\_\_\_\_ )
  - Conduct Interviews (Dates: \_\_\_\_\_ )
  - Office of Contract Compliance (OCC – Reviews BIP, SDO, DBWCO, FSHO, EBO, CRO Questionnaire) (Date Completed: 3/3/2024 )

### **XII. Proposal Selection and Contract Negotiations**

- Rank Proposals
- Select tentative Consultant
- Request Attachments
  - Contractor Responsibility Ordinance - Pledge of Compliance
  - Business Tax Registration Certificate
  - Proof of Insurance (RFPs only)
    - Submit to Board of Public Works (BPW)
- Memo to BPW notifying them of Consultant selection and when negotiations are to begin (Date: 11/7/23 ) \*
- Written notification to non-selected firms (Date: n/a )
- Boilerplate Clauses/Standard City Contractual Regulations - See VI of this Checklist. Standard contracts on BOE Intranet at <http://eng.lacity.org/permits/tools-and-references> or ask PAC for boilerplate.
- Negotiate Contract (Date: 3/8/2024 )

### **XIII. Contract Completion**

- Finalize written Contract by the Division
  - Submittal to BPW as attachment to "Authority to Execute" Board Report

\* Keep Bureau's Liaison Commissioner updated regularly.

**DEPARTMENT OF PUBLIC WORKS  
Master RFQ/RFP Contract Checklist**

**XIV. Board Report to Execute Contract**

- Authorized signatures for Board Report
  - Administration Division initial(s) (Date: 8/26/24 )
  - Project Award and Control Division initial(s) (Date: 9/10/24 )
  - City Attorney approval of contracts as to form (Date: \_\_\_\_\_ )
  - Assistant Bureau Head initials (Date: 9/13/24 )
  - Bureau Head signature (Date: \_\_\_\_\_ )
  - OCC signature (Date: \_\_\_\_\_ )
  - Contract Administration signature (Date: \_\_\_\_\_ )
  - Send contracts to Consultants for signature (Date: \_\_\_\_\_ )
  - Office of Accounting signature (if applicable) (Date: \_\_\_\_\_ )
- "Authority to Execute" Board Report (Date Adopted: \_\_\_\_\_ )

**XV. Contract Execution**

- Council Motion (if length of contract greater than 5 years) (Date: \_\_\_\_\_ )
  - Staff Report prepared by Chief Legislative Analyst (CLA) (Date: \_\_\_\_\_ )
- Mayor's Office approval
  - Mayoral letter of approval (Date: \_\_\_\_\_ )
- Final authorized signatures for Contract
  - BPW President or 2 Commissioner's signatures (Date: \_\_\_\_\_ )
  - City Clerk attestation (Date: \_\_\_\_\_ )
- City Clerk issues Contract No. \_\_\_\_\_ \*\*

**XVI. Notice to Proceed (RFP Only)**

- Issue "Notice to Proceed" letter (Date: \_\_\_\_\_ )
- Kick-off meeting (Date: \_\_\_\_\_ )

\*\* List Contract No. assigned

**DEPARTMENT OF PUBLIC WORKS**  
**Personal Services Contracting Process Checklist**

**I. Intent to Contract**

- Notify City Administrative Officer (CAO) (Notification of Intent to Contract) (Date )
  - Print CAO report to confirm receipt of notification (Date )  
[http://caoapp.ci.la.ca.us/notification/all\\_contracts.php](http://caoapp.ci.la.ca.us/notification/all_contracts.php)
- Notify Personnel Dept (Charter 1022 approval) (Date )
- Notify CAO (Charter 1022 Determination) (Date )
- Notify Board of Public Works (BPW) Lead Commissioner and/or their back-up (Date )

**II. Scope of Work**

- Develop Project Schedule
- Identify subcontracting opportunities and obtain participation levels from PAC

**III. Evaluate Subcontracting Outreach Applicability**

- If limited subconsultant availability/opportunities, obtain approval from Mayor's
- Office of Economic and Business Policy to waive Business Inclusion Program (BIP) outreach.

**IV. Draft Request for Qualifications/Proposals (RFQ/RFP)**

- Evaluation/Selection Criteria to include demonstrated experience and
- commitment to diversity (Date ). Contact the centralized contracting group for examples of evaluation criteria.
  - Division to set up pre-submittal meeting (Date )
  - Obtain Insurance Requirements from CAO Risk Manager
  - City Attorney review of the RFQ/RFP (Date )

**V. RFQ/RFP Process and Approval**

- Provide Executive Officer a copy of the RFQ/RFP 10 days prior to BPW's consideration

**Transmittal No. 8**

- Board report requesting to "Issue and Negotiate" RFQ/RFP  
(Date )
- Attach the following checklists:
  - Master RFQ/RFP Contract Checklist (Items 1-10 completed)
  - Personal Services Contracting Process Checklist (Items 1-5 completed)

**VI. Distribution of RFQ/RFP**

- PAC will upload RFQ/RFP and Attachments on RAMP (Date )  
NAICS interest codes are added to the RFQ/RFP, aka opportunity, when
  - uploaded to RAMP. Subconsultants with matching NAICS codes will be included on the Subcontractors tab and may be contacted if the BIP outreach is required.
  - PAC will notify City Clerk to advertise in the Daily Journal  
(Date )

**VII. Pre-Proposal/Submittal Meeting**

- Upload Attendee List to RAMP as an addendum (Date )

**VIII. Review and Award of Contract**

- Ensure the following forms have been received from Prime consultant:
  - Contractor Responsibility Ordinance - Responsibility Questionnaire. The Pledge of Compliance with the Contractor Responsibility Ordinance is to be submitted prior to contract award.
  - Proof of Insurance (For RFP only. Proof of insurance for RFQ is required at the time of Task issuance.
  - Equal Benefits Ordinance/First Source Hiring Ordinance Affidavit (RAMP) (BCA will verify the affidavit at the time of consultant selection.)
  - Certification of Compliance with Child Support Obligations
  - Certification Regarding Compliance with the Americans with Disabilities Act
  - Schedule A
  - Living Wage Ordinance Forms
    - If requesting an exemption - Form LW-10/Form LW-26/Form LW-28
    - If requesting non-coverage - Form LW-29

- If no exemption - Form LW-6/Form LW-18
  - Email Prime consultant to request and retain LWO/SCWRO Subcontractor Declaration of Compliance - LW-5
- Service Contractor Worker Retention Ordinance
  - If requesting an exemption - email bca.eeoe@lacity.org
- Slavery/Border Wall Disclosure Ordinances Affidavit (RAMP). (BCA will verify the affidavit at the time of consultant selection.)
- Los Angeles Residence Information Form
- Iran Contracting Act of 2010 Compliance Affidavit
- Non-Collusion Affidavit (For RFP only. On a task by task basis for RFQs.
- Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55
- Local Business Certification (RAMP)
- Notify the BPW, by memo, of consultant selection and when negotiations are to begin (Date )

## IX. Board Report to Execute Contract

- Review CONTRACTOR EVALUATION NOTICE posted by Bureau of Contract Administration, Special Research & Investigation Section to ensure selected
- consultant has no negative past (Date ) - send firm names to George Espinola of BCA to check for performance evaluation on file.
    - Note findings in the BPW Board Report (Date )
  - Attach the following checklists to the Board Report
    - Master RFQ/RFP Contract Checklist (Items 1-13 completed)
    - Personal Services Contracting Process Checklist (Items 1-8 completed)
  - Review final draft of contract with City Attorney (Date )

## X. Contract Execution

- Send electronic copy of the prime consultant's and subconsultants' contact information to PAC
- Send copy of executed contract to PAC

**XI. Input Contract Information into the Personal Services Contract System (PSCS)**

- When the executed contract has been received, input contract information into PSCS

**XII. Monitor Participation Levels**

- Project Manager will enforce MBE/WBE/SBE/EBE/DVBE/OBE or DBE/OBE participation levels
- Obtain BPW approval for any change in MBE/WBE/SBE/EBE/DVBE/OBE or DBE/OBE participation levels (Date )
- Obtain BPW approval for subconsultant substitution (Date )

**XIII. Final Acceptance Report**

- Recommended action if participation levels are not met (Date )