



# City of Manhattan Beach

---

---

## Public Works Department

Phone: (310) 802-5353

FAX: (310) 802-5351

TDD: (310) 546-3501

### REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 1225-20  
PROPOSAL TITLE: CONSTRUCTION MANAGEMENT SERVICES FOR THE  
SEPULVEDA BLVD. BRIDGE WIDENING PROJECT  
REQUESTING DEPARTMENT: Public Works  
RELEASE DATE: **November 27, 2019**  
DUE DATE: **January 2, 2020 @ 3:00 P.M. PDT**

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposals. Each proposal must be submitted in a sealed envelope and clearly marked:

**“RFP # 1225-20: CONSTRUCTION MANAGEMENT SERVICES FOR  
THE SEPULVEDA BLVD. BRIDGE WIDENING PROJECT”**

**Failure to identify the proposal on the envelope may result in disqualification of the proposal.**

Sealed proposals for this project must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. **Proposals will be received until 3:00 P.M. PDT, January 2, 2020.**

Proposals will not be opened at that time, but will be submitted to the Engineering Division Public Works Department for verification and compliance. The City reserves the right to make no award.

**Proposals received after the deadline will be considered late. Such proposals may be returned unopened. Faxed or emailed proposals are not acceptable.**

Please direct any inquiries regarding this RFP to Dru Leonard, [dleonard@citymb.info](mailto:dleonard@citymb.info), by no later than **12:00 Noon PDT, December 16, 2019.**

Dated: This 27<sup>th</sup> Day of November, 2019

Dru Leonard  
General Services Coordinator

General Services Address: 3621 Bell Avenue, Manhattan Beach, CA 90266

### **Instructions to Consultants/Bidders & Definitions**

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Consultant", "Bidder" "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

### **Filing Date**

All bids must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802-5569.

### **Reservations**

**The City Council reserves the right to reject any and all bids received; to take all proposals/bids under advisement for up to 120 days after opening; to waive any informality on any bid; and to be the sole judges of the relative merits of the material mentioned in the respective bids received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject bids that are not accompanied by the requested information**

- **No telephone, electronic or facsimile proposals will be accepted.**
- If the bid is made by an individual, it must be signed by the full name of the Bidder and include the Bidder's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name.
- The phraseology of the bid must not be altered in any way.
- Bids are subject to acceptance by the City for a period of 120 days, unless a different period is prescribed in the Bid by the bidder.
- Bidders are invited to attend the bid opening at the date and time City advised above.
- Bid results are available by calling the office of the Engineering Department at (310) 802-5309.

### **The Contract**

The Bidder to whom the award is made will be required to enter into a written contract with the City. A copy of the Notice Inviting Bids, the vendor Bid, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of City, State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

### **Patent Rights**

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

**Taxes**

**The City of Manhattan Beach is exempt from paying Federal Excise Taxes.** These taxes are not to be included.

**Delivery**

All deliveries of such items to be furnished must be made to job sites within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

**Payments**

Payment will be made in accordance with the terms of the attached Professional Services Agreement, which is included with this RFP in Appendix A.

**Errors/Omissions**

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

**Force Majeure**

Refer to Section 13 of the attached Professional Services Agreement, which is included in this RFP as Appendix A.

**Default**

Refer to Section 14 of the attached Professional Services Agreement, which is included in this RFP as Appendix A.

**Business License**

The successful Contractor will not be required to procure a City of Manhattan Beach Business License prior to commencing work unless firm is also doing work for other companies in Manhattan Beach. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

**Department Policy for Grant Funded Purchases**

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City

harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
- Lower Tier Covered Transaction**

The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the City certification, such prospective participant shall attach an explanation to this bid.

**REQUEST FOR PROPOSAL FOR  
RFP NO. 1225-20: CONSTRUCTION MANAGEMENT SERVICES  
FOR THE SEPULVEDA BLVD. BRIDGE WIDENING PROJECT**



Prem Kumar  
City Engineer  
CITY OF MANHATTAN BEACH  
Office of the City Clerk  
1400 Highland Avenue  
Manhattan Beach, CA 90266

Anastasia Seims  
Project Manager  
310.802.5350

November 2019

# Construction Management Services for the Sepulveda Blvd. Bridge Widening Project

## 1. Instructions to Proposers

Proposers are to read and understand all of the information contained in this RFP. The provisions of this RFP along with the proposal submitted will be part of the contract documents for this project. The City's Project Manager for this project is **Anastasia Seims**.

## 2. Schedule of Events

Anticipated Schedule:

<b>ACTION</b>	<b>DATE</b>
Availability of Request for Proposal	11/27/19
Last Day to Submit Questions	12/16/19 at 12:00PM
Proposal Submission Deadline	01/02/20 at 3:00PM
Staff Review of Proposals	2 weeks (minimum)
Interview(s) with Top Ranked Consultant(s) & City Negotiations (If Needed) - Consultant Selection	Tentative week of January 27 <sup>th</sup> (minimum)
City Council Award	March 3, 2020
Contract Execution	March 21, 2020
Notice To Proceed	March 31, 2020

## 3. Project Area Overview

The City of Manhattan Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the "South Bay" area. The City is bounded on the north by El Segundo, on the east by Hawthorne, on the east and south by Redondo Beach, on the south by Hermosa Beach, and on the west by the Pacific Ocean. The City is a beach community with approximately 2.1 miles of beachfront. The City has a total land area of 1,788 acres (3.88 square miles). The City is bound by Rosecrans Avenue on the north, Aviation Boulevard on the east, Artesia Boulevard on the south and the Pacific Ocean on the west. Sepulveda Boulevard (State Highway 1) runs north-south through the middle of the City.

### Introduction

The City seeks an experienced consultant to assist the City with the construction management services for the Sepulveda Boulevard Bridge Widening Project working closely with Public Works staff to ensure that the project is executed in a timely manner. Specifically, the City is soliciting proposals for Construction Management Oversight, Public Outreach, Traffic Management Coordination, Soils/Materials Testing Services,

and Construction Surveying Services. The City is the administering agency for the construction of this project. **Prior to the agreement being executed, the consultant will be subject to a pre-award audit by Caltrans. The pre-award audit examines the consultant's accounting, estimating, administrative systems, proposed costs, and financial condition. The audit is as broad in scope as necessary to meet the objectives found in Exhibit 10-M "Standard Audit Program Procedures" of the Local Assistance Procedures Manual.**

The Sepulveda Boulevard Bridge Widening (Proposed Project) is needed to improve the operation and traffic flow within the Proposed Project area. Sepulveda Boulevard is a north-south arterial State highway. The existing bridge carries three northbound and southbound through lanes, while the roadway segments immediately north and south of the bridge carry four northbound and three southbound through lanes. This creates an operational bottleneck in the northbound direction that would be corrected by the addition of a fourth northbound lane on the bridge. The average daily traffic within the Proposed Project area is approximately 71,000 vehicles. The Proposed Project will help achieve the General Plan's goal of having this important north-south arterial highway built out to its ultimate width and thereby relieving the existing bottleneck at this location. The Proposed Project is necessary to meet the goals and policies of the Mobility/Circulation Element of the City's General Plan. Further, the Proposed Project will ensure that vehicles are able to circulate in a safe and efficient manner, including emergency vehicles vital to the public health and safety.

The State of California Department of Transportation ("Caltrans") and the City of Manhattan Beach ("City") has entered into a Construction Cooperative Agreement to widen the Sepulveda Bridge from 33rd Street to Rosecrans Avenue in the City of Manhattan Beach. The bridge is currently 100 feet wide and 165 feet long with 5-foot sidewalks and no shoulders. The Proposed Project includes widening the east side of the bridge by approximately 29 feet to provide one additional northbound lane on Sepulveda Boulevard within the Project area. The widened structure would include a total of seven through lanes. The additional lane would begin just north of 33rd Street where a merging lane currently exists between the outside through lane and the sidewalk. The new lane would continue north from 33rd Street to approximately 295 feet south of Rosecrans Avenue where the lane would merge into an existing fourth lane. South of 33rd Street, the existing northbound right-turn-only lane that begins approximately 318 feet south of the intersection would be restriped as a through lane. The widened bridge would provide a shoulder varying from two to eight feet on the east side of the bridge, and the existing non-standard sidewalks would be widened to a standard width of six feet. Seismic retrofits of the existing bridge would also be completed. Landscaping would be provided in the project area, mostly for the purpose of slope stabilization. The non-standard bridge railings in both northbound and southbound directions would be upgraded to a standard concrete barrier. The Project is partially funded by Federal funds and will be administered to comply with all State and Federal requirements.

## **Contract Period**

The City anticipates that the project will commence upon contract award and execution anticipated in March/April 2020. The construction contract is anticipated to be 12-14

months however; the construction management services is anticipated to be active for up to 24 months.

## Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Dru Leonard, [dleonard@citymb.info](mailto:dleonard@citymb.info). Proposers **may not** contact any other staff members with questions. Proposers must notify the City of any ambiguity, inconsistency or error they may find. All questions about the RFP must be submitted via email by the deadline. Any changes or corrections to the original RFP or any other information that will affect the completion of the award will be disseminated and posted on the City's website. It is the proposer's responsibility to self-register as a vendor, <http://www.citymb.info/city-officials/finance/purchasing/doingbusiness-with-the-city>, in order to receive email notifications for any addenda that are released.

## General Requirements

Proposers must submit **six (6)** hard copies of the proposal for the project to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266 by the deadline contained herein. **The Cost Proposal must be in a Separate Sealed Envelope Labeled as "Cost Proposal for RFP 1225-20, Company Name" attached to the proposal packet. Additionally, vendor must supply a copy of the proposed response on labeled media (Company name). Electronic copy must be in searchable PDF format as a single document (optimized and compressed).** The naming convention for the file is, "**RFP 1225-20, Company Name**". An electronic copy **will not be accepted in-lieu** of the hard copies required. Failure to comply with these instructions may render the proposal non-responsive.

The Project is funded by Federal funds therefore all documents need to comply with Federal requirements and as well as Caltrans policies and procedures as outlined in the Local Assistance Procedures Manual and Guidelines. Accordingly, the contract agreement and other procedures required by the most recent version of the Caltrans Local Assistance Procedures Manual (LAPM) must be adhered to, including, but not limited to, Chapter 10: Consultant Selection. The Consultant is required to submit all applicable forms as stipulated in the LAPM Chapter 10 including but not limited to Exhibit 10-U (Conflict of Interest and Confidentiality), 10-Q (Disclosure of Lobbying Activities), 10-R – Non-Discrimination Clause Language, wage rates, and Disadvantaged Business Enterprise (DBE) goal.

The DBE Goal for this project will be **12%**. LAPM Exhibit 10-I - Notice to Proposers DBE Information is required. The Consultant must meet the goal or if not able to meet the DBE goal, document that a good faith effort was made to meet the contract goal. LAPM Exhibit 10- O1 - Consultant Proposal DBE Commitment must be filled out and included in the proposal. Good faith efforts must be documented by the Consultant, submitted with their proposal and approved by the City, LAPM Exhibit 15-H DBE Information - Good Faith Efforts.

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages



will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing, inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State and Federal laws.

#### **4. Scope of Services**

CONSULTANT shall furnish Construction Management personnel to coordinate CONSULTANT operations with the CITY. For this RFP, Construction Management personnel (including sub-consultants) shall include but not be limited to a Project Manager acting as the Resident Engineer, Field Inspectors, Structural Representatives, Structural Inspectors, Office Engineers, Material Testing/Source Inspectors, Material Technicians, Construction Survey Crews, Landscape Architect, etc. and shall be responsible for all matters related to CONSULTANT personnel and coordinated construction activities under this contract.

The CONSULTANT shall be responsible for construction oversight, which includes but is not limited to the overall contract administration and contract compliance, contract change order review, schedule changes, traffic management handling analysis, assist with public outreach and coordinate with other construction projects to help avoid significant traffic delays, construction inspections, storm water compliance, quantity calculations, progress payments, claim avoidance, labor compliance, and public relations. The City will have a project manager (City Project Manager) assigned to the project to be available for the project duration.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to the CITY for review and approval prior to assignment to the Project. The CITY and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by the CITY. If, in the opinion of the CITY, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to the CITY, the CITY may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the CONSULTANT firm shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project per acceptance of the City Project Manager.

The typical workday includes all hours worked by the construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from the CITY, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours' dependent on the schedule and requirements of the construction Contractor.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with the CITY, Caltrans, permitting agencies, adjacent businesses, residents and property owners during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the project plans, specifications & estimates (contract plans and special provisions) and related agreements (Mall Agreement – RREEF & City, etc.).

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, and Construction Cooperative Agreement (see attached appendix.

## **Duties and Responsibilities**

Task 1 –Preconstruction and Bid Services (due to timing this may not apply and will be included/not included during contract negotiations with the City)

1.1 Assist in evaluation of bids received. Review of bid for completeness and responsiveness.

1.2 Review contract plans, specifications, estimates, quantities, permits and agreements.

1.3 Review and maintain Resident Engineer files. Resident Engineer's files consist of Design Engineer memos to Resident Engineers, and technical reports and studies.

1.4 Review the project schedule which includes all preconstruction and utility relocations by others, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, evaluate and confer with the City Project Manager regarding workability of the schedule or suggest changes that may improve the schedule.

1.5 Review any material related to dispute resolution with contractor's methodologies, policies, and procedures. Work with the City Project Manager to assist as necessary.

1.6 Schedule, coordinate, host a pre-construction meeting with the Contractor, City, Caltrans, Mall management, etc.

1.7 Development of contractor payment schedules, and other procedural items.

1.8 Checking Contractor references, licenses, insurance and sureties.

## Task 2 – Construction Management Oversight - Construction Management Services during Construction

This task includes construction management oversight, project observation/inspection during construction. Consultant Management Services shall be in accordance with the Caltrans Construction Manuals. Services include the following:

### 2.1 Mobilization

- Coordinate with contractor for proper set up and organization of a field office, if applicable. One desk/chair/Wi-Fi/electric hook-up (lap top or computer is furnished by the Consultant), etc. for the Construction Management team will be provided by the contractor, if contractor determines a field office/trailer will be necessary.

### 2.2 Project Coordination and Correspondence

- Coordinate and assist as necessary with contractors, surveyors, material testers, the Design Engineer, other agencies, utility companies, and other parties.
- Maintain close contact with the City Project Manager, Caltrans Construction Manager, and Design Engineering firm on all correspondence.
- Review all City Project Manager, Caltrans and Contractor correspondence as necessary. Coordinate with applicable parties, as required, to assist in developing responses as necessary.
- Schedule, Coordinate, and Attend weekly, or as necessary, construction contract coordination meetings with the Contractor, Caltrans and City Project Manager.
- Schedule, Coordinate, and Attend as necessary, construction contract coordination meetings with the other project and construction managers in the vicinity of project.
- Perform labor compliance reviews and correspond with contractor with any outstanding issues.
- Coordinate the timely ordering and receiving of City and State Furnished Materials. Coordinate payment of City and State Furnished Materials. Coordinate any source inspection performed by the State.

### 2.3 Schedule Management, Progress Meetings, and Reports

- Review planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Review work progress as compared to the planned schedule and inform the City Project Manager and advise the City upon request of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order

impacts. Analyze and negotiate time extensions due to change orders and other delays, report to the City Project Manager.

- Prepare and submit a monthly progress report to the City Project Manager and Caltrans describing key issues, cost status, and schedule status.

#### 2.4 Payment Recommendations

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.

- Review quantities submitted with monthly progress payment requests, analyze differences over amount.

- Prepare and submit monthly progress payment spreadsheet to the City Project Manager for payment processing with supporting documents to include quantity verification sheets.

#### 2.5 Requests for Information (RFI) and Material Submittals

- Review and monitor all Requests for Information (RFI) from Contractor.

- Review, respond, and/or track responses to RFI related to construction issues.

- Relay design-related RFI to Design Engineer & Caltrans. Process response to contractor in a timely manner.

- Attend meetings with the City Project Manager, Caltrans, Contractor and other parties, as needed, to discuss and resolve any outstanding RFIs.

- Collect, log, review, distribute, track, and respond to all material submittals submitted by the contractor.

#### 2.6 Contract Change Orders (CCOs)

- Review ALL change orders related to construction issues based on drawings, specifications, and other design information from Design Engineering firm or other project consultants.

- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.

- CCO's - Prepare CCOs and recommendations to accompany change order documents and forward to the City Project Manager and Caltrans for review and approval.

#### 2.7 Construction Observation/Inspection Services

- Provide day-to-day on-the-job observation/inspection of all construction work on the project. CONSULTANT inspectors shall make reasonable efforts to guard the City and Caltrans against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs (digital) and log and label in specific logical electronic folders; review contractor record drawing markups; punch lists; coordinate with the City Project Manager for final inspection; and assist with all other matters relating to construction of the project.
- CONSULTANT inspectors shall verify layout of work prior to the beginning of the permanent work, including prior to foundation being installed, concrete being poured, and wall being erected etc.
- CONSULTANT to provide a California Licensed Landscape Architect for purposes of aiding on inspections and approval of materials for all landscape features on the project.
- CONSULTANT to provide a structure representative with experience in construction engineering and inspection of bridges and licensed in the State of California as a Professional Engineer for the purpose of inspections and approval of materials for all structural features on the project.
- CONSULTANT to provide qualified staff to perform paleontological monitoring and salvage during construction excavation activities per the Paleontological Mitigation Plan and the Environmental Commitments Record & Mitigation Monitoring Plan.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.
- CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP) including review and acceptance of Contractor's submitted SWPPP.
- CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resources Control Board (SWRCB).
- CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- CONSULTANT shall review and ensure compliance with environmental requirements.

## 2.8 Claims Avoidance/Management

- CONSULTANT shall implement all claims avoidance techniques, including review Contractor's initial schedule submittal and providing feedback for improvement. Work with the Contractor until the schedule clearly identifies the critical path of item of the project prior to approving the schedule. Then during the duration of the project, monitor the actual performance of the work and compare it to the approved schedule while continually

requiring the contractor to address slippage in the approved schedule and submit an updated schedule showing approved additional days, if any.

- Review additional compensation claims that are submitted during the construction period.
- Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. Prepare any necessary documentation for use in dispute resolution hearings.

## 2.9 Record Drawings

- Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.

## Task 3 – Public Outreach

This task includes all public outreach efforts, including but not limited to a ground breaking ceremony, regular updates to the local newspaper, a website that will have photos and regular updates, and a ribbon cutting ceremony at project completion.

### 3.1 Construction Information

- Coordinate accordingly to obtain accurate and up to date construction information in preparation of Public Outreach publications and reports. Public Outreach public outreach material must be in compliance with Metro, Caltrans and City requirements. Coordinate with applicable parties, as required per Metro Agreement with the City and Caltrans Cooperative Agreement with the City.
- Maintain close contact with Caltrans, Metro (Funding Agency – see Metro Agreements attached in Appendix) and the City Project Manager on all correspondence.
- Consultant Project Manager to provide periodic (assume once a month) status updates to City Council in regularly scheduled City Council Meetings including a written update (one-page write-up and no more than 10 slides of photographs showing progress for the month) to the City Project Manager.
- Attend weekly, or as necessary, construction contract coordination meetings
- Develop and maintain contents for City of Manhattan Beach website.
- Emergency notices – when needed.
- Develop a Project fact sheet (including project description, Project budget, Project schedule, Stakeholder contact information, photos, etc.).
- Prepare Public Outreach information for web updates and newspaper updates in preparation for temporary construction impacts to the traveling public.

- Plan, coordinate, and run the project ground breaking and ribbon cutting ceremonies.

## Task 4 – Traffic Management Coordination

### 4.1 Project Preconstruction

- Analyze Project Traffic Management Plan(s) during pre-construction reviews.
- Review project staging plans and propose revisions as necessary for construction.

### 4.2 Project Coordination and Communication during Construction

- CONSULTANT shall coordinate with City Project Manager, Caltrans and Contractor to review project construction baseline schedule. Review Contractor's baseline schedule to identify conflicts with staging and traffic management plans.
- Review traffic management plan and staging plans for potential conflict with adjacent or nearby projects that are already under construction. Analyze Traffic Management Plan conflicts between projects and recommend revisions to project construction baseline schedules as necessary to reduce the length of temporary impacts during construction to traffic. Delay analysis.
- Consultant to provide weekly input of lane closure requests to City Project Manager and Caltrans.

## Task 5 – Soils/Materials Testing Services

### 5.1 Certified Laboratory for Soils/Material Testing Services

- CONSULTANT shall provide a sub-consultant as a certified materials testing agency (MTA) to perform soils and materials sampling and testing services. Material tester shall be certified to perform soils and material sampling and testing services. The soils/materials testing sub-consultant shall refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2018 State Standard Specifications. Refer to City-Caltrans Construction Cooperation Agreement for any additional testing/inspection requirements.
- The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 50 miles from the field office for the project.
- The materials testing agency (MTA) shall have an Independent Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.
- All test results shall be reported to the Project Manager/Resident Engineer in the shortest time that the specific test will realistically allow.

- Failure to comply with specified time limits for test results may result in payment penalties of up to 20% for the tests due to late notification of the results.
- The CONSULTANT guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant is in compliance with the State/Federal Labor Codes. Certified payroll submittals will be to either the City or directly to the Department of Industrial Relations (DIR).
- For any failed tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the contractor, if allowed by the project contract.
- Soils and materials testing agency/consultant shall submit all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted immediately.
- It is the intent of the City to maintain a consistency of material testing quality throughout each phase of the project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of the project.
- On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized.
- Resumes of materials testing personnel must be submitted to the City for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, the City may release that field person and request that another be assigned as needed.

## Task 6 – Construction Surveying Services

CONSULTANT shall provide Surveying Services to perform construction surveys for the project. The number of Survey Crew(s) and Field Party Chief(s) assigned to the project will vary throughout the duration of the construction contract. Personnel provided by the CONSULTANT will be assigned as needed to meet the schedule of the construction contractor. Surveys will include but may not be limited to temporary construction staking, boundary or right of way staking, topographic surveys, and monument preservation.

### 6.1 Construction Surveying Services



- It is the intent of the City to maintain a consistency of construction survey quality throughout each phase of the project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Party Chief(s) assigned to the project be completely familiar with the survey requirements and the assignments for the project.
- On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the City Project Manager.
- Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.
- Resumes of the survey personnel must be submitted to the City for review. CONSULTANT or sub-consultant personnel must be approved by the City Project Manager prior to assignment to the project. The City and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by the survey personnel. If, at any time, the level of performance by the survey personnel is below expectations, the City may release the survey crew member and request that another be assigned.
- If survey crew personnel assigned to the project are on a leave of absence, the Project Manager or the Construction Survey Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the survey personnel performing the surveying. The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the CONSULTANT or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be to either the City or directly to the DIR.

#### Task 7 - Construction Management Oversight - Post Construction Services (Close Out/Claims)

The post construction services task includes project closeout after issuance of substantial completion for the construction Contractor. This task will review punch lists items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings. The design consultant will provide project changes to original design mylars, and provide as-built plans at the project completion. Review and process the final payment.

### **Team Member Qualifications**

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by the City and Caltrans. Primarily, the Project Manager/Resident Engineer should have the following qualifications:

- a. A minimum of eight (8) years of project management and resident engineer experience on similar construction projects is desired. Ability to work independently, makes effective decisions concerning construction work in progress, and solve field problems.
- b. Accessible to City Project Manager at all times including weekends and holidays.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- e. A thorough understanding of Caltrans field methods, practices, and construction office procedures.

## 5. Proposal Submittal Requirements

The Consultant's Proposal **must be** divided into two (2) parts as described below, shall be no more than twenty-six (26) pages double-sided where the front and back count as two pages, with 12pt font and 1-inch margins, excluding a cover letter of up to two (2) pages, front and back cover of the proposal, resumes, dividers, schedule, statement of qualifications, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP may not be given further consideration. The Consultant's Proposal shall include, at a minimum, the following information listed below in the same order as requested:

### Part I: Information that will be part of the contractual documents

- a. **Understanding Scope of Services** – Please describe in detail your understanding of the scope of services to be performed. including a description of the proposed work program and techniques to complete the scope of services. The work plan should elaborate on the execution of each scope of work and deliverables in a professional, timely, and efficient manner and quality assurance/control.
- b. **Resource Allocation Matrix** – Submit a detailed allocation of consultant and sub consultant hours based on tasks and anticipated construction project for a typical similar project.

### Part II: Pertinent Miscellaneous Information and Statements

- **Statement of Qualifications:** Please provide a statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of a minimum of three (3) recent similar projects completed by the proposed staff including the client/agency name, as well as the name, title, telephone, and e-mail address of the contact person most familiar with the similar work. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry. City of Manhattan Beach Projects or Staff will not be accepted as references. If one (1) or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least

equal competence only after prior written approval by the City. **The Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.**

- **Contract Exceptions** – Please provide any proposed exceptions, additions, and/or deletions to the City’s Request for Proposal. **The City WILL NOT accept any proposed requested changes to the City’s Construction Management Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City’s Construction Management Services Agreement without any changes.** By submitting a proposal, the proposer represents they have an understanding of and will comply with the specifications and requirements of the RFP and any addenda.
- **Sample Work Products** – Please provide electronic copies of one (1) to three (3) sample Assessment Reports; and one (1) to three (3) sets of invoicing or billing examples for the sample reports, which were recently completed by the same proposed Project Manager. **The required sample work products must be submitted on a labeled flash drive. Electronic copy must be in searchable PDF format as a single document (optimized and compressed).** The naming convention for the file is, “**1225-20, Company Name Sample Project Name Master Plan**”. This flash drive must be separate from and independent of the labeled media with the electronic copy of the submitted proposal.

**Part III: Information provided in a separate envelope titled “Cost Proposal for RFP 1225-20, Company Name” that will be part of the contractual documents**

**Fee Schedule and Rate Sheet** – Submit fees to accomplish each task with a “bottom-line” total Not-to-Exceed Fee, which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. Meetings, either on-site or by telephone, shall be included as work within each task. Include a fee schedule for reimbursement items on an as-needed basis and cost estimates separate for each task. Time to accomplish each task shall be expressed in calendar days. **The successful, selected Consultant’s monthly invoices must reflect similar information in order to be processed. See LAPM Exhibit 10-H as sample.**

- **Consultant expenses** – the City’s policy is as follows:
  - a. *Hotel, Meals and Airfare* - The City will not reimburse for lodging, meals, mileage or transportation for the contractor or its agents.
  - b. *Entertainment/Personal Services* - Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.

- c. *Printing and Photocopies* – All printing and photocopying costs shall be included in the not to exceed fees.
- d. *Incidental Expenses* – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- e. *Proposal Preparation Costs* - The City will not reimburse the contractor for any costs associated with the preparation of a proposal.
- f. *Other Expenses* - Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract.  
Items which have not been specified, shall be approved by the City prior to providing and billing the expense.

## **6. Evaluation Process**

Selection of the Consultant for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal may be evaluated and ranked by a committee of selected City staff. The proposals will be rated according to the following selection criteria (in no particular order):

- a. Demonstrated understanding of the requested scope of services and overall successful project delivery (20 points)
- b. The Consultant team's (proposed team members) experience with similar work (15 points)
- c. Efficient utilization of assigned staff resources and quality control (15 points)
- d. Qualifications and demonstrated technical ability of key personnel and sub consultants (30 points)
- e. Consultant team's familiarity with state and federal provisions (10 points)
- f. Consultant team's knowledge of Local Conditions (10 points)

Upon completion of the Proposer evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Consultant for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Consultant be unable to reach an agreement, negotiations with that Consultant will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a Firm is selected.

## **7. Award of Contract**

Following evaluation and rating by the proposal review committee, the Public Works Department will recommend award of a contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after contract award and the contract Agreement is fully executed, and all required supplemental paperwork, insurance documents, etc. have been received and approved.

## **8. Payment to Consultant**

Once the contract is awarded, the City will pay the Consultant for work completed consistent with the Rate Sheet. Cost Schedule is as described in the Fee Proposal.

- a. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task.
- b. Sub-categorization of task is permitted to better define the task for payment.
- c. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.
- d. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services.". City will only accept invoices from the consultant for work that has been reviewed and approved by City's staff.
- e. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- f. The Consultant is required to monitor and track the overall project expenditure and report to the City on a monthly basis. Similarly, the Consultant will be responsible for tracking the expiration of the Agreement and its insurances in a timely manner. Once expired, the City will not be able to process any further payments until the situation is rectified.

## **9. General Conditions**

**ADDENDUMS.** Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal. Proposers responsible for insuring that they have obtained all addenda.

**ADDITIONAL INFORMATION.** The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

**ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

**COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.

**CANCELLATION OF SOLICITATION.** The City may cancel this solicitation at any time.

**CONFLICT OF INTEREST.** By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom. **COSTS.** The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

**DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists

among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

**DOCUMENTS, EXAMINATION OF.** It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**INTERPRETATION OF RFP DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP is Dru Leonard, General Services Coordinator. He can be reached via e-mail at [dleonard@citymb.info](mailto:dleonard@citymb.info). Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

**IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

**NON-DISCRIMINATION.** Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical

condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the



City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Manhattan Beach and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

LOCAL ASSISTANCE PROCEDURES MANUAL (CALTRANS) REQUIREMENTS.

Exhibit 10-V – Non-Discrimination Clause shall be part of this contract. The Consultant must include the nondiscrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Proposers shall submit as part of their Proposal Exhibit 10- F - Certification of Consultant, Commissions & Fees.

Contracts will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. Proposers must adhere to the requirements for A&E Consultants as applicable in Caltrans LAPM, Chapter 10, Consultant Selection, Section 10-K Consultant Certification of Costs and Financial Management System.

Proposers understand that the City will make additions to and/or modify the language in the Sample Professional/Consultant Services Agreement to include the mandatory provisions as included in Exhibit 10-R - A&E Sample Contract Language CALTRANS LAPM.

Proposers understand that this project is Federally funded and the guidelines and requirements in Caltrans LAPM will be strictly adhered to for this project. Protest procedures and dispute resolution process will be completed per 49 CFR 18.36(b)(12).

VALIDITY. Proposal must be valid for a period of 120 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

## **10. Insurance Requirements**

Refer to Section 9 of the attached Construction Management Services Agreement, which is included in this RFP as Appendix A. Besides the City, Caltrans and LACMTA will be additional obliges to the insurance coverage and held harmless.

### **ATTACHMENTS:**

- 1) Appendix A: Sample Construction Management Services Agreement
- 2) Appendix B: Non-Collusion Affidavit
- 3) Appendix C: Consultant's Acknowledgement of Insurance Compliance
- 4) Appendix D: Certification of Proposal
- 5) City-Caltrans Construction Cooperative Agreement
- 6) Mall Agreement – RREEF & City
- 7) Environmental Commitments Record & NEPA/CEQA revalidation form
- 8) City-Metro Funding Agreement – Letter of Agreement for \$6.8M
- 9) City-Metro Funding Agreement – Seismic Retrofit for \$9.1M
- 10) Draft Sepulveda Boulevard Bridge Widening Plans
- 11) Draft Sepulveda Boulevard Bridge Widening Specs