

Construction

**Construction Management Support
Services**

for

**Terminal Island Maritime Support
Facility and Terminal Island Grade
Separation Projects**

REQUEST FOR PROPOSALS



September 30, 2025

RAMP ID #225482

September 30, 2025

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR TERMINAL ISLAND MARITIME SUPPORT FACILITY AND TERMINAL ISLAND GRADE SEPARATION PROJECTS

The City of Los Angeles Harbor Department (Harbor Department or Department) invites the submittal of proposals to provide construction management support services for Terminal Island Maritime Support Facility and Terminal Island Grade Separation Projects. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Tuesday, September 30, 2025
Questions Due	Tuesday, October 14, 2025 by 3pm
Responses Posted	Tuesday, October 28, 2025
Proposals Due	Wednesday, November 12, 2025 by 3pm

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding this RFP, please contact Susana Eldridge by email at Seldridge@portla.org. Questions must be submitted by Tuesday, October 14, 2025 by 3pm. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, on Tuesday, October 28, 2025. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of this RFP. **In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.**

All consultants and subconsultants must be registered on RAMP at the time proposals are due. If selected for award, for-profit companies and corporations must comply with RAMP's demographic reporting requirements, per the Mayor's Executive Directive 35.

Sincerely,

Susana Eldridge for

TRICIA J. CAREY

Director, Contracts and Purchasing Division

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ATTACHMENTS / EXHIBITS

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C – Proprietary Small Business Enterprise Application

Exhibit D - Business Tax Registration Certificate (BTRC) Number

Exhibit E - Equal Benefits Ordinance

Exhibit F - RFP Selection Evaluation Form

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

Exhibit H – Iran Contracting Act of 2010

Attachment 1 – Conceptual Site Plan

Attachment 2 – Project A (TIGS) Project Cost

Attachment 2 – Project B (TIMSF) Project Cost

Attachment 3 – Resource Schedule Project A (TIGS)

Attachment 3 – Resource Schedule Project B (TIMSF)

Spec 2844 TIMSF 80% Plans

Spec 2845 TIGS 80% Plans

1. INTRODUCTION

1.1 Brief Overview of the Projects

The Construction Division is soliciting proposals from qualified consultants to provide construction management support services for the Maritime Support Facility Access/Terminal Island Rail System Grade Separation (TIGS) and Terminal Island Maritime Support Facility (TIMSF) projects (Project or Projects). Consultants are invited to submit proposals for one or both Projects. If submitting for both Projects, separate proposals are required.

The TIGS Project will provide unimpeded access into the TIMSF. The TIMSF Project will develop the temporary support facility site, which was developed under emergency conditions to alleviate vessel congestion, into a permanent backland support facility. The proposed Projects are illustrated in Attachment 1.

The TIGS and TIMSF construction will adhere to Harbor Department Construction Division procedures and the TIGS construction will also adhere to Caltrans 2024 Standard Specifications.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the Agreement.

1.2 The Port of Los Angeles

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

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2024, the Port handled a total of 10.3 million container units.

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

2. PROJECT DESCRIPTIONS

Terminal Island Rail System Grade Separation

The proposed TIGS Project entails the following:

- Construction of a new four-lane grade separated roadway that shall span three (3) existing Port of Los Angeles mainline tracks, linking the intersection of Ferry Street and Terminal Way to the TIMSF. The new grade separation is currently envisioned to be constructed on fill material, retaining walls, and abutments, featuring a precast girder bridge.
- Modifications to the intersection of Ferry Street and Terminal Way to the new grade separated roadway, including the installation of a new and/or modified traffic signal.
- A new westbound on-ramp from Terminal Way to the new grade separated roadway, between the intersection of Ferry Street and Terminal Way and the existing Terminal Way grade separation.

This grade separation will provide access to the TIMSF, which is located at the former LAXT 80-acre site enclosed by a loop of three heavily used rail tracks. Current access to and from the site is severely limited and constrained via an existing at-grade rail crossing, and via a one-way tunnel with substandard vertical clearance which requires manual flagging operation for non-concurrent movement in one direction.

The Ports of Los Angeles and Long Beach completed a joint rail study in December 2020 using the current rail data and projections to identify future expansion needs over the next 25 years. Under opening year 2027 and year 2046 conditions, an estimated 1,325 and 3,030 trucks per day respectively, will be blocked by trains (moving and stationary) for about 10 hours per day. The completion of this Project will eliminate a significant truck access impediment into the TIMSF and connect the TIMSF to Terminal Way and Ferry Street.

The preliminary construction estimate for the TIGS Project is \$31.4 million.

Terminal Island Maritime Support Facility

The proposed TIMSF entails the following:

- Redevelopment of the approximately 80 acres of new backland facility, which will include removals, contaminated soil removal, grading, paving, pavement markings, electrical and power infrastructure, high mast pole lighting, security fencing, stormwater drainage system, low impact development improvements, sewage system, potable water, and fire protection.
- Installation of three (3) new electrical charging stations using zero emission equipment.
- Construction of a roadability canopy, two (2) longshore restrooms, and two (2)

guard booths.

- Modifications to the existing tunnel access to the current facility for emergency use only.

The former LAXT 80-acre backland site at 740 Terminal Way in San Pedro, CA 90731 on Terminal Island will be used for a permanent chassis support facility and container storage for three separate operators. The facility will support activities such as chassis dispatch, stacking and storage, maintenance, other roadability services, and stop/start functionality. The backland will be linked to the rest of the Port of Los Angeles by the TIGS.

The Port of Los Angeles completed 23.3 acres of temporary site improvements (CMB pavement) and a rock drainage system to the existing 80-acre site in February 2022. This previous project was completed under an emergency development to help alleviate vessel congestion by providing additional storage areas to stack empty containers and chassis.

The preliminary construction estimate for the TIMSF Project is \$156 million.

2.1 Projects Scope of Work

Services to be Performed by Consultant

Consultant shall provide construction management services, administration, and coordination for one or both of the Projects specified herein to facilitate timely and cost-effective completion of the work. All services in this Contract shall be known as “Basic Services” except those specifically described as “Other Services”.

In rendering the services required, Consultant shall comply with applicable laws and regulations and include necessary consultations and conferences with personnel of City, County, State, or Federal agencies, which may have jurisdiction over, or have any official interest in, the construction of the Projects, officers and employees of the City, representatives of Board, the Engineer, the Design Consultant and other entities, in order to determine all relevant requirements for and coordinate the construction of the Projects. Changes in laws or regulations which require Consultant to expend significant and substantial additional effort will be the basis for adjustment of Consultant’s compensation pursuant to the “Additional Services” provisions of this Agreement.

During construction phases and post-construction phase services, Consultant’s field office personnel will be provided offices in on-site field trailers provided by the contractor.

Task 1 Pre-Construction Services

Task 1.1 Constructability Review

Review the contract documents and determine the adequacy and completeness of the contract documents for both bidding and construction of the Project. Review shall consider information from the contract documents, reference documents, geotechnical and other reports, permits, and a site inspection. Identify particular risks, including conflicts,

errors or omissions in the contract documents, which could impact schedule, cost or quality of the work. Develop a preliminary construction schedule for completing the work within the time required in the contract documents considering interim milestones, phasing, and constraints, and compare to schedule developed by Design Consultant. Recommend liquidated damages, as appropriate.

Task 1.2 Construction Management Procedures

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

Task 1.3 Pre-Bid Meeting

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

Task 1.4 Bid Support

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

Task 1.5 Bid Analysis

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

Task 1.6 Staffing

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

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

Task 2 Construction Services

Task 2.1 Construction Start-Up

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

and disseminate emergency notification instructions.

Task 2.2 Contractor's Construction Schedule

The Contractor's baseline construction schedule shall show logical sequencing of construction activities and completion of the Project within the specified time limits. Contract documents generally require the base line schedule to be prepared with Oracle's Primavera P6 v7.0 or later. Consultant shall review the Contractor's construction schedule submittals and make appropriate written comments and recommendations. Schedule submittals review shall include all contractually required deliverables, including baseline schedule, work force, equipment and material resource loading, cash flow curves, and variance reports. Scheduling services shall include, but shall not be limited to, the following:

- A. Review Contractor's baseline construction schedule for compliance with contract requirements, number of activities, logic and sequencing, duration of activities, procurement times and submittal review times, critical activities, milestones, and float. Prepare written comments and recommendations, especially regarding any potential omissions, conflicts or delays. Coordinate and conduct a construction scheduling meeting with the Contractor, critical subcontractors and the Engineer to review the construction schedule, comments and recommendations. If required, review the Contractor's baseline schedule re-submittal and make appropriate comments and recommendations until the baseline schedule is accepted by the Engineer.
- B. Provide parallel schedules to the Contractor's monthly update schedules based on field observations and weekly (three-week look ahead) schedules. Review other schedule related submittals including workforce, equipment and material resource loading and cash flow projections for coordination with the baseline schedule. Prepare written comments and recommendations.
- C. Review the updated or revised construction schedules submitted by Contractor in accordance with the Contract Documents. Based upon the Contractor's weekly schedule submittals, observations of Consultant and information from Daily Inspection Reports, Consultant shall verify actual activity dates and the remaining durations in the updates, and review and analyze forecasts of work force, equipment, and material resources, and cash flow projections. Consultant shall identify modifications and variations from the last approved schedule (logic, activities, durations, etc.) and prepare written comments and recommendations based on the schedule update analysis.
- D. In instances where an update or revision to the construction schedule indicates an actual or potential delay of Project completion, Consultant shall advise the Engineer of available alternatives and, with approval of the Engineer, take appropriate actions. The Consultant shall review and analyze the Contractor's requests for time extensions, the cost of compensable delays, perform "what if" analyses to identify opportunities to mitigate delays, and provide appropriate comments and recommendations to the Engineer. The Consultant shall monitor and review the duration of the individual construction phases and recommend if liquidated damage assessments are warranted.

- E. Consultant shall monitor the adequacy of Contractor's equipment and personnel resources, the performance of subcontractors and suppliers, and the availability of materials and supplies in relation to the work projected in the Project schedule forecasts.

Task 2.3 Project Meeting

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

Task 2.4 Change Orders / Authorities for Adjustment

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

Task 2.5 Shop Drawings, Materials and Samples

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

Task 2.6 Requests for Information

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

Task 2.7 Internet-Based Project Management

The Consultant shall utilize an Internet-based project management system, PMWeb, for this Project. The Department will provide the Consultant access to the system, training, and further assistance if needed. PMWeb will be used to generate, coordinate, manage and transmit submittals, and Requests for Information. Project

correspondence shall also be uploaded into PMWeb. Correspondence shall include, but not be limited to:

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

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

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

Task 2.8 Other Internet-Based Systems

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

Task 2.9 Document Control System

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

Task 2.10 Coordination

The purpose of coordination is to proactively cause the Work to be progressed in an efficient and effective manner in accordance with contract provisions, to anticipate, avoid or mitigate conflicts and adverse impacts, and to minimize the cost of the Work assigned to each entity, including the Department. Coordination for obtaining permits from various agencies for the Project is within the Scope of Work. Consultant shall perform Project coordination with respect to the following entities:

- A. Coordination of Project Team
Los Angeles Harbor Department
Design Consultants and their associated subconsultants
- B. Coordination with Construction Contractor(s)
Construction Contractor and its subcontractors

Other contractors on or adjacent to the Project site

- C. Coordination with other Governmental Agencies
South Coast Air Quality Management District
Regional Water Quality Control Board
City of Los Angeles Department of Building and Safety
City of Los Angeles Department of Public Works
Los Angeles Department of Transportation
- D. Coordination with Utilities
Water, power and telephone providers, petroleum companies
Other utility owners affected by the construction
- E. Coordination with Adjacent Tenants
Adjacent tenants affected by the construction work or with a contractual interest in its completion

Task 2.11 Payment Requests

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

Task 2.12 Monthly Progress Reports

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

Task 2.13 Accounting and Cost Control

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

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

Task 2.14 Daily Log

Consultant shall maintain a daily log of jobsite events.

Task 2.15 Visual Media

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

Task 2.16 Site Representatives

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

Task 2.17 Quality Control

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

Task 2.18 Environmental Compliance and Stormwater Pollution Prevention Program Coordination

Consultant shall, while reporting to the Project Construction Manager for the Project, be familiar with all environmental compliance (within Project specification) requirements of each contractor and monitor that all compliance measures are met before, during, and after construction. Monitoring includes periodic audits of environmental compliance related- project files and preparation of required documents for eventual

submittal to the Harbor Department's Environmental Management Division. In addition, Consultant shall conduct environmental testing (soil, groundwater, etc.), monitoring and observations and prepare reports as required for construction of the Project

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

Task 2.19 Claims Management.

Consultant shall assist with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

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

Task 2.20 Specialized Scheduling Services

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

- A. Perform delay analyses;
- B. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the development of "what if" and "but for" scenarios and schedule analyses where appropriate, and making written recommendation(s) regarding claim disposition; and
- C. Assist the Department in negotiating resolution of such claims or actions.

Task 2.21 Independent Estimating Services

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

- A. Review and analyze potential changes to the construction contract;

- B. Provide independent estimates for proposed changes to the construction contract;
- C. Review Contractor price quotations and assist with negotiating costs;
- D. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims; and
- E. Assist the Department in negotiating resolution of such claims or actions.

Task 2.22 Safety Programs

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

Task 2.23 Structure Representative/Engineer (for TIGS only)

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

Task 2.24 City Furnished Materials

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

Task 2.25 Record Drawings

Consultant shall establish controls for, and monitor and report to the Department on the maintenance by Contractor of record drawings. The intent of said controls is to ensure the record drawings are maintained on a current basis and to authorize the monthly payment (if any) for maintenance of record drawings in accordance with the Project specifications.

Task 2.26 Staffing

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

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

Task 3 Post Construction Services

Task 3.1 Project Close-Out Administration

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

- A. Coordinate, schedule and participate in a final inspection of the Project;
- B. Schedule and coordinate all start-up and commissioning of equipment, including, but not limited to:
 - 1. Coordinate pre-start-up meeting with Contractor, Design Consultant and Department staff to confirm equipment is ready for testing/operation and the Contractor's plan for start-up;
 - 2. Observe, with the Design Consultant and Inspection, the field testing and adjustment of equipment;
 - 3. Ensure equipment operation and maintenance manuals have been submitted by the Contractor and accepted by the Engineer and Department operations and maintenance personnel;
 - 4. Coordinate instruction sessions for Department and/or tenant personnel in proper operation and maintenance of equipment; and
 - 5. If specialized maintenance is required, ensure that necessary maintenance contracts are in place to support start of operations.
- C. Make recommendations that may be beneficial to the Department during initial operating period;
- D. Negotiate final Authorities for Adjustment and obtain subcontractor releases;
- E. Obtain and verify the completeness of the Contractor's record drawings and transmit them to the Department;
- F. Perform warranty administration for warranty issues raised by operations and maintenance personnel; and
- G. Upon completion and acceptance of the Project, deliver to the Department computer hardware/software and other equipment purchased through this Agreement and all Project documents and records, both in hard copy and electronic formats.

Task 3.2 Post-Mortem Report

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

Task 3.3 Staffing

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

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

Task 4 Other Services

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

Task 4.1 Partnering Facilitation Services

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

Task 4.2 Quality Assurance Services (for TIGS only)

Provide Acceptance Testing and Independent Quality Assurance services for work under CALTRANS Standard Specifications, as directed by the Engineer.

Task 4.3 Additional As-Needed Services

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

2.2 Schedule of Work

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

Project A - TIGS

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

Project B - TIMSF

Pre-Construction Services:	4months
Construction Services:	24 months
Post-Construction Services:	6 months
Total Contract Duration:	34 months

3. PROPOSAL REQUIREMENTS

3.1 Proposal Questions

All questions regarding this RFP must be submitted, in writing, exclusively to Susana Eldridge, the Contract Administrator, at Seldridge@portla.org by no later than 3pm on Tuesday, October 14, 2025.

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

3.2 Proposal Submission

One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted on or before 3pm PST on Wednesday, November 12, 2025 to:

Susana Eldridge at Seldridge@portla.org

Subject: Construction Management Support Services for Terminal Island Maritime Support Facility and Terminal Island Grade Separation Projects

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered before the deadline set forth above.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) Project organization, personnel, and staffing; 3) Project approach, work plan, management, and timeline; 4) rates, fees, and budget control; and 5) clarity and comprehensiveness of the proposal. See Exhibit F.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for

selecting the Consultant. All recommendations are subject to the approval of the Chief Harbor Engineer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

3.4 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

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

2. Firm Qualifications, Experience and References

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

Identify any members of your proposed team, including proposer's firm and any subconsultant firms, who are former Commissioners, officers or employees of the Harbor Department. Provide their name, proposed team position, and their past position and years of employment/appointment with the Department. If your proposed team does not have any such members, please include a statement in your proposal so stating.

Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the Department.

3. Project Organization, Personnel and Staffing

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

- ☐ Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- ☐ Identify the Project Manager for the proposed services.

- ☐ Complete resumes should be provided as part of an appendix to the proposal.
- ☐ Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff.
- ☐ Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

4. Project Approach and Work Plan

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

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

5. Project Management

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

- ☐ Project kick off meeting
- ☐ Regularly scheduled project team meetings
- ☐ Written progress reports
- ☐ Issue/risk management techniques

6. Cost

Provide pricing and cost information for the Project. Include hourly rates for all proposed team members and a total Project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the Project. Discuss any budget control measures of your firm and proposed subconsultants. Complete Attachment 2 – Method of Compensation and Attachment 3 – Resource Schedule and submit them with your proposal.

7. Business Enterprise Programs and Contract Administrative Requirements

In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:

A) SMALL/VERY SMALL BUSINESS ENTERPRISE (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise Program Affidavit and Consultant Description forms (Exhibit B), fully filled out for your firm and any proposed subconsultants. Please refer to Exhibit B for detailed information relative to these programs and instructions on completing the forms.

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

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

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

B) INSURANCE VERIFICATION LETTER

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

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

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

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

D) IRAN CONTRACTING ACT OF 2010

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

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

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

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

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

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

3.5 Checklist for RFP Submittal Requirements

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

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- ☐ Table of Contents, if included (not required).
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management
 - Cost
- ☐ Attachment 2 – Method of Compensation
- ☐ Attachment 3 – Resource Schedule
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small/Very Small Business Enterprise Program form:
 - Affidavit of Company Status (**Prime**)
 - Consultant Description Form (**Prime and any subconsultants**)
- ☐ Letter from your firm indicating your ability to meet the insurance requirements for this project as described in Section 4.4 of the RFP. **Do not submit an ACORD® Certificate of Liability Insurance sheet alone; it must be submitted with an insurance verification letter.**
- ☐ CEC Form 50 (Bidder Certification)
- ☐ CEC Form 55 (Prohibited Contributors (Bidders))
- ☐ Iran Contracting Act of 2010 Compliance Affidavit
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

4.1 Affirmative Action

Consultant, during the performance of the Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of the Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit A.

4.2 Small/Very Small Business Enterprise Program and Local Business Preference Programs

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit B.

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

NOTE: Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), Equitable Access to Contracting Opportunities, during the term of this Agreement.

4.3 Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See Exhibit D.

4.4 Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's insurance coverage or that the proposer will be able to obtain such coverage should they be selected for award. The proposer must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® certificates submitted without an insurance verification letter will not be accepted.**

1. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

2. Acceptable Evidence and Approval of Insurance

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

Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement

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

Primary Coverage

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

Notice Of Cancellation

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

Modification of Coverage

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

Renewal of Policies

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

Policy Copies

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

Limits of Coverage

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

Right to Self-Insure

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

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

Insurance

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

3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within

Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

4. Automobile Liability Insurance

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

5. Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this "Agreement". This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability. Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement. Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

6. Workers' Compensation and Employer's Liability

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

4.5 Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department when Consultant, or any of its subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

4.6 Compliance with Applicable Laws

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of the Executive Director.

4.7 Governing Law / Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in

the County of Los Angeles, State of California, in the judicial district required by court rules.

4.8 Termination Provision

The Board of Harbor Commissioners, in its sole discretion, shall be able to terminate and cancel all or any part of the Agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants to perform the services described in the Agreement either during or after the term of the Agreement.

4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its subconsultant or the subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

2. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

4.10 Trademarks, Copyrights, and Patents

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

4.11 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

4.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to _____, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement

in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60 day period. The Consultant is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

4.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under the Agreement. No payments will be made under the Agreement without a valid TIN.

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356, relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

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

4.17 Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution

No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit E.

4.18 State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

4.19 Contract Solicitations Charter Section 470 (c) (12)

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

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

4.20 Iran Contracting Act of 2010

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

or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit H).

4.21 Recordkeeping And Audit Rights

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, subconsultants or any individual or entity acting for or on behalf of Consultant or a subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies

due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

EXHIBIT B

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541330**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$25.5 million.

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

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

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☐OBE

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

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

Only one box must be checked:

☐ LBE ☐ Non-LBE

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

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

Award Total: \$ _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?

If your firm is currently certified with any of the following agencies, you do **NOT** need to submit the SBE

(Proprietary) Application:

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW)
- California Department of Transportation (CALTRANS)- Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women's Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- City of Los Angeles – Local Small Business (LSB)
- Los Angeles County – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)
CUCP Agencies include:
 - California Department of Transportation (CALTRANS)
 - L.A. County Metropolitan Transportation Authority (METRO)
 - San Francisco Bay Area Rapid Transit District (BART)
 - San Francisco Municipal Transportation Agency (SFMTA)
 - Santa Clara Valley Transportation Authority (VTA)
 - City of Fresno
 - City of Los Angeles
 - San Diego County Regional Airport Authority (SAN)
 - San Francisco International Airport (SFO)
 - San Mateo County Transit District (SAMTRANS)

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

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

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

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

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

Send completed application to:

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

For Assistance:

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

Where can I find more information?

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



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

- ☐ NO
- ☐ YES

If yes, please provide the following information:

Project Name: _____

RAMP ID Number: _____

Bid/RFP Number: _____

Due Date: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

I. GENERAL INFORMATION			
HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? ☐ YES ☐ NO			
IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):		HAS FIRM EVER BEEN DENIED CERTIFICATION? ☐ YES ☐ NO IF YES, WHICH AGENCY & DATE:	
LEGAL BUSINESS NAME		FICTITIOUS OR DOING BUSINESS AS (DBA) NAME(S):	
STREET ADDRESS OF PRINCIPAL OFFICE LOCATION (DO NOT USE PO BOX)		CITY	STATE ZIP
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE ZIP
FEDERAL EMPLOYER ID NUMBER (FEIN)	DATE FIRM ESTABLISHED:	WEBPAGE ADDRESS:	
PRIMARY POINT OF CONTACT: (NAME & TITLE)	PHONE NUMBER:	FAX NUMBER:	
	OTHER PHONE NUMBER:	EMAIL ADDRESS:	
ADDRESSES OF OTHER LOCATIONS, FACILITIES, STORAGE SPACES, ETC. (ATTACH ADDITIONAL PAGES IF NECESSARY)			
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
METHOD OF ACQUISITION: ☐ STARTED NEW BUSINESS ☐ PURCHASED EXISTING BUSINESS ☐ INHERITED BUSINESS OTHER (EXPLAIN): _____			
BUSINESS STRUCTURE: ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ JOINT VENTURE TYPE OF BUSINESS: ☐ CONSTRUCTION ☐ MANUFACTURING ☐ SERVICE/CONSULTING ☐ WHOLESALER/RETAILER ☐ DISTRIBUTOR/BROKER ☐ CONCESSION ☐ TRUCKER ☐ OTHER _____			
IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:			
CONTRACTOR'S LICENSE NUMBER:		LICENSE CLASSIFICATION CODE(S) :	
ENTER FIRM'S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)			NUMBER OF EMPLOYEES:
NUMBER OF: OWNERS _____ OFFICERS _____ DIRECTORS _____			
HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP? ☐ YES ☐ NO			
IF YES, PROVIDE PREVIOUS OWNERSHIP, BUSINESS STRUCTURE, DATE THE CHANGE OCCURRED, AND BRIEF EXPLANATION OF CHANGE:			



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS	TITLE	% OWNERSHIP	HOME ADDRESS (STREET, CITY, STATE, ZIP)

III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:

	YES	NO
1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?	☐	☐
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?	☐	☐
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?	☐	☐
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?	☐	☐
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS?	☐	☐
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?	☐	☐
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?	☐	☐
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?	☐	☐

IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH
"YES" RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)

1) OWNER/OFFICER NAME	2) OWNER/OFFICER NAME	3) OWNER/OFFICER NAME
BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
NATURE OF BUSINESS	NATURE OF BUSINESS	NATURE OF BUSINESS
NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM

IV. BUSINESS CLASSIFICATION

PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES:

USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM'S AREA(S) OF SPECIALTY.

THE PRIMARY NAICS REPRESENTS THE FIRM'S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES.

FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: [HTTP://WWW.NAICS.COM/SEARCH.HTM](http://www.naics.com/search.htm)

6 DIGIT NAICS CODE & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that all information submitted in the Small Business Enterprise application, and any additional information to determine eligibility is true and correct.

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST

SUBMIT REQUIRED DOCUMENTATION FOR ALL CATEGORIES BELOW THAT APPLY TO YOUR BUSINESS.

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

- ☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for **each owner** including all schedules and statements.
- ☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business **and** each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.
- ☐ If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- ☐ If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

PARTNERSHIP

- ☐ Partnership Agreement and Amendments

CORPORATION

- ☐ Articles of Incorporation (*signed by the state official with approval date*)
- ☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

LLC

- ☐ Articles of Organization, as filed with State
- ☐ LLC Statement of Information
- ☐ Operating Agreement and Amendments

JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

- ☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business
- ☐ Current Motor Carrier Permit

Exhibit D - Business Tax Registration Certificate (BTRC) Number

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to <http://finance.lacity.org/>, to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411