



Expo

**Exposition Metro Line
Construction Authority**

707 Wilshire Boulevard
34th Floor
Los Angeles, CA 90017

213.243.5500
BuildExpo.org

July 15, 2011

**SUBJECT: Exposition Corridor Light Rail Transit Project
Request for Proposals RFP No. XP8902-008 Venice Boulevard Underpass –
Communication Lines Joint Trench Coordination & Design (JTCD)**

The Exposition Construction Authority (Expo or Authority) is seeking proposals from qualified firms to provide professional services for the VBU joint trench project. The enclosed information has been prepared to assist in the preparation of your proposals.

Please provide your firm fixed price (FFP) proposal to furnish all related services required to coordinate and design all elements of the proposed joint trench communications duct bank at Venice Boulevard with the following provisions. As an option on this contract, the Authority may ask the selected design firm to provide construction management for this work, as well as contract management assistance with the billing for some of DWP's design and construction work (reimbursable to the Authority based on license agreement research). If the option is exercised this work would be negotiated on a time a material basis with the consultant.

Pre-Proposal Meeting

The pre-proposal meeting for this project will be held on July 21, 2011 at 2:00 p.m. at the Authority's offices located at 707 Wilshire Blvd, 34th Floor, Los Angeles, CA 9001.

Proposal Due Date

Please submit an original and three copies of the technical proposal along with the cost proposal in a separately sealed envelope containing three copies of cost proposals. The proposals must be received at the offices of the Authority no later than 2:00 p.m. on August 8, 2011. Late proposals will not be accepted.

Proposal Submittal Requirements

The Proposal should be typed and submitted on 8.5 inch x 11 inch paper and should be no more than 10 pages in length, excluding an appendices.

Proposers shall submit the forms and documents listed below with Proposal in a sealed envelope, with cost proposal in a separate envelope clearly marked "Cost Proposal: VBU JTCD" to the attention of Roslyn M. Lewis, Contract Administrator at the Authority's offices located at 707 Wilshire Blvd, 34th Floor, Los Angeles, CA 90017.

The Proposal should contain:

1. Form of PSL- Form of Proposal Letter
2. Form BP – Cost Proposal(in separate sealed envelope)
3. Form NC Non Collusion Affidavit
4. Form CCD Information sheet-Campaign Contribution Disclosure
5. Form GD Gift Disclosure
6. Form SUBS – Listing of Subcontractors

Note: Subcontractors must also submit Items 3, 4 and 5

RFP and Contract Schedule

RFP issued	July 15, 2011
Pre-Proposal meeting	July 21, 2011
Questions due	July 27, 2011
Answers to any questions/addendum issued	July 29, 2011
Proposal Due, 2:00 pm	August 8, 2011
Anticipated Contract Award	August 24, 2011
Notice to Proceed	August 31, 2011

Contract Completion Deadlines

Substantial Completion of design package – 45 days after the Authority receives DWP-PS design plans. The Authority anticipated date to receive DWP-PS plans is September 22, 2011.

Final Construction and Coordination Schedule for all five companies' work is due following submittal of plans, specs, and estimate and will be dependent on VBU design/build contract award and early deliverables from that contractor.

Questions

All questions/clarifications, including any exceptions to the terms and conditions of the contract regarding this RFP shall be directed in writing to Roslyn M. Lewis, Contract Administrator at rlewis@exporail.net. These questions are due on July 27, 2011 at 2:00 p.m.

Basis for Award and Contract Type

Any contract resulting from this RFP will be awarded to the most qualified Offeror. The contract type for this project will be firm fixed Price (FFP).

The proposals will be scored based on firm's experience, qualifications, availability of the assigned key personnel, and on the proposed design and coordination schedule as follows:

Experience / qualifications of the firm	25%
Availability of Person in charge / PM / staff assigned	25%
Recent direct experience with DWP PS	15%
Proposed design and coordination schedule	25%
Work backlog and current projects	5%
Office and PM location	5%

The final combined score will determine a final ranking of the firms. Any negotiations will be initiated with the highest ranked Offeror. Should the Authority be unable to negotiate a satisfactory business agreement with the highest ranked Offeror, it retains the right to terminate negotiations and open negotiations with the next highest ranked.

Protests

See attachments for the protest procedures.

Insurance Requirements

The firm fixed price shall include the costs of insurance in accordance with the contract documents at the following levels:

Consultant shall, before performing any Services under this Agreement, procure and maintain insurance coverages in the form and amounts listed below, and shall provide the Authority with certificates of insurance evidencing such coverages within ten (10) working days of signing this Agreement.

- a. Minimum Scope of Insurance. Coverage shall endure for at least the term of this Agreement and include at least:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
 2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 4. Professional Liability Insurance
- b. Minimum Limits of Insurance: Consultant shall maintain limits of no less than:
 1. General Liability: \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
 4. Professional Liability: \$ \$2,000,000 per occurrence.
- c. Endorsements: The insurance policies required herein shall contain, or be endorsed to contain, the following provisions:
 1. Exposition Metro Line Construction Authority, its officials and employees and Los Angeles County Metropolitan Transit Authority (Metro) are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned leased, hired or borrowed by the Consultant. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage

- shall contain no special limitations on the scope of protection afforded to Metro, its subsidiaries, officials and employees.
2. For any claims related to this Project, the Consultant's insurance coverage shall be primary insurance as respects Authority, its officials and employees and Metro. Any insurance or self-insurance maintained by Authority shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, officials and employees and Metro.
 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Authority.
 6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of Authority.
 7. Professional Liability insurance shall be continued, and evidence provided to Authority, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.
- d. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000 approved by Authority. Liability for any deductibles or self-insured retentions, regardless of amount, shall be entirely the responsibility of Consultant.
- e. Required Ratings. Insurance is to be placed with California-admitted insurers having ratings not less than "A- VII" in the current A.M. Best's rating guide, unless otherwise approved by Authority. All required insurance shall include unconditional agreement of the insurers to provide thirty (30) days prior written notice of cancellation (or ten (10) days prior written notice if cancellation is for non-payment of premium) to the Authority before such cancellation may apply to coverage interests of the Authority.
- f. Verification of Coverages.
Consultant shall furnish Authority with original endorsements and certificates of insurance evidencing coverage required by this clause as set forth above and on a continuing basis, including renewals or replacements, throughout the term of the Agreement, and, with respect to professional liability insurance, for the number of years after completion of the Services as provided in this Agreement. All documents are to be signed by a person authorized to bind coverage on behalf of the insurer. All documents are to be received and approved by Authority before performance of the Services commences. If requested by Authority, the Consultant shall submit copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications. Failure of the Consultant to maintain the insurance required in this Agreement shall constitute a material breach of this Agreement.
- g. Subconsultant Insurance.
If the Consultant engages subconsultants in performance of the Services under this Agreement, the Consultant shall include all subconsultants as insured under its policies or shall require each such entity to obtain and maintain insurance as is required of Consultant herein, unless otherwise agreed by the Authority, and shall delivery to the Authority certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein. If requested by Authority, the Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

1. Attachment A Statement of Work
2. Attachment B Cost Proposal Form
3. Attachment C Forms and Required Documents
4. Attachment E Sample Contract
5. Attachment D Protest Procedures

Sincerely,

Roslyn M. Lewis
Contract Administrator

Attachments