



**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQI) #25-001
A&E Services for LBT Electrification Infrastructure Project**

July 31, 2024

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ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFQ are posted at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=28908>

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SECTION 1 – INVITATION AND SCHEDULE OF EVENTS

Long Beach Transit (LBT) is soliciting proposals from California-licensed architect and engineering firms (proposers) pursuant to California Public Contract Code section 22160 et seq. to develop a comprehensive project manual (approximately 30% conceptual design) for the Phase 4 BEB Charging Expansion at the LBT1 bus facility to support a subsequent Design-Build project. The selected Consultant will attempt to obtain environmental clearance for the project by pursuing a categorical exclusion from the National Environmental Policy Act (NEPA) while simultaneously creating detailed plans, designs, specifications, and estimates for the necessary infrastructure upgrades to support the Phase 4 expansion. The Consultant will also coordinate with Southern California Edison and align their work with existing programs and rebates.

The Consultant's role extends beyond the initial design phase and includes providing ongoing support throughout construction and commissioning acting as a technical resource for the future Design-Build contractor. The project involves significant infrastructure enhancements to accommodate up to 130 battery electric buses (BEBs), including new power feeds, switchgears, smart energy management systems, and overhead BEB charging canopies integrated with solar photovoltaic generating systems. The design must cater to the interoperability of various bus types and charging systems, ensuring seamless operation even as older buses remain in service. Refer to Attachment L for additional Scope of Work details.

The project-specific location is LBT1, Operating, and Maintenance Facility, located at 1963 E Anaheim Street, Long Beach, CA, 90813. The Consultant shall take into consideration that Long Beach Transit operations must be maintained, 24/7/365. Every design decision shall reflect that fact.

LBT has determined there is a perceived or real conflict of interest for the Consultant, and its subconsultants, performing this scope to perform work under the future Design-Build project procurement. The successful proposer will be precluded from the competition of the future Design-Build project procurement to avoid a competitive advantage, impaired objectivity, or impartial bias.

This project is funded in whole or in part by the FTA and must meet all Federal, State, and local design and equipment requirements. Federal Clauses are included in Attachment F.

The selected proposer shall ensure the design and all recommended equipment is compliant with the requirements of Southern California Edison's Charge Ready Transport Program. LBT intends to pursue all rebates and incentives under this program.

Subject to the Board of Directors' approval, the services described in this RFQ and in the proposed Agreement are for a period of three (3) years ("initial term"), beginning on the Effective Date and ending at the completion of construction activities which is estimated at approximately three (3) years from the Effective date. LBT will have the right to extend the Proposer's Contract for up to two additional one (1) year options.

This is a public works project. The successful awardee shall be responsible for the payment of prevailing wage rates, the training of apprentices, and compliance with other related requirements. Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of contract award. (See Labor Code sections 1725.5 and 1771.1.) Each proposer must submit proof of contractor registration with the DIR prior to commencing work (e.g. electronic copy of the relevant page of the DIR's database found at <https://www.dir.ca.gov/public-works/contractor-registration.html>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

LBT intends to adhere to the following solicitation schedule, but it is subject to change at the agency's discretion:

Schedule of Events	Date	Time
RFQI Issue Date	July 31, 2024	Not Applicable
Pre-Proposal Conference (not mandatory)*	August 22, 2024	1:00 PM
Written Questions Due	September 5, 2024	2:00pm (PST)
Written Answers Due	September 19, 2024	5:00pm (PST)
Proposal Due Date	October 3, 2024	2:00pm (PST)
Anticipated Contract Execution		Not Applicable

*A pre-proposal conference to clarify any contractual or technical questions for this RFQ will be held via Zoom. Proposers attending the Zoom meeting must email Majed Albokaei at malbokaei@lbtransit.com to obtain conference call-in information. Attendance is not required to submit a proposal.

QUESTIONS WILL ONLY BE ACCEPTED IF SUBMITTED ON PLANET BIDS.

Responses to questions and addendums will be posted at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=28908>

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

SECTION 2 – PROPOSAL INSTRUCTIONS

The following instructions and conditions apply when responding to this RFQ:

2.0 DEFINITIONS

For the purpose of this RFQ:

1. “LBT” shall mean Long Beach Transit (LBT), Purchaser, Owner, Buyer, FTA Recipient, or Grantee.
2. “Proposer” shall mean Seller, Consultant, or Contractor.
3. FTA means Federal Transportation Administration.
4. DBE means Disadvantaged Business Enterprise
5. RFQ means Request for Qualifications and Proposals
6. LBT1 shall mean the Operating and Maintenance Facility located at 1963 E Anaheim Street, Long Beach, CA, 90813.

2.1 QUESTIONS REGARDING RFQ AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFQ must be requested in writing via Planet Bids no later than the date indicated in Section 1, Schedule of Events. All written questions will be answered in writing and conveyed to all proposers. Oral statements concerning the meaning or intent of the contents of this RFQ by any person are not considered binding. The point of contact for this RFQ shall be:

Majed Albokaei

Senior Buyer

562-599-8553

malbokaei@lbtransit.com

<https://www.planetbids.com/portal/portal.cfm?CompanyID=28908>

All communications regarding this solicitation shall be made directly with the designated Buyer. Any verbal or written communications between any potential or actual proposer, or its representatives, and any LBT Board Member, staff member, committee member, or Consultant regarding this procurement are strictly prohibited from the date of the RFQ advertisement through the date of execution of the agreement. The only exception to this is communications at a publicly-noticed meeting of the LBT Board of Directors.

Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement.

2.2 PROPOSAL SUBMITTANCE

Proposals must be submitted in strict compliance with the Proposal Instructions as prescribed within this RFQ and must be received electronically through LBT’s online

portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=28908> no later than **4:00 PM** on or before **October 03, 2024**. Proposers shall complete the Proposal Submittal Checklist (Attachment K) and submit it as part of the Proposal. Allow sufficient time to upload all the proposal documents.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

THE COST PROPOSAL (ATTACHMENT B) MUST BE UPLOADED TO PLANETBIDS IN A SEPARATE ELECTRONIC SUBMISSION FOLDER FROM ALL OTHER REQUIRED PROPOSAL FORMS.

2.3 PROPOSAL VALIDITY

All Proposals submitted must be valid for a period of 120 days from the “Proposal Due Date”.

2.4 PROPOSAL FORMS

Your Proposal must include all forms provided and requested by LBT. Proposals submissions that do not incorporate all forms provided and requested by LBT may be considered non-responsive and may be rejected. Your Proposal shall include the properly completed and signed Attachment B, Cost Proposal Form; as well as all mandated FTA **required** forms and certifications.

2.5 PROPOSAL CHANGES

Any verbal modifications of the conditions or specifications documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued in the form of written addendums to this RFQ from the Buyer’s Procurement Department shall be considered valid and binding

2.6 PROPOSAL LIST

The Buyer reserves the right to remove from mailing lists for future Proposals, for an indeterminate period of time, the name of any Proposing Company for their failure to accept a contract, failure to respond to two (2) consecutive Requests for Proposal, and unsatisfactory performance. Please note that a “No Proposal” is considered a response.

2.7 PROPOSAL FORM PROVISIONS

No form provisions, terms, conditions, requirements, and the like shall be considered as part of the Proposal unless a statement is typed or written on the Proposal that such form provisions are intended to be part of the Proposal.

2.8 WAGES – WORKER’S COMPENSATION

Proposing Companies are reminded that not less than minimum salaries and wages set forth by the Department of Industrial Relations; State of California must be paid on this project. Proposers’ sole responsibility is to comply with those prevailing wages under California Labor Code 1770-1781. If a dispute based upon the prevailing wage laws occurs, Proposer, at its expense, shall indemnify, defend (including Proposers providing and paying for legal counsel for LBT), and hold harmless LBT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws. Additionally, Proposing Companies must also be compliant with requirements relating to Worker’s Compensation and conditions of employment.

2.9 EQUAL OPPORTUNITY

The Buyer hereby notifies potential proposers that all firms will be afforded equal opportunity to submit proposals in response to this request and will not be discriminated against in consideration for award on the basis of race, religion, color, sex, creed, marital status, ancestry, physical or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

2.10 QUESTION AND APPEAL PROCEDURES

- (1) All requests for clarifications of specifications, and protests of specifications must be received by the Buyer in writing in the PlanetBids Q&A section no later than the date as specified on the “Written Questions Due” date on the Schedule of Events. Verbal inquiries will not be accepted.
- (2) Buyer replies to requests under paragraph 2.10 (1) above will be dated no later than the “Written Answers Due” date as specified in the Schedule of Events. Any verbal replies are not to be considered valid.
- (3) Any requests for clarifications of specifications, and protests of specifications must be clearly labeled “Not A Bid” and submitted on or before the Written Questions due date mentioned in Section 1. The Buyer is not responsible for failure to address an appeal that has not been labeled as such.

2.11 CALIFORNIA LEVINE ACT

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Agency Board Member from participating in or influencing the decision on awarding a contract with the Agency to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Agency Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Agency or for three months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement (Attachment I).

2.12 APPENDICES

Information considered by the Proposing Company to be pertinent to this RFQ and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposing Companies are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

2.13 TAXES

- A. The Buyer is exempt from the payment of Federal Excise And Transportation Taxes, so such taxes shall not be included in Proposal prices.
- B. This Proposal is subject to a State and Local Sales Tax, which shall be shown separately but is a part of the Contract price.

2.14 PRE-CONTRACTUAL EXPENSES

The Buyer will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposing Company for the following:

- A. Preparing the Proposal in response to this solicitation;
- B. Submitting that Proposal to the Buyer;
- C. Negotiating with the Buyer any matter related to this Proposal; and/or
- D. Other expenses incurred by the Proposing Company prior to the date of award.

2.15 JOINT OFFERS

Where two or more Proposing Companies desire to submit a single Proposal in response to this RFQ, they should do so on a prime-subcontractor basis rather than a joint venture. The Buyer intends to contract with a single firm and not with multiple firms doing business as a joint venture.

2.16 PROPOSAL PROTEST PROCEDURES

The Buyer has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Buyer's representative responsible for this procurement. Any protest filed by a Proposing Company in connection with this solicitation must be submitted in accordance with Buyer's written procedures.

2.17 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of any plans, specifications, or other pre-proposal documents will be made to any Proposing Company orally. Every request for such interpretations shall be in writing addressed to the attention of the Buyer listed above. Such requests must be received at least fifteen (15) working days prior to the date fixed for the opening of general Proposals respectively. Any and all such interpretations and any supplemental

instructions will be in the form of written addenda to the specifications and, if issued, will be posted on PlanetBids. It is the Proposing Company's responsibility to ensure all requests are received and answered by the Buyer in a timely fashion.

- B. Failure of any Proposing Company to receive any such addendum or interpretation shall not relieve such Proposing Company from any obligation under its Proposal as submitted. All addenda so issued shall become part of the Contract Documents. Proposing Company shall assume full responsibility for making itself completely aware both of the existence and contents of all addenda. Each Proposing Company will be presumed to have inspected any relevant site, and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposing Company to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposing Company from any obligation with respect to the Proposal submitted.

2.18 SUB-CONSULTANTS

A listing of all sub-consultants performing work for the prime Contract in an amount, equal to or in excess of ten (10%) percent of the total Proposal Amount, shall be submitted and received with the Proposal. This list of sub-consultants is a part of the Proposal Package, and failure to submit said listing may constitute an incomplete Proposal. The list of sub-consultants shall be included in Attachment H-1, (DBE) Participation Requirements;

2.19 PROPOSER'S LICENSING REQUIREMENTS

The successful Proposing Company and their (applicable) subcontractor(s) may be required to possess a business license from the City of Long Beach, California, along with any specialty licenses necessary for this project. All personnel designated to work on this project must possess valid licensing throughout the entirety of the project. Proposers shall be licensed as an Architect or Engineer capable of acting as the "Architect of Record" in accordance with California Business and Professions Code §§ (6700 – 6799) the laws of the State of California, County of Los Angeles, and the City of Long Beach.

Furthermore, the Proposing Company shall ensure that any and all sub-consultants fully comply with any other appropriate licensing requirements. The Proposing Company shall also certify that all information provided and representations made in the proposal are true and correct, and made under penalty of perjury. Failure to provide the information requested on any certification forms or elsewhere as part of the Proposal may be cause for rejection of the Proposal.

2.20 PROPOSAL RESPONSIVENESS

Proposing Companies shall respond to this RFQ with respect to any and all sections, terms, conditions, requirements, specifications and drawings, and the like. Failure to submit a complete response will likely result in proposal rejection.

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey a reasonable understanding of all requirements, terms, and conditions for the performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, and examining documents for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer’s services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) days following the date of submittal; and
- The Proposer is and will be in compliance with the RFQ’s requirements, terms, and conditions.
- All personnel designated to work on this project will possess valid licensing throughout the entirety of the project.

2.21 CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Consultant gives the Contracting Officer written notice stating-

- (1) The date, circumstances, and source of the order; and
- (2) That the Consultant regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Consultant to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Consultant’s cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days

before the Consultant gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Consultant in attempting to comply with the defective specifications.

(e) The Consultant must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Consultant for an equitable adjustment shall be allowed if asserted after final payment under this contract.

2.22 PROPOSAL FORMAT AND CONTENT

a. Presentation

Proposals should not include any unnecessarily elaborate or promotional material. The formats for the technical and cost proposals shall be as shown below. Proposing Companies are urged to be thorough in the presentation of their proposals. Material shall be presented in the order of the format below. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

b. Letter of Transmittal

The Letter of Transmittal should identify the proposing company and demonstrate the firm's understanding of the project and services required and the anticipated outcomes. Specifically, the Letter of Transmittal shall be addressed to the Buyer as indicated in Section 1 of these instructions and must, at a minimum, contain the following:

1. Identification of the Proposing Company, including name, address, and telephone.
2. Proposed working relationship between the Proposing Company and subconsultants, if applicable.
3. Acknowledgment of receipt of all RFQ addenda, if any.
4. Name, title, address, and telephone number of contact person during the period of proposal evaluation.
5. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
6. Signature of a person authorized to bind the Proposing Company to the terms of the proposal.

c. Executive Summary

1. In addition to any introductory remarks in the Executive Summary, the Proposing Company shall state its understanding of the overall project objectives and the skill levels required to successfully accomplish the project objectives. Key points of the proposal should be summarized including: primary tasks or events, the approach to being employed, any innovative techniques or solutions, insights, resources, requirements, etc.
2. This summary shall also state whether the proposal does or does not fully comply with the requirements as defined in this RFQ, noting any exceptions, and shall be signed by an authorized representative of the company.

d. Technical Proposal

1. Qualifications, Related Experience, and References of the Proposing Company

This section of the proposal should establish the ability of the Proposing Company to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, workload, record of meeting schedules on similar projects, and supportive client references.

The Proposing Company shall:

- i. Provide a brief profile of the firm including the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and number of employees.
- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede The Proposing Company's ability to complete the project.
- iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the Key Personnel proposed for assignment to this project. LBT is particularly interested in selecting a Proposer who has a thorough understanding and extensive experience with transit facilities, energy storage systems, complex transit electrification solutions, and the Scope of Work outlined herein. Describe experience in similar projects, particularly in the transit and public sector environments. Any value-added services should be included here. The Proposing Company must demonstrate to the satisfaction of the Buyer that it has sufficient resources, capabilities, and experience to meet the business needs as stated in this document.

The Proposing Company shall state and identify its involvement with other clients for both past and present projects. The Proposing Company shall state the client's name, and references (See 5 below) for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude, and complexity. The Proposing Company's involvement and responsibility should be defined for each project.

- iv. Identify any proposed subconsultants by company name, address, contact person, and telephone number, and project function.
- v. Provide a minimum of three references within the last five years, from previous or current clients, with a similar scope of work as outlined within this RFQ. Furnish the name, title, address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed. Proposers must also submit Attachment E, References.
- vi. Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subconsultants proposed.

2. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Proposing Company to manage the project as well as identify Key Personnel assigned. The Proposing Company shall:

- i. Indicate adequacy of labor resources utilizing a table projecting the approximate labor-hour allocation to the project by individual task.
- ii. Include the name and roles of the Proposing Company's Project Manager and other key managerial and technical personnel to be assigned to the project in the specified tasks and include major areas of any subcontract work.
- iii. Include a statement certifying that the Key Personnel will be available to the extent proposed, for the duration of the project in the manner prescribed, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Buyer.
- iv. Include and thoroughly explain the project organization and control measures, including the proposed quality assurance plan.

- v. Include a statement signed by a duly authorized officer of the Proposing Company to the effect that all personnel offered in the proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the project at the person-hour level shown.

3. Resumes

Each technical proposal shall include a resume of not more than two pages, for each key staff member including the Project Manager, task and discipline leaders, and key specialists. Resumes will include: title, years of experience, education, professional registrations, specific prior assignments with name of client, specific project role and responsibilities, and start and end dates for each assignment.

4. Work Plan

The Proposing Company shall provide a narrative, which addresses the Technical Specifications and shows The Proposing Company's understanding of the Buyer's needs and requirements.

The Proposing Company shall:

- i. Describe the approach to completing the tasks specified in the Technical Specifications.
- ii. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- iii. Furnish a detailed schedule with key project milestones for completing the tasks in terms of elapsed weeks from the project commencement date.
- iv. Identify methods that the Proposing Company will use to ensure quality control as well as budget and schedule control for the project.

The Proposing Company may also propose procedural or technical enhancements/innovations to the General Requirements and Technical Specifications, which do not materially deviate from the objectives or required content of the project.

5. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFQ, separating "technical" exceptions from "contractual" exceptions. Where the Proposing Company wishes to propose alternative approaches to meeting the Buyer's technical or contractual requirements, thorough explanations are required. LBT, at its sole discretion, may modify or reject any exception or proposed change. The exceptions will be taken into consideration when evaluating the section that is most applicable to the exception listed.

If no exceptions are requested or identified during the Q&A phase, Proposer(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as set forth in the solicitation. Exceptions may not be considered after this phase of the solicitation.

f. Cost and Price Proposal

1. Cost Proposal (Attachment B) must be uploaded to PlanetBids in a separate electronic submission folder from all other required proposal forms.
2. As part of the cost and price proposal, the Proposing Company shall submit proposed pricing for each task described in the Scope of Work.
3. All prices expressed by the proposer in its offer must be firm, expressed in U.S. dollars, and defined as to be understandable and without ambiguity as to the meaning. The cost proposal shall describe the hourly rate for all employees assigned to this contract and all costs of performing the work including costs associated with the administrative and risk responsibilities assigned to the Proposer.
4. The Proposing Company shall only be reimbursed for indirect rates that comply with Federal Acquisition Regulations (FAR) Part 31.2. LBT will accept approved rates by the Defense Contract Audit Agency (DCAA) or another approved governmental entity. Said proposed indirect rates will be subject to audit prior to a notice to proceed with the work contemplated in the agreement. In the alternative, LBT reserves the right to audit the proposed rates and make an appropriate adjustment to the prior billings at any time prior to the final payment of the Proposer.
5. The Proposing Company shall complete the Cost Proposal Form (Attachment B), included with this RFQ, and furnish any narrative required to explain the prices proposed.

SECTION 3 – EVALUATION AND SELECTION CRITERIA

3.0 EVALUATION OF PROPOSALS

This RFQ includes specific requirements that will be used for the evaluation of Proposals. To be considered a responsive Proposal, the Proposing Company will submit all information as required in the Proposal Submittal Checklist, General Requirements, Scope of Work, and Technical Specifications. Selection of the Proposer will be made in accordance with California Government Code Section 4525 et. seq. The selection of professional services is made on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services at a price determined by the Buyer as being fair and reasonable. The Buyer will evaluate Proposals with respect to established evaluation criteria. As part of the evaluation process, the Buyer may request that selected Proposing Companies appear for oral interviews after reviewing the written Proposals. Proposing Companies should be prepared to have key management personnel available for these interviews.

If interviews are conducted, the Buyer will notify the Proposing Company of the date and time at which the interview will occur. The Buyer may also request additional information to clarify or assist in the evaluation.

3.1 EVALUATION PROCEDURE

An evaluation committee, in accordance with the criteria established, will evaluate all proposals received as specified. Based on that evaluation, LBT may select finalists for possible interviews and discussions related to the submitted proposal. Proposing companies should be aware, however, that an award may be made without interviews or further discussion. Once the evaluation process is complete, LBT will enter into negotiations with the highest-ranked Proposer. If an agreement cannot be reached, then negotiation proceeds with the next highest-ranked firm's cost proposal.

3.2 SCORING SCHEDULE

	Evaluation Criteria	Allocation
A	Proposer Experience with Similar Projects	35 Points
B	Key Personnel Qualifications and Project Organization	25 Points
C	Technical Solutions/Work Plan	25 Points
D	References	10 Points
E	Proposer Responsiveness	5 Points
	Total Possible:	100 Points

3.3 EVALUATION CRITERIA

An award will be made to the highest ranked Proposer who is most qualified and offers a fair and reasonable price to the agency. Proposers may earn up to a maximum of 100 points. Proposals will be evaluated in accordance with the following criteria:

1. Overall Firm Background and Proposer Experience with Similar Projects:
In evaluating a proposer's experience with similar projects, a favorable proposer shall demonstrate:
 - Extensive experience with projects of similar scope and size of service as outlined in the Scope of Work, including experience with public sector entities.
 - Overall firm's strength, financial stability
 - Staffing capability, current workload and availability of Key Personnel
 - A record of meeting schedule requirements on similar projects
 - A variety of experience performing similar public works projects with public, government, and transit agencies. Proposers with a deep understanding of federal, state, and local laws will be considered more favorably, including firms with experience in design-build project delivery methods.

Point Distribution

- 25 - 35 points – *Demonstrated extensive experience with similar work/has serviced municipalities; more than 10 years of experience as a firm. Firm is in strong financial position, has excellent availability of Key Personnel and supporting staff, and firm possess a strong track record of meeting schedule requirements on similar projects.*
- 15 - 24 points – *Adequate experience with similar work/has serviced municipalities; more than 10 years of experience as a firm. Firm is in adequate financial position, has adequate availability of Key Personnel and supporting staff, and firm possess an average track record of meeting schedule requirements on similar projects.*
- 1 - 14 points – *Minimal experience with similar work/has serviced municipalities; more than 10 years of experience as a firm. Firm is in fragile financial position, has minimal availability of Key Personnel and supporting staff, and firm possess a limited track record of meeting schedule requirements on similar projects.*

2. Key Personnel Qualifications and Project Organization:
Favorable proposer's key personnel will possess:
 - An appropriate level or combination of education, certifications, licensing, experience, and background for the project.
 - Experience in transit design projects similar to the Scope of Work will be evaluated more favorably.
 - Adequacy of labor resources.
 - Clear project organization and control measures, including the proposed quality assurance plan, and the proposal shall include the names and roles of key managerial and technical personnel to be assigned to the project in the specified tasks and include major areas of any subcontracted work.

Point Distribution

- 18 - 25 points - *Key personnel have excellent qualifications, active licenses, and extensive experience with similar projects; will be heavily involved with the project. Proposer has clearly identified all project personnel and tasks they will perform, project organization, control measures, and subcontracted work.*

10 - 17 points – Key personnel have adequate qualifications, active licenses, and some experience with similar projects; will be adequately involved with the project. Proposer has to some extent identified project personnel and tasks they will perform, project organization, control measures, and subcontracted work.

1 - 9 points – Key personnel have minimal qualifications, active licenses, and minimal experience with similar projects; will be somewhat involved with the project. Proposer has not identified all project personnel and tasks they will perform, project organization, control measures, and subcontracted work.

3. Technical Solutions/Proposer Work Plan:

A favorable proposer will demonstrate:

- A clear understanding of the scope of services as evidenced by a complete work plan that describes the proposer's approach and fulfills all requirements outlined in the Scope of Work.
- A clear explanation of the activities that would be undertaken in completing the tasks, the sequence of tasks, and specify which proposed team members will perform each task.
- Proposals shall include a detailed work schedule representing all major project milestones for completing the tasks in terms of elapsed weeks from the project commencement date
- Also, the favorable proposer will identify methods that will be utilized to ensure quality control as well as budget and schedule control for the project.

High-quality, creative, tactful, and complete proposals showing the proposer's understanding of the project and willingness to comply with standard contract requirements will be evaluated more favorably.

Point Distribution

18 - 25 points – It is clear that the proposer has an excellent understanding of the project and its needs. Proposer has provided a clear sequential explanation of the tasks that need to be completed and the Key personnel that will complete them. Proposer has included a detailed project schedule and identified all key milestones. Additionally, Proposer has clearly identified the methods that will be utilized to ensure quality, budget, and schedule control for the project.

10 - 17 points – The proposer has a general understanding of the project and its needs. Proposer has provided an adequate sequential explanation of the tasks that need to be completed and the Key personnel that will complete them. Proposer has included an adequate project schedule and identified some key milestones. Additionally, Proposer has adequately identified the methods that will be utilized to ensure quality, budget, and schedule control for the project.

1 - 9 points – It is clear that the proposer has a minimal understanding of the project and its needs. Proposer has provided a minimal explanation of the tasks that need to be completed and has not identified all Key personnel that will complete them. Proposer has included vague project schedule omitting some or all key milestones. Additionally, Proposer has vaguely identified the methods that will be utilized to ensure quality, budget, and schedule control for the project.

4. References:

Proposers that provide a minimum of three references within the last five years, from previous or current clients, with a similar scope of service as outlined within

this RFQ will be evaluated more favorably. LBT reserves the right to consider references from other sources available to LBT.

Point Distribution

7 - 10 points – Proposer has provided three references within the last five years for projects with a similar scope of service as outlined within this RFQ.

4 - 6 points – Proposer has provided two references within the last five years for projects with a similar scope of service as outlined within this RFQ.

1 - 3 points – Proposer has provided one or zero references within the last five years for projects with a similar scope of service as outlined within this RFQ.

5. Proposer Responsiveness:

LBT will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFQ immediately after receipt of the Proposal Documents. LBT may exclude from further consideration any non-responsive Proposal. A responsive Proposal is a Proposal that conforms, in all material respects, to the RFQ Documents.

Point Distribution

3 - 5 points – Proposer has sufficiently responded to all required elements outlined within this RFQ.

1 - 2 points – Proposer has not responded to all elements outlined within this RFQ.

3.4 AWARD

- A. Award will be made to the highest-ranked proposer offering a price determined to be fair and reasonable.
- B. The Buyer reserves the right to withdraw this request at any time without prior notice. Furthermore, the Buyer makes no representations that an agreement will be awarded to any Proposing Company responding to this invitation. The Buyer expressly reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals received without indicating any reasons for such actions.
- C. The Buyer reserves the right to award its total requirements to one Proposing Company or to apportion those requirements among several Proposing Companies as the Buyer may deem to be in its best interest. In addition, negotiations may or may not be conducted. Therefore, the proposal submitted should contain the Proposing Company's most favorable terms and conditions, since the selection and award may be made without discussion.
- D. The Buyer reserves the right to make an award within one hundred twenty (120) calendar days from the date Proposals are opened. Should the award in whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon the successful Proposing Company's acceptance.
- E. Prior to the award of the contract, the selected firm may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability and ascertain the capacity of the firm's accounting system for administering the project.

3.5 NOTIFICATION OF AWARD AND DEBRIEFING

The Proposing Companies who submit a proposal in response to this RFQ shall be notified in writing regarding the firm that was awarded the contract. Such notification shall be made within fourteen (14) days of the date the contract is awarded.

3.6 CONFIDENTIALITY

Prior to Contract Award, the Buyer will treat as confidential all information contained in and so clearly identified in Proposals, supplements, and communications made in the course of procurement negotiations.

To ensure appropriate post-award confidentiality, Proposing Companies should clearly identify trade secret information and should specifically cite statutory or regulatory authority for exemption from public disclosure. The Buyer disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment if the Proposer has failed to identify trade secrets or other sensitive information clearly or has failed to cite statutory or regulatory authority for keeping other information confidential.

3.7 ACCEPTANCE OF CONTRACT

The successful Proposing Company will be required to accept a written contract in accordance with, and including as a part thereof, the published notice of Request for Qualifications and Proposals, the requirements, conditions, and specifications, with no exceptions other than those specifically listed in the written contract.

3.8 DISQUALIFICATION OF PROPOSING COMPANIES

If any Proposing Company acting as a prime contractor or consultant has an interest in more than one Proposal, all such Proposals will be rejected, and the Proposing Company will be disqualified. This restriction does not apply to sub-consultants or suppliers who may submit proposals to more than one Proposing Company. No proposal will be accepted from a Proposing Company that has not been licensed in accordance with the provisions of the State Business and Professions Code.

3.9 DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of Proposals.

SECTION 4 – SCOPE OF WORK

4.0 SCOPE OF WORK

Please refer to Attachment L – Scope of Work

4.1 SAFETY

Proposer must comply with the following Safety Guidelines:

- a. Proposer shall recognize the importance of performing services safely and responsibly to prevent damage, injury, or loss to individuals, and the environment. Proposer assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- b. The Proposer is solely responsible for providing a safe work environment for its employees, agents, and subcontractors. Any hazards or unsafe practices the Proposer may identify that it is unable to correct or are outside the Proposer's scope of responsibility must be promptly reported to LBT. LBT reserves the right to discontinue operations at any time if it determines that actions are creating an unsafe environment or situation.
- c. The Proposer must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to LBT work areas.
- d. Proposers shall not operate LBT machinery without express written consent. Only licensed operators may operate forklifts or other heavy machinery on LBT property, with LBT approval.
- e. LBT is a smoke-free environment. This policy applies to all proposers, their employees, and subcontractors working on LBT premises.
- f. Proposers must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect proposer/subcontractor employees, LBT staff, and visitors.

SECTION 5 – MINIMUM QUALIFICATIONS

5.0 FIRM QUALIFICATIONS

To be considered responsive to the RFQ, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- a. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California.
- b. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- c. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- d. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- e. Firm must have a minimum of 10 years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in A&E services for infrastructure upgrades preferably in an environment of comparable size and scope as defined in this solicitation.
- f. Licensed to do business in the State of California.

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1. LBT Values and Commitment to Sustainable Transit

LBT is a high-performing, customer-focused organization, and this must be reflected in the design of its operational and maintenance facilities. As LBT continues to grow and embrace new sustainable technologies, it will require the necessary infrastructure and operational facilities to be designed with a socially conscious, low-carbon, environmentally friendly footprint. The five values are defined below:

Most importantly, safety is a core top priority of LBT. LBT requires every meeting, presentation, or similar activity to begin with a safety topic and/or safety moment as a reminder SAFETY always comes first at LBT. The selected Consultant shall support this top priority in all work performed.

1.1 **Consider the “Customer First” in Decision Making**

Meet the needs and expectations of our internal/external customers and support each other in the process. The project manual for this project must meet the needs of LBT’s staff, vendors, partners, and the community, including a top focus on improving safety. Customer service must be prioritized in all stages of design, including minimal disruption to staff operations and the public during construction.

1.2 **Operate with Integrity**

Promote and do what is in the best interest of LBT, doing what is right even when no one is watching. The selected Consultant for this project will make recommendations that are in the best interest of LBT, be upfront about the impacts of decisions and associated risks, support LBT in the stewardship of public funds, and do what is right regardless of whether LBT staff are present. LBT prioritizes the safety of its customers, staff, and community.

1.3 **Be Open to New Ideas and Continuous Improvement**

Create a workplace environment where suggestions, contributions, and initiative are welcome and valued. LBT values its employees and their contributions, and extends the same environment to its vendors, expecting the same in return. The design must include elements that foster collaboration, contribution, and continuous learning.

1.4 **Be Proactive**

Identify problems and more importantly, seek solutions. Take personal ownership, especially when things go wrong. Potential problems should be identified in advance, and the design team must present solutions and proactively assist LBT in moving them forward. Lessons learned will be identified and discussed at all phases so the entire project team may continuously improve throughout the project.

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1.5 Cultivate Employee Potential

Strengthen the organization through development and training opportunities. Take the initiative to develop oneself. LBT supports an environment of continuous learning and expects the same from its vendors. The design must incorporate spaces and opportunities for staff training and development. LBT expects the successful proposer to be interested in its workflows, processes, and needs, and to continuously learn alongside our staff as the project progresses.

The California Air Resources Board (CARB) is the lead state agency for climate change programs and the development of related actions to protect the public from the harmful effects of air pollution. CARB has set a statewide goal of transforming all transit fleets to zero-emission technology by 2040. Such action by CARB requires LBT to begin infrastructure development projects. In response to CARB's Innovative Clean Transit (ICT) Regulation, LBT staff prepared its ZEB roll-out plan incorporating the requirements. LBT's ZEB roll-out plan outlines LBT's anticipated transition from its diesel, gasoline hybrid-powered, and CNG buses to zero-emission buses by 2030. As outlined in the plan, LBT, starting in 2025, will purchase Fuel Cell Electric Buses (FCEBs), to achieve duty cycles of longer routes and blocks with larger energy demands than the current BEB achievable ranges on the market currently allow.

LBT is committed to becoming a more sustainable transit agency. In June 2020, the LBT Board of Directors adopted the LBT's Zero-Emission Bus (ZEB) Rollout Plan, (Attached herein as Appendix A), and staff subsequently submitted it to the CARB. To reduce its carbon footprint, LBT has committed to purchasing only zero-emission buses (ZEB) from 2020 onward. All bus procurements are planned in corresponding end-of-life years for its historical fleets of diesel, gasoline hybrid, and compressed natural gas (CNG) buses. Currently, LBT's fixed-route fleet is 100% alternatively fueled with 44 battery-electric buses (BEBs), 125 CNG buses and 87 Hybrid buses. An additional 9 BEBs are expected to join LBT's fleet in FY 2024 to replace retiring buses. LBT anticipates its fleet to be 100% zero-emission by 2030.

2. LBT Background

Since its incorporation in 1963, LBT has been dedicated to connecting communities and moving people...making everyday life better. Long Beach Transit (LBT) has grown into a leading public transportation provider, delivering innovative and high-performing services within a multi-modal network, and transforming the social, environmental, and economic well-being of the diverse communities it serves.

LBT's strategic priorities are:

- Improve safety and service quality;
- Exercise financial accountability;

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- Foster employee engagement;
- Enhance customer experience; and
- Promote community and industry focus

LBT provides public transportation services in southeastern Los Angeles County and northwestern Orange County. With a service area covering over 107 square miles across 14 cities covering the cities of Long Beach, Lakewood, Signal Hill, Artesia, Bellflower, Carson, Cerritos, Compton, Downey, Hawaiian Gardens, Los Alamitos, Norwalk, Paramount and Seal Beach, LBT ran more than 5.6 million service miles and 571,000 service hours in Fiscal Year (FY) 2022, on 38 fixed routes utilizing 250 buses. LBT carried more than 17.3 million annual boarding customers in FY 2022. LBT also operates two water taxi routes and demand responsive paratransit services. LBT's service attracts a variety of customers, including those who utilize public transit as their primary means of travel. LBT's core customers rely on the system to get to work, school, medical appointments, and other recreational destinations.

LBT has more than 800 employees with four distinct facilities:

- LBT1, Operating, and Maintenance Headquarters, located at 1963 E Anaheim Street
- LBT2, Operating/Maintenance Facility, located at 6860 Cherry Avenue
- Transit and Visitor Information Center (TVIC), located at 130 E. First Street
- LBT Corporate Office (LBTCO), new administrative headquarters, located at 4801 Airport Plaza Drive

3. Project Summary

LBT is seeking a qualified Architect and Engineering Design Consultant team to develop a project manual for approximately 30% conceptual design, to include plans, designs, specifications, and estimates, for the infrastructure upgrades required at its existing LBT1 bus facility to support the Phase 4 BEB Charging Expansion. LBT has determined there is a perceived or real conflict of interest for the Consultant performing this scope to participate and/or perform as a prime or subcontractor under the future Design-Build procurement. The successful Consultant shall be precluded from the competition of the future Design-Build procurement to avoid a competitive advantage, impaired objectivity, and/ or impartial bias.

- 3.1 The Consultant will support LBT as needed through construction and serve as a technical resource for the future Design-Build contractor. The Consultant will prepare documents consistent with the requirements of California Public Contract Code 22164. The Consultant shall prepare a set of documents setting forth the scope and estimated price of the project at the completion of the project manual. The documents may include, but need not be limited to, the size, type, and desired design character of the project, performance specifications covering the quality of materials, equipment, workmanship,

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preliminary plans or building layouts, or any other information deemed necessary to describe adequately the local agency's needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

- 3.2 The upgrades to the facility will support a fully operational overhead BEB charging canopy system. The BEB charging system will be designed to receive power from the utility grid and from the microgrid designed as a part of this scope of work which operates independently from the primary utility power source. The LBT1 facility will be modified to its site-specific needs and capacities, but design elements will address the need for interoperability regardless of the make and manufacturer of the fleet or charging system. Various bus types need to operate harmoniously as older buses continue to operate throughout their lifecycle.
- 3.3 LBT anticipates its LBT1 to accommodate approximately 130 BEBs and act as the BEB Division with depot charging to support the BEB fleet. The facility will need major infrastructure upgrades to accommodate LBT's fleet electrification. Such infrastructure upgrades include but are not limited to, the following: new power feeds (Southern California Edison substations), switchgears, master control Photovoltaic Generating Systems, smart energy management, in-ground trenches for power distribution, power cable networks, concrete islands for charging infrastructure, overhead canopies for final power delivery and solar-power collection.
- 3.4 LBT will implement BEB vehicles and corresponding chargers into its fleet in a multi-phased bus replacement schedule through 2030. LBT's next large-scale scheduled bus vehicle replacement is planned for the purchase and delivery of 36 BEBs in 2024. However, LBT intends to complete all infrastructure work of utilities, switchgear, in-ground power distribution, canopy structures, and solar Photovoltaic Generating Systems in a single project for LBT1 by 2027. LBT will utilize the Design-Build project delivery method. The facility will maintain its full operations and maintenance functions throughout all phases of construction and implementation.
- 3.5 The Consultant shall coordinate with applicable utilities. LBT's bus base facilities are located within Southern California Edison's (SCE) service territory. Consultant shall become familiar with the SCE Charge Ready Program and coordinate their work for this project to align with the work that has already been completed by LBT. Consultant shall also research and present additional rebate and incentive programs for LBT's consideration. Consultant shall complete all work required for additional rebate and incentive

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programs approved by LBT. Consultant shall support LBT with all rebate and incentive programs as needed.

- 3.6 The Consultant shall ensure that the design and all recommended equipment are compliant with the requirements of the National Environmental Policy Act (NEPA). The Consultant's design shall not in any way prohibit LBT from obtaining a NEPA Categorical Exclusion from the FTA for this project based on the Categorical Exclusion requirements from the FTA. Consultant shall refer to the FTA Categorical Exclusion Checklist for reference only, attached herein as Appendix G, for more information.

4. Project Site

The project-specific location is LBT1 Operating and Maintenance Facility, located at 1963 E Anaheim Street, Long Beach, CA, 90813. The LBT1 site is approximately 8 ¼ acres and is a Zoned Institutional District. Refer to the LBT Facilities Master Plan for reference only included herein as Appendix B.

5. Preliminary Rendering and Infrastructure Plan

LBT prepared, for reference only, a site rendering for LBT1 as evident in the ZEB Rollout Plan, attached herein as Appendix A; a Phase 4 Infrastructure Study, attached herein as Appendix C; a LBT Solar Photovoltaic (PV) + Battery Energy Storage System (BESS) Implementation Action Plan, attached herein as Appendix D; a LBT Solar PV + BESS Concept, attached herein as Appendix E; and a LBT Charging Infrastructure Plan, attached herein as Appendix F, with key conceptual elements (preliminary parking/equipment layouts, energy demand calculations, and power schematics).

- 5.1 The Consultant shall incorporate design concepts or approaches that effectively achieve the key project objectives from the ZEB Rollout Plan, Preliminary Studies, and objectives outlined by LBT management.

6. Project Objectives/Goals

Infrastructure upgrades at the LBT1 facility will support a solar collection system, BESS, and battery electric vehicle charging infrastructure. The selected Consultant shall prepare a project manual containing two (1) conceptual site plans for the LBT1 facility and complete all tasks and requirements contained herein in this Scope of Work. The Consultant shall review Appendices A, B, C, D, E, and F, provided for reference only, to assist in the development of the project manual.

The facility design shall also include improvements to traffic flow, the separation between vehicular (both revenue and non-revenue) traffic, and pedestrians on-site

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must be addressed. The safety of LBT employees, customers, and vendors is a top priority.

In addition to all tasks outlined in this scope, the Consultant's development of the project manual shall also consider the following:

- 6.1. LBT desires the LBT1 facility to charge to full battery capacity approximately 130 BEBs every night.
- 6.2. LBT plans to install charging for approximately 60 non-revenue vehicles.
- 6.3. Consultant shall determine how many overhead bus chargers should be installed at LBT1 to meet LBT's goals for this project.
- 6.4. LBT plans to install approximately 10 bus chargers along a wall of the facility with a minimum of 5 cabinets with 2 chargers per cabinet.
- 6.5. LBT's preferred bus charger is the Heliox Flex 180kW, bus charger level 3 or higher; or equal.
- 6.6. The Consultant shall coordinate with applicable utilities. LBT's bus base facilities are located within Southern California Edison's (SCE) service territory. Consultant shall become familiar with the SCE Charge Ready Program and coordinate their work for this project to align with the work that has already been completed by LBT. Consultant shall also research and present additional rebate and incentive programs for LBT's consideration. Consultant shall complete all work required for additional rebate and incentive programs approved by LBT. Consultant shall support LBT with all rebate and incentive programs as needed.
- 6.7. Fire suppression systems for BEB operations
- 6.8. Provisions for emergency standby power

7. Project Completions Dates

Implementation of the CARB mandate and LBT ZEB Rollout Plan jointly compel LBT staff to develop and implement ZEB technology/infrastructure on a robust schedule. The Consultant shall begin programming to produce subsequent conceptual designs, specifications, estimates, and supporting documents for the project manual.

- 7.1 Project Manual: Due 120 calendar days after contract execution.

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7.2. The entire duration of project support activity is estimated at approximately 36 months.

8. Scope of Work and Required Deliverables

All key activities over the project lifecycle will be indexed/identified by the tasks/subtasks presented in the Scope of Work herein. The Consultant shall use the proposed work plan and this index to cross-reference all project reports, schedules, deliverables, budgets, expenditures, and invoices. After the award, the tasks/subtasks may be amended for clarity and greater consistency by mutual action of both parties.

9. Task - Project Management

This task includes overall management of the Consultant's project team, including contract administration, budget and schedule control, quality control, and subcontract administration, including:

- 9.1. Meetings and Coordination: The Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.
- 9.2. Project Administration: Consultant shall provide timely and accurate reports, schedules, and data to LBT staff over the project lifecycle for administrative controls, meetings, progress reports, design review, and schedules.
- 9.3. The Engineering plans, specifications, estimates, calculations, staging, sequencing plans, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- 9.4. All design work for LBT facilities shall conform to LBT standards, guidelines, manuals, and policies in effect as of the date of contract execution.
- 9.5. Construction specifications and cost estimates for projects shall use the edition of CSI/MasterFormat deemed appropriate by LBT.
- 9.6. All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

10. Task - Site Civil Design

10.1. Site data and geotechnical investigation. The Consultant will provide a geotechnical survey of the LBT1 Facility. Before conducting the geotechnical

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investigation, the Consultant's examination plan shall be approved by LBT. The Consultant shall demonstrate an adequate number of sampling points as determined by LBT. The Consultant will provide a geotechnical report and recommendations corresponding to the design intent of the site.

- 10.2. Pavement and curbs. The Consultant will develop a conceptual pavement and curbing plan that is designed to accommodate the infrastructure, structures, landscape, lighting, and transit operation needed for the project site. The Consultant shall complete a drainage report which shall include at minimum inspecting the existing drainage system, identifying all deficiencies, and determining the necessary improvements to eliminate drainage issues.
- 10.3. Lighting. The Consultant will develop a lighting plan that utilizes both existing lighting infrastructure and the overhead gantry structures; a reel-down charging station system and a battery storage facility controlled from a Central Command monitoring system. The photometric plan will maximize the efficiency of the lighting infrastructure and explore options for passive lighting where possible. The Consultant will include a photometric plan for LBT 1 for both empty and full parking bays.

10.4. Deliverables for Project Manual

- 10.4.1. Civil Plan Set
- 10.4.1.1. Site Plan
 - 10.4.1.2. Utility Plan
 - 10.4.1.3. Civil Details
 - 10.4.1.4. Lighting Plan
- 10.4.2. Site Survey Report
- 10.4.3. Drainage Report
- 10.4.4. Geotechnical Report

11. Task – Power Design

- 11.1. Evaluation of Transformer and Station Charging Locations.
- 11.2. The LBT staff have developed a preliminary plan for the location of the utility infrastructure and charging stations for reference only; reference LBT's ZEB Rollout Plan attached herein as Appendix A; and LBT Phase 4 Infrastructure Study, attached herein as Appendix C. The Consultant will coordinate with Southern California Edison regarding the service size/load, the utility infrastructure location(s), construction schedule, and provide a conceptual

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layout for the utility and charger locations. LBT anticipates that each BEB charger for fixed-route vehicles can serve up to two buses.

- 11.3. The conceptual design should account for the anticipated operational needs, benefits from planned redundancy and system resiliency, phased electric bus deployment, phased construction implementation consistent with the procurement of BEB vehicles, and the resilient design of the system.
- 11.4. The design will maintain a minimum level of 65% operational capacity in the event of failure of any one (1) major component of the charging system. The design will be resilient in that failure of any one individual component should not disable other components as well. The Consultant will refer to the existing Phase 4 Infrastructure Study for reference only, attached herein as Appendix C, for more information regarding resiliency.
- 11.5. The Consultant will identify potential risks and regulatory requirements regarding the power supply.
- 11.6. The Consultant shall coordinate with applicable utilities. LBT's bus base facilities are located within Southern California Edison's (SCE) service territory. Consultant shall become familiar with the SCE Charge Ready Program and coordinate their work for this project to align with the work that has already been completed by LBT. Consultant shall also research and present additional rebate and incentive programs for LBT's consideration. Consultant shall complete all work required for additional rebate and incentive programs approved by LBT. Consultant shall support LBT with all rebate and incentive programs as needed.
- 11.7. The Consultant shall evaluate the concept and provide a preliminary charger layout based on the currently available technology to optimize space, flexibility, traffic flow, and maintainability.
- 11.8. **Deliverables for Project Manual**
 - 11.8.1. Conceptual transformer layout drawing
 - 11.8.2. Conceptual single line diagram
 - 11.8.3. Conceptual BEB charger layout drawing
 - 11.8.4. Pro/con list of transformer and charger locations
 - 11.8.5. Lists of applicable electrical regulatory requirements

12. Task – Charging Infrastructure

- 12.1. LBT currently uses the Heliox Flex 180 kW EV chargers. LBT prefers to utilize the Heliox Flex 180 kW EV charger but will consider other chargers that are level 3 or higher. LBT understands the current limitations of some chargers but also wants to plan for future growth. LBT intends to install approximately 76 overhead bus chargers and 10 bus chargers (plug-in) along a wall of the facility with 5 cabinets (2 chargers per cabinet). The Consultant will refer to the existing Phase 4 Infrastructure Study for reference only, attached herein as Appendix C, for more information; and the LBT Charging Infrastructure Plan, attached herein as Appendix F, for more information.
- 12.2. Plug-in chargers shall be located on the overhead solar Photovoltaic Generating System/gantry charging structure. Plug-in cords shall be retractable with the plug located at a set height when not in use (as determined by LBT, typically six feet above pavement). The Consultant shall also provide an optimal design for the plug-in charging configuration. The final plug location will be determined during the conceptual design, compatible with vehicle procurement specifications and department buy-in.
- 12.3. LBT will consider other applicable bus charger technology. The Consultant shall assist LBT in evaluating applicable bus and charger technology, overhead plug-in chargers, to provide a suitable charging manufacturer to charge the electric buses. This task will include providing LBT staff with the pros and cons of potential equipment, providing conceptual strategies for procurement (i.e., owner v. contractor furnished), and providing a description of equipment that is readily available from state procurement schedules, all of which will be independently evaluated by LBT staff, which will make all recommendations and decisions concerning such deliverables.
- 12.4. The anticipated charger sizing is subject to change based on the information available during the conceptual design and on future technological advances: Heliox Flex Charger 180 kW, or equal, plug-ins to be installed.
- 12.5. Each charger shall be connected to approximately two bus berths through overhead plug-in charging. The chargers shall be capable of simultaneous charging so that one DC fast charger will charge a minimum of two busses before charging additional busses. LBT prefers bus charging to be controlled by the charging system's energy management software.
- 12.6. All chargers, regardless of size, are to be sourced from a single manufacturer to maintain the commonality of equipment.
- 12.7. **Deliverable for Project Manual**

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- 12.7.1. Charger cut sheets including dimensions, electrical requirements
- 12.7.2. Concept for dispenser layout and bus connection
- 12.7.3. Pro/con list for charging equipment manufacture/type

13. Task – Solar Photovoltaic Generating System Design

The Consultant's conceptual solar Photovoltaic Generating System design shall maximize solar production and optimize the system's efficiency.

- 13.1 The installation of overhead charging allows for the installation of solar Photovoltaic Generating Systems over the chargers and buses and provides clean renewable energy. While solar generation is not sufficient to provide for all bus charging, it can provide some electrical offset. The BEB charging system will be designed to receive power from the utility grid and from the microgrid designed as a part of this scope of work which operates independently from the primary utility power source. The Consultant will refer to the existing Phase 4 Solar PV + BESS Implementation Action Plan for reference only, attached herein as Appendix D, and Appendix E, Solar PV + BESS Concepts, attached herein as Appendix E, for more information.
- 13.2. LBT would like to consider installing all solar Photovoltaic Generating Systems during the initial Design-Build Phase. Solar connection is to be coordinated with SCE during the conceptual design to ensure compliance.
- 13.3. The conceptual solar Photovoltaic Generating System design shall also include the preliminary coverage as well as Photovoltaic Generating System alignment to maximize the solar capture.
- 13.4. A one-line diagram of the solar connection including inverter and metering.
- 13.5. BESS design is addressed separately; see Section 16, below.
- 13.6. **Deliverables for Project Manual**
 - 13.6.1. Conceptual solar Photovoltaic Generating System design drawings and specification requirements
 - 13.6.2. Solar Photovoltaic Generating System cut sheets, including inverters
 - 13.6.3. One-line diagram for solar connection
 - 13.6.4. Description of SCE requirements for solar connection.
 - 13.6.5. Indicate total overall system daily solar generation capacity

14. Task – Energy Management Systems

- 14.1. LBT intends to charge two buses from a single charging cabinet to reduce capital and operational expenses (Subject to validation by Consultant). LBT intends to install power cabinets, each containing two dispensers per cabinet to maximize efficiency. An automatic charge management system (i.e., smart charging) is critical to providing a fully operational fleet while also reducing electrical fees for time of use (TOU) and demand charge rates. The Consultant will refer to the existing Phase 4 Infrastructure Study for reference only, attached herein as Appendix C, for more information.
- 14.2. The Consultant shall provide a list of pros/cons of three to four (3-4) different energy management software systems, which LBT staff will independently evaluate. The Consultant shall determine which energy management software systems are appropriate for this application.
- 14.3. At a minimum, the energy management software system evaluation shall include the following:
 - a) Number of installations and chargers utilizing the software
 - b) Software uptime (99% minimum required)
 - c) Network connection either through ethernet or cellular connection
 - d) Capable of data reporting
 - e) OpenADR2.0b or better common signals
 - f) Support Network Time Protocol (NTP/UTC) time synchronization
 - g) Provide software security features for system integrity and reliability
 - h) Capable of remote software upgrades
 - i) Ability to set charging to reduce TOU charges while also maximizing bus availability
 - j) The ability to manage charging to reduce demand charges will also maximize bus availability
 - k) Ability to recognize bus stalls, bus numbers, and evaluate charge needs by block and state of charge (i.e., park management)
 - l) Manual override (computer input) for selection of (bus) charging sequence.
 - m) Provide desktop output for charge telematics
 - n) Provide operational solutions to handle charger outages

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- o) Software outputs:
 - i. Solar generation status
 - ii. BESS state of charge
 - iii. Battery state of charge for every bus
 - iv. Vehicles currently charging and estimated time to charger completion
 - v. Chargers currently in operation
 - vi. Instantaneous aggregate electrical demand (dynamic power demand)
 - vii. Future provision for detection of power source (i.e., grid or backup power)
 - viii. The system shall prioritize BESS and solar power first, when available and appropriate, to reduce the electrical expenditure.

Chargers in error mode. Indicate the following error messages:

- i. Unrecognized message
- ii. Out of range/low signal strength
- iii. Low battery level
- iv. Feature not supported
- v. Meter fault
- vi. EVSE fault
- vii. Bus battery and charging fault

14.4. Deliverables for Project Manual

14.4.1. Presentation regarding three to four (3-4) energy management software solutions for LBT staff. Presentation to be PowerPoint or equivalent and outline features and drawbacks of each system.

14.4.2. Analysis, for independent LBT evaluation of available energy management software systems that meet LBT requirements.

15. Task – Zero-Emission Provisions

To reduce electrical outages, minimize excavations, and minimize the impact on bus operations during future construction and deployments, the conceptual design shall include Zero-Emission provisions for the items listed below. LBT is currently pursuing a Solar PV and BESS non-export system. The Consultant will refer for reference only to the existing Phase 4 Infrastructure Study, attached herein as

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Appendix C, for more information; and the Long Beach Transit Solar PV+BESS Implementation Action Plan, dated 9/26/2022, attached herein as Appendix D, and the Solar Photovoltaic Generating System + BESS Concepts, attached herein as Appendix E.

15.1. Provide means to minimize electrical outage time during construction

15.2. Provide means to minimize the impact on facility operations

15.3. Locations for backup power supply:

15.3.1. Connections to BESS.

15.3.2. Locations/footprint for BESS applications have not yet been determined; such units/modules may be located stand-alone and/or canopy-mounted.

15.3.3. Provide a one-line diagram for BESS/inverter connections

15.3.4. Provide BESS Photovoltaic Generating System and inverter cut sheets, if any

15.3.5. Provide SCE requirements for BESS connection, if any.

15.3.6. Electrical supply conduits and capacity for battery electric vehicles.

15.4. **Deliverables for Project Manual**

15.4.1. BESS Conceptual Design and Specification Requirements

15.4.2. Analysis, for independent LBT evaluation, of available backup power systems based on Consultant evaluation

15.4.3. BESS electrical supply to revenue and non-revenue fleet

16. Task – Structures

The Preliminary Construction Phasing and Staging Plan prepared by the Consultant will identify work areas by Phasing Group and outline the overall site development and implementation strategy at LBT1.

16.1. The final solution shall include an above-grade canopy with PV Photovoltaic Generating Systems and a potentially spanned overhead gantry system to charge the buses and infrastructure for battery storage capability. For structures, LBT will consider all potential modular configurations, progressive phasing strategies, and cost-effective solutions.

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16.2. Consultant shall ensure that the above-grade canopy structure is tall enough for all LBT vehicles, including commuter busses.

16.3. Deliverables for Project Manual

16.3.1. Consultant shall provide a recommendation (Preliminary Construction Phasing and Staging Plan) for the requirement of a Design-Build firm to facilitate continuity of operations. The phasing plan shall consider construction staging as an integral part of maintaining operations during construction.

17. Task - Architecture

The design shall include an above-grade 'modular' canopy structure to support the PV Photovoltaic Generating Systemized system and a spanned overhead gantry system to charge the buses.

17.1. Structures shall be constructed of suitable materials required for durability and longevity in a highly corrosive environment. Consultant to provide performance specifications demonstrating criteria for treated or painted steel frame construction preferred for all above-grade elements; at-grade paving, curbing, parking, and walkways shall be concrete. Consultant must ensure that the above-grade canopy is tall enough for all LBT vehicles, including commuter busses. All at-grade areas are to be designed accessible for people with disabilities and confirmed ADA compliant.

17.2. Provide conceptual design for electrical power and lighting.

17.3. Consider LBT's commitment to clean energy and renewables

17.4. Consultant will refer to the existing Phase 4 Infrastructure Study for reference only, attached herein as Appendix C, for more information.

17.5. Deliverables for Project Manual

17.5.1. Conceptual architectural drawings including plans and details demonstrating ADA accessibility compliance, showing the overall project site and enlarged areas, PV canopy and charging bay layouts, typical elevations and sections advancing the functional and architectural design; and service equipment layouts.

17.5.2. Service equipment drawings and technical data to support modifications, if any

17.5.3. Electrical Engineering drawings including single-line diagrams, power and lighting plans, standard details, and equipment schedules.

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18. Task – Transit And Facilities

- 18.1. Phasing: Consultant shall analyze existing conditions report and provide concepts for BEB charging infrastructure and associated bus parking layouts. All options are to identify predicted construction boundaries of the work/construction laydown area for the initial build-out of the new electric system. All options shall consider BEB fleet growth while maintaining the continuity of current fleet operations (or minimal impact on current fleet operations).
- 18.2. The Consultant's design shall support the implementation of a progressive phasing strategy and modular design approach. This work will have to be designed and performed in segments to maintain the continuity and operability of systems. The phasing plan shall consider construction staging as an integral part of maintaining operations and minimize the impact on facility performance during construction.
- 18.3. Consultant shall prepare a Preliminary Construction Phasing and Staging Plan for acceptance by LBT. The phasing plan shall consider implementation in Phasing Groups and construction staging as an integral part of maintaining operations during construction and phasing strategies, shall be consistent with the ZEB Rollout Plan as well as the most recent BEB implementation and deployment strategy. The plan shall be developed as a collaborative effort between LBT and the Consultant.
- 18.4. Parking Layout and Circulation
 - 18.4.1. Consultant shall present options for the layout of the initial electric vehicle fleet including impacts to bus flow and turn radius, and proposed reductions/modifications to employee parking, buildings, and/or other strategies to mitigate impacts to existing operations. Layouts shall include changes to the capacity of the yard and any additional yard space required, as well as shifts to existing service. Layouts shall include the footprint of the proposed charging system including the footprint of proposed supports and associated appurtenances for charging systems. All layouts shall include both an initial state and a final full electric state.
 - 18.4.2. Consultant shall perform a site assessment and validation of existing conditions at LBT1 to confirm the analysis of the existing flow of buses through cleaning, maintenance, servicing, fueling, storage, and route dispatch to validate the existing conditions report. Existing conditions report shall include employee parking space requirements and the flow of employee and fleet vehicles to and from the street and within the property based on the time of day. Site assessment shall identify any impact on existing bus maintenance and/or operational functions. This

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includes, but is not limited to, facility usage, bus parking capacity, bus movement, vehicle/pedestrian traffic flow, employee parking, and future Safety Layout Review (SLR) conceptual risk (however SLR appraisal/design elements are outside the scope of this project). Site assessment for modular options to address each concept based on full build-out at each phase.

18.4.3. Deliverables for Project Manual

18.4.4. Preliminary Construction Phasing and Staging Plan

18.4.5. Site Assessment and Existing Conditions Report

18.4.6. Parking Layout and Site Circulation Plan

19. Task – Opinion of Probable Cost

Consultant shall develop an Opinion of Probable Cost memorandum that identifies the cost estimate for the entire Design-Build/project broken down by task and construction element. Construction specifications and cost estimates for LBT projects shall use the CSI/Master Format determined by LBT. Cost estimate must show separate labor and materials unit cost detail.

19.1. Deliverables for Project Manual

19.1.1. Opinion of Probable Cost memorandum based on the completed project manual

20. Task– Coordination During Work in Progress

20.1. PROJECT MEETINGS

Coordinate with LBT Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with LBT Staff and designated Consultants as needed. Preconstruction progress meetings shall be scheduled in advance by mutual agreement; typically at 2-week intervals. During construction, Consultant shall attend meetings as requested by LBT.

20.1.1. Prepare agenda and conduct project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material project documentation created pursuant to the Agreement) will be made available to any potential proposers in future project phases.

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20.1.2. Any meetings, either in the field, virtual, or at the LBT office shall be attended by the project manager and members of key staff.

20.2. PROJECT PROGRESS REPORTS

Submit Monthly Progress Reports to the LBT Project Manager which shall include the following information:

20.2.1. Scope of services: issues that may affect the scope of baseline services.

20.2.2. Progress Schedule: a milestone list showing the chronology of deliverables and other key events in a simple and helpful way to discuss the schedule.

20.2.3. Key Activities: key activities occurring during the previous reporting period as well as the ones planned for the next reporting period. Ensure that key activities are consistently identified/indexed across all project documents.

20.2.4. Issues: explanation of unusual events that have occurred or may occur that could affect the project scope, schedule, budget, and quality.

20.2.5. Risk Report: explanation of risk items to be added to the risk register and suggest solutions to mitigate the risk so their impacts are minimized.

20.2.6. 6-week look-ahead: present 6-week look-ahead identifying key decision points for LBT.

20.3. PRE-CONSTRUCTION PROJECT SCHEDULES

Schedule(s) shall be prepared and updated as follows:

20.3.1. Identify key milestones or decision points to ensure the project progresses efficiently, and with the concurrence of the LBT Project Manager prior to starting each major activity.

20.3.2. Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.

20.3.3. Identify each discipline or subtask as appropriate required for each task.

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20.3.4. Reflect requirements outlined in the Deliverables as shown for each task/subtask.

20.4. DESIGN REVIEW PRESENTATIONS

20.4.1. Consultant shall prepare a presentation and conduct a meeting/discussion for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes. LBT will determine whether meetings will be held virtually or in person. Consultant shall anticipate a minimum of two presentations with LBT.

20.4.2. The presentation and supporting documents will identify design features and developments applicable to CEQA and NEPA preliminary assessments. The Design Review meeting will include the latest project documents to date. These shall include, but not be limited to: plans, specifications, cost estimates, field data/measurements, preliminary calculations, OEM literature, construction schedules, and supporting documents/reports.

20.4.3. Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The Design Review meetings shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. LBT participants may include board members from various departments and may include third-party Consultants as well.

20.5. DESIGN REVIEW MEETING AT PROJECT MANUAL COMPLETION STAGE

20.5.1. Consultant shall deliver the complete project manual presentation after LBT has accepted the complete project manual. Consultant shall schedule the presentation in coordination with the LBT Project Manager prior to delivering the final presentation. Consultant shall anticipate requested changes and allot adequate revision time for LBT prior to finalizing the project manual and delivering the final presentation.

20.5.2. Consultant shall prepare a presentation and conduct a meeting/discussion at the LBT office for design work at the project manual completion stage. This presentation will include the conceptual design approach, the key features of the conceptual

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design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.

20.5.3. Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The presentation will include conceptual plans, drawings, specifications, cost estimates, construction schedules, and support documents. Support documents shall include, but are not limited to, a 'design basis' memorandum, drawing set, specifications, probable cost estimate, engineering support data, preliminary calculations, constructability review, design variance request summary (if applicable); site data and Geotech report, and utility coordination.

20.5.4. The Design Review meeting at the project manual completion stage shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. LBT participants may include board members from various departments and may include third-party Consultants as well.

20.5.5. Deliverables

20.5.5.1. Deliver 100% Complete Project Manual to LBT.

20.6 DESIGN-BUILD PROCUREMENT PHASE

20.6.1 Scope of Duties: The Consultant, following LBT's approval of the instruments of service, shall assist LBT in obtaining proposals or negotiated proposals. Consultant shall assist LBT in the development of Design-Build Entity criteria and recommend prospective proposers for LBT's consideration.

20.6.2 Pre-Proposal Conference: The Consultant shall assist LBT in the preparation of a pre-proposal conference with prospective proposers. The Consultant shall provide technical information for the presentation upon request and shall attend the pre-proposal conference.

20.6.3 Prepare Responses To Proposers' Questions; Preparation And Issuance Of Addenda:
Upon request from LBT Procurement, the Consultant shall prepare responses to questions from prospective proposers and provide clarifications and interpretations of the Request for Proposals to all prospective proposers. The Consultant shall prepare for approval by LBT responses and other required information for inclusion into any Addenda. LBT Procurement shall be responsible for the issuance of the Addenda.

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- 20.6.4 Assist In Evaluation Of Proposers And Advise Owner: Upon request from LBT, the Consultant shall review proposals, prepare proposal analyses, and make recommendations to LBT for LBT's award of design-build contract or rejection of proposals. The Consultant shall investigate and evaluate proposers and advise LBT as to whether such proposers meet the qualification criteria.
- 20.6.5 Assist In Proposal Validation And Proposal Evaluation: The Consultant shall assist LBT Procurement in the evaluation of the technical aspects of proposals.

20.7 ADMINISTRATION OF THE DESIGN-BUILD CONTRACT

The Consultant's responsibility to provide the following services during the design and construction of the Project commences with the issuance of the Notice to Proceed following the award of the Contract for design-build services and terminates at substantial completion ("Design-Build Phase").

- 20.7.1 Modification of Duties: Duties, responsibilities, and limitations of authority of the Consultant shall not be restricted, modified, or extended without the written agreement of LBT and Consultant. LBT shall be solely responsible for ensuring that any agreement between LBT and Design-Build Entity or any other party is in conformance with the terms and conditions contained in this Agreement. If the agreement between LBT and Design-Build Entity or any other agreement requires services of the Consultant beyond the Basic Services described in this Agreement, LBT agrees that if the Consultant agrees to provide such services, the Consultant shall be compensated for such services as an Additional Service.
- 20.7.2 Consultant's Representation of Owner: The Consultant shall be a representative of and shall advise and consult with LBT. The Consultant shall have authority to act on behalf of LBT only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 20.7.3 Site Visits: The Consultant shall visit the site at intervals necessary consistent with the standard of care or as otherwise agreed by LBT and Consultant in writing to become generally familiar with the progress and quality of the Design-build services completed and to determine in general if the Design-build services completed is in accordance with the Contract Documents and that the character, scope, and detail of construction is consistent with the design expressed in the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Design-build services. Based on on-site observations as a Consultant, the Consultant shall keep LBT informed of the progress and quality of the Design-build services. The Consultant shall report any known deviations from the Contract Documents to LBT.
- 20.7.4 Limitations of Construction Responsibilities: The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, schedules, sequences or

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procedures, fabrication, procurement, shipment, delivery, receipt or installation, or for safety precautions and programs in connection with the Design-build services since these are solely the Design-Build Entity's responsibility under the Contract for design-build services. The Consultant shall not be responsible for the Design-Build Entity's, Subcontractors', suppliers', or any other person's schedules, or failure to carry out the Design-build services in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Design-Build Entity, Subcontractors, or their agents or employees, or any other persons or entities performing or supplying portions of the Design-build services. The Design-Build Entity shall not be relieved of obligations to perform the Design-build services in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract for design-build services, or by tests, inspections, or approvals required or performed by persons other than the Design-Build Entity.

- 20.7.5 Access: The Consultant shall at all times have access to the Design-build services wherever it is in preparation or progress.
- 20.7.6 Communication: LBT and Design-Build Entity shall communicate through the Consultant. Where direct communication is necessary between LBT and the Design-Build Entity, the Consultant shall be promptly informed of and copied regarding the communication. Communications by and with the Consultant's consultants, if any, shall be through the Consultant.
- 20.7.7 Payment Applications: Based on the Consultant's observations and the Design-Build Entity's applications for payments, the Consultant shall review and make recommendations to LBT regarding the amounts due the Design-Build Entity on the Consultant's Certificate for Payment forms as requested by LBT.
- 20.7.8 Certificate for Payment: The Consultant's Certificate for Payment shall constitute a representation to LBT, based on the Consultant's observations at the site as provided in Subparagraph 20.7.3 and on the data comprising the Design-Build Entity's Application for Payment, that the Design-build services have progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Design-build services is in accordance with the Contract Documents. The foregoing representations are subject to a review of the Design-build services for general conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Consultant. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Design-build services, (2) reviewed construction means, methods, techniques, schedules, sequences or procedures or other items set forth in Subparagraph

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20.7.4, (3) reviewed copies of requisitions received from Subcontractors and material and equipment suppliers and other data requested by LBT to substantiate the Design-Build Entity's right to payment, (4) ascertained how or for what purpose the Design-Build Entity has used money previously paid on account of the Contract Sum, or (5) that the Design-build services is without defects.

20.7.9 Rejection or Testing of Design-build services: The Consultant shall have the authority to recommend to LBT that LBT reject Design-build services that do not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have the authority to recommend to LBT that LBT require additional inspection or testing of the Design-build services in accordance with the provisions of the Contract Documents, whether or not such Design-build services are fabricated, installed or completed. However, neither this authority of the Consultant nor a decision either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Design-Build Entity, Subcontractors, material and equipment suppliers, their agents or employees or employees or other persons performing or supplying portions of the Design-build services.

20.7.10 Submittals: The Consultant shall review and take appropriate action upon those Shop Drawings, product data, and samples required of the Design-Build Entity by the Contract Documents, but only for the limited purpose of checking for general conformance with the visual and aesthetic design concept as expressed in the Contract Documents. The Consultant shall not be responsible for any deviations between (1) the shop Drawings and (2) the Contract Documents and field conditions. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Design-build services or the construction of LBT or of separate Design-Build Entities while allowing sufficient time in the Consultant's professional judgment to permit adequate review in accordance with the submittal schedule. Review of such submittals is not conducted to determine or substantiate the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Design-Build Entity, all of which remain the responsibility of the Design-Build Entity to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences, or procedures, or other items as set forth in Subparagraph 20.7.7. The Consultant's action on a specific item shall not indicate approval of an assembly of which the item is a component. The Consultant's approval of a color or finish sample for an item shall not constitute approval for that item as delivered and installed if it does not conform to the Contract Documents. When certificates or statements of performance characteristics of materials, systems, or equipment, or professional seals, calculations, or other certificates or statements are required by the Contract Documents, or authorities having jurisdiction over the Project, LBT shall require the Design-Build Entity to cause such to be provided.

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LBT agrees that the times allowed for the Consultant's review of submittals shall be in accordance with a submittal schedule to be promptly prepared by the Design-Build Entity after execution of the Contract for design-build services and submitted to the Consultant for review and approval. Review times in the submittal schedule may be modified if required by the Consultant before its approval of the submittal schedule to allow reasonable and sufficient times, in the Consultant's judgment, for adequate review, delivery times, and multiple reviews by others when necessary.

- 20.7.11 Change Orders: The Consultant may prepare Change Orders and directives, with supporting documentation and data as reasonably necessary for LBT's authorization and Contract Documents.
- 20.7.12 Notify Owner Of Requested Changes. Upon receipt, the Consultant shall notify LBT of any requested changes in the Design-build services and Design-Build Entity's proposals that are received.
- 20.7.13 Review Of Change Requests. The Consultant shall review properly prepared and timely requests for changes in the Design-build services. A properly prepared request for a change in the Design-build services shall be accompanied by sufficient supporting data and information to permit the Consultant and LBT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications.
- 20.7.14 Approval Of Change Orders. All proposed change orders must be approved by LBT's Designated Representative. In order for LBT's Designated Representative to have sufficient information upon which to base a decision for approval or disapproval of a change order, LBT will need information such as justification for the change order, cost for the change, whether there is a need for negotiated compensation due to the change being foreseeable, and other appropriate criteria. Such information and criteria shall be evaluated and reported to LBT by the Consultant upon request from LBT to minimize approved change orders and additional costs resulting from change orders.
- 20.7.15 Non-Material Changes. Upon request by LBT, if the Consultant determines that the requested change in the Design-build services (a) does not affect the Construction Costs or contract time, (b) is not materially different from or inconsistent with the requirements of the Contract Documents, and (c) is consistent with the design of the Project, the Consultant shall prepare an order for a minor change in the Design-build services and recommend that LBT approve it or recommend to LBT that the requested change be denied.
- 20.7.16 Material Changes; Changes Requiring Adjustment In Contract Time Or Contract Cost. Upon request by LBT, if the Consultant determines that implementation of the requested change may result in a material change to the Contract Documents that will cause an adjustment in the contract time or Construction Costs the Consultant shall estimate the additional cost and/or time that might result from such change, including any additional costs attributable to Additional Services of the Consultant. The Consultant shall make a recommendation to LBT regarding changes judged by the Consultant to be desirable or necessary.

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20.7.17 Requests For Information: The Consultant shall respond (within three (3) calendar days) to properly prepared, timely requests by the Design-Build Entity for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared by the Consultant and approved by LBT and shall include a detailed written statement that indicates the specific Drawings or Specifications subject to clarification and the nature of the clarification requested. If deemed appropriate by LBT, the Consultant shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to requests for information by a prime Design-Build Entity. Except as otherwise determined by LBT, the Consultant's written communications with the Design-Build Entity will be issued by the Consultant to LBT or its agent, with copies to LBT, and others as directed or approved by LBT. The Consultant shall continue to advise and consult with LBT and shall keep LBT informed of the progress of the Design-build services and any actions regarding the progress of the Design-build services.

Should the response to a Request for Information require additional plan information, enlarged plans, cross sections or details, the Consultant and its consultants shall provide them at no additional cost.

20.7.18 Substantial Completion, Warranties: At LBT's request, the Consultant shall conduct all inspections of the Design-build services to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to LBT for LBT's review and records written warranties and related documents required by the Contract Documents and assembled by the Design-Build Entity, and shall issue a final Certificate of Payment when the Consultant believes the Design-build services has been completed in compliance with the requirements of the Contract Documents. The handling by the Consultant of warranties, maintenance manuals, or similar documents shall not diminish, or transfer to the Consultant, any responsibilities or liabilities required by the Contract Documents of the Design-Build Entity or other entities or persons performing or supplying the Design-build services.

At LBT's request, the Consultant's Basic Services shall include a field review of the Design-Build Entity's comprehensive list of items to be completed or corrected (final punch list) and one follow-up field review if required, no later than 30 days following the Date of Substantial Completion.

20.7.19 Interpretations: The Consultant shall provide written or graphic interpretations concerning the requirements of the Contract Documents with reasonable promptness as necessary or upon request of LBT or Design-Build Entity.

20.7.20 Consistency of Interpretations: The Consultant's interpretations shall be consistent with the Consultant's intent as expressed in, and reasonably inferable from the Contract Documents.

20.7.21 Aesthetic Decisions: With approval from LBT, the Consultant's decisions on matters relating to aesthetic or visual design effect shall

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be final if consistent with the intent as expressed in and reasonably inferable from the Contract Documents, and the Consultant shall not be liable for interpretations so rendered.

20.8 TECHNICAL DESIGN SUPPORT

- 20.8.1 Upon successful completion of the project manual, the Consultant shall provide technical support through construction. As determined by LBT, the Consultant may be required to work with LBT's Construction Manager, Owner Representative, and other project team members.
- 20.8.2 Consultant shall provide technical support to LBT in procuring the Design-Build firm. Tasks include but are not limited to providing specifications, drawings, responding to proposer's questions, evaluation support, and other support during the procurement process in accordance with LBT's procurement and project delivery schedule.
- 20.8.3 Consultant shall provide technical resource support to the awarded Design-Build Contractor during the project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFI), reviewing proposed changes, and project schedule considerations. The deliverables and schedule will be aligned with the LBT project delivery schedule in coordination with the Design-Build Contractor.

21. Task – NEPA Categorical Exclusion Assessment and Checklist Submission

- 21.1. Consultant shall assess the project's eligibility for NEPA Categorical Exclusion and at a minimum shall consider current and future anticipated environmental factors, compliance requirements, the projects design, and intent of the project. Consultant shall be responsible for obtaining all documents and completing all work necessary to submit this project for NEPA Categorical Exclusion as required by the FTA.
- 21.2. Consultant shall complete the FTA NEPA Categorical Exclusion Checklist and any other documents required by the FTA for the proposed project. Consultant will refer to the FTA Categorical Exclusion Checklist for reference only, attached herein as Appendix G, for more information.
- 21.3. All documentation required by the FTA to prove Categorical Exclusion for the project shall be reviewed by LBT prior to the Consultant submitting the documents to the FTA. Consultant shall include LBT in all communication with

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the FTA. Consultant shall be responsible for communicating and coordinating with the FTA and all other relevant stakeholders as determined by LBT.

21.4. Consultant shall keep LBT informed of progress and promptly address any comments or concerns raised by the FTA during the Categorical Exclusion review process.

21.5. Deliverables

21.5.1. Facilitate coordination and communication with the FTA and all relevant stakeholders, ensuring the completion of all required tasks in pursuit of securing a Categorical Exclusion from the FTA for the advancement of this project.

21.5.2. Provide LBT with all NEPA Categorical Exclusion documents produced as a result of this project, including a final report summarizing the Categorical Exclusion assessment and final determination from the FTA.

22. Task – Additional Considerations

22.1. Appropriate signage and pavement markings to navigate the gantry system day or night.

22.2. Replace Asphalt (AC Paving), in the Bus Parking areas with Concrete.

22.3. Fire suppression systems for BEB operations

22.4. Resilience for LBT is of utmost importance. To that end, a to-be-determined/specified, appropriately sized, Emergency Generator or Backup Power System must be incorporated into the overall design to provide power to the buses should the solar array not provide the necessary power in an emergency. Consultant shall provide recommendations for the Emergency Generator or Backup Power System.

22.5. Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and other protective design elements necessary to protect electrical cabinets and any other vital equipment necessary for the 24-hour operation of the system.

22.6. The Consultant shall coordinate with applicable utilities. LBT's bus base facilities are located within Southern California Edison's (SCE) service territory. Consultant shall become familiar with the SCE Charge Ready Program and coordinate their work for this project to align with the work that has already been completed by LBT. Consultant shall also research and

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present additional rebate and incentive programs for LBT's consideration. Consultant shall complete all work required for additional rebate and incentive programs approved by LBT. Consultant shall support LBT with all rebate and incentive programs as needed.

23. Consultant Deliverables

Approval of Documents

- All Deliverables shall be subject to the approval of LBT, which approval shall not unreasonably be withheld or conditioned. LBT shall retain discretion to determine the fitness of any Deliverables for the intended purpose of developing the Project as a design-build project through completion and may base any rejection of Deliverables upon its own good faith discretion or upon the advice of other qualified consultants.

Preliminary Rendering and Infrastructure Plan

- The Consultant shall incorporate design concepts or approaches that effectively achieve the key project objectives from the ZEB Rollout Plan, address the Phase 4 Infrastructure Study, and LBT management.

Project Completions Dates

- Project Manual: Due 120 calendar days after contract execution.

Project Management

- Meetings and Coordination: The Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.
- Project Administration: Consultant shall provide timely and accurate reports, schedules, and data to LBT staff over the project lifecycle for administrative controls, meetings, progress reports, design review, and schedules.
- The Engineering plans, specifications, estimates, calculations, staging, sequencing plans, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- All design work for LBT facilities shall conform to LBT standards, guidelines, manuals, and policies in effect as of the date of contract execution.
- Construction specifications and cost estimates for projects shall use the edition of CSI/MasterFormat deemed appropriate by LBT.
- All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

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Site Civil Design

- Civil Plan Set
 - Site Plan
 - Utility Plan
 - Civil Details
 - Lighting Plan
- Site Survey Report
- Drainage Report
- Geotechnical Report

Power Design

- Conceptual transformer layout drawing;
- Conceptual BEB charger layout drawing
- Pro/con list of transformer and charger locations
- Lists of applicable electrical regulatory requirements

Charging Infrastructure

- Charger cut sheets including dimensions, electrical requirements
- Pro/con list for charging equipment manufacture/type

Solar Photovoltaic Generating System Design

- Conceptual solar Photovoltaic Generating System design drawings and specification requirements
- Solar Photovoltaic Generating System cut sheets, including inverters
- One-line diagram for solar connection
- Description of SCE requirements for solar connection
- Indicate total overall system daily solar generation capacity

Energy Management Systems

- Presentation regarding three to four (3-4) energy management software solutions for LBT staff. Presentation to be PowerPoint or equivalent and outline features and drawbacks of each system.
- Analysis, for independent LBT evaluation of available energy management software systems that meet LBT requirements.

Zero-Emission Provisions

- BESS Conceptual Design and specification requirements
- Analysis, for independent LBT evaluation, of available backup power systems based on Consultant evaluation

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- BESS electrical supply to revenue and non-revenue fleet

Structures

- Consultant shall provide a recommendation for the requirement of a design-build firm to facilitate continuity of operations.
- Structural Engineering drawings (does not include structural calculations) including overall site and enlarged plan areas, foundation and canopy framing plans, typical reinforcement, base plate, and structural details.

Architecture

- Conceptual architectural drawings including plans and details demonstrating ADA accessibility compliance, showing the overall project site and enlarged areas, PV canopy and charging bay layouts, typical elevations and sections advancing the functional and architectural design; and service equipment layouts.
- Service equipment drawings and technical data to support modifications, if any
- Electrical Engineering drawings including single-line diagrams, power and lighting plans, standard details, and equipment schedules.

Transit And Facilities

- Preliminary Construction Phasing and Staging Plan
- Site Assessment and Existing Conditions Report
- Parking Layout and Site Circulation Plan

Opinion of Probable Cost

- Opinion of Probable Cost memorandum based on the completed project manual

Coordination During Work in Progress

Project Meetings

- Prepare agenda and conduct project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material project documentation created pursuant to the Agreement) will be made available to any potential proposers in future project phases.
- Coordinate with LBT Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with LBT Staff and designated Consultants as needed. Progress meetings shall be scheduled in advance by mutual agreement; typically at 2-week intervals.
- Any meetings, either in the field, virtual, or at the LBT office shall be attended by the project manager and members of key staff.

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Project Progress Reports

- Submit Monthly Progress Reports to the LBT Project Manager
- 6-week look-ahead: present 6-week look-ahead identifying key decision points for LBT.

Project Schedules

- Schedule(s) shall be prepared and updated as follows
- Identify key milestones or decision points to ensure the project progresses efficiently, and with the concurrence of the LBT Project Manager prior to starting each major activity.
- Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.
- Identify each discipline or subtask as appropriate required for each task
- Reflect requirements outlined in the Deliverables as shown for each task/subtask.

Design Review Meetings

- Consultant shall prepare a presentation and conduct a meeting/discussion for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes. LBT will determine whether meetings will be held virtually or in person.

Design Review Meeting at Project Manual Completion Stage

- Consultant shall prepare a presentation and conduct a meeting/discussion at the LBT office for design work at the project manual completion stage. This presentation will include the conceptual design approach, the key features of the conceptual design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- Deliver 100% Complete Project Manual to LBT.

Technical Design Support

- Upon successful completion of the project manual, the Consultant shall provide technical support through construction. As determined by LBT, Consultant may be required to work with LBT's Construction Manager, Owner Representative, and other project team members.

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- Consultant shall provide technical support to LBT in procuring the Design-Build firm.
- Consultant shall provide technical resource support to the Design Build Contractor during the project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFI), reviewing proposed changes, and project schedule considerations. The deliverables and schedule will be aligned with the LBT project delivery schedule in coordination with the Design Build Contractor.

NEPA Categorical Exclusion Assessment and Checklist Submission

- Facilitate coordination and communication with relevant stakeholders, ensuring the completion of all required tasks in pursuit of securing a categorical exclusion from the FTA for the advancement of this project.
- Provide LBT with all NEPA Categorical Exclusion documents produced as a result of this project, including a final report summarizing the Categorical Exclusion assessment and final determination from the FTA.

Additional Considerations

- Appropriate signage and pavement markings to navigate the gantry system day or night.
- Replace Asphalt (AC Paving), in the Bus Parking areas with Concrete.
- Fire suppression systems for BEB operations
- Resilience for LBT is of utmost importance. To that end, a to-be-determined/specified, appropriately sized, Emergency Generator or Backup Power System must be incorporated into the overall design to provide power to the busses should the solar array not provide the necessary power in an emergency. Consultant shall provide recommendations for the Emergency Generator or Backup Power System.
- Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and other protective design elements necessary to protect electrical cabinets and any other vital equipment necessary for the 24-hour operation of the system.
- The Consultant shall coordinate with applicable utilities. LBT's bus base facilities are located within Southern California Edison's (SCE) service territory. Consultant shall become familiar with the SCE Charge Ready Program and coordinate their work for this project to align with the work that has already been completed by LBT. Consultant shall also research and present additional rebate and incentive programs for LBT's consideration. Consultant shall complete all work required for additional rebate and incentive programs approved by LBT. Consultant shall support LBT with all rebate and incentive programs as needed.

- END OF ATTACHMENT L -