



1 pay for these services in the manner described below, in the amount of One Million  
2 Two Hundred Fifty-Eight Thousand Two Hundred Seventy Dollars (\$1,258,270) with  
3 a contingency in the amount of One Hundred Sixty-Two Thousand One Hundred  
4 Forty-Six Dollars (\$162,146), for a total not to exceed amount of One Million Four  
5 Hundred Twenty Thousand Four Hundred Sixteen Dollars (\$1,420,416), at the rates  
6 or charges shown in Exhibit "B".

7 B. The City's obligation to pay the sum stated above for any one  
8 fiscal year shall be contingent upon the City Council of the City appropriating the  
9 necessary funds for such payment by the City in each fiscal year during the term of  
10 this Agreement. For the purposes of this Section, a fiscal year commences on  
11 October 1 of the year and continues through September 30 of the following year. In  
12 the event that the City Council of the City fails to appropriate the necessary funds  
13 for any fiscal year, then, and in that event, the Agreement will terminate at no  
14 additional cost or obligation to the City.

15 C. Consultant may select the time and place of performance for  
16 these services provided, however, that access to City documents, records, and the  
17 like, if needed by Consultant, shall be available only during City's normal business  
18 hours and provided that milestones for performance, if any, are met.

19 D. Consultant has requested to receive regular payments. City  
20 shall pay Consultant in due course of payments following receipt from Consultant  
21 and approval by City of invoices showing the services or task performed, the time  
22 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
23 on the invoices that Consultant has performed the services in full conformance with  
24 this Agreement and is entitled to receive payment. Each invoice shall be  
25 accompanied by a progress report indicating the progress to date of services  
26 performed and covered by the invoice, including a brief statement of any Project  
27 problems and potential causes of delay in performance, and listing those services  
28 that are projected for performance by Consultant during the next invoice cycle.

1 Where billing is done and payment is made on an hourly basis, the parties  
2 acknowledge that this arrangement is either customary practice for Consultant's  
3 profession, industry, or business, or is necessary to satisfy audit and legal  
4 requirements which may arise due to the fact that City is a municipality.

5 E. Consultant represents that Consultant has obtained all  
6 necessary information on conditions and circumstances that may affect its  
7 performance and has conducted site visits, if necessary.

8 F. CAUTION: Consultant shall not begin work until this  
9 Agreement has been signed by both parties and until Consultant's evidence of  
10 insurance has been delivered to and approved by the City.

11 2. TERM. The term of this Agreement shall commence at midnight on  
12 February 14, 2023, and shall terminate at 11:59 p.m. on February 13, 2025, unless sooner  
13 terminated as provided in this Agreement, or unless the services or the Project is  
14 completed sooner. The term may be may be extended for three (3) additional one-year  
15 periods, at the discretion of the City Manager.

16 3. COORDINATION AND ORGANIZATION.

17 A. Consultant shall coordinate its performance with City's  
18 representative, if any, named in Exhibit "C", attached to this Agreement and  
19 incorporated by this reference. Consultant shall advise and inform City's  
20 representative of the work in progress on the Project in sufficient detail so as to  
21 assist City's representative in making presentations and in holding meetings on the  
22 Project. City shall furnish to Consultant information or materials, if any, described  
23 in Exhibit "D" attached to this Agreement and incorporated by this reference, and  
24 shall perform any other tasks described in the Exhibit.

25 B. The parties acknowledge that a substantial inducement to City  
26 for entering this Agreement was and is the reputation and skill of Consultant's key  
27 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
28 reference. City shall have the right to approve any person proposed by Consultant

1 to replace that key employee.

2 4. INDEPENDENT CONTRACTOR. In performing its services,  
3 Consultant is and shall act as an independent contractor and not an employee,  
4 representative, or agent of City. Consultant shall have control of Consultant's work and  
5 the manner in which it is performed. Consultant shall be free to contract for similar services  
6 to be performed for others during this Agreement provided, however, that Consultant acts  
7 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
8 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,  
9 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
10 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
11 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
12 warrants that neither Consultant nor any of Consultant's employees or agents shall  
13 represent themselves to be employees or agents of City.

14 5. INSURANCE.

15 A. As a condition precedent to the effectiveness of this  
16 Agreement, Consultant shall procure and maintain at Consultant's expense for the  
17 duration of this Agreement from an insurance company that is admitted to write  
18 insurance in the State of California or that has a rating of or equivalent to an A:VIII  
19 by A.M. Best and Company the following insurance:

20 i. Commercial general liability insurance or self-insurance  
21 equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long  
22 Beach, and their officials, employees, and agents as additional insureds on  
23 a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against  
24 claims, demands, causes of action, expenses, costs, or liability for injury to  
25 or death of persons, or damage to or loss of property arising out activities  
26 performed by or on behalf of the Consultant in an amount not less than One  
27 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US  
28 \$2,000,000) in general aggregate. Such insurance shall not exclude XCU

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(explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.

ii. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

iii. Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Two Million Dollars (US \$2,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("any auto").

iv. For the projects with costs < \$ 10 million, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Four Million Dollars (\$4,000,000) per claim covering the services provided pursuant to this Agreement should be provided.

For the projects with costs \$ 10 million to < \$ 25 million or any projects airside, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Nine Million Dollars (\$9,000,000) per claim covering the services provided pursuant to this Agreement should be provided.

For the projects with costs \$ 25 million to \$ 100 million, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Fourteen Million Dollars (\$14,000,000) per claim covering the services provided pursuant to this Agreement should be provided.

v. Professional liability or errors and omissions liability

1 insurance in an amount not Two Million Dollars (\$2,000,000) per claim and  
2 in aggregate covering the services provided pursuant to this Agreement

3 B. Any self-insurance program or self-insurance retention must be  
4 approved separately in writing by City and shall protect the City of Long Beach, and  
5 their officials, employees, and agents in the same manner and to the same extent  
6 as they would have been protected had the policy or policies not contained retention  
7 provisions. Each insurance policy shall be endorsed to state that coverage shall not  
8 be suspended, voided, or canceled by either party except after thirty (30) days prior  
9 written notice to City, and shall be primary and not contributing to any other  
10 insurance or selfinsurance maintained by City.

11 C. Any subconsultants which Consultant may use in the  
12 performance of this Agreement shall be required to maintain insurance in  
13 compliance with the provisions of this section and to indemnify the City to the same  
14 extent as the Consultant with respect to this Agreement.

15 D. Consultant shall deliver to City certificates of insurance and  
16 original endorsements for approval as to sufficiency and form prior to the start of  
17 performance hereunder. The certificates and endorsements for each insurance  
18 policy shall contain the original signature of a person authorized by that insurer to  
19 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City  
20 Risk Manager determines that "Occurrence" policies are not available in the market  
21 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for  
22 an extended reporting period of not less than one hundred eighty (180) days. Such  
23 insurance as required herein shall not be deemed to limit Consultant's liability  
24 relating to performance under this Agreement. City reserves the right to require  
25 complete certified copies of all said policies at any time. Any modification or waiver  
26 of the insurance requirements herein shall be made only with the approval of City  
27 Risk Manager. The procuring of insurance shall not be construed as a limitation on  
28 liability or as full performance of the indemnification provisions of this Agreement.

1 E. Prior to the start of performance, Consultant shall deliver to City  
2 certificates of insurance and the endorsements for approval as to sufficiency and  
3 form. In addition, Consultant, shall, within thirty (30) days prior to expiration of the  
4 insurance, furnish to City certificates of insurance and endorsements evidencing  
5 renewal of the insurance. City reserves the right to require complete certified copies  
6 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
7 time. Consultant shall make available to City's Risk Manager or designee all books,  
8 records and other information relating to this insurance, during normal business  
9 hours.

10 F. Any modification or waiver of these insurance requirements  
11 shall only be made with the approval of City's Risk Manager or designee. Not more  
12 frequently than once a year, the City's Risk Manager or designee may require that  
13 Consultant, Consultant's subconsultants and contractors change the amount, scope  
14 or types of coverages required in this Section if, in his or her sole opinion, the  
15 amount, scope, or types of coverages are not adequate.

16 G. The procuring or existence of insurance shall not be construed  
17 or deemed as a limitation on liability relating to Consultant's performance or as full  
18 performance of or compliance with the indemnification provisions of this Agreement.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
20 contemplates the personal services of Consultant and Consultant's employees, and the  
21 parties acknowledge that a substantial inducement to City for entering this Agreement was  
22 and is the professional reputation and competence of Consultant and Consultant's  
23 employees. Consultant shall not assign its rights or delegate its duties under this  
24 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
25 of City, except that Consultant may with the prior approval of the City Manager of City,  
26 assign any moneys due or to become due the Consultant under this Agreement. Any  
27 attempted assignment or delegation shall be void, and any assignee or delegate shall  
28 acquire no right or interest by reason of an attempted assignment or delegation.

1 Furthermore, Consultant shall not subcontract any portion of its performance without the  
2 prior approval of the City Manager or designee, or substitute an approved subconsultant  
3 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
4 prevent Consultant from employing as many employees as Consultant deems necessary  
5 for performance of this Agreement.

6 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
7 certifies that, at the time Consultant executes this Agreement and for its duration,  
8 Consultant does not and will not perform services for any other client which would create  
9 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
10 of that other client. Consultant further certifies that Consultant does not now have and shall  
11 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
12 other source of income, interest in real property or investment which would be affected in  
13 any manner or degree by the performance of Consultant's services hereunder. And,  
14 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
15 and contractors.

16 8. MATERIALS. Consultant shall furnish all labor and supervision,  
17 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
18 necessary to or used in the performance of Consultant's obligations under this Agreement,  
19 except as stated in Exhibit "D".

20 9. OWNERSHIP OF DATA. All materials, information and data  
21 prepared, developed, or assembled by Consultant or furnished to Consultant in connection  
22 with this Agreement, including but not limited to documents, estimates, calculations,  
23 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
24 models, reports, summaries, drawings, designs, notes, plans, information, material, and  
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
26 in a format identified by City, and City shall have the unrestricted right to use and disclose  
27 the Data in any manner and for any purpose without payment of further compensation to  
28 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that

1 Data shall not be made available to any person or entity for use without the prior approval  
2 of City. This warranty shall survive termination of this Agreement for five (5) years.

3 10. TERMINATION. Either party shall have the right to terminate this  
4 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
5 prior written notice to the other party. In the event of termination under this Section, City  
6 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
7 effective date of termination for which Consultant has not been previously paid. The  
8 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
9 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
10 the performance of this Agreement, whether in draft or final form, or in process. And,  
11 Consultant acknowledges and agrees that City's obligation to make final payment is  
12 conditioned on Consultant's delivery of the Data to the City.

13 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and  
14 shall not disclose the Data or use the Data directly or indirectly other than in the course of  
15 performing its services, during the term of this Agreement and for five (5) years following  
16 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
17 all information, whether written, oral, or visual, obtained by any means whatsoever in the  
18 course of performing its services for the same period of time. Consultant shall not disclose  
19 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
20 of others except for the purpose of this Agreement.

21 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
22 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
23 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
24 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
25 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
26 disclosed pursuant to subpoena or court order.

27 13. ADDITIONAL COSTS AND REDESIGN.

28 A. Any costs incurred by the City due to Consultant's failure to

1 meet the standards required by the scope of work or Consultant's failure to perform  
2 fully the tasks described in the scope of work which, in either case, causes the City  
3 to request that Consultant perform again all or part of the Scope of Work shall be at  
4 the sole cost of Consultant and City shall not pay any additional compensation to  
5 Consultant for its re-performance.

6 B. If the Project involves construction and the scope of work  
7 requires Consultant to prepare plans and specifications with an estimate of the cost  
8 of construction, then Consultant may be required to modify the plans and  
9 specifications, any construction documents relating to the plans and specifications,  
10 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
11 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
12 This modification shall be submitted in a timely fashion to allow City to receive new  
13 bids within four (4) months after the date on which the original plans and  
14 specifications were submitted by Consultant.

15 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
16 amended, nor any provision or breach waived, except in writing signed by the parties which  
17 expressly refers to this Agreement.

18 15. LAW. This Agreement shall be governed by and construed pursuant  
19 to the laws of the State of California (except those provisions of California law pertaining  
20 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
21 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
22 and local governmental authorities.

23 16. PREVAILING WAGES.

24 A. Consultant agrees that all public work (as defined in California  
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
26 Work"), if any, shall comply with the requirements of California Labor Code sections  
27 1770 *et seq.* City makes no representation or statement that the Project, or any  
28 portion thereof, is or is not a "public work" as defined in California Labor Code

1 section 1720.

2 B. In all bid specifications, contracts and subcontracts for any  
3 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
4 wages and the general prevailing rate for holiday and overtime work in this locality  
5 for each craft, classification or type of worker needed to perform the Public Work,  
6 and shall include such rates in the bid specifications, contract or subcontract. Such  
7 bid specifications, contract or subcontract must contain the following provision: "It  
8 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
9 wages to all workers employed by the contractor in the execution of this contract.  
10 The contractor expressly agrees to comply with the penalty provisions of California  
11 Labor Code section 1775 and the payroll record keeping requirements of California  
12 Labor Code section 1771."

13 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
14 constitutes the entire understanding between the parties and supersedes all other  
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 18. INDEMNITY.

17 A. Consultant shall indemnify, protect and hold harmless City, its  
18 Boards, Commissions, and their officials, employees and agents ("Indemnified  
19 Parties"), from and against any and all liability, claims, demands, damage, loss,  
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
21 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
22 in connection with (1) Consultant's breach or failure to comply with any of its  
23 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
24 omissions or misrepresentations committed by Consultant, its officers, employees,  
25 agents, subcontractors, or anyone under Consultant's control, in the performance  
26 of work or services under this Agreement (collectively "Claims" or individually  
27 "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at  
2 Consultant's expense by legal counsel approved by City, from and against all  
3 Claims, and shall continue this defense until the Claims are resolved, whether by  
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
5 breach, or the like on the part of Consultant shall be required for the duty to defend  
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim was  
10 caused by the sole negligence or willful misconduct of Indemnified Parties,  
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. To the extent this Agreement is a professional service  
15 agreement for work or services performed by a design professional (architect,  
16 landscape architect, professional engineer or professional land surveyor), the  
17 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
18 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
19 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
20 willful misconduct of the Consultant.

21 E. The provisions of this Section shall survive the expiration or  
22 termination of this Agreement.

23 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
24 Agreement and any Exhibit, the provisions of this Agreement shall govern.

25 20. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, Consultant shall not discriminate against any  
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
2 disability. Consultant shall ensure that applicants are employed, and that employees  
3 are treated during their employment, without regard to these bases. These actions  
4 shall include, but not be limited to, the following: employment, upgrading, demotion  
5 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay  
6 or other forms of compensation, and selection for training, including apprenticeship.

7 B. It is the policy of City to encourage the participation of  
8 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
9 procurement process, and Consultant agrees to use its best efforts to carry out this  
10 policy in its use of subconsultants and contractors to the fullest extent consistent  
11 with the efficient performance of this Agreement. Consultant may rely on written  
12 representations by subconsultants and contractors regarding their status.  
13 Consultant shall report to City in May and in December or, in the case of short-term  
14 agreements, prior to invoicing for final payment, the names of all subconsultants  
15 and contractors hired by Consultant for this Project and information on whether or  
16 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
17 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

18 21. FORCE MAJEURE. If any party fails to perform its obligations  
19 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
20 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
21 governmental regulations, governmental controls, judicial orders, enemy or hostile  
22 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
23 beyond the reasonable control of the party obligated to perform, then that party's  
24 performance will be excused for a period equal to the period of such cause for failure to  
25 perform.

26 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

2           A. During the performance of this Agreement, the Consultant  
3 certifies and represents that the Consultant will comply with the EBO. The  
4 Consultant agrees to post the following statement in conspicuous places at its place  
5 of business available to employees and applicants for employment:

6           “During the performance of a contract with the City of Long Beach, the  
7 Consultant will provide equal benefits to employees with spouses and its  
8 employees with domestic partners. Additional information about the City of  
9 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
10 Long Beach Business Services Division at 562-570-6200.”

11           B. The failure of the Consultant to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

13           C. If the Consultant fails to comply with the EBO, the City may  
14 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
15 to become due under the Agreement may be retained by the City. The City may  
16 also pursue any and all other remedies at law or in equity for any breach.

17           D. Failure to comply with the EBO may be used as evidence  
18 against the Consultant in actions taken pursuant to the provisions of Long Beach  
19 Municipal Code 2.93 et seq., Contractor Responsibility.

20           E. If the City determines that the Consultant has set up or used its  
21 contracting entity for the purpose of evading the intent of the EBO, the City may  
22 terminate the Agreement on behalf of the City. Violation of this provision may be  
23 used as evidence against the Consultant in actions taken pursuant to the provisions  
24 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

25           23. NOTICES. Any notice or approval required by this Agreement shall  
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
27 postage prepaid, addressed to Consultant at the address first stated above, and to the City  
28 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a

1 copy to the City Engineer at the same address. Notice of change of address shall be given  
2 in the same manner as stated for other notices. Notice shall be deemed given on the date  
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 24. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all  
6 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent or  
8 copyright registration on any Data or other result arising from Consultant's  
9 performance of this Agreement. By executing this Agreement, Consultant assigns  
10 any ownership interest Consultant may have in the Data to the City.

11 C. Consultant warrants that the Data does not violate or infringe  
12 any patent, copyright, trade secret or other proprietary right of any other party.  
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
14 and employees harmless from any and all claims, demands, damages, loss, liability,  
15 causes of action, costs or expenses (including reasonable attorneys' fees) whether  
16 or not reduced to judgment, arising from any breach or alleged breach of this  
17 warranty.

18 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
19 that Consultant has not employed or retained any entity or person to solicit or obtain this  
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
21 commission, or other monies based on or from the award of this Agreement. If Consultant  
22 breaches this warranty, City shall have the right to terminate this Agreement immediately  
23 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
24 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
25 other monies.

26 26. WAIVER. The acceptance of any services or the payment of any  
27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3           27. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
5 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
6 "Audit" prior to termination or expiration of this Agreement.

7           28. TAX REPORTING. As required by federal and state law, City is  
8 obligated to and will report the payment of compensation to Consultant on Form 1099-  
9 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
10 resulting from payments under this Agreement. Consultant shall submit Consultant's  
11 Employer Identification Number (EIN), or Consultant's Social Security Number if  
12 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
13 Financial Management. Consultant acknowledges and agrees that City has no obligation  
14 to pay Consultant until Consultant provides one of these numbers.

15           29. ADVERTISING. Consultant shall not use the name of City, its officials  
16 or employees in any advertising or solicitation for business or as a reference, without the  
17 prior approval of the City Manager or designee.

18           30. AUDIT. City shall have the right at all reasonable times during the  
19 term of this Agreement and for a period of five (5) years after termination or expiration of  
20 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
21 books, records, accounts, and other documents of Consultant relating to this Agreement.

22           31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
23 designed to or entered for the purpose of creating any benefit or right for any person or  
24 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

THE KENNARD DEVELOPMENT GROUP  
DBA KDG CONSTRUCTION  
CONSULTING, a California corporation

March 10, 2023

By   
Name Lydia H. Kennard  
Title President

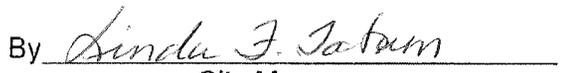
March 10, 2023

By   
Name Jeffrey Lilly  
Title EVP - CFO

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

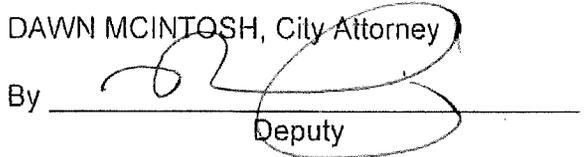
"Consultant"  
CITY OF LONG BEACH, a municipal  
corporation

March 29, 2023

By   
City Manager

"City"

This Agreement is approved as to form on March 15, 2023.

DAWN MCINTOSH, City Attorney  
By   
Deputy

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A-1”

Request for Qualifications AP22-002



City of Long Beach  
 Purchasing Division  
 411 W. Ocean Blvd, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## City of Long Beach

### Request For Qualifications Number AP22-002

### For Engineering Design & Construction Management Services for Taxilane K Reconstruction & Construct Taxilane U Projects at the Long Beach Airport

|                               |            |
|-------------------------------|------------|
| Release Date:                 | 10/14/2021 |
| Mandatory Pre-SOQ Conference: | 10/26/2021 |
| Questions Due to the City:    | 11/03/2021 |
| Posting of the Q & A:         | 11/16/2021 |
| Due Date:                     | 11/30/2021 |

City Contact: Tommy Ryan

562-570-5664

### See Section 4 for instructions on submitting SOQs.

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this SOQ are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



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- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE (EBO) COMPLIANCE FORM
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- A PROJECT DESCRIPTIONS
- B FAA - DESIGN AND ENGINEERING STANDARDS
- C FAA - AIRPORT CONSTRUCTION STANDARDS
- D FAA - AIRPORT ENGINEERING BRIEFS
- E SCOPE OF SERVICES SAMPLES
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## 1. OVERVIEW OF PROJECT

### Project Overview

The City of Long Beach (City), sponsor for the Long Beach Airport (Airport), is soliciting Statements of Qualifications (SOQ) from professional engineering consulting firms to provide engineering design services and engineering construction management services for the Taxilane K Reconstruction and Construct Taxilane U Projects (Projects) at the Long Beach Airport.

**PROJECT #1 - TAXILANE K RECONSTRUCTION:** The project includes the reconstruction of approximately 71,500 sq. ft. of pavement (650'x110', including shoulders) and the rehabilitation of approximately 67,650 sq. ft. of pavement (615'x110', including shoulders). The project includes improvements to pavement marking, lighting, signage, and drainage systems. AIP and future PFC funds will be used. Taxilane K is a taxilane that takes traffic from the east end of Taxiway K to the south to several hangars in that area. An Airport Pavement Management System (APMS) report completed in August 2017 determined the area-weighted PCI for the taxilane to be 42, with a 2022 predicted area-weighted PCI of 32. These improvements will preserve safety and capacity.

**PROJECT #2 - CONSTRUCT TAXILANE U:** The project includes conversion of former Runway 16R-34L south of Taxiway F to a taxilane to provide tenant access and facilitate development of additional tie-down area at the south end of former Runway 16R-34L. Approximately 42,900 sf of pavement (660'x65', including shoulders) will be constructed. The project includes improvements to pavement marking, lighting, signage, and drainage systems. The taxilane will serve as access to Taxiway F for general aviation operations at the Airport. The portion of Former Runway 16R-34L was last rehabilitated in 1985. An APMS report completed in August 2017 determined the area-weighted PCI to be 18, with a 2022 predicted area-weighted PCI of 14. These improvements will preserve safety and capacity.

Additional detailed information regarding the project is listed in Appendix A Project Description.

The nature of the Scope of Services will generally include, but is not limited to, civil and electrical engineering. The City encourages businesses of all sizes to participate in the RFQ process. Consultants may propose only on one service; either design services or construction management services. Consultants shall clearly label responses to indicate which service they are submitting their SOQ on.

The City intends to award one (1) design services contract and one (1) construction management services contract for both projects to the selected consultants; however, each project will have its separate project number for budget tracking and administrative purposes.



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Airport sponsors must use qualifications based selection procedures in the selection and engagement of consultants in the same manner as Federal contracts for architectural and engineering services negotiated under Title IX of the Federal Property and Administration Services Act of 1949, or equivalent State/sponsor qualifications based requirements. The guidelines included in Chapter 2 of Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5100-14E Change 1 are recommended to comply with Title 49 Code of Federal Regulations (CFR) § 18.36 when selecting consultants for airport projects funded under Federal grant programs and are hereby incorporated by reference into this RFQ. Should any conflict arise between this RFQ and FAA AC 150/5100-14E Change 1, the more stringent requirement shall take precedence.

Consultant(s) will be tentatively selected based on qualifications and subsequent task order/contract costs will be negotiated prior to contract award. The contract will be for a set period of time as agreed upon by the Airport and the selected Consultant(s). The selected Consultant(s) will be assigned tasks for the project at the sole discretion of the Airport. If a fee cannot be agreed upon between the Airport and the selected Consultant(s), then negotiations will be terminated, and the Airport will enter into negotiations with the firm ranked next.

All of the services are anticipated to be funded by the FAA under its Airport Improvement Program (AIP) grant for Fiscal Year 2023; therefore, the plans, specifications, another required design and phasing documents for both projects are to be completed and submitted to the Airport and FAA by February 2023. Public construction bidding is anticipated for March 2023. Time is of the essence in the performance of this Contract. Consultant shall devote the necessary time and effort to its performance under this Contract.

## 2. ACRONYMS/DEFINITIONS

For purposes of this RFQ, the following acronyms/definitions will be used:

|                           |  |
|---------------------------|--|
| <b>AC</b>                 | Advisory Circular  |
| <b>Awarded Consultant</b> | The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFQ.  |
| <b>City</b>               | The City of Long Beach and any department or agency identified herein.   |
| <b>Consultant</b>         | Organization/individual submitting qualifications in response to this RFQ. A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in this RFQ, employed by the Airport to undertake work funded, wholly or in part, under the FAA airport grant assistance program. |



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|                                       |  |
|---------------------------------------|--|
| <b>Contractor</b>                     | See "Consultant"   |
| <b>CSPP</b>                           | Construction Safety and Phasing Plan   |
| <b>DBE</b>                            | Disadvantaged Business Enterprise  |
| <b>Department / Division</b>          | City of Long Beach, Long Beach Airport, Engineering Division.  |
| <b>Engineer</b>                       | The Airport Engineer of the City of Long Beach and designated representatives.   |
| <b>Engineering Services</b>           | Professional services of an engineering nature, required to be performed or approved by a person licensed, registered, or certified to provide such services associated with research, planning, development, design, construction, alteration, or repair of real property; and other professional or incidental services, which members of the engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual design, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services. |
| <b>Evaluation/Selection Committee</b> | An independent committee comprised of representatives of the City and other qualified professionals established to review qualifications submitted in response to the RFQ, evaluate the SOQ, and select Consultant(s).   |
| <b>FAA</b>                            | Federal Aviation Administration  |
| <b>FBO</b>                            | Fixed Base Operator  |
| <b>Fee</b>                            | Compensation paid to the Consultant for professional services rendered.  |
| <b>Fixed Fee</b>                      | A percentage rate applied to all estimated costs, including overhead, to determine payment for profit, willingness to serve, and assumption of responsibility.   |
| <b>LGB</b>                            | Long Beach Airport   |



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|  |   |
|--|---|
| <b>May</b>                                   | Indicates something that is not mandatory but permissible.  |
| <b>Primary Engineer/Principal Consultant</b> | A firm that is held responsible for the overall performance of the professional service including that which is accomplished by others under separate or special services subcontracts.   |
| <b>Proposer</b>                              | See "Consultant".   |
| <b>RFQ</b>                                   | Request for Qualifications.   |
| <b>Shall / Must</b>                          | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a SOQ as non-responsive.  |
| <b>Should</b>                                | Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the SOQ without the information.   |
| <b>SOQ</b>                                   | Statement of Qualifications submitted in response to this RFQ   |
| <b>Sponsor</b>                               | A public agency or private owner of a public-use airport that submits to the FAA an application for financial assistance for the airport (49 USC § 47102(19)). The City of Long Beach – Airport Department is the Sponsor for the Long Beach Airport. |
| <b>SRM</b>                                   | Safety Risk Management  |
| <b>SSCP</b>                                  | Security Screening Checkpoint   |
| <b>Subcontractor/ Subconsultant</b>          | Third party not directly employed by the Consultant who will provide services identified in this RFQ.   |
| <b>SWPPP</b>                                 | Stormwater Pollution Prevention Plan  |
| <b>TAIP</b>                                  | Terminal Area Improvements Project  |



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### **3. SCOPE OF PROJECT**

#### **3.1 General Background**

The Airport is a Department of the City. The Airport covers 1,166 acres of area and is centered between the major business and tourism areas of Orange and Los Angeles counties and has continued to serve as an economic engine for the region since 1923. Aviation activities are located just north of Interstate 405 (I-405) and generally bound by Cherry Avenue to the west, City of Lakewood and Douglas Park to the north, and Lakewood Boulevard to the east. The Airport and surrounding area are located in the City's Airport Land Use District, which the zoning code designates as Planned Development (PD). Allowed uses within the District (PD-12) include areas for commercial storage, general industrial, light industrial, medium industrial, park or planned development.

The Airport is slot regulated and currently allocates 53 daily slots for air carrier operations. Currently, four major airlines (Southwest, American Airlines, Delta, and Hawaiian Airlines), along with smaller charter operators, are serving passengers at the Airport. In calendar year 2019, the Airport served more than 3.6 million passengers. In addition to commercial operations, aircraft maintenance center for corporate jets, two Fixed Base Operators (FBO) and Cargo operation UPS also operate at LGB. Cargo operation handled just over 48 million pounds of cargo in 2019. This activity in 2019, combined with a healthy general aviation component, provided LGB with just over 300,000 aircraft operations.

#### **Terminal**

The existing Long Beach Airport terminal building ("Terminal") was constructed in 1941 and was declared a local historic landmark in 1990. The existing 11-gate passenger concourse ("Concourse") and passenger security-screening checkpoint ("SSCP") were completed in 2012 as part of the first phase of the Terminal Area Improvements Program (TAIP).

The Airport is currently undergoing the second phase of the TAIP ("Phase II"), which is estimated to be completed in 2023. Phase II generally focuses on the pre-security side and is intended to increase operational efficiency and improve passenger experience at the Airport.

#### **Airfield**

LGB has three runways, including one primary commercial runway of 10,000 feet, a secondary air-carrier with a length of 6,192 feet, and a 3,918 ft long General Aviation runway. As a small hub airport with 12.5 million square feet of airfield pavement, LGB relies on the FAA AIP to ensure that the Airport continues to conform to existing and



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future demands, facilitates safe and efficient operations, and maintains FAA compliant airfield.

- 3.2 **General Scope.** The Airport intends to engage the services of professional engineering consulting firms to provide design services and construction management services as detailed in Section 3.3 and Section 3.4 below for the projects. This is considered a general scope of services. It is not intended that these tasks comprise a comprehensive list or are the only tasks required for the projects. Specific scope of services will be developed after Consultant(s) selection is made. Elements could be added, changed, or deleted as a result. Information regarding the general scope for the construction projects is provided in Section 1, Overview of Project.

### 3.2.1 Project Administration

#### 3.2.1.1 Budget

Awarded Consultant(s) will prepare budgets for each task and milestone separately for each project. Such budgets will be entered into the Consultant's and/or City's Information System along with actual costs incurred and used as a basis for cost monitoring and control.

#### 3.2.1.2 Progress Report

Progress reports shall be prepared in accordance with City guidelines, which will be provided to selected Consultant(s) upon contract award. Consultant will prepare separate monthly reports of expenditures for each project by task and milestone. Reports will be required monthly and shall be accompanied by an invoice. Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.

#### 3.2.1.3 Schedule

Meetings will be held, and at such meetings, the schedule will be reviewed, and adjustments will be made, if necessary, due to any changing circumstances at that time. Consultant will be responsible for developing and implementing a project schedule to complete the work. The schedule shall be developed in accordance with restrictions imposed by funding requirements.

#### 3.2.1.4 Contract Administration

Consultant(s) shall maintain ongoing liaison with the City Project Manager, agencies contacts and others to promote effective coordination during the course of project development.



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### 3.2.1.5 Billing/Invoicing Requirements

- Consultant(s) will be responsible for developing and executing two separate invoices with their own separate values. One invoice for the Taxilane K project and a separate invoice for the Taxilane U project.
- Invoices for approved monthly services shall be submitted by Consultant(s) and received by the City within 30 calendar days of the completion of the approved monthly services specified in the task order.
- Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- If Consultants fails to satisfactory complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

**3.3 Engineering Design Services:** Consultants performing design services may be employed directly by the Airport to implement one or more phases of the project or may be employed by the principal Consultant via a subcontract agreement. In certain instances, these services may also be performed by the principal Consultant. This category includes Engineering services normally required for Airport projects. It involves services generally of a civil, and/or electrical engineering nature. The services are usually conducted in, but are not limited to, the four distinct and sequential phases summarized below:

**3.3.1. Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

- 3.3.1.1. Conferring with the City on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
- 3.3.1.2. Planning, procuring, and/or preparing necessary surveys, field investigations, and engineering studies required for preliminary design considerations.
- 3.3.1.3. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.



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- 3.3.2. **Design Phase.** This phase includes activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, the below:
- 3.3.2.1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - 3.3.2.2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing engineering, and special environmental studies.
  - 3.3.2.3. Preparing necessary engineering reports and recommendations.
  - 3.3.2.4. Preparing detailed plans, specifications, cost estimates, design schedules, and construction schedules.
  - 3.3.2.5. Preparing construction safety plans and phasing plans (CSPP).
  - 3.3.2.6. Printing and providing necessary hard copies and digital hard-drive copies of engineering drawings and contract specifications.
  - 3.3.2.7. Conduct a Safety Risk Management (SRM) per FAA's Safety Risk Management Order, 8040.4 if necessary.
  - 3.3.2.8. Preparing the Engineer's Design Report.
- 3.3.3. **Bidding Phase.** These activities are sometimes considered part of the construction phase. They involve assisting the City in advertising and securing bids, analyzing bid results, and preparing contract documents.
- 3.3.4. **Construction Phase.** This phase includes services rendered after the award of a construction contract, including, but not limited to, the following activities:
- 3.3.4.1. Providing consultation and advice to the City during all phases of construction.
  - 3.3.4.2. Representing the City at preconstruction conferences.
  - 3.3.4.3. Inspecting work in progress periodically and providing appropriate reports to the City.



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- 3.3.4.4. Reviewing and approving submittals, Request for Information (RFI), and shop and erection drawings submitted by contractors for compliance with design concept / drawings.
- 3.3.4.5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- 3.3.4.6. Observing or reviewing performance tests required by specifications.
- 3.3.5. **Project Closeout Phase.** This phase includes all services rendered after the completion of a construction contract, including, but not limited to, the following activities:
  - 3.3.5.1. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.
  - 3.3.5.2. Providing record drawings.
  - 3.3.5.3. Preparing grant amendment request and associated justification, if applicable.
  - 3.3.5.4. Preparing final project reports including financial summary.
  - 3.3.5.5. Reviewing operations and maintenance manuals.
- 3.4 **Engineering Construction Management Services:** Consultants performing construction management services may be employed directly by the Airport or by the principal Consultant via a subcontract agreement. In certain instances, these services may also be performed by the principal Consultant. Some examples of construction management services that might be employed for the project include, but are not limited to, the following:
  - 3.4.1. Assisting in reviewing plans and specifications during design phases, if necessary.
  - 3.4.2. Conducting construction projects pre-bid meeting.
  - 3.4.3. Performing soil investigations, including core sampling, laboratory tests, related analyses, and reports.
  - 3.4.4. Participating in public information and community involvement activities.
  - 3.4.5. Performing quality assurance, materials testing, and inspection services.



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- 3.4.6. Performing and preparing land surveys and topographic maps, if necessary.
- 3.4.7. Preparing of record drawings.
- 3.4.8. Preparing of quality control plan.
- 3.4.9. Preparing and negotiating change orders and supplemental agreements.
- 3.4.10. Preparing a Final Construction Report of the completed project.
- 3.4.11. Providing project administration and communication support to the Airport, including but not limited to: conducting weekly project update meeting; preparing construction management program; and providing consultation and recommendation to the Airport during all phases of construction.
- 3.4.12. Monitoring and documenting construction progress, review plans, specs, schedule, and pay application utilizing the Orion software.
- 3.4.13. Assisting in the review, negotiation, preparation of construction contract change orders.
- 3.4.14. Reporting on DBE participation if applicable.
- 3.4.15. Providing expert witness testimony in litigation involving the project.
- 3.4.16. Preparing FAA quarterly performance reports.
- 3.4.17. Preparing FAA monthly inspection reports.
- 3.4.18. Assisting in preparation of SWPPP reports.
- 3.4.19. Performing Project close-out
  - 3.4.19.1. Making final inspections and submitting punch-lists.
  - 3.4.19.2. Reviewing redline plans from general contractor
  - 3.4.19.3. Coordinating and working with Contractor and other City consultants to finalize construction record drawings.
  - 3.4.19.4. Preparing summary of material testing report.
  - 3.4.19.5. Preparing summary of project change orders.



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- 3.4.19.6. Preparing grant amendment request and associated justifications, if applicable.
  - 3.4.19.7. Preparing final project reports including financial summary.
  - 3.4.19.8. Obtaining release of liens from all contractors.
- 3.5 **Division of Responsibility and Authority.** It is common to have one firm provide the design services and one firm provide construction management services. In these cases, the firm providing the services are considered the primary engineer or principal consultant as defined above. As such, the principal consultant will represent the City in coordinating and overseeing the work of other engineering / consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the City. The subsequent task order assignments shall clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.
- 3.6 All prospective Consultants are advised that this RFQ does not guarantee work, and that some of the services may not be required. The City reserves the right to initiate additional procurement action for any of the services included in this RFQ.
- 3.7 It is important for the City and Consultant(s) to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during the RFQ process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services shall be developed between the City and Consultant(s) prior to negotiating a project design and construction management fee. This may be accomplished during meetings with the Engineer or through investigation and/or study to clearly define the extent of the project. The project scope meeting will offer the opportunity for refinement, amendment, and allow for more detailed project definition of the services to be rendered.
- 3.8 The scope of the service(s) must be sufficiently detailed so that a reasonable fee estimate can be provided to the City (see Appendix F for Consultant Services Fee-Costs Samples). The following items are typical of those that should be considered in developing the scope of services:
- 3.8.1. Engineering Design Services
    - 3.8.1.1. Nature, extent, and character of the project, the location thereof, and time limitations.
    - 3.8.1.2. Delineation of responsibilities of the Consultant, the City, and other Consultants and parties involved in the



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performance of the project, particularly key personnel such as the Project Manager.

- 3.8.1.3. List of meetings the Consultant is expected to attend.
  - 3.8.1.4. Design schedule.
  - 3.8.1.5. Special services required.
  - 3.8.1.6. Complexity of design.
  - 3.8.1.7. Safety and operational considerations.
  - 3.8.1.8. Environmental considerations.
  - 3.8.1.9. Survey requirements.
  - 3.8.1.10. Delineation of the duties and responsibilities of the Consultant resident Engineer/Inspector.
  - 3.8.1.11. Preparation of forms, letters, documents, and reports.
  - 3.8.1.12. Preparation of an Engineer's Design Report and Final Report.
  - 3.8.1.13. Quality Control during design.
  - 3.8.1.14. Coordination with other Consultants and Agencies.
  - 3.8.1.15. Deliverables.
  - 3.8.1.16. Data and material furnished by the City.
  - 3.8.1.17. Testing and commissioning requirements.
  - 3.8.1.18. City / County requirements.
  - 3.8.1.19. Complexity of construction phasing to minimize impacts on Airport operations.
- 3.8.2. Engineering Construction Management Services
- 3.8.2.1. Preparation of Construction Management Plan prior to start of construction.
  - 3.8.2.2. Preparation of Quality Control / Quality Assurance Plan.



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- 3.8.2.3. Preparation of Risk Registry prior to start of construction and maintained throughout project
- 3.8.2.4. Nature, extent, and character of the project, the location thereof, and time limitations.
- 3.8.2.5. Delineation of responsibilities of the Consultant, the City, and other Consultants and parties involved in the performance of the project, particularly key personnel such as the Construction Manager.
- 3.8.2.6. Delineation of the duties and responsibilities of the resident Engineer / Inspector.
- 3.8.2.7. List of meetings the Consultant is expected to attend.
- 3.8.2.8. Special services required.
- 3.8.2.9. Complexity of construction.
- 3.8.2.10. Safety, operational, and environmental considerations.
- 3.8.2.11. Quality Assurance and Inspection services during construction.
- 3.8.2.12. Preparation of forms, letters, documents, and reports.
- 3.8.2.13. Coordination with other Consultant(s) and Agencies.
- 3.8.2.14. Deliverables.
- 3.8.2.15. Data and material furnished by the City.
- 3.8.2.16. Testing and commissioning requirements.
- 3.8.2.17. City / County requirements.
- 3.8.2.18. Complexity of construction phasing to minimize impacts on airport operations.



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#### 4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFQ, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by **11:00 AM PST on November 3, 2021**. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

#### 4.2 **RFQ Timeline (times indicated are Pacific Time)**

| <b><u>TASK</u></b>                           | <b><u>DATE/TIME</u></b>       |
|--|-------------------------------|
| Mandatory Pre-SOQ conference                 | October 26, 2021 at 10:00 am  |
| Deadline for submitting questions            | November 03, 2021 by 11:00 am |
| Answers to all questions submitted available | November 16, 2021 by 11:00 am |
| Deadline for submission of SOQ               | November 30, 2021 by 11:00 am |
| Evaluation period                            | December 2021 – January 2022  |
| Short-list/Interview Presentations           | December 2021/January 2022    |
| Selection of Consultant(s)                   | On or about January 2022      |

***NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.***



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#### 4.2.1 Mandatory Pre-SOQ Conference

The City will conduct a **mandatory** pre-SOQ conference to explain the scope of services, review RFQ processes, Labor Compliance, and provide answers to questions regarding the RFQ **at 10:00 am on October 26, 2021**. Prospective respondents must attend this meeting.

##### **MS Teams**

[Click here to join the meeting](#)

Join by Phone: +1 213-279-1690

Phone Conference ID: 487 880 909#

Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-SOQ conference.

Attendance to the conference is mandatory for Proposers submitting SOQs as Primary Consultants. Due to the nature of the scope of services and the specific standards required by the City, **no SOQ will be accepted from a Consultant who fails to attend the Pre-SOQ Conference as scheduled.** Attendance to the conference is optional for prospective subconsultants.

#### 4.3 Method of Submission

Electronic SOQs shall be submitted via the City's secure online bidding system. All required sections of the SOQ must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic SOQ. The Bid Management System will not accept late submittals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their SOQ was submitted successfully. The City will only receive those SOQs that were transmitted successfully.

RFQ cover page shall be signed in ink, scanned and included with SOQ in the electronic submission.

Submit SOQ online at:

<https://pbsystem.planetbids.com/portal/15810/portal-home>

It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic proposal/SOQ, etc.



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- 4.4 **SOQs must be received by 11:00 AM (PST) on November 30, 2021.** SOQs that do not arrive by the specified date and time **WILL NOT BE ACCEPTED.** Consultants may submit their SOQ any time prior to the above stated deadline. The City will not be held responsible for SOQs mishandled as a result of technical error. Facsimile or telephone SOQs will **NOT** be considered unless otherwise authorized; however, SOQs may be modified by fax or written notice provided such notice is received prior to the opening of the SOQs.
- 4.5 SOQs are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ, per the evaluation criteria listed in Section 5.1. The SOQ should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 8, Warranty/Maintenance and Service; and Section 9, Company Background and References, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- 4.7 The SOQ must be signed by the individual(s) legally authorized to bind the Consultant. Consultants shall complete the cover page of the RFQ document, sign in ink, and submit electronically with their SOQ.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the SOQ and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 SOQs shall be submitted in three (3) distinct parts:

**Part One (1)** – Statement of Qualifications

**Part Two (2)** – City Required Forms

**Part Three (3)** – Financial Documentation/Statements

THE SOQ MUST NOT INCLUDE COST AND PRICING INFORMATION. The City will request such information from selected Consultants prior to Contract award. **Inclusion of cost and pricing information will result in disqualification of the SOQ.**



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**4.11 A responsive SOQ will include the following completed documents:**

- **SOQ**
- **City Required Forms** shall be one separate file and uploaded separately from the SOQ on the general attachment tab in PlanetBids:
  - Attachment A – Compliance with the Terms and Conditions of the RFQ, signed with any exceptions noted
  - Attachment C – Statement of Non-Collusion, signed and dated
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
  - Attachment E – Contractor's W-9
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
  - Attachment H – Insurance Requirements, Signed and dated
  - Attachment I - Completed Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.
  - Attachment J – Completed DBE Race-Neutral Participation Listing and Bidders List
  - Addenda (if applicable)
- **Financial Documentation/Statements.**

**5. SOQ EVALUATION AND AWARD PROCESS**

- 5.1 SOQs shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Financial stability; and
  - 5.1.5 Conformance with the terms of this RFQ.
- 5.2 SOQs shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of an SOQ; and seek and review any other information deemed pertinent to the evaluation process. The City shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any SOQ term from prospective Consultants.



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- 5.5 Selected Consultant(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFQ.
- 5.6 Any contract resulting from this RFQ shall not be effective unless and until approved by the City Council / City Manager, as applicable.
- 5.7 **Federal Procedures for Selection of Consultants.** The procedures included in Chapter 2 of FAA AC 150/5100-14E Change 1 are hereby incorporated by reference into this RFQ. Should any conflict arise between this RFQ and FAA AC 150/5100-14E Change 1, the more stringent requirement shall take precedence.
- 5.8 **Selection Committee.** The Airport Director will appoint a selection committee to evaluate each SOQ. The selection committee will be comprised of Airport officials (management staff), licensed engineers, and other professionals qualified to evaluate the merits of the SOQ based on the criteria listed in Section 5.
- 5.9 **SOQ Evaluation Criteria.** The criteria to be used in evaluating potential Consultants are listed below. Numerical rating factors have been assigned to each criterion on the basis of the City's priorities and conception of the importance of each factor in the attainment of a successful project.
- 5.9.1 Key personnel's professional qualifications, experience, and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures. *(25 points)*
- 5.9.2 Proven experience in all aspects of Airport Engineering and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task. *(20 points)*
- 5.9.3 Demonstrated understanding of project implementation and potential problems. *(15 points)*
- 5.9.4 Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns. *(10 points)*
- 5.9.5 Current workload and demonstrated ability to meet scheduled deadlines. *(10 points)*
- 5.9.6 Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. *(10 points)*



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5.9.7 Qualifications and experience of outside consultants regularly engaged by the Consultant under consideration. *(5 points)*

5.9.8 Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the project. *(5 points)*

**Total Possible SOQ Evaluation Score *(100 Points)***

5.10 **Pre-Selection Short List Procedure.** Members of the selection committee will rank prospective Consultants by their respective SOQ Evaluation Scores. The selection committee will convene to discuss and evaluate scoring, for purposes of developing pre-selection short lists of the top-ranked Consultants for the design services and construction management services. Proposers who score less than 80 out of the possible 100 points on the SOQ Evaluation Criteria will not be eligible to the short list.

5.11 **Interview Presentations.** Consultants from the short lists will be invited to present their general approach to providing professional services and discuss their approach to meeting the City's requirements. The invitation notification will include the location, date, time, and parameters for the presentation and subsequent interview. Presenters must participate in the interview to a degree commensurate with their role in the firm's performance of the professional services offered. Short-listed Consultants will be notified in writing to prepare and present a general project proposal, which will focus on the projects. **The general project proposal must NOT include cost or pricing information.**

5.11.1 **Engineering Design Services:** Consultants from the short list will be invited to present their general approach to achieving design excellence, while successfully controlling time and costs for the project.

The interview presentation evaluation criteria shall include the following:

- a. Communication / interpersonal skills, including responses to questions. *(20 points)*
- b. Technical approach – brief discussion of the tasks or steps the Consultant would take to accomplish the work described in the scope of services. *(20 points)*
- c. Team members, other key personnel, previous experience, and the role they would fill on the project. Qualifications and time commitment of the project manager proposed for the project. *(20 points)*
- d. Current workload and availability of team members, key personnel, and project manager. *(15 points)*



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- e. Proposed project schedule, including major tasks and target completion dates. *(10 points)*
- f. Value engineering – brief discussion of the Consultant's capability, training, and experience to carry out value engineering studies. *(10 points)*
- g. A detailed description of the proposed scope of services required for the identified project. *(5 points)*

**Total Possible Engineering Design Services Interview Score (100 Points)**

5.11.2 **Engineering Construction Management Services:** Consultants from the engineering construction management services short list will be invited to present their capabilities to provide the specialized professional services offered.

The interview presentation evaluation criteria shall include the following:

- a. Team members, other key personnel, previous experience, and the role they would fill providing the construction management services. Qualifications and time commitment of the proposed construction manager. *(30 points)*
- b. Communication / interpersonal skills, including responses to questions. *(25 points)*
- c. Technical approach – a brief discussion of the tasks or steps that the Consultant would take to accomplish the work described in the construction manager scope of services. *(25 points)*
- d. Current workload of team members, key personnel, and construction manager. *(10 points)*
- e. A detailed description of the construction management scope of services offered along with a typical project for which the services may benefit the City. *(10 points)*

**Total Possible Engineering Construction Management Services Interview Score (100 Points)**



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5.12 **Consultant Selection.** Members of the selection committee will rank prospective Consultants by their respective Interview Scores. The selection committee will convene to discuss and evaluate scoring, for purposes of determining the highest qualified Consultant(s) for design and construction management services. The City may select zero (0), or one (1) Consultant each for design and construction management services. The Airport Director will submit the recommendation of the selection committee to the City Council for approval.

5.13 Following selection, prior to the start of contract negotiations, selected Consultants must submit to the City an initial cost proposal, required insurance certificates (including listed subconsultants), and the complete DBE list. It is anticipated that design phases will utilize the Fixed Lump-Sum Payment contracting methods; however, specific contracting methods will be agreed upon during contract negotiations.

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

Only a proposer who has actually submitted a SOQ is eligible to protest a contract awarded through a Request for Qualifications (RFQ). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted an SOQ via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a SOQ must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Consultant profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFQ justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the SOQ or, if the proposer is a corporation, by an officer of the corporation, and addressed to the



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City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFQ and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

#### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

### 7. **PROJECT SPECIFICATIONS**

Refer to Section 3, Scope of Project.

### 8. **WARRANTY/MAINTENANCE AND SERVICE**

The Consultant shall maintain all warranties listed in the Pro-Forma Agreement attached to this RFQ. Consultants shall provide acknowledgement and acceptance of the full Pro Forma Agreement of the City of Long Beach on company letterhead as part of the SOQ.

### 9. **COMPANY BACKGROUND AND REFERENCES**

#### 9.1 Primary Consultant Information

Consultants must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.



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- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFQ.
- Company background/history and why Consultant is qualified to provide the services described in this RFQ.
- Length of time Consultant has been providing services described in this RFQ to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the SOQ non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFQ, shall be final.

## 9.2 Subconsultant Information

### 9.2.1 Does this SOQ include the use of subconsultants?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Consultant must:

- 9.2.1.1 Identify specific subconsultants and the specific requirements of this RFQ for which each proposed subconsultant will perform services.



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- 9.2.1.2 Provide the same information for any subconsultants as is indicated in Section 9.1 for the Consultant as primary consultant.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subconsultants.
- 9.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subconsultants used for this project. SOQs shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary Consultant shall not allow any subconsultant to commence work until all insurance required of subconsultant is obtained.

### 9.3 References

Consultants should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment
- Staff assigned to reference engagement that will be designated for work per this RFQ;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. **COST**

- 10.1 THE SOQ **MUST NOT** INCLUDE COST AND PRICING INFORMATION. Inclusion of cost and pricing information shall result in disqualification of the SOQ. The below is for informational purposes only and will be requested only from the selected successful Consultant(s).



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- 10.2 Upon selection of the successful Consultant and prior to the start of contract negotiations, the City and Consultant shall meet to develop a general forecast scope of services for the term of the Contract. The awarded Consultant shall submit a proposed general fee and supporting cost breakdown. The proposed general fee will be used to establish the overall contract value.
- 10.3 Compensation for various assigned tasks may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the City. The Consultant shall provide supporting per diem and hourly rate cost breakdown information following selection, prior to contract award. The Consultant may provide per diem or hourly rates on an annual basis or blended rates for the initial term.
- 10.4 A detailed scope of services, proposed fee, and supporting cost breakdown will be requested by the City on a task order basis. Subsequent fee review and negotiations will be conducted in accordance with FAA AC 150/5100-14E Change 1.
- 10.5 Any substitution, with written approval by the City, shall be paid at the same or lower rate of the previously approved or similar classification.
- 10.6 **Allowable Costs.** Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, Office of Management and Budget (OMB) Circular A-87, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. Chapter 4 of FAA AC 150/5100-14E Change 1 contains examples of typical expenses allowable under the above regulations.
- 10.7 **Non-allowable Costs.** The expenses listed below are not allowable for reimbursement under an airport grant:
  - 10.7.1 Markups on non-labor expenses or markups on subconsultant charges at all tiers for goods, services, direct labor costs, or expenses.
  - 10.7.2 Costs of amusement and social activities and incidental costs such as meals, lodging, rentals, transportation, and gratuities.
  - 10.7.3 Contributions and donations.
  - 10.7.4 Bad debts, including losses due to uncollectible customer's accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the Consultant.
  - 10.7.5 Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
  - 10.7.6 Interest on borrowed capital.



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10.7.7 Bonus payment for early completion of work.

## 11. **BONDS**

Not Applicable.

## 12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under FAA Airport Improvement Program (AIP) grant. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Consultant's Records – The Awarded Consultant shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Consultant which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Consultant hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Consultant will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Consultant (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Consultant shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Consultant shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).



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- 12.6 Compliance with Davis-Bacon Act – The Awarded Consultant shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a Consultant purchases ownership with grant support.” The Awarded Consultant shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Consultant hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Consultant shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit Consultants from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its SOQ. The Awarded Consultant agrees that, to the extent consultants or subconsultants are utilized, the Awarded Consultants shall use small, minority, women-owned, or disadvantaged business concerns and consultants or subconsultants to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).



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- 12.12.1 It is the policy of the City of Long Beach to encourage the use of Disadvantaged-, Minority- or Women-Owned Business Enterprises in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.
- 12.12.2 The Airport has established a Triennial Disadvantaged Business Enterprise (DBE) Overall Goal of 7.7% applicable to U. S. Department of Transportation Federal Aviation Administration (FAA) assisted contracts for Federal Fiscal Years 2021-2023. However, bidders are urged to obtain DBE participation to the maximum extent possible.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Long Beach to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

If the Contractor intends to utilize subconsultants during the performance of this contract, the Contractor is expected to afford DBEs equitable opportunity to compete and perform in these areas. To facilitate capturing Race-Neutral DBE participation under this Contract, the Contractor is requested to complete and submit the "DBE Race-Neutral Participation Listing" form (see Attachment J) with the SOQ, which includes the following information for each DBE listed:

- 12.12.2.1 The name, address, and telephone number of the firm
- 12.12.2.2 Type of work to be performed
- 12.12.2.3 The estimated dollar amount of work to be performed
- 12.12.2.4 Number of years in business.
- 12.12.2.5 DBE certification eligibility status, in conformance with 49 CFR Part 26
- 12.12.2.6 Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed to meet the Owner's overall goal.

The Proposer must submit a "Bidders List" (see Attachment J) with the SOQ containing information about all firms (Disadvantaged Business Enterprise (DBE) and Non-DBE) that bid, propose or quote on City of Long Beach's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.



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- 12.13 National Preservation Acts – The Awarded Consultant shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Consultant hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Consultant into any subcontract exceeding \$10,000.
- 12.15 Non-discrimination; Assurance Clause – The Awarded Consultant (and each subcontract the prime consultant signs with a subcontractor) must include the following assurance: The consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the consultant from future bidding as non-responsible.



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- 12.16 Prompt Payment – The City of Long Beach has, by a contract clause pursuant to 49 CFR 26.29; “Prompt Payment Mechanisms for Recipients”, adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Awarded Consultant to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor’s receipt of payment from the City of Long Beach. A provision will also apply to the disbursement of retention proceeds withheld by Consultant, requiring the prompt return of retention payments from Consultant to the subcontractor within a specific period, not-to-exceed the period set forth to Consultant by the City of Long Beach, after the subcontractor’s work is satisfactorily completed. Consultant will incorporate these prompt payment provisions in all subcontract agreements issued by Consultant with respect to this Contract.

In accordance with Revised 26.29 “Prompt Payment Provisions”, the City of Long Beach at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Decline to hold retainage from the Awarded Consultant and require a contract clause obligating Consultant to make prompt and full payment of any retainage kept by Consultant to the subcontractor within 7 days after the subcontractor’s work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from the City of Long Beach will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

- 12.17 Patent Rights – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.18 Payments, Reports, Records, Retention and Enforcement – The Awarded Consultant acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Consultant shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Consultant and all other pending matters are closed.



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- 12.19 Publications – All publications created and/or published with funding under any contract arising from this RFQ shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.20 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.21 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.
- 12.22 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of two (2) years with three (3) annual renewal options at the discretion of the City. The contract term will not exceed 5 years.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in SOQs received.
- 13.4 The City reserves the right to reject any or all SOQs received prior to contract award.



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- 13.5 The City will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Consultants.
- 13.7 SOQs must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Consultant's standard contract language. The omission of these documents may render a SOQ non-responsive.
- 13.8 Alterations, modifications or variations to a SOQ may not be considered unless authorized by the RFQ or by addendum or amendment.
- 13.9 SOQs which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 SOQs may be withdrawn by written or facsimile notice received prior to the SOQ opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other consultant, Consultant or prospective Consultant.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting an SOQ or to submit any intentionally high or noncompetitive proposal. All SOQs must be made in good faith and without collusion.
- 13.13 Prices offered by Consultants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the SOQs or any other such expenses incurred by the Consultant in responding to the RFQ, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 13.15 SOQ will become public record after staff proposes the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law. Each Consultant may clearly label all or part of a SOQ as "CONFIDENTIAL" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The



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failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

- 13.16 An SOQ submitted in response to this RFQ must identify any subconsultants, and outline the contractual relationship between the awarded Consultant and each subconsultant. An official of each proposed subconsultant must sign, and include as part of the SOQ submitted in response to this RFQ, a statement to the effect that the subconsultant has read and will agree to abide by the awarded Consultant's obligations.
- 13.17 The awarded Consultant will be the sole point of contract responsibility. The City will look solely to the awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded Consultant shall not be relieved for the non-performance of any or all subconsultants.
- 13.18 The awarded Consultant must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Consultant has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.
- 13.20 Each Consultant must include in its SOQ a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any SOQ. The City reserves the right to reject any SOQ based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Consultant expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded Consultant's SOQ, together with any



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modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFQ, any modifications and clarifications to the awarded Consultant's SOQ, and the awarded Consultant's SOQ. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.24 Consultant understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the SOQ. Any Consultant misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the SOQ.
- 13.25 No announcement concerning the award of a contract as a result of this RFQ may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All plans and documents prepared by the Consultants on behalf of the City shall become the sole property of the City.
- 13.28 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of



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litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Consultant's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subconsultants, or anyone under Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Consultant elects to use subconsultants, Consultant agrees to require its subconsultants to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Consultant.

The provisions of this Section shall survive the expiration or termination of this Contract.

Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the consultant to pay not less than the said prevailing rate of wages to all workers employed by the consultant in the execution of this contract. The Consultant expressly



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agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

- 13.28 **CALIFORNIA WAGE RATE REQUIREMENTS:** This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2021-2 prevailing wage rate**, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.
- 13.29 **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.
- 13.30 **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to



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furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

- 13.31 **APPRENTICESHIP EMPLOYMENT:** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.
- 13.32 **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.
- 13.33 **FEDERAL DAVIS BACON REQUIREMENTS:** This federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Appendix H of the RFQ and all record keeping requirements of the Davis Bacon Act.





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## **Attachment B**

### **PRO-FORMA AGREEMENT**

[Attached for reference; to be completed upon Contract Award]



1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for  
9 these services provided, however, that access to City documents, records, and the  
10 like, if needed by Consultant, shall be available only during City's normal business  
11 hours and provided that milestones for performance, if any, are met.

12 D. Consultant has requested to receive regular payments. City  
13 shall pay Consultant in due course of payments following receipt from Consultant  
14 and approval by City of invoices showing the services or task performed, the time  
15 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
16 on the invoices that Consultant has performed the services in full conformance with  
17 this Agreement and is entitled to receive payment. Each invoice shall be  
18 accompanied by a progress report indicating the progress to date of services  
19 performed and covered by the invoice, including a brief statement of any Project  
20 problems and potential causes of delay in performance, and listing those services  
21 that are projected for performance by Consultant during the next invoice cycle.  
22 Where billing is done and payment is made on an hourly basis, the parties  
23 acknowledge that this arrangement is either customary practice for Consultant's  
24 profession, industry, or business, or is necessary to satisfy audit and legal  
25 requirements which may arise due to the fact that City is a municipality.

26 E. Consultant represents that Consultant has obtained all  
27 necessary information on conditions and circumstances that may affect its  
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this  
2 Agreement has been signed by both parties and until Consultant's evidence of  
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 \_\_\_\_\_, 20\_\_, and shall terminate at 11:59 p.m. on \_\_\_\_\_, 20<sup>19</sup>, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's  
10 representative, if any, named in Exhibit "C", attached to this Agreement and  
11 incorporated by this reference. Consultant shall advise and inform City's  
12 representative of the work in progress on the Project in sufficient detail so as to  
13 assist City's representative in making presentations and in holding meetings on the  
14 Project. City shall furnish to Consultant information or materials, if any, described  
15 in Exhibit "D" attached to this Agreement and incorporated by this reference, and  
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City  
18 for entering this Agreement was and is the reputation and skill of Consultant's key  
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
20 reference. City shall have the right to approve any person proposed by Consultant  
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,  
23 Consultant is and shall act as an independent contractor and not an employee,  
24 representative, or agent of City. Consultant shall have control of Consultant's work and  
25 the manner in which it is performed. Consultant shall be free to contract for similar services  
26 to be performed for others during this Agreement provided, however, that Consultant acts  
27 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
28 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
4 warrants that neither Consultant nor any of Consultant's employees or agents shall  
5 represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this  
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
9 duration of this Agreement, from insurance companies that are admitted to write  
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
11 Company or from authorized non-admitted insurance companies subject to Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 by A.M. Best Company the following insurance:

14 i. Commercial general liability insurance (equivalent in  
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
16 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
17 This coverage shall include but not be limited to broad form contractual  
18 liability, cross liability, independent contractors liability, and products and  
19 completed operations liability. The City, its boards and commissions, and  
20 their officials, employees and agents shall be named as additional insureds  
21 by endorsement (on City's endorsement form or on an endorsement  
22 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both  
23 CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37  
24 07 04), and this insurance shall contain no special limitations on the scope of  
25 protection given to the City, its boards and commissions, and their officials,  
26 employees and agents. This policy shall be endorsed to state that the insurer  
27 waives its right of subrogation against City, its boards and commissions, and  
28 their officials, employees and agents.

1                   ii.       Workers' Compensation insurance as required by the  
2                   California Labor Code and employer's liability insurance in an amount not  
3                   less than \$1,000,000. This policy shall be endorsed to state that the insurer  
4                   waives its right of subrogation against City, its boards and commissions, and  
5                   their officials, employees and agents.

6                   iii.       Professional liability or errors and omissions insurance  
7                   in an amount not less than \$1,000,000 per claim.

8                   iv.       Commercial automobile liability insurance (equivalent in  
9                   scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
10                  an amount not less than \$500,000 combined single limit per accident.

11                 B.       Any self-insurance program, self-insured retention, or  
12                 deductible must be separately approved in writing by City's Risk Manager or  
13                 designee and shall protect City, its officials, employees and agents in the same  
14                 manner and to the same extent as they would have been protected had the policy  
15                 or policies not contained retention or deductible provisions.

16                 C.       Each insurance policy shall be endorsed to state that coverage  
17                 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior  
18                 written notice to City, shall be primary and not contributing to any other insurance  
19                 or self-insurance maintained by City, and shall be endorsed to state that coverage  
20                 maintained by City shall be excess to and shall not contribute to insurance or self-  
21                 insurance maintained by Consultant. Consultant shall notify the City in writing within  
22                 five (5) days after any insurance has been voided by the insurer or cancelled by the  
23                 insured.

24                 D.       If this coverage is written on a "claims made" basis, it must  
25                 provide for an extended reporting period of not less than one hundred eighty (180)  
26                 days, commencing on the date this Agreement expires or is terminated, unless  
27                 Consultant guarantees that Consultant will provide to the City evidence of  
28                 uninterrupted, continuing coverage for a period of not less than three (3) years,

1 commencing on the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors  
3 which Consultant uses in the performance of these services maintain insurance in  
4 compliance with this Section unless otherwise agreed in writing by City's Risk  
5 Manager or designee.

6 F. Prior to the start of performance, Consultant shall deliver to City  
7 certificates of insurance and the endorsements for approval as to sufficiency and  
8 form. In addition, Consultant, shall, within thirty (30) days prior to expiration of the  
9 insurance, furnish to City certificates of insurance and endorsements evidencing  
10 renewal of the insurance. City reserves the right to require complete certified copies  
11 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
12 time. Consultant shall make available to City's Risk Manager or designee all books,  
13 records and other information relating to this insurance, during normal business  
14 hours.

15 G. Any modification or waiver of these insurance requirements  
16 shall only be made with the approval of City's Risk Manager or designee. Not more  
17 frequently than once a year, the City's Risk Manager or designee may require that  
18 Consultant, Consultant's subconsultants and contractors change the amount, scope  
19 or types of coverages required in this Section if, in his or her sole opinion, the  
20 amount, scope, or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed  
22 or deemed as a limitation on liability relating to Consultant's performance or as full  
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
2 of City, except that Consultant may with the prior approval of the City Manager of City,  
3 assign any moneys due or to become due the Consultant under this Agreement. Any  
4 attempted assignment or delegation shall be void, and any assignee or delegate shall  
5 acquire no right or interest by reason of an attempted assignment or delegation.  
6 Furthermore, Consultant shall not subcontract any portion of its performance without the  
7 prior approval of the City Manager or designee, or substitute an approved subconsultant  
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
9 prevent Consultant from employing as many employees as Consultant deems necessary  
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
12 certifies that, at the time Consultant executes this Agreement and for its duration,  
13 Consultant does not and will not perform services for any other client which would create  
14 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
15 of that other client. Consultant further certifies that Consultant does not now have and shall  
16 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
17 other source of income, interest in real property or investment which would be affected in  
18 any manner or degree by the performance of Consultant's services hereunder. And,  
19 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
20 and contractors.

21 8. MATERIALS. Consultant shall furnish all labor and supervision,  
22 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
23 necessary to or used in the performance of Consultant's obligations under this Agreement,  
24 except as stated in Exhibit "D".

25 9. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed, or assembled by Consultant or furnished to Consultant in connection  
27 with this Agreement, including but not limited to documents, estimates, calculations,  
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material, and  
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
3 and City shall have the unrestricted right to use and disclose the Data in any manner and  
4 for any purpose without payment of further compensation to Consultant. Copies of Data  
5 may be retained by Consultant but Consultant warrants that Data shall not be made  
6 available to any person or entity for use without the prior approval of City. This warranty  
7 shall survive termination of this Agreement for five (5) years.

8 10. TERMINATION. Either party shall have the right to terminate this  
9 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
10 prior written notice to the other party. In the event of termination under this Section, City  
11 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
12 effective date of termination for which Consultant has not been previously paid. The  
13 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
14 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
15 the performance of this Agreement, whether in draft or final form, or in process. And,  
16 Consultant acknowledges and agrees that City's obligation to make final payment is  
17 conditioned on Consultant's delivery of the Data to the City.

18 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and  
19 shall not disclose the Data or use the Data directly or indirectly other than in the course of  
20 performing its services, during the term of this Agreement and for five (5) years following  
21 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
22 all information, whether written, oral, or visual, obtained by any means whatsoever in the  
23 course of performing its services for the same period of time. Consultant shall not disclose  
24 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
25 of others except for the purpose of this Agreement.

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

5 A. Any costs incurred by the City due to Consultant's failure to  
6 meet the standards required by the scope of work or Consultant's failure to perform  
7 fully the tasks described in the scope of work which, in either case, causes the City  
8 to request that Consultant perform again all or part of the Scope of Work shall be at  
9 the sole cost of Consultant and City shall not pay any additional compensation to  
10 Consultant for its re-performance.

11 B. If the Project involves construction and the scope of work  
12 requires Consultant to prepare plans and specifications with an estimate of the cost  
13 of construction, then Consultant may be required to modify the plans and  
14 specifications, any construction documents relating to the plans and specifications,  
15 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
16 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
17 This modification shall be submitted in a timely fashion to allow City to receive new  
18 bids within four (4) months after the date on which the original plans and  
19 specifications were submitted by Consultant.

20 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
21 amended, nor any provision or breach waived, except in writing signed by the parties which  
22 expressly refers to this Agreement.

23 15. LAW. This Agreement shall be governed by and construed pursuant  
24 to the laws of the State of California (except those provisions of California law pertaining  
25 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
26 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
27 and local governmental authorities.

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other  
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

4 A. Consultant shall indemnify, protect and hold harmless City, its  
5 Boards, Commissions, and their officials, employees and agents (“Indemnified  
6 Parties”), from and against any and all liability, claims, demands, damage, loss,  
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
8 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
9 in connection with (1) Consultant’s breach or failure to comply with any of its  
10 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
11 omissions or misrepresentations committed by Consultant, its officers, employees,  
12 agents, subcontractors, or anyone under Consultant’s control, in the performance  
13 of work or services under this Agreement (collectively “Claims” or individually  
14 “Claim”).

15 B. In addition to Consultant’s duty to indemnify, Consultant shall  
16 have a separate and wholly independent duty to defend Indemnified Parties at  
17 Consultant’s expense by legal counsel approved by City, from and against all  
18 Claims, and shall continue this defense until the Claims are resolved, whether by  
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
20 breach, or the like on the part of Consultant shall be required for the duty to defend  
21 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
22 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
23 in the defense.

24 C. If a court of competent jurisdiction determines that a Claim was  
25 caused by the sole negligence or willful misconduct of Indemnified Parties,  
26 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the  
27 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
28 percentage of willful misconduct attributed by the court to the Indemnified Parties.

1 D. To the extent this Agreement is a professional service  
2 agreement for work or services performed by a design professional (architect,  
3 landscape architect, professional engineer or professional land surveyor), the  
4 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
5 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
6 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
7 willful misconduct of the Consultant.

8 E. The provisions of this Section shall survive the expiration or  
9 termination of this Agreement.

10 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
11 Agreement and any Exhibit, the provisions of this Agreement shall govern.

12 19. NONDISCRIMINATION.

13 A. In connection with performance of this Agreement and subject  
14 to applicable rules and regulations, Consultant shall not discriminate against any  
15 employee or applicant for employment because of race, religion, national origin,  
16 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
17 disability. Consultant shall ensure that applicants are employed, and that employees  
18 are treated during their employment, without regard to these bases. These actions  
19 shall include, but not be limited to, the following: employment, upgrading, demotion  
20 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay  
21 or other forms of compensation, and selection for training, including apprenticeship.

22 B. It is the policy of City to encourage the participation of  
23 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
24 procurement process, and Consultant agrees to use its best efforts to carry out this  
25 policy in its use of subconsultants and contractors to the fullest extent consistent  
26 with the efficient performance of this Agreement. Consultant may rely on written  
27 representations by subconsultants and contractors regarding their status.  
28 Consultant shall report to City in May and in December or, in the case of short-term

1 agreements, prior to invoicing for final payment, the names of all subconsultants  
2 and contractors hired by Consultant for this Project and information on whether or  
3 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
4 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

5 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
6 accordance with the provisions of the Ordinance, this Agreement is subject to the  
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
8 Long Beach Municipal Code, as amended from time to time.

9 A. During the performance of this Agreement, the Consultant  
10 certifies and represents that the Consultant will comply with the EBO. The  
11 Consultant agrees to post the following statement in conspicuous places at its place  
12 of business available to employees and applicants for employment:

13 “During the performance of a contract with the City of Long Beach, the  
14 Consultant will provide equal benefits to employees with spouses and its  
15 employees with domestic partners. Additional information about the City of  
16 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
17 Long Beach Business Services Division at 562-570-6200.”

18 B. The failure of the Consultant to comply with the EBO will be  
19 deemed to be a material breach of the Agreement by the City.

20 C. If the Consultant fails to comply with the EBO, the City may  
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
22 to become due under the Agreement may be retained by the City. The City may  
23 also pursue any and all other remedies at law or in equity for any breach.

24 D. Failure to comply with the EBO may be used as evidence  
25 against the Consultant in actions taken pursuant to the provisions of Long Beach  
26 Municipal Code 2.93 et seq., Contractor Responsibility.

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

4 21. NOTICES. Any notice or approval required by this Agreement shall  
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
6 postage prepaid, addressed to Consultant at the address first stated above, and to the City  
7 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a  
8 copy to the City Engineer at the same address. Notice of change of address shall be given  
9 in the same manner as stated for other notices. Notice shall be deemed given on the date  
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 22. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all  
13 Data: © City of Long Beach, California 2,104, inserting the appropriate year.

14 B. City reserves the exclusive right to seek and obtain a patent or  
15 copyright registration on any Data or other result arising from Consultant's  
16 performance of this Agreement. By executing this Agreement, Consultant assigns  
17 any ownership interest Consultant may have in the Data to the City.

18 C. Consultant warrants that the Data does not violate or infringe  
19 any patent, copyright, trade secret or other proprietary right of any other party.  
20 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
21 and employees harmless from any and all claims, demands, damages, loss, liability,  
22 causes of action, costs or expenses (including reasonable attorneys' fees) whether  
23 or not reduced to judgment, arising from any breach or alleged breach of this  
24 warranty.

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
28 commission, or other monies based on or from the award of this Agreement. If Consultant

1 breaches this warranty, City shall have the right to terminate this Agreement immediately  
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
3 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
4 other monies.

5 24. WAIVER. The acceptance of any services or the payment of any  
6 money by City shall not operate as a waiver of any provision of this Agreement or of any  
7 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
8 Agreement shall not constitute a waiver of any other or subsequent breach of this  
9 Agreement.

10 25. CONTINUATION. Termination or expiration of this Agreement shall  
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

13 26. TAX REPORTING. As required by federal and state law, City is  
14 obligated to and will report the payment of compensation to Consultant on Form 1099-  
15 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
16 resulting from payments under this Agreement. Consultant shall submit Consultant's  
17 Employer Identification Number (EIN), or Consultant's Social Security Number if  
18 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
19 Financial Management. Consultant acknowledges and agrees that City has no obligation  
20 to pay Consultant until Consultant provides one of these numbers.

21 27. ADVERTISING. Consultant shall not use the name of City, its officials  
22 or employees in any advertising or solicitation for business or as a reference, without the  
23 prior approval of the City Manager or designee.

24 28. AUDIT. City shall have the right at all reasonable times during the  
25 term of this Agreement and for a period of five (5) years after termination or expiration of  
26 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
27 books, records, accounts, and other documents of Consultant relating to this Agreement.

28 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

1 designed to or entered for the purpose of creating any benefit or right for any person or  
2 entity of any kind that is not a party to this Agreement.

3 IN WITNESS WHEREOF, the parties have caused this document to be duly  
4 executed with all formalities required by law as of the date first stated above.

5 (NAME OF CONSULTANT)  
6 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
7 Name \_\_\_\_\_  
8 Title \_\_\_\_\_

9 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
10 Name \_\_\_\_\_  
11 Title \_\_\_\_\_

12 "Consultant"

13 CITY OF LONG BEACH, a municipal  
14 corporation

15 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
16 City Manager

17 "City"

18 This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

19 CHARLES PARKIN, City Attorney

20 By \_\_\_\_\_  
21 Deputy

22

23

24

25

26

27

28



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The SOQ is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

This SOQ is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham SOQ and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_  
Business/Contractor/Agency

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

r20141001



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/SOQ or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach  
 Purchasing Division  
 411 W. Ocean Blvd, 6th Floor  
 Long Beach, CA 90802

Form **W-9**  
 (Rev. October 2014)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |  |
|--|--|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p> |
|--|--|

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|  |   |   |   |   |  |
|--|---|---|---|---|--|
| Social security number   |   |   |   |   |  |
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|  | - |   | - |   |  |
| or   |   |   |   |   |  |
| Employer identification number   |   |   |   |   |  |
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|  | - |   |   |   |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                                  |              |
|-----------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|-----------|----------------------------------|--------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





City of Long Beach  
 Purchasing Division  
 411 W. Ocean Blvd, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

The screenshot shows the California Secretary of State's Business Search website. The header features the state seal and the name 'Alex Padilla, California Secretary of State'. A navigation menu includes links for 'About', 'Business', 'Notary & Authentications', 'Elections', 'Campaign & Lobbying', 'State Archives', 'Registries', 'News', and 'Contact'. The main content area is titled 'Business Search' and provides instructions on how to use the search tool. It states that the search provides access to information for corporations, limited liability companies, and limited partnerships. A list of instructions for conducting a search is provided, including selecting a search type and entering the entity name or number. A search form is visible with a 'Search Type' dropdown menu, radio buttons for 'Search by Corporation Name', 'Search by LP/LLC Name', and 'Search by Entity Number', a 'Search Criteria' input field, a 'Search Filter' dropdown menu, and a 'Search' button.

**(Note, individual and sole proprietor companies are not required to register)**



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment G**

### **Equal Benefits Ordinance (EBO) Compliance Form**

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. \_\_\_\_ Yes \_\_\_\_ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
\_\_\_\_ Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
\_\_\_\_ Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_ Yes \_\_\_\_ No

**Section 4. REQUIRED DOCUMENTATION**

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

**Section 5. CERTIFICATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### Insurance Requirements

[This replaces the insurance requirements of the Proforma Agreement]

**INDEMNIFICATION:** Consultant shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Consultant's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Consultant, its employees, agents, or subconsultants either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Consultant). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

**INSURANCE:** As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Consultant in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude XCU (explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.

(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

(c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Two Million Dollars (US \$2,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("any auto").

(d) For the projects with costs < \$ 10 million, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Four Million Dollars (\$4,000,000) per claim covering the services provided pursuant to this Agreement should be provided.



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

For the projects with costs \$ 10 million to < \$ 25 million or any projects airside, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Nine Million Dollars (\$9,000,000) per claim covering the services provided pursuant to this Agreement should be provided.

For the projects with costs \$ 25 million to \$ 100 million, umbrella liability (In excess of liability coverages as delineated otherwise in the Agreement) in an amount not less than Fourteen Million Dollars (\$14,000,000) per claim covering the services provided pursuant to this Agreement should be provided.

(e) Professional liability or errors and omissions liability insurance in an amount not Two Million Dollars (\$2,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subconsultants which Consultant may use in the performance of this Agreement shall be required to maintain insurance in compliance with the provisions of this section and to indemnify the City to the same extent as the Consultant with respect to this Agreement.

Consultant shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Consultant's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

By submitting a signature below, Proposer agrees that insurance requirements can be provided as requested.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment I

### Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



City of Long Beach  
Purchasing Division  
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Long Beach, CA 90802

## **Attachment J**

### **DBE Instructions and Forms**

- 1. DBE RACE-NEUTRAL PARTICIPATION LISTING**
- 2. BIDDERS LIST**



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## DBE Instructions to Proposers

If the Proposer intends to utilize subconsultants during the performance of this contract, the Proposer is expected to afford DBEs equitable opportunity to compete and perform in these areas. To facilitate capturing Race-Neutral DBE participation under this Contract, the Proposer is requested to complete and submit the "DBE Race-Neutral Participation Listing" form with the SOQ, which shall include the following information for each DBE listed:

- The name and address of each DBE who will participate in the contract;
- A clearly defined scope of work to be performed by the DBE;
- The estimated value of the work to be performed by the DBE; and,
- DBE certification eligibility status, in conformance with 49 CFR Part 26

All Contractors that are certified DBEs in accordance with eligibility standards set forth in 49 CFR Part 26, and, which are responsible for a commercially useful function (i.e. a distinct element of the actual scope of work), are to be listed in the "DBE Race-Neutral Participation Listing" regardless of contract amount.

In addition, a copy of the DBE certification for each proposed Contractor must be enclosed with the "DBE Race-Neutral Participation Listing".

Additional pages may be duplicated if needed to list additional DBE Contractors.

Proposer is required to complete the Bidders List for U.S. Department of Transportation (DOT) funded projects. The DOT requires the City of Long Beach to create and maintain a "Bidders List" containing information about all firms (Disadvantaged Business Enterprise (DBE) and Non-DBE) that bid, propose or quote on City of Long Beach's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

## DBE RACE-NEUTRAL PARTICIPATION LISTING

Proposers will complete and submit "DBE Race-Neutral Participation Listing" with their SOQ, but no later than 48 hours following the RFQ due date and time. DBEs must be certified on the date SOQs are due to the City. In the event of no race-neutral DBE participation, Proposers must mark "None" under the column entitled "DBE Firm Name." *The DBE information and content provided under "DBE Race-Neutral Participation Listing" will not be considered in the evaluation of the SOQ or determination of award of any contract.*

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

## DBE RACE-NEUTRAL PARTICIPATION LISTING

Proposers will complete and submit "DBE Race-Neutral Participation Listing" with their SOQ, but no later than 48 hours following the RFQ due date and time. DBEs must be certified on the date SOQs are due to the City. In the event of no race-neutral DBE participation, Proposers must mark "None" under the column entitled "DBE Firm Name." *The DBE information and content provided under "DBE Race-Neutral Participation Listing" will not be considered in the evaluation of the SOQ or determination of award of any contract.*

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

|                        |  |
|------------------------|--|
| <b>DBE Firm Name*:</b> | Provide Complete Description of Work to be Performed:  |
| Business Address:      |  |
| Contact Person:        |  |
| Telephone:             |  |
| Email:                 |  |
| DBE Certification No.: | Check Appropriate Box Describing: Subcontractor/Supplier Activity:<br><input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker<br><input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker |
| Subcontract %:         |  |

## BIDDERS LIST

### BIDDERS LIST [FEDERAL FUNDED PROJECTS]

Proposer: \_\_\_\_\_

The Department of Transportation requires City of Long Beach to create and maintain a "Bidders List" containing information about all firms (Disadvantaged Business Enterprise (DBE) and Non-DBE) that bid, propose or quote on City of Long Beach's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information on this "*Bidders List*" form for every firm who submitted a bid, proposal or quote, including the primary Proposer, and submit this information at the time of SOQ submission. However, if not elected to do so at the time of SOQ submission, Proposers must submit such information at the request of the City of Long Beach within 48 hours of RFQ due date. The City of Long Beach will utilize this information to assist in the City of Long Beach's overall annual DBE goal-setting process. ***The "Bidders List" content will not be considered in evaluating the SOQ or determining award of any contract.***

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract. **Failure of the Proposer to submit the required "Bidders List" form may deem the Proposer as non-responsive.**

|  |  |
|--|--|
|  |  |
| Name of Prime Firm:  | Phone: (     )   |
| Firm Address:  | Email:   |
| Number of years in business:   | Type of work/services/materials provided:  |
| Contact Person:  | Title:   |
| Is the firm currently certified as one of the following:<br><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)*<br><input type="checkbox"/> Small Business (SB)/Small Business Enterprise (SBE)<br><input type="checkbox"/> Minority Business Enterprise (MBE)<br><input type="checkbox"/> Women Business Enterprise (WBE)<br><input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) | Check the box below for your firm's annual gross receipts last year:<br><input type="checkbox"/> Less than \$1 million<br><br><input type="checkbox"/> Less than \$5 million |

## BIDDERS LIST

|   |   |
|---|---|
| <input type="checkbox"/> Other                                  | <input type="checkbox"/> Less than \$10 million |
| <input type="checkbox"/> Not Certified<br>*Under CFR 49 Part 26 | <input type="checkbox"/> Less than \$15 million |
|   | <input type="checkbox"/> More than \$15 million |

## BIDDERS LIST

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

|  |  |
|--|--|
| Firm Name:   | Phone: (     )   |
| Firm Address:  | Email:   |
| Number of years in business:   | Type of work/services/materials provided:  |
| Contact Person:  | Title:   |
| <p>Is the firm currently certified as one of the following:</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)*</p> <p><input type="checkbox"/> Small Business (SB)/Small Business Enterprise (SBE)</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)</p> <p><input type="checkbox"/> Other</p> <hr style="width: 30%; margin-left: 0;"/> <p><input type="checkbox"/> Not Certified</p> <p>*Under CFR 49 Part 26</p> | <p>Check the box below for your firm's annual gross receipts last year:</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Less than \$5 million</p> <p><input type="checkbox"/> Less than \$10 million</p> <p><input type="checkbox"/> Less than \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p> |

## BIDDERS LIST

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

|   |   |
|---|---|
| Firm Name:  | Phone: (     )  |
| Firm Address:   | Email:  |
| Number of years in business:  | Type of work/services/materials provided:   |
| Contact Person:   | Title:  |
| <p>Is the firm currently certified as one of the following:</p> <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)*<br><input type="checkbox"/> Small Business (SB)/Small Business Enterprise (SBE)<br><input type="checkbox"/> Minority Business Enterprise (MBE)<br><input type="checkbox"/> Women Business Enterprise (WBE)<br><input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)<br><input type="checkbox"/> Other<br><hr style="width: 30%; margin-left: 0;"/> <input type="checkbox"/> Not Certified<br>*Under CFR 49 Part 26 | <p>Check the box below for your firm's annual gross receipts last year:</p> <input type="checkbox"/> Less than \$1 million<br><input type="checkbox"/> Less than \$5 million<br><input type="checkbox"/> Less than \$10 million<br><input type="checkbox"/> Less than \$15 million<br><input type="checkbox"/> More than \$15 million |

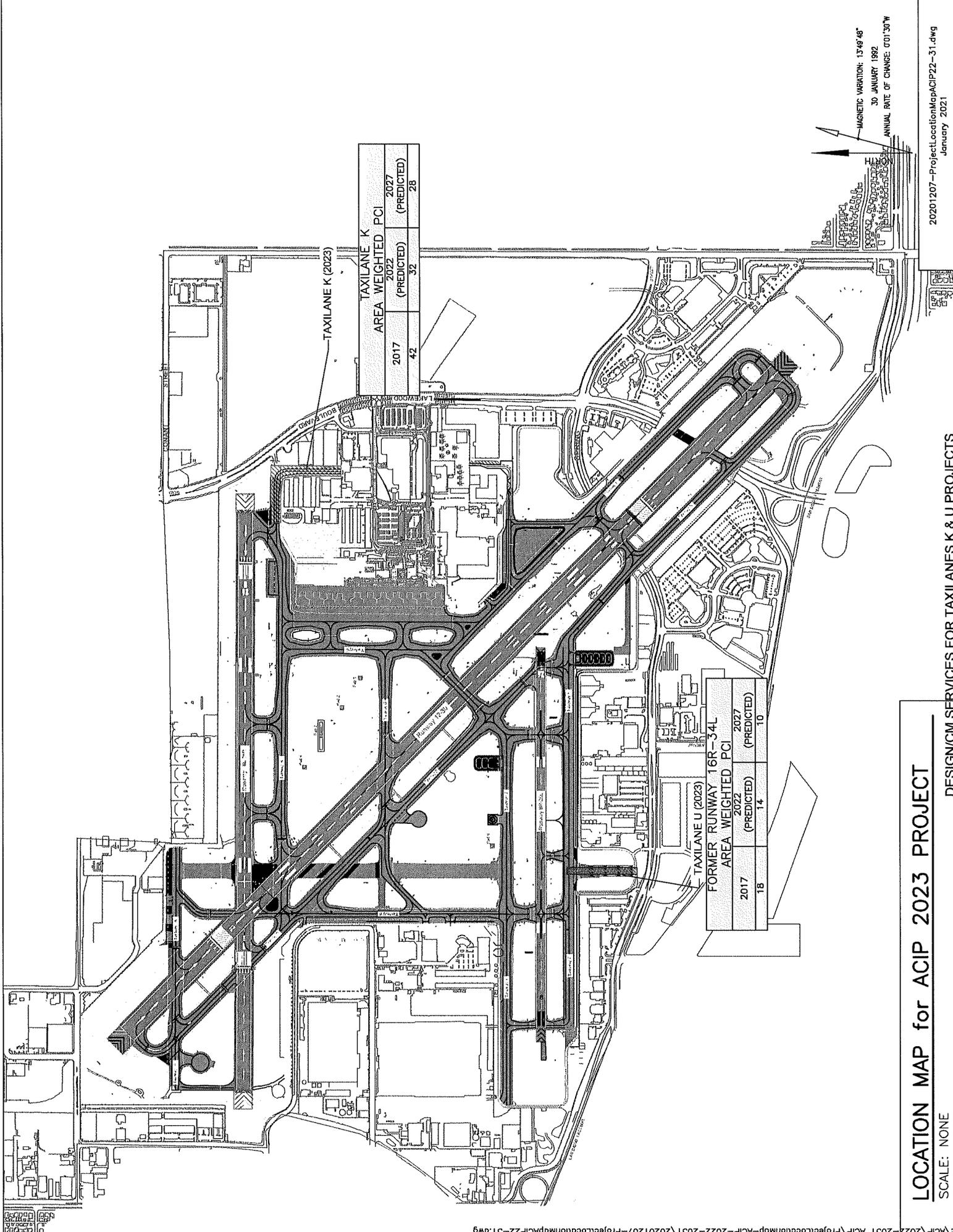
# **Appendix A**

## **PROJECT DESCRIPTIONS (2021-2031 ACIP Data Sheets)**

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| Airport Name   |  | Long Beach Airport (LGB)  |   | Fiscal Year 2023              |                         |
|--|--|---|---|-------------------------------|-------------------------|
| Shown On ALP   | Project Type*  | Project Description   | Federal Share   | Local Share                   | Total                   |
| Yes  | D  | Taxilane K Reconstruction<br>(National Priority Rating Code: RC TL CO = 68) |   |                               |                         |
|  |  | Administration / Design (15%)   | \$491,060   | \$50,590                      | \$541,650               |
|  |  | Construction  | \$3,273,733   | \$337,267                     | \$3,611,000             |
|  |  | Construction Engineering / Inspection (15%)                                 | \$491,060   | \$50,590                      | \$541,650               |
|  |  | TOTAL   | \$4,255,852   | \$438,448                     | \$4,694,300             |
| * D - Development; P - Planning; E - Environmental   |  |   |   |                               |                         |
| <b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b>  |  |   |   |                               |                         |
| Detail Project Description (Square/Lineal Footage or Length/Width)   |  |   |   |                               |                         |
| <p><b>Taxilane K Reconstruction</b> - The project includes the reconstruction of approximately 71,500 sf of pavement (650'x110', including shoulders) and the rehabilitation of approximately 67,650 sf of pavement (615'x110', including shoulders). The project includes improvements to pavement, marking, lighting, signage and drainage systems. AIP and future PFC funds will be used.</p> <p>Taxilane K is a taxilane that takes traffic from the east end of Taxiway K to the south to several hangars in that area. A PMMS report completed in August 2017 determined the area-weighted PCI for the taxilane to be 42, with a 2022 predicted area-weighted PCI of 32. These improvements will preserve safety and capacity.</p> |  |   |   |                               |                         |
| Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)  |  |   |   |                               |                         |
|  | Grant Application                                      | DEC 2022  | Grant Execution   | JUL 2023                      |                         |
|  | Bid Opening  | MAY 2023  | Construction Commencement   | NOV 2023                      |                         |
|  | Grant Offer  | JUN 2023  | Construction Completion   | DEC 2024                      |                         |
| NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)  |  |   |   |                               |                         |
| CATEX documentation will be completed and submitted to the FAA for a determination on the GA Apron Construction project prior to submission of the grant application.  |  |   |   |                               |                         |
| Date of Last ALP Approval Depicting Proposed Projects  |  |   |   |                               |                         |
| 5/28/2020 (Approval of ALP update depicting the proposed changes within Airfield Geometry Study Preferred Alternative 3A)  |  |   |   |                               |                         |
| Land Title Status & Date of Exhibit "A" Status   |  |   |   | Date                          |                         |
| Exhibit "A" Property Map Drawing<br>No new R/W is required for this project.   |  |   |   | June 18, 2012                 |                         |
| Open AIP Funded Projects (include grant number and grant description)  |  |   |   |                               | Expected Close-out Date |
| 3-06-0127-045-2019   | Improvements to Taxiway C                              |   |   | MAR 2021                      |                         |
| 3-06-0127-046-2020   | Taxiway D Rehabilitation                               |   |   | JUNE 2021                     |                         |
| 3-06-0127-048-2020   | Construct Taxiway B and Reconstruct Taxiway L, Phase I |   |   | MAR 2023                      |                         |
| 3-06-0127-049-2020   | Reconstruct Taxiway L, Phase II                        |   |   | MAR 2023                      |                         |
| <b>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</b>  |  |   |   |                               |                         |
| Cynthia Guidry, P.E.<br>Director, Long Beach Airport   |  |   | Vanessa Estrada<br>Capital Projects Coordinator, Long Beach Airport |                               |                         |
| Name / Title of Authorized Representative (Print or Type)  |  |   | Contact Name and Title (Print or Type)                              |                               |                         |
|  |  |   | 562.570.2620  |                               |                         |
| Signature  |  | Date  |   | Contact Phone (Print or Type) |                         |

| Airport Name   |                   | Long Beach Airport (LGB)  |   | Fiscal Year 2023              |             |
|--|-------------------|---|---|-------------------------------|-------------|
| Shown On ALP   | Project Type*     | Project Description   | Federal Share   | Local Share                   | Total       |
| Yes  | D                 | AGS Phase 5 - Taxilane U Reconstruction<br>(National Priority Rating Code: SA AP CO = 75) |   |                               |             |
|  |                   | Administration / Design (15%)   | \$170,682   | \$17,584                      | \$188,267   |
|  |                   | Construction  | \$1,137,883   | \$117,227                     | \$1,255,110 |
|  |                   | Construction Engineering / Inspection (15%)   | \$170,682   | \$17,584                      | \$188,267   |
|  |                   | TOTAL   | \$1,479,248   | \$152,395                     | \$1,631,643 |
| * D - Development; P - Planning; E - Environmental   |                   |   |   |                               |             |
| <b>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</b>  |                   |   |   |                               |             |
| Detail Project Description (Square/Lineal Footage or Length/Width)   |                   |   |   |                               |             |
| <p><b>AGS Phase 5 - Taxilane U Reconstruction</b> - As part of the fifth phase of implementation of the safety and standardization recommendations contained in the Airfield Geometry Study (AGS), the project includes conversion of [former] Runway 16R-34L south of TWY F to a Taxilane and General Aviation Apron to provide tenant access and facilitate development of additional tie-down area at the south end of [former] Runway 16R-34L. Approximately 42,900 sf of pavement (660'x65', including shoulders) will be constructed. The project includes improvements to pavement, marking, lighting, signage and drainage systems. AIP and future PFC funds will be used.</p> <p>The Taxilane will serve as access to Taxiway F for general aviation operations at the Airport. The portion of Former Runway 16R-34L was last rehabilitated in 1985. A PMMS report completed in August 2017 determined the area-weighted PCI to be 18, with a 2022 predicted area-weighted PCI of 14. These improvements will preserve safety and capacity.</p> |                   |   |   |                               |             |
| Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)  |                   |   |   |                               |             |
|  | Grant Application | DEC 2022  | Grant Execution   | JUL 2023                      |             |
|  | Bid Opening       | MAY 2023  | Construction Commencement   | NOV 2023                      |             |
|  | Grant Offer       | JUN 2023  | Construction Completion   | DEC 2024                      |             |
| NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)  |                   |   |   |                               |             |
| CATEX documentation will be completed and submitted to the FAA for a determination on the GA Apron Construction project prior to submission of the grant application.  |                   |   |   |                               |             |
| Date of Last ALP Approval Depicting Proposed Projects  |                   |   |   |                               |             |
| 5/28/2020 (Approval of ALP update depicting the proposed changes within Airfield Geometry Study Preferred Alternative 3A)  |                   |   |   |                               |             |
| Land Title Status & Date of Exhibit "A" Status   |                   |   |   | Date                          |             |
| Exhibit "A" Property Map Drawing<br>No new R/W is required for this project.   |                   |   |   | June 18, 2012                 |             |
| Open AIP Funded Projects (include grant number and grant description)  |                   |   |   | Expected Close-out Date       |             |
| 3-06-0127-045-2019   |                   | Improvements to Taxiway C   |   | MAR 2021                      |             |
| 3-06-0127-046-2020   |                   | Taxiway D Rehabilitation  |   | JUNE 2021                     |             |
| 3-06-0127-048-2020   |                   | Construct Taxiway B and Reconstruct Taxiway L, Phase I                                    |   | MAR 2023                      |             |
| 3-06-0127-049-2020   |                   | Reconstruct Taxiway L, Phase II   |   | MAR 2023                      |             |
| <b>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</b>  |                   |   |   |                               |             |
| Cynthia Guidry, P.E.<br>Director, Long Beach Airport   |                   |   | Vanessa Estrada<br>Capital Projects Coordinator, Long Beach Airport |                               |             |
| Name / Title of Authorized Representative (Print or Type)  |                   |   | Contact Name and Title (Print or Type)                              |                               |             |
|  |                   |   | 562.570.2620  |                               |             |
| Signature  |                   | Date  |   | Contact Phone (Print or Type) |             |



|                   |      |    |                  |    |                  |    |
|-------------------|------|----|------------------|----|------------------|----|
| TAXILANE K        | 2017 | 42 | 2022 (PREDICTED) | 32 | 2027 (PREDICTED) | 28 |
| AREA WEIGHTED PCI |      |    |                  |    |                  |    |

|   |      |    |                  |    |                  |    |
|---|------|----|------------------|----|------------------|----|
| FORMER RUNWAY 16R-34L TAXILANE U (2023) | 2017 | 18 | 2022 (PREDICTED) | 14 | 2027 (PREDICTED) | 10 |
| AREA WEIGHTED PCI                       |      |    |                  |    |                  |    |

MAGNETIC VARIATION: 13'48'48"  
 30 JANUARY 1992  
 ANNUAL RATE OF CHANGE: 0.01'30"W

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# **Appendix B**

**(FAA – Airport Design and Engineering  
Standards)**

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**Federal Aviation  
Administration**

## Airport Design and Engineering Standards Airports

This page provides a quick reference to engineering, design, and construction standards for various airport-related equipment, facilities, and structures. Visit our [Series 150 Advisory Circular Library](#) ([www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/)) for a complete listing of current advisory circulars.

See also--

- [Airport Construction Standards](#)  
([www.faa.gov/airports/engineering/construction\\_standards/](http://www.faa.gov/airports/engineering/construction_standards/))
- [Airport Design Software](#) ([www.faa.gov/airports/engineering/design\\_software/](http://www.faa.gov/airports/engineering/design_software/))
- [Airport Engineering Briefs](#)  
([www.faa.gov/airports/engineering/engineering\\_briefs/](http://www.faa.gov/airports/engineering/engineering_briefs/))

### Design Standards

| Item   | Reference<br>(See most recent version and any associated changes)  |
|--|--|
| ADS-B (Automatic Dependent Surveillance-Broadcast) Squitters | <a href="#">AC 150/5220-26</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-26">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-26</a> )             |
| Airport Design   | <a href="#">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )             |
| Airport Drainage   | <a href="#">AC 150/5320-5</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-5">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-5</a> )                   |
| Airport Layout Plans   | <a href="#">AC 150/5070-6</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5070-6">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5070-6</a> )                   |
| Airport Lighting - Runway/Taxiway                            | <a href="#">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )             |
| Airport Lighting - Runway Centerline                         | <a href="#">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )             |
| Airport Lighting - Radio Control                             | <a href="#">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )             |
| Airport Marking  | <a href="#">AC 150/5340-1</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-1">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-1</a> )                   |
| Airport Master Plans   | <a href="#">AC 150/5070-6</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5070-6">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5070-6</a> )                   |
| Airport Signage  | <a href="#">AC 150/5340-18</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-18">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-18</a> )             |
| Airport Terminal Facilities                                  | <a href="#">AC 150/5360-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5360-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5360-13</a> )             |
| Apron  | <a href="#">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )(Appendix 5) |
| ARFF (aircraft rescue and fire fighting) Building            | <a href="#">AC 150/5210-15</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-15">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-15</a> )             |

| Item  | Reference<br>(See most recent version and any associated changes)  |
|---|--|
| ARFF (aircraft rescue and fire fighting) Equipment - DEVS           | <a href="#">AC 150/5220-10</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10</a> )( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-19">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-19</a> ) |
| ARFF (aircraft rescue and fire fighting) Equipment - Clothing       | <a href="#">AC 150/5210-14</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-14">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-14</a> )   |
| ARFF (aircraft rescue and fire fighting) Training Facility          | <a href="#">AC 150/5220-17</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-17">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-17</a> )   |
| ARFF (aircraft rescue and fire fighting) Vehicle - Small Dual Agent | <a href="#">AC 150/5220-10</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10</a> )( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-19">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-19</a> ) |
| ARFF (aircraft rescue and fire fighting) Vehicle                    | <a href="#">AC 150/5220-10</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-10</a> )   |
| Artificial Turf   | <a href="#">AC 150/5370-15</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-15">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-15</a> )   |
| AWOS (Automated Weather Observing Systems)                          | <a href="#">AC 150/5220-16</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-16">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-16</a> )   |
| Beacons   | <a href="#">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Compass Calibration Pad   | <a href="#">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )(Appendix 4)   |
| Construction Standards  | <a href="#">AC 150/5370-10</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10</a> ).<br>See also <a href="http://www.faa.gov/airports/engineering/construction_standards/">Construction Standards for Airports (www.faa.gov/airports/engineering/construction_standards/)</a>   |
| Deicing Facilities  | <a href="#">AC 150/5300-14</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-14">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-14</a> )   |
| Disability Access to Airports                                       | <a href="#">AC 150/5360-14</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5360-14">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5360-14</a> )   |
| EMAS (Engineered Material Arresting System) Arresting System        | <a href="#">AC 150/5220-22</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-22">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-22</a> )   |
| Fuel Storage  | <a href="#">AC 150/5230-4</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5230-4">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5230-4</a> )   |
| Hellport Design   | <a href="#">AC 150/5390-2</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5390-2">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5390-2</a> )   |
| Landfills   | <a href="#">AC 150/5200-34</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-34">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-34</a> )   |
| Land and Hold Short Lighting  | <a href="#">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Marking of Airport Vehicles   | <a href="#">AC 150/5210-5</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-5">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-5</a> )   |

| Item                                     | Reference<br>(See most recent version and any associated changes)  |
|--|--|
| Operational Safety - Construction        | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-2">AC 150/5370-2</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-2">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-2</a> )  |
| PAPI                                     | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5345-28">AC 150/5345-28</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5345-28">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5345-28</a> )   |
| Passenger Lift for the Impaired          | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-21">AC 150/5220-21</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-21">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-21</a> )   |
| Pavement - Heated                        | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-17">AC 150/5370-17</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-17">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-17</a> )   |
| Pavement Design                          | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-6">AC 150/5320-6</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-6">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5320-6</a> )  |
| Pavement Management System               | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5380-7">AC 150/5380-7</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5380-7">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5380-7</a> )  |
| REIL                                     | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Runway Length Requirements               | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5325-4">AC 150/5325-4</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5325-4">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5325-4</a> )  |
| Runway Surface Monitors                  | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30">AC 150/5200-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30</a> )   |
| Runway Thresholds                        | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )(Appendix 2)   |
| Segmented Circle                         | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-5">AC 150/5340-5</a> ( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-5">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-5</a> )  |
| SMGCS                                    | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Snow Removal Operations                  | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30">AC 150/5200-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-30</a> )   |
| SRE Buildings                            | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-18">AC 150/5220-18</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-18">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-18</a> )   |
| SRE Equipment                            | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-20">AC 150/5220-20</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-20">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5220-20</a> )   |
| State Standards for Non-primary Airports | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5100-13">AC 150/5100-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5100-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5100-13</a> )   |
| VASI                                     | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Wildlife Attractants                     | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-33">AC 150/5200-33</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-33">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5200-33</a> )   |
| Wind Analysis                            | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )(Appendix 1)   |
| Wind Cones                               | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Wind Cones - Supplemental                | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">AC 150/5340-30</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5340-30</a> )   |
| Windrose                                 | <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">AC 150/5300-13</a><br>( <a href="http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13">www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5300-13</a> )(Appendices 1, 11)<br>Airports GIS Windrose Form ( <a href="https://airports-gis.faa.gov/airportsgis/publicToolbox/windroseForm.jsp">https://airports-gis.faa.gov/airportsgis/publicToolbox/windroseForm.jsp</a> ) |

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# **Appendix C**

**(FAA – Airport Construction Standards)**

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## Federal Aviation Administration

# Airport Construction Standards (AC 150/5370-10) Airports

« [Airports Orders \(www.faa.gov/airports/resources/publications/orders/\)](http://www.faa.gov/airports/resources/publications/orders/)

**Instructions:** The following standards are from AC 150/5370-10H, Standards for Specifying Construction of Airports ([www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentNumber/150\\_5370-10](http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10)). To view the entire AC and the latest errata sheet, select the "Complete AC" link below..

See also--

- [Airport Design and Engineering Standards \(www.faa.gov/airports/engineering/design\\_standards/\)](http://www.faa.gov/airports/engineering/design_standards/)
- [Airport Design Software \(www.faa.gov/airports/engineering/design\\_software/\)](http://www.faa.gov/airports/engineering/design_software/)
- [Airport Engineering Briefs \(www.faa.gov/airports/engineering/engineering\\_briefs/\)](http://www.faa.gov/airports/engineering/engineering_briefs/)
- [Series 150 Airport ACs \(www.faa.gov/airports/resources/advisory\\_circulars/\)](http://www.faa.gov/airports/resources/advisory_circulars/)

**Note:** We are in the process of preparing individual files for each Part. Please check back soon to access the files.

## AC 150/5370-10H

### Complete AC

[www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentNumber/150\\_5370-10](http://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5370-10).(CURRENT)

### Part 1 - General Contract Provisions

- Section 10 Definition of Terms
- Section 20 Proposal Requirements and Conditions
- Section 30 Award and Execution of Contract
- Section 40 Scope of Work
- Section 50 Control of Work
- Section 60 Control of Materials
- Section 70 Legal Regulations and Responsibility to Public
- Section 80 Execution and Progress
- Section 90 Measurement and Payment

### Part 2 – General Construction Items

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
- Item C-105 Mobilization
- [Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)]

### **Part 3 – Sitework**

- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade, and Embankment
- Item P-153 Controlled Low-Strength Material (CLSM)
- Item P-154 Subbase Course
- Item P-155 Lime-Treated Subgrade
- Item P-156 Cement Treated Subgrade
- Item P-157 [Cement] [Lime] Kiln Dust Treated Subgrade
- Item P-158 Fly Ash Treated Subgrade

### **Part 4 – Base Courses**

- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-210 Caliche Base Course
- Item P-211 Lime Rock Base Course
- Item P-212 Shell Base Course
- Item P-213 Sand-Clay Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-219 Recycled Concrete Aggregate Base Course
- Item P-220 Cement Treated Soil Base Course

### **Part 5 – Stabilized Base Courses**

- Item P-304 Cement-Treated Aggregate Base Course (CTP)
- Item P-306 Lean Concrete Base Course
- Item P-307 Cement Treated Permeable Base Course (CTPB)

### **Part 6 – Flexible Pavements**

- Item P-401 Asphalt Mix Pavement
- Item P-403 Asphalt Mix Pavement [Base] [Leveling] [Surface] Course
- Item P-404 Fuel-Resistant Asphalt Mix Pavement

### **Part 7 – Rigid Pavement**

- Item P-501 Cement Concrete Pavement

- [Sample PCC Joint Plans](http://www.faa.gov/airports/engineering/pavement_design/#PCCjointplans)  
([www.faa.gov/airports/engineering/pavement\\_design/#PCCjointplans](http://www.faa.gov/airports/engineering/pavement_design/#PCCjointplans))

## **Part 8 – Surface Treatments**

- Item P-608 Emulsified Asphalt Seal Coat
- Item P-608-R Rapid Cure Seal Coat
- Item P-609 Chip Seal Coat
- Item P-623 Emulsified Asphalt Spray Seal Coat
- Item P-626 Emulsified Asphalt Slurry Seal Surface Treatment
- Item P-629 Thermoplastic Coal Tar Emulsion Surface Treatments
- Item P-630 Refined Coal Tar Emulsion Without Additives, Slurry Seal Surface Treatment
- Item P-631 Refined Coal Tar Emulsion With Additives, Slurry Seal Surface Treatment
- Item P-632 Asphalt Pavement Rejuvenation

## **Part 9 – Miscellaneous**

- Item P-602 Emulsified Asphalt Prime Coat
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements
- Item P-606 Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item P-621 Saw-Cut Grooves

## **Part 10 – Fencing**

- Item F-160 Wire Fence with Wood Posts (Class A and B Fences)
- Item F-161 Wire Fence with Steel Posts (Class C and D Fences)
- Item F-162 Chain-Link Fence
- Item F-163 Wildlife Deterrent Fence Skirt
  - [Wildlife Fence Details](#) (below)
- Item F-164 Wildlife Exclusion Fence
  - [Wildlife Fence Details](#) (below)

## **Part 11 – Drainage**

- Item D-701 Pipe for Storm Drains and Culverts
- Item D-702 Slotted Drain
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item D-752 Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures
- Item D-754 Concrete Gutters, Ditches, and Flumes

## Part 12 – Turfing

- Item T-901 Seeding
- Item T-903 Sprigging
- Item T-904 Sodding
- Item T-905 Topsoiling
- Item T-908 Mulching

## Part 13 – Lighting Installation

- Item L-101 Airport Rotating Beacons
- Item L-103 Airport Beacon Towers
- Item L-107 Airport Wind Cones
- Item L-108 Underground Power Cable for Airports
- Item L-109 Airport Transformer Vault and Vault Equipment
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-119 Airport Obstruction Lights
- Item L-125 Installation of Airport Lighting Systems

## Wildlife Fence Details

- Detail F-163-1 Typical Wildlife Deterrent Fence Skirt Details: [PDF](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)), [DWG](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-1-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg))
- Detail F-163-2 Typical Wildlife Deterrent Fence Skirt Details: [PDF](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)), [DWG](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-2-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg))
- Detail F-163-3 Typical Wildlife Deterrent Fence Skirt Details: [PDF](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.pdf)), [DWG](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-163-3-Typical-Wildlife-Deterrent-Fence-Skirt-Details-Model.dwg))
- Detail F-164-1 Typical Wildlife Exclusion Fence Details: [PDF](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.pdf)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.pdf](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.pdf)), [DWG](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.dwg)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.dwg](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-1-Typical-Wildlife-Exclusion-Fence-Details-Model.dwg))
- Detail F-164-2 Typical Wildlife Exclusion Fence Ditch Crossing: [PDF](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.pdf)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.pdf](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.pdf)), [DWG](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg)  
([www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg](http://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg))

[www.faa.gov/airports/engineering/construction\\_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg](https://www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg)

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## Airport Engineering Briefs

### Airports

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Airport engineering briefs provide additional information about airport engineering, design, and construction standards and specifications included in advisory circulars.

### Question about an Engineering Brief (EB)?

Contact the .

**On February 25, 2015, obsolete and out-of-date engineering briefs were cancelled.** Use of materials or procedures in any of the cancelled engineering briefs will require a modification to standards.

- (PDF)

| Active Engineering Briefs |   |                |
|---------------------------|---|----------------|
| EB No.<br>(View EB)       | Description   | Date           |
| (Zip, 14.6 MB)            | Download the Full Set of Engineering Briefs as a Zipped File  | March 25, 2021 |
| (PDF)                     | Asphalt Treated Permeable Base Course   | March 25, 2021 |
| EB101                     | Internal Use  |                |
| (PDF)                     | Holding Position Sign and Marking for Runway Approach/Departure Areas   | July 24, 2020  |
| (PDF)                     | Changes to Tables 3-2 and 3-4 of Advisory Circular 150/5300-13A, Airport Design                                 | July 24, 2020  |
| (PDF)                     | Infrared Specifications for Aviation Obstruction Light Compatibility with Night Vision Goggles (NVGs)           | Dec. 18, 2017  |
| (PDF)                     | Guidance for AeroMACS Installation by the Airport Operator  | June 3, 2016   |
| (PDF)                     | Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide | Dec. 19, 2017  |

## Active Engineering Briefs

| EB No.<br>(View EB) | Description   | Date           |
|---------------------|---|----------------|
|                     | Slope Indicators (VGSI)<br><b>Note:</b> We have removed the note from paragraph 8.2. PAPIs installed per FAA siting criteria are exempt from the 7460 process. <b>(updated 3/29/2018)</b> |                |
| (PDF)               | Accommodating the Boeing B-777 Folding Wingtip Airplane onto Airports   | April 2, 2018  |
| (PDF)               | Guidance for the Assembly and Installation of Temporary Orange Construction Signs   | Dec. 13, 2017  |
| (PDF)               | Light Spacing Guidance for New Taxiway Fillet Geometry (per AC 150/5300-13A, Airport Design)  | Nov. 29, 2013  |
| (PDF, 1.3 MB)       | Management of Vegetation in the Airport Environment   | Nov. 15, 2013  |
| (PDF)               | Taxiway Nomenclature Convention   | Mar. 29, 2012  |
| EB88                | Reserved  | NA             |
| (PDF)               | Heliport Perimeter Light for Visual Meteorological Conditions <ul style="list-style-type: none"> <li>• See</li> </ul>   | Jan. 13, 2012  |
| EB86                | Reserved  | NA             |
| (PDF, 1.17 MB)      | In-Pavement Light Fixture Bolts <b>(added 12/27/2018)</b>   | Dec. 26, 2018  |
| EB82                | Reserved  | NA             |
| (PDF)               | Determining RSA NAVAID Frangibility and Fixed-By-Function Requirements  | Jan. 21, 2016  |
| (PDF)               | Linear Equations for Evaluating the Separation of Airplane Design Groups on Parallel Taxiways and Taxiways to Fixed/Movable Objects   | Sept. 28, 2012 |

| Active Engineering Briefs |   |               |
|---------------------------|---|---------------|
| EB No.<br>(View EB)       | Description   | Date          |
| (PDF)                     | Using Solar Power for Airport Obstruction Lighting  | Jan. 14, 2008 |
| (PDF)                     | Incorporation of Runway Incursion Prevention into Taxiway and Apron Design  | Nov. 8, 2007  |
| (PDF)                     | Use of 150-foot (45-M) Wide Runways and Blast Pads for Boeing 747-8 Operations  | Aug. 11, 2011 |
| (PDF)                     | Use of Non-Standard 75-Foot- (23-M) Wide Straight Taxiway Sections for Boeing 747-8 Taxiing Operations  | Nov. 27, 2007 |
| (PDF)                     | Positive Identification of Runways for Landing  | Nov. 2, 2007  |
| (PDF)                     | <p>Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures</p> <ul style="list-style-type: none"> <li>• "Note" added to par. 2.15 for clarification (July 25, 2017)</li> <li>• (PDF)</li> </ul> | Mar. 6, 2012  |
| (PDF)                     | Rubblized Portland Cement Concrete Base Course  | Feb. 13, 2004 |
| (PDF)                     | Use of 150-Foot- (45-M) Wide Runways for Airbus A380 Operations   | Dec. 10, 2007 |
| (PDF)                     | Runway Status Lights System   | May 9, 2011   |
| (PDF)                     | Taxiways for Airbus A380 Taxiing Operations (Supersedes EB 63a)   | Nov. 27, 2007 |
| (PDF)                     | Extended Q-Value Table for Estimating Percent of Lot Within Limits (Pwl).<br>(MS Excel)   | May 19, 1999  |
| (PDF)                     | Development of Revised Acceptance Criteria for Item P-401 and Item P-501.   | Jan. 27, 1999 |
| (PDF)                     | Geocomposite Pavement Edge Drains   | Mar. 22, 1989 |

**Active Engineering Briefs**

| <b>EB No.<br/>(View EB)</b> | <b>Description</b>   | <b>Date</b>  |
|-----------------------------|--|--------------|
| (PDF)                       | Referee Testing of Hardened Portland Cement Concrete Pavement-Percent within Limits Revision | May 13, 2002 |

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# **Appendix D**

**(FAA – Airport Engineering Briefs)**

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Engineering Briefs provide additional information about airport design, and construction standards and specifications advisory circulars.

**What is an Engineering Brief (EB)?**

[Airport Engineering Division](#).

**As of March 25, 2015, obsolete and out-of-date engineering briefs have been cancelled.** Use of materials or procedures in any of the cancelled engineering briefs will require a modification to standards.

[Airport Engineering Briefs](#) (PDF)

| <b>Active Engineering Briefs</b>  |                |
|---|----------------|
| <b>Description</b>  | <b>Date</b>    |
| Download the Full Set of Engineering Briefs as a Zipped File  | March 25, 2021 |
| Asphalt Treated Permeable Base Course   | March 25, 2021 |
| Internal Use  |                |
| Holding Position Sign and Marking for Runway Approach/Departure Areas   | July 24, 2020  |
| Changes to Tables 3-2 and 3-4 of Advisory Circular 150/5300-13A, Airport Design   | July 24, 2020  |
| Infrared Specifications for Aviation Obstruction Light Compatibility with Night Vision Goggles (NVGs)                                   | Dec. 18, 2017  |
| Guidance for AeroMACS Installation by the Airport Operator  | June 3, 2016   |
| Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide Slope Indicators (VGSI) | Dec. 19, 2017  |

|   |                |
|---|----------------|
| Airport Environment   |                |
| Taxiway Nomenclature Convention   | Mar. 29, 2012  |
| Reserved  | NA             |
| Heliport Perimeter Light for Visual Meteorological Conditions <ul style="list-style-type: none"> <li>• See <a href="#">AC 150/5390-2, Heliport Design</a></li> </ul>  | Jan. 13, 2012  |
| Reserved  | NA             |
| In-Pavement Light Fixture Bolts (added 12/27/2018)  | Dec. 26, 2018  |
| Reserved  | NA             |
| Determining RSA NAVAID Frangibility and Fixed-By-Function Requirements  | Jan. 21, 2016  |
| Linear Equations for Evaluating the Separation of Airplane Design Groups on Parallel Taxiways and Taxiways to Fixed/Movable Objects   | Sept. 28, 2012 |
| Using Solar Power for Airport Obstruction Lighting  | Jan. 14, 2008  |
| Incorporation of Runway Incursion Prevention into Taxiway and Apron Design  | Nov. 8, 2007   |
| Use of 150-foot (45-M) Wide Runways and Blast Pads for Boeing 747-8 Operations  | Aug. 11, 2011  |
| Use of Non-Standard 75-Foot- (23-M) Wide Straight Taxiway Sections for Boeing 747-8 Taxiing Operations  | Nov. 27, 2007  |
| Positive Identification of Runways for Landing  | Nov. 2, 2007   |
| Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures <ul style="list-style-type: none"> <li>• "Note" added to par. 2.15 for clarification (July 25, 2017)</li> <li>• <a href="#">Clarification of 'Effective Date' in Engineering Brief No. 67D (PDF)</a></li> </ul> | Mar. 6, 2012   |

Reference Testing of Hardened Portland  
Cement Concrete Pavement-Percent  
within Limits Revision

May 13, 2002

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# **Appendix E**

## **(Scope of Services Samples)**

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**APPENDIX C. SCOPE OF SERVICES SAMPLES**

C.1 This appendix contains three different examples of Scope of Services. Example 1 is a Design Services scope, Example 2 is a Planning Services scope, and Example 3 is a Construction Services scope. Samples may not necessarily include all provisions and terms required by this AC. If a conflict exists between these examples and the AC, the AC will prevail.

**C.2 Example 1. Design Services Scope.****TAXIWAY A SOUTH AND HOLDING APRON RECONSTRUCTION AND NEW  
HARDSTAND****ABC INTERNATIONAL AIRPORT**

The consultant will provide the required professional services to design the reconstruction of Taxiway A South and holding apron and the proposed hardstand (attach a drawing or exhibit if necessary). This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Taxiway A South will be constructed in Portland Cement concrete and will be widened to 100 feet and have new 40-foot-wide asphalt shoulders added. The South Holding Apron will be reconstructed to essentially the same configuration as presently exists. Centerline taxiway lighting will be added to the taxiway and through the holding apron to Runway 18L/36R. Control panels in the FAA tower and field lighting electrical vault will also be modified for the new centerline lighting.

The new hardstand will be located north of the Airlift Airlines Maintenance Facility (currently under construction) south of the northeast Cargo Taxilane and west of the flying Bears hardstand. The hardstand will be a Portland Cement concrete apron with lighting similar to other hardstands, drainage to the Industrial Waste Sewerage System (IWS), and other utilities including fire protection. No downstream IWS changes are anticipated. It is anticipated that utilities are immediately available for fire protection adjacent to hardstand.

Professional services to be provided by the consultant will include civil, electrical and structural, and geotechnical engineering services required to accomplish the following items:

**PHASE 1 - PRELIMINARY DESIGN**

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the preapplication, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Activities include:

1. Coordinate with airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines. Also coordinate with facilities and

maintenance and fire department. (This will require four coordination meetings throughout the design.)

2. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
3. Provide all geotechnical investigation and analysis and pavement and other nondestructive testing and analysis required for the design.
4. Coordinate with the airport's project manager for required survey information.
5. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. The consultant's phasing plan must take into account other airport construction projects.
6. Determine aircraft usage through coordination with Airport staff and information furnished by the Sponsor. Design the pavements to meet the anticipated aircraft traffic.

#### PHASE 2 - ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions.
  - a. Evaluate local material suppliers, sources, and capabilities.
  - b. Evaluate drainage alternatives.
  - c. Review electrical lighting layouts and determine system relocation capacities.
2. Review and evaluate project layout.
  - a. Verify master plan dimensions and data.
  - b. Review findings and recommendations with airport personnel.
3. Complete a soils investigation, soils report, and recommendations including:
  - a. Field Exploration.
    - i. Conduct test pit explorations with a rubber-tired backhoe at various locations to a maximum depth of 8 feet in the runway, taxiway, and apron areas. Log and field classify soils and obtain samples for laboratory testing.
  - b. Laboratory Testing.
    - i. Perform laboratory index and strength tests as follows:
      - (1) Compacted CBR test (3 compaction points/test).
      - (2) Standard Proctor (4 point) compaction tests.
      - (3) Atterberg limit determinations.
      - (4) Sieve analysis.
      - (5) Unit weight and water content determinations.
      - (6) FAA soil classifications for all samples.
4. Complete necessary topography and site surveying, including establishment of project control points.

5. Complete pavement section alternatives analysis and provide recommendations including:
  - a. Conduct an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for up to three alternatives.
  - b. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding.
6. Complete preliminary plan and profile design for the runway, taxiway, and apron area.
7. Complete preliminary runway lighting, signing, and system circuitry layout.
8. Provide recommendations for construction phasing to the Sponsor for their review.
9. Complete estimates of probable construction costs for the recommended alternatives.
10. Provide five sets of review documents.
11. Complete the preliminary design report including:
  - a. Geotechnical investigation.
  - b. Topographical survey.
  - c. Preliminary plans.
  - d. Pavement section design and analysis.
  - e. Drainage design analysis.
  - f. Estimates of probable construction costs.
  - g. Final summary and recommendations.
  - h. Phasing and scheduling recommendations.
12. Solicit comments on preliminary design from airport personnel and the FAA.

### PHASE 3 - FINAL DESIGN

In the decision phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
3. Provide Engineering Report.
4. Develop specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the Sponsor.

5. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines and in accordance with the Airport Certification Manual.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete final quantity calculations.
10. Solicit Sponsor and FAA review and approval.
11. Provide \_\_\_ sets of contract documents.
12. Assist airport with advertising and interpretation of project requirements.
13. Assist airport with preparation of the FAA application.
14. Provide review of all submittal and shop drawings during construction.
15. Provide technical assistance and recommendations to the Sponsor during construction.
16. The following project schedule will be utilized unless otherwise approved by the Sponsor: Taxiway A South and the Holding Apron portion of the project will be phased to be constructed on an accelerated basis to be completed within two (2) months of the construction consultant's notice to proceed or earlier, if possible. During construction, runway 18L/36R will be kept in service at all times. The project limits will be defined such that the construction activities will not impact the operation of the runway as defined by airport and FAA operational criteria.
17. The construction budget for the project is \$\_\_\_\_, including construction change order contingency. The consultant will evaluate the feasibility of this budget and keep the Sponsor apprised during each phase of the design. The consultant will advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that construction bid prices will exceed this budget.

The design schedule is anticipated to be as follows:

Commission Authorization of Consultant Contract - 10/10/XX  
 Contract Execution - 10/10/XX  
 Start Design - 10/11/XX  
 50 Percent Design Review - 11/22/XX  
 Complete Design, Submit Estimates, Plans and Specs for Review 1/12/XX

Advertise for Bids - 3/21/XX  
 Open Bids - 4/11/XX  
 Prepare Award Memo - 4/12/XX  
 Award Construction Contract - 4/25/XX  
 Construction Contract Executed - 5/08/XX  
 Construction Notice to Proceed - 5/14/XX

Complete Taxiway A South & Holding Apron - 7/13/XX  
Complete Hardstand Construction - 11/01/XX

#### PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the consultant will assist the Sponsor to monitor and document progress for quality and cost. Review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

#### ACTIVITIES

1. Assist with prebid conference and bid opening. Issue addenda, prepare an abstract of bids, and make recommendations for award.
2. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.
3. Solicit and review bonds, insurance certificates, construction schedules, etc.
4. Conduct preconstruction conference.
5. Provide horizontal and vertical control.
6. Provide resident project representative to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
7. Prepare change orders and supplemental agreement, if required.
8. Prepare and submit inspection reports.
9. Prepare and confirm monthly payment request.
10. Conduct necessary quality control testing.
11. Conduct and document periodic wage rate interviews.
12. Conduct a final project inspection with airport personnel, the FAA, and the consultant.
13. Prepare as-constructed drawings and the final project report from information furnished by the consultant.

#### C.3 Example 2. Planning Services Scope.

##### AIRPORT LAYOUT PLAN UPDATE

##### ANYTOWN MUNICIPAL AIRPORT

The purpose of this Airport Layout Plan Update (ALPU) is to identify potential development options specifically associated with closed Runway 10-28 at Anytown Municipal Airport. The existing Airport Layout Plan (ALP) is an integral component of the Airport Master Plan Update (AMPU) completed in 2005, which was based on data compiled in the mid-2000s, which is now

nearly 10 years old. Since that time, a number of critical growth and operational issues have surfaced that need to be assessed and factored into the preferred layout plan.

This ALPU will help the community focus on the best course of action for continued development of the airport, by identifying the key critical issues the airport faces in the next five to ten years.

### CRITICAL ISSUES

Anytown is in a multiyear airport development plan that includes the reconstruction of Runway 15-33, expansion of hangar and aircraft parking facilities, construction of an airport access road, plus plans for the development of a new terminal building, expanded aircraft parking, and fueling facilities.

The airport is now in a position to start focusing on long-term landside development, particularly along the closed runway, with a realistic assessment of the existing terminal area configuration on the east end of the closed runway. An equally important component of this study is the identification of aviation development limits on the west end of the closed runway over the next 20 years.

### TASKS

XYZ Company proposes to provide the following services. To the maximum extent possible, and unless otherwise noted, data from the most recent AMPU and ALP will be used. In the interest of cost savings, updated aerial mapping will not be obtained for this project. XYZ Company will rely on existing data.

### CONCEPT

XYZ Company will prepare a written report and update the ALP, focusing on development of airport landside facilities, with emphasis on the closed runway, and the limits of compatible aviation development. Findings will be presented in written form at key phases through the term of this project, with each subsequent part building on previously submitted information. This concept will result in the development of a complete draft report that will then be updated to reflect agreed upon changes, resulting ultimately in the final ALPU.

### TASK A - STUDY DESIGN/ADMINISTRATIVE

1. Project Scoping Meeting. The consultant will arrange and attend a project scoping meeting with the FAA, state, and city of Anytown (Sponsor) to review the project scope and tasks and to confirm the specific requirements of the ALPU.
2. Refine Scope of Services. XYZ Company will refine and prepare a detailed scope of services and fee to complete the defined tasks for submission to the Sponsor, state, and FAA.
3. Prepare Grant Application. XYZ Company will prepare and submit applications for Federal assistance. The Sponsor will sign and distribute the applications to state and FAA. The grant application will be submitted on or about April 15, 20XX.
4. Attend City Council Meeting. XYZ Company will attend a regularly scheduled city council meeting for the purpose of answering questions and addressing issues concerning this project.
5. Grant Administration.

- a. XYZ Company will submit a monthly invoice to the Sponsor, including supporting documentation which specifically describes the work and other items for which the billing is submitted. The billing report will also include an estimate of the percent complete of each task appearing on the report. The Sponsor will be billed on a monthly basis for all work conducted in association with this project.
- b. The FAA and state will reimburse the Sponsor for these fees through the grant reimbursement process. XYZ Company will prepare these grant reimbursement requests for the Sponsor's signature and distribution to the FAA and state. It is anticipated that seven grant reimbursement requests will be prepared during the life of this project.

## TASK B - ALPU REPORT

XYZ Company will prepare an ALPU report consisting of five chapters and various appendices, developed in two phases (draft and final).

### Chapter 1 - Inventory and Forecasts

1. Update Existing Activity: This task will update existing based aircraft totals and evaluate current aircraft operations using industry standards, observations, and discussions with airport operators and users. The Sponsor will provide XYZ Company with an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA. It is recommended that the Sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the Sponsor's webmaster or information technology (IT) department.
8. Meeting. XYZ Company will present the Inventory and Forecast data to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 2 - Demand/Capacity Analysis & Facility Requirements. Pending receipt and resolution of comments from the Sponsor, state, and the FAA on Chapter 1, XYZ Company will prepare Chapter 2. XYZ Company will review and respond to comments to all parties.

1. **Landside Facility Capacities:** XYZ Company will identify the capacity of the existing landside facilities including, but not limited to aviation facilities: hangars, aircraft parking, fuel facilities; compatible non-aviation facilities: industrial park; and common facilities: automobile parking and access roads
2. **Airside Facility Requirements:** This ALPU will not evaluate airside facilities (runway, taxiways, etc).
3. **Landside Facility Requirements:** XYZ Company will evaluate existing landside facilities and compliance with FAA safety and design requirements. Based on the safety and capacity computations as well as the forecasts of aviation demand for the airport, XYZ Company will identify the needed improvements for the landside facilities (i.e., hangars, aircraft parking, automobile parking and access, and aircraft fueling facilities).
4. **Forward Draft Findings:** XYZ Company will prepare and submit the Capacity and Facilities Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA.
5. **Meeting.** XYZ Company will present its findings from the first two chapters to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 3 - Alternative Developments. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 2, XYZ Company will prepare Chapter 3. XYZ Company will review and respond to comments to all parties.

1. **Identify Limits of Short-Term Aviation Development.** Based on previously developed forecasts (Chapter 1) and identified facility needs (Chapter 2), XYZ Company will identify areas of airport property that can be used for future airport development. Emphasis will be placed along the entire close runway corridor, with particular attention given to realistic development of the existing terminal area.
2. **Identify Potential Nonaeronautical Use.** XYZ Company will analyze future aviation needs (projected in 5, 10, and 20 year periods) and then identify on-airport areas potentially available for compatible nonaeronautical use. Emphasis will be placed on development in the area along or in the vicinity of the west end of the closed runway.
3. **Identify Development Alternatives:** The objective of this task is to identify feasible landside alternative development plans for the airport based on Tasks A and B above. While a variety of alternative solutions could be considered, for the purposes of this study, XYZ Company will develop a series of possible alternatives consistent with the needs of the Sponsor.
4. **Forward Draft Findings:** XYZ Company will prepare and submit the Alternatives Chapter addressing the tasks in this chapter, providing 10 copies of the draft chapter to the city, and one copy each to the state and FAA.
5. **Preferred Alternative Meeting:** XYZ Company will meet with the Sponsor to assist him in evaluating and selecting the preferred alternative. Subsequent to the selection of the preferred alternative, XYZ Company will complete and submit an updated Alternatives Chapter to all parties.

Chapter 4 - Environmental Evaluation. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 3, XYZ Company will prepare Chapter 4. XYZ Company will review and respond to comments to all parties.

1. Identify Existing Environmental Conditions.
  2. This task will include the collection of data to identify protected resources and environmental issues as defined by the 23 impact categories found in FAA Order 5050.4, Airport Environmental Handbook, in the vicinity of the airport that are anticipated to be impacted by the proposed capital improvements or existing operations. A review of existing data and coordination with appropriate regulatory agencies will identify potential protected resources and issues important to the human and natural environment that may require additional data collection beyond the scope of this study. XYZ Company will conduct one site visit to compare existing conditions to written data.
  3. In addition, XYZ Company will review previous environmental permitting and, if applicable, protected resource mitigation performed as part of previous airport and industrial park improvement projects. This information will be useful to the Sponsor when future environmental permits need to be obtained.
  4. Delineated flagged wetlands will be identified and evaluated using the current Federal and State (and local, if applicable) methodologies. These wetland boundaries, which are already digitized, will be placed on the appropriate airport plans and figures.
5. Identify Potential Adverse Impacts: Based upon the recommended airport improvements identified as the preferred alternative, potential impacts to the environment that are protected by local, State, and Federal regulations will be identified for the first five years of the planning period.
6. Describe Regulatory Requirements: XYZ Company will identify the permit requirements for the anticipated first five years of airport improvements. This information can then be used to plan the phasing requirements for each project (refer to Chapter 5 – Implementation Schedule & Financial Analysis).
7. Forward Draft Findings: XYZ Company will prepare and forward the Environmental Chapter covering the tasks described in this section. This chapter will provide the basis for the environmental permitting requirements and financial impacts presented in Chapter 6. XYZ Company will provide copies as previously described above.

Chapter 5 - Implementation & Financial Analysis. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 4, XYZ Company will prepare Chapter 5. XYZ Company will review and respond to comments to all parties.

1. Implementation Schedule. Based on the adopted preferred alternative, a phased implementation schedule will be developed. This schedule will be based on demand levels and their estimated timeframes for realization. This schedule will not only include the development previously mentioned, but also major maintenance projects that were identified and necessary to maintain the viability of the airport.
2. Capital Improvement Plan. The ALPU will include a CIP using planning-level opinions of cost for each of the projects, both for development and maintenance of the airport. The distribution of eligible costs between the Sponsor, state, FAA, and private investors will be

evaluated for the presence of extensive financial burdens during any one timeframe; if necessary, projects may be shifted to offset this burden.

3. Funding Sources: XYZ Company will identify typical and potential funding sources for paying for proposed airport improvements or necessary maintenance projects.
4. Forward Draft Findings. XYZ Company will prepare and forward the Implementation Schedule and Financial Analysis Chapter covering the tasks described in this section. This chapter will provide the basis for future capital planning considerations on the part of the state and FAA. XYZ Company will provide copies as previously described above.

#### TASK C – UPDATE ALP

Three key components of the ALP will be updated: Existing Airport Layout Plan, Terminal Plan, and Ultimate Airport Layout Plan. The Approach Plan and Profile, Land-Use, and CFR Part 77 Analysis sheets **will not** be updated. Based on the selection of the preferred alternative, several drawings of the existing ALP set will require revisions and updating. All plans will be prepared to conform to state and FAA CADD standards and will be made available in electronic format.

1. Existing Airport Facilities Plan: This drawing will be updated reflecting changes since completion of the existing drawing. This drawing will be prepared at a scale of either 1" = 300' or 1" = 400'.
2. Ultimate Airport Layout Plan: This drawing will be revised reflecting the preferred alternate layout. This drawing will be prepared at a scale of either 1"= 300'or 1"= 400'.
3. Terminal Area Plan: This drawing will be prepared at a scale of either 1"= 50'or 100' reflecting the revised preferred layout.
4. Forward Draft Findings: XYZ Company will prepare and submit the revised ALP drawings. One full-size 24" x 36" set will be provided each to the Sponsor, FAA, and the state. In addition, a reduced 11" x 17" set will be provided in Adobe PDF to the Sponsor's webmaster for inclusion on the city's website.

#### TASK D – FINAL DOCUMENTATION

1. Final Meeting. XYZ Company will hold a final project meeting with the Sponsor, state, and FAA to review the project and solicit all final comments.
2. Final Report. Pending receipt of comments from all interested parties, a final ALPU report will be prepared. Bound, printed copies will be distributed to the Sponsor, state, and FAA. Additional copies of the final report will be available upon request on CD-ROM in Adobe PDF format.
3. Airport Layout Plan. Four (4) full-size sets of the final ALP set will be distributed to the Sponsor, state, and FAA for approval signatures. All signatory parties and XYZ Company will receive one (1) signed ALP set for their files.

#### ANTICIPATED PROJECT SCHEDULE

The following anticipated project schedule is based on the timely receipt and resolution of comments from the Sponsor, state, and FAA:

**Anticipated Project Schedule**

| <b>Task</b>                                 | <b>Date</b>    |
|---|----------------|
| Study Design                                | May 20XX       |
| Inventory and Forecasts                     | June 20XX      |
| Capacity Analysis and Facility Requirements | August 20XX    |
| Alternatives Development                    | September 20XX |
| Environmental Evaluation                    | October 20XX   |
| Financial Analysis                          | November 20XX  |
| Airport Plans                               | December 20XX  |
| Final Documentation                         | January 20XX   |

**C.4 Example 3. Construction Services Scope.**

**DESIGN AND CONSTRUCT 6-UNIT HANGAR**

**ANYTOWN MUNICIPAL AIRPORT**

**ARTICLE A - DATA COLLECTION AND PROJECT DEVELOPMENT**

1. **Predesign Conference** - A representative of the engineer will attend a predesign meeting at the offices of the state to provide the representatives of the Sponsor, the FAA, and the state with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The engineer will coordinate the date and time of the predesign conference via teleconferences, letters, faxes and emails to the representatives of the Sponsor, the FAA and the state. The engineer will prepare a presentation of the project components for discussion at the predesign conference. The engineer will use the Airports Division Predesign Conference Form XX to determine the design and construction parameters that will be used for this project.
2. **Review and Evaluate Existing Data** - The engineer will compile the existing data that was prepared for previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.
3. **Site Location Survey** - The engineer will retain a professional land surveyor who is licensed in the State to provide site location survey services in the vicinity of the proposed hangar project area sufficient to prepare the project plans. The land surveyor may be required to locate the pertinent existing physical features within the vicinity of the project including

pavements, drainage structures, swales and ditches, fence lines, property lines, rights-of-way, and tree and brush lines. The engineer will incorporate the results of the survey into the project plans to supplement the available existing data for the project locations.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the data collection and project development phase of the work in the form of subconsultant costs for land surveying. These costs will be included in the engineer's contract with the Sponsor.

#### ARTICLE B - DESIGNS, PLANS AND SPECIFICATIONS

1. Project Plans - The engineer will prepare preliminary and final plans based on the existing conditions plans that were prepared during the data collection phase of the project. The engineer will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the project area for the construction of the hangar. The engineer will evaluate the project work area to identify other necessary incidental improvements that should be included in the project. The engineer will incorporate the electrical and structural plans into the project plans. The engineer will coordinate the development of the project plans with the staff of their aviation planning and environmental departments including:

- Title sheet
- Site plan
- Grading Plan
- Civil Details
- Cross Sections
- Hangar Elevations and Details
- Floor Plan and Details
- Foundation Plan and Details
- Building Details and Typical Sections
- Electrical Layout Plan
- Electrical Schedules and One-Line Diagram
- Electrical Specifications

a. The engineer will distribute the preliminary plans to the Sponsor, the state, and the FAA for review. The engineer will provide the Sponsor with one (1) set of preliminary plans for review and comments. The engineer will provide the state with two (2) sets

- of preliminary plans for review and comments. The engineer will provide the FAA with five (5) sets of preliminary plans for review and comments. The engineer will further develop the preliminary plans into final plans subsequent to the review and comment period.
- b. The engineer will distribute the final plans to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final plans. The engineer will provide the state with one (1) set of final plans. The engineer will provide the FAA with one (1) set of final plans.
2. Project Specifications and Contract Documents – The engineer will prepare preliminary and final specifications and construction contract documents based on the preliminary and final plans. The engineer will incorporate the electrical and structural specifications into the project specifications. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.
    - a. The contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Anytown USA.
    - b. The engineer will distribute the preliminary specifications and contract documents to the Sponsor, the state, and the FAA for review and approval. The engineer will provide the Sponsor with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the state with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the FAA with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will further develop the preliminary specifications and contract documents into final specifications and contract documents subsequent to the review and comment period.
    - c. The engineer will distribute the final specifications and contract documents to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final specifications and contract documents. The engineer will provide the state with one (1) set of final specifications and contract documents. The engineer will provide the FAA with one (1) set of final specifications and contract documents.
  3. Estimates - The engineer will prepare estimates of material quantities and construction costs based on the plans, specifications, and environmental permitting requirements. The engineer will incorporate the electrical and structural estimates into the project estimates. The estimates will be distributed to the Sponsor, the state, and the FAA for review and modification. The Sponsor, the state and the FAA each will be provided with one (1) copy of the estimates.

**Note:** The construction cost estimates will reflect the engineer's opinion of probable construction costs and will be based on the engineer's experience with similar recent construction. The engineer has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The engineer cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final project construction cost.

4. Electrical Design, Specifications and Estimates - The engineer will utilize the staff of their electrical division for the design of the electrical components of the hangar building. The engineer will visit the project site to determine the availability and suitability of the existing electrical system for the proposed project. The engineer will prepare electrical plans in the form of one line diagrams, electrical service installation details, panel schedules, lighting plan, power plan, and fixture schedule. The engineer will prepare electrical specifications and cost estimates for the construction of a pre-engineered metal building. The engineer will incorporate the electrical plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
5. Structural Design, Specifications and Estimates - The engineer will utilize the staff of their structural division for the design of the structural components of a hangar building measuring approximately 33-feet wide by 252-feet long. The engineer will visit the project site to determine the suitability of the proposed site for the hangar building. The engineer will utilize the geotechnical data compiled for the recent runway, taxiway, and apron reconstruction projects to evaluate the suitability of the existing soils to design the building foundation. The engineer will prepare structural plans in the form of building elevations, floor plans, foundation plans, reinforcing plans, structural cross sections, and details suitable for establishing the requirements of a pre-engineered metal building. The engineer will prepare structural specifications and cost estimates for the construction of the pre-engineered metal building. The engineer will incorporate the structural plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
6. Quality Control and Design Review - The engineer will conduct in-house quality control and design review meeting with experienced representatives of the engineer. The engineer will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. The electrical and structural plans will be reviewed separately by senior staff members in those disciplines. Subsequent to the independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

#### ARTICLE C - ENVIRONMENTAL SERVICES

1. Regulatory Review - The engineer will evaluate the preliminary design of the project to determine the environmental impacts of the project. The engineer will review the latest

pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. The engineer will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the project based on the anticipated final design and its potential environmental impacts. The engineer will contact regulatory authorities through telephone calls, letter correspondence, fax, and email to confirm environmental, aviation, and municipal zoning regulations. The engineer will review the available environmental documents including the airport master plan and wetlands studies for environmental issues and recommendations. The engineer will incorporate the recommendations of the regulatory agencies into the final design of the project to mitigate the environmental aspects of the project.

2. Facility Storm Water Pollution Prevention Plan - The engineer will amend the Sponsor's airport Storm Water Pollution Prevention Plan (SWPPP) which was prepared in 1996 for the Sponsor's airport industrial use as required by the National Pollution Discharge Elimination System (NPDES) regulations. The engineer will prepare a revised airport base map depicting the hangar development and other incidental changes. The engineer will prepare a narrative describing the changes at the airport. The engineer will deliver the revised base map and narrative to the Sponsor for inclusion in the SWPPP as an appendix.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, permit application fees, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

#### ARTICLE D - PROJECT ADMINISTRATION

1. Scope of Services and Contract - The engineer will communicate and coordinate with the Sponsor via telephone, letters, fax, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The engineer will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the Sponsor, the state, and the FAA for review and approval. The engineer will coordinate the preparation of the contract with the staff of their planning, CADD, and environmental departments.
  - a. The engineer will make changes to the work scope narrative and the fee schedules of the selected proposal. The engineer will make changes to the contract document standard provisions at the request of the Sponsor's legal counsel and with the approval of the engineer's executive management. The engineer will prepare letters of transmittal and will distribute three (3) copies the final contract to the Sponsor and the engineer's executive management for original authorized signatures. The engineer will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the Sponsor, one (1) signed original copy to the engineer's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.
2. FAA Grant Application - The engineer will prepare seven (7) copies of the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental

- action, statement of airport user coordination, statement of intergovernmental coordination, statement of Sponsor DBE program status, Sponsor certifications, and grant assurances. The engineer will submit the grant application to the Sponsor with transmittal letters for signatures and forwarding to the FAA and state. The engineer will review the Federal grant offer and assist the Sponsor in complying with the terms and conditions of the grant offer.
3. Executive Order 12372 - The engineer will communicate with the Anystate Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The engineer will prepare and submit six (6) copies of the submission package with a cover letter. The engineer will also prepare and deliver one (1) submission package with a cover letter directly to the U.S. Fish and Wildlife Service to facilitate Federal agency review of the proposed project. The engineer will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.
  4. Reimbursement Requests - The engineer will prepare the Federal and State reimbursement requests including letters of transmittal to the FAA and state. The engineer will compile the Sponsor administration costs, engineering costs, subconsultant costs and construction costs.
    - a. The engineer will compile, review, and approve the contractor's construction cost data and will prepare periodic cost estimates. The engineer will submit periodic cost estimates to the contractor for signature and return to the engineer for inclusion in the reimbursement requests.
  5. In-House Administration - The engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The engineer will prepare an in-house project work plan for distribution to the engineer's design team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.
  6. Outside Administration - The engineer will provide general project administration and coordination including disseminating interim project data and information to the Sponsor, the state, the FAA, and the engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the Sponsor, the state, and the FAA of new developments throughout the design phase of the project.
  7. Accounting Administration - The engineer will provide general project administration and coordination with the staff of their accounting department. The engineer will prepare the internal close out forms. The engineer will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The engineer will prepare and submit monthly invoices to the Sponsor for services provided to the Sponsor and for costs incurred by the engineer and their subconsultants. It is anticipated that a total of six (6) invoices will be prepared and submitted during the course of the project.

8. Miscellaneous Administration - The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Sponsor, the state, the FAA, and other interested parties; disseminating interim project information to the Sponsor, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
9. Disadvantaged Business Enterprise Program - The engineer will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The engineer will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the Federal fiscal year 20XX. The engineer will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The engineer will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The engineer will deliver the advertisement to the Sponsor to publish in one (1) newspaper as a public notice to provide a thirty day public comment period. The engineer will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The engineer will prepare the DBE program annual update on Form 4XXX at the conclusion of Federal fiscal year 20XX to reflect the actual DBE utilization on airport projects.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

#### ARTICLE E - BIDDING SERVICES AND CONSTRUCTION ARRANGEMENTS

1. Bid Documents - The engineer will prepare XX sets of bid documents comprising the construction plans, construction specifications, and construction contract in accordance with the requirements of the Sponsor, the state, and the FAA.
2. Bid Advertisement - The engineer will prepare a legal advertisement and deliver it to three (3) newspapers to publish as a solicitation for construction bids in accordance with the Sponsor's bidding procedures. The engineer will deliver the bid advertisement to five (5) plan viewing rooms for publication in order to maximize the project exposure and generate widespread consultant interest in the project. The engineer will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The engineer will notify the state and the FAA of the project's advertisement.
3. Distribute Bid Documents - The engineer will contact consultants who are potential bidders in order to maximize consultant participation in the project. The engineer will issue the bid documents to the interested bidders and to five (5) plan viewing rooms. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.

4. Pre-Bid Conference - The engineer will attend the pre-bid conference at the airport to present the project to interested parties and to answer consultants' and subconsultants' questions. The engineer will conduct a site walk of the project area to allow the consultants and subconsultants to observe the existing conditions first-hand and to ask questions regarding their observations. The engineer will prepare written responses to questions that require additional information that is not available at the time of the pre-bid conferences. The engineer will distribute the responses to the bid document recipients and pre-bid conference attendees.
5. Bid Questions and Addenda - The engineer will answer questions and provide technical advice to the potential bidders concerning the bid documents. The engineer will answer questions and provide technical advice to the Sponsor concerning the bid documents. The engineer will prepare and issue one (1) addenda to the bid document recipients to clarify, modify, or correct the bid documents.
6. Bid Analyses, Recommendation and Award - The engineer will conduct a detailed analysis of the consultants' bids for completeness and accuracy and will note omissions and discrepancies. The engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The engineer will write a letter to the Sponsor recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the Sponsor, the state and the FAA, the engineer will issue a written notification to the successful bidder informing the bidder of the bid results. The engineer will disseminate the bid results to the plan viewing rooms.
7. Bid Sureties - The engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results. The engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The engineer will return the bid surety to the second low bidder after the successful bidder has executed the construction contract.
8. Consultant Coordination - The engineer will prepare six (6) copies of the consultant's bid proposal package for use as the construction contract document. The engineer will coordinate with and provide information to the consultant to facilitate the preparation and execution of the construction contract document. The engineer will review the consultant's construction contract for accuracy and completeness before submitting the document to the Sponsor for final signatures. The engineer will prepare a checklist of tasks to be performed by the Sponsor to fully execute the construction contract. The engineer will distribute the construction contract documents at the preconstruction conference.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices.

These expenses will be included in the engineer's contract with the Sponsor.

#### ARTICLE F - CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the Sponsor, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction

conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the Sponsor and the consultant.
3. Construction Administration - The engineer will provide general consultation and advice to the Sponsor during the construction phase of the project. The engineer will provide general coordination between the Sponsor, the state, and the FAA during the construction phase of the project. The engineer will assist the Sponsor with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Sponsor as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the Sponsor, the FAA, and the state.
  - a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.
  - b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the Sponsor and representatives of the electrical and structural divisions. The engineer's representatives will meet with the representatives of the Sponsor and the consultant to discuss the project's progress and to identify areas of concern to facilitate the construction.
5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Sponsor, the FAA, the state, the resident engineer, and the consultant. The engineer will

prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the Sponsor, the FAA, the state, the resident engineer, and the consultant.

6. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the Sponsor, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of mylar copies of the record drawings to the Sponsor after the record drawings have been signed by all parties. The engineer will provide the Sponsor with electronic files of the record drawings in AutoCAD DWG format and PDF format on CD-ROM.
7. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Ultimate Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
8. Airport Terminal Area Plan Drawing - The engineer will update the electronic version of the Airport Terminal Area Plan drawing which is identified as Sheet 4 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project and previous airport development.
9. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the Sponsor, the FAA and the state.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and long distance telephone calls from the field. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the construction administration phase of the work in the form of subconsultant costs for geotechnical testing services. These costs will be included in the engineer's contract with the Sponsor.

#### ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

1. Resident Engineer - The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The resident engineer will be available for both full-time and part-time construction observation services during the 90 calendar day duration of the project as required by the nature of the ongoing construction activities.

- a. For budgeting purposes, the resident engineer can be available sixteen (16) hours per week for twelve (12) weeks including travel time for a total of 192 hours during the course of the construction. The resident engineer can also be available for eight (8) hours to attend the final inspection. Variations to this proposed manhour distribution may be necessary as the work progresses but must not exceed 200 manhours. Additional manhours for the resident engineer must be addressed by a supplemental agreement.
- b. The resident engineer will be the engineer's primary contact with the consultant and their subconsultants during the course of construction. The resident engineer will be available to meet with the representatives of the Sponsor, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
- c. The resident engineer will monitor and coordinate the construction progress; will coordinate with the Sponsor, the engineer, and the consultant; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
- d. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved by the consultant and will submit the reports to the engineer for review.
- e. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their subconsultants' personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
- f. The resident engineer will assist the consultant with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The consultant's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of the construction survey data and to generate electronic drawings, sketches, and details at the request of the resident engineer to facilitate the construction.

Expenses - The engineer will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, blueprints, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the technical observation phase of the work in the form of geotechnical subconsultant costs for quality assurance testing of construction materials and practices. These costs will be included in the engineer's contract with the Sponsor.

# **Appendix F**

**(Consultant Services Fee-Costs Sample)**

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### CONSULTANT SERVICES FEE/COSTS SAMPLE

This example can be modified as necessary for any type of project.

| TASKS   | CLASSIFICATIONS                                 | CLASSIFICATIONS HOURS |                 |                     |                  |                     | TOTALS |
|---|---|-----------------------|-----------------|---------------------|------------------|---------------------|--------|
|   |   | Principal             | Project Manager | Sr. Airport Planner | Environ. Analyst | Technician Clerical |        |
| 1. Project Scoping Meeting                        |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 2. Refine Scope and Fee                           |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 3. Prepare Grant Application                      |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 4. Attend Airport Board Meeting                   |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 5. Update Existing Activity                       |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 6. Field Inventory                                |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 7. Identify On-Airport Development Land           |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 8. Evaluate Existing Lease Agreements             |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 9. Update Forecast                                |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 10. 1st Review and Response to Comments           |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 11. Landside Facility Capacity & Requirements     |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 12. Meeting                                       |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 13. 2nd Review and Response to Comments           |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 14. Identify Limits of Aviation Development       |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 15. Identify Development Alternatives             |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 16. Review and Respond to Comments                |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 17. Identify Existing Environmental Conditions    |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 18. Describe Regulatory Requirements              |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 19. Prepare and Forward Draft Findings            |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 20. Implementation/Capital Improvement Plan       |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 21. Existing Airport Facilities Plan              |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 22. Ultimate Airport Facilities Plan              |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 23. Final Meetings                                |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 24. Prepare and Forward Final Report              |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| 25. Prepare and Forward Final Airport Layout Plan |   | 0                     | 0               | 0                   | 0                | 0                   |        |
| A/E'S CERTIFIED OVERHEAD RATE                     | Subtotal Hours                                  | 0                     | 0               | 0                   | 0                | 0                   |        |
|   | Basic Hourly Rate                               | \$0.00                | \$0.00          | \$0.00              | \$0.00           | \$0.00              |        |
|   | Direct Salary Costs                             | \$0.00                | \$0.00          | \$0.00              | \$0.00           | \$0.00              |        |
|   | Labor & General Administrative Overhead (0.00%) | \$0.00                | \$0.00          | \$0.00              | \$0.00           | \$0.00              |        |
|   | Subtotal Salary Costs                           | \$0.00                | \$0.00          | \$0.00              | \$0.00           | \$0.00              |        |
| Total Salary Costs =                              |   |                       |                 |                     |                  | \$0.00              |        |
| Profit (Labor Costs) =                            |   |                       |                 |                     |                  | \$0.00              |        |

| NON-SALARY COSTS                |                |               |                 |          |        |
|---------------------------------|----------------|---------------|-----------------|----------|--------|
| A. Reimbursable Expenses        | Quantity       | Unit          | Rate            | Subtotal |        |
| Mileage                         | 0              | Miles         | \$0.00          | \$0.00   |        |
| Lodging                         | 0              | Day           | \$0.00          | \$0.00   |        |
| Subsistence Per Diem            | 0              | Day           | \$0.00          | \$0.00   |        |
| Printing                        | 0              | LS            | \$0.00          | \$0.00   |        |
| Mailing                         | 0              | LS            | \$0.00          | \$0.00   |        |
| Supplies                        | 0              | LS            | \$0.00          | \$0.00   |        |
| B. Subcontracting Expenses      | Contract Value | Contract Type | Prime Fixed Fee | Subtotal |        |
| Services                        | 0              | Hourly        | \$0.00          | \$0.00   |        |
| Sub-Consultant No. 1            | 0              | Cost-Plus     | \$0.00          | \$0.00   |        |
| Sub-Consultant No. 2            | 0              | Lump Sum      | \$0.00          | \$0.00   |        |
| Total Direct Non-Salary Costs = |                |               |                 |          | \$0.00 |

|  |  |                                 |               |
|--|--|---------------------------------|---------------|
| AMOUNT OF ANY MARK-UP FEE MUST REFLECT VALUE ADDED BY PRIME AND CANNOT DUPLICATE EFFORT ADDRESSED UNDER SALARY COSTS |  | <b>TOTAL FEE FOR SERVICES =</b> | <b>\$0.00</b> |
|--|--|---------------------------------|---------------|

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# **Appendix G**

**(City of Long Beach General Requirements  
Supplement For Federally Funded Professional  
Services (A/E) Contracts Under the Airport  
Improvement Program (AIP))**

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**City of Long Beach General Requirements Supplement  
For Federally Funded Professional Services (A/E) Contracts  
Under the Airport Improvement Program (AIP)**

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

|  |               |
|--|---------------|
| Goals for minority participation for each trade: | <b>28.3 %</b> |
| Goals for female participation in each trade:    | 6.9%          |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the

contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is ***City of Long Beach, Los Angeles County, California.***

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **Title VI Solicitation Notice:**

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose

property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

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## **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## DAVIS-BACON REQUIREMENTS

### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission

to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices

shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **DISADVANTAGED BUSINESS ENTERPRISES**

### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Long Beach. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Long Beach. This clause applies to both DBE and non-DBE subcontractors.

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications

shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and

collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all

personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

### **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of

the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# **Appendix H**

**CA20210022MOD13OCT1  
FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20210022 10/01/2021

Superseded General Decision Number: CA20200022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 01/08/2021       |
| 2                   | 02/05/2021       |
| 3                   | 02/12/2021       |
| 4                   | 03/05/2021       |
| 5                   | 03/19/2021       |
| 6                   | 06/25/2021       |
| 7                   | 07/23/2021       |
| 8                   | 07/30/2021       |
| 9                   | 08/06/2021       |
| 10                  | 08/13/2021       |
| 11                  | 08/20/2021       |
| 12                  | 09/17/2021       |
| 13                  | 10/01/2021       |

ASBE0005-002 07/05/2021

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of

all insulating materials,  
 protective coverings,  
 coatings, and finishes to all  
 types of mechanical systems).....\$ 47.25                      24.45  
 Fire Stop Technician  
 (Application of Firestopping  
 Materials for wall openings  
 and penetrations in walls,  
 floors, ceilings and curtain  
 walls).....\$ 28.92                      18.73

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 ASBE0005-004 07/01/2019

Rates                      Fringes

Asbestos Removal  
 worker/hazardous material  
 handler (Includes  
 preparation, wetting,  
 stripping, removal,  
 scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 20.63                      12.17

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 BOIL0092-003 01/01/2021

Rates                      Fringes

BOILERMAKER.....\$ 46.03                      38.81

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 \* BRCA0004-007 05/01/2020

Rates                      Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.53                      19.48

\*The wage scale for prevailing wage projects performed in  
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
 Palms, Needles and 1-15 corridor (Barstow to the Nevada  
 State Line) will be Three Dollars (\$3.00) above the  
 standard San Bernardino/Riverside County hourly wage rate

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 BRCA0018-004 06/01/2019

Rates                      Fringes

MARBLE FINISHER.....\$ 33.43                      14.11  
 TILE FINISHER.....\$ 28.23                      12.65  
 TILE LAYER.....\$ 40.07                      18.36

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 BRCA0018-010 09/01/2020

Rates                      Fringes

TERRAZZO FINISHER.....\$ 33.66                      14.20  
 TERRAZZO WORKER/SETTER.....\$ 41.60                      14.73

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 CARP0213-001 07/01/2021

Rates                      Fringes

CARPENTER

|  |          |       |
|--|----------|-------|
| (1) Carpenter, Cabinet<br>Installer, Insulation<br>Installer, Hardwood Floor<br>Worker and acoustical<br>installer.....                                      | \$ 51.60 | 16.28 |
| (2) Millwright.....  | \$ 52.10 | 16.48 |
| (3) Piledrivermen/Derrick<br>Bargeman, Bridge or Dock<br>Carpenter, Heavy Framer,<br>Rock Bargeman or Scowman,<br>Rockslinger, Shingler<br>(Commercial)..... | \$ 51.73 | 16.28 |
| (4) Pneumatic Nailer,<br>Power Stapler.....  | \$ 44.69 | 16.28 |
| (5) Sawfiler.....  | \$ 44.53 | 16.28 |
| (6) Scaffold Builder.....  | \$ 42.80 | 16.28 |
| (7) Table Power Saw<br>Operator.....   | \$ 44.54 | 16.28 |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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\* CARP0213-002 07/01/2021

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| Diver                     |           |         |
| (1) Wet.....              | \$ 834.40 | 16.28   |
| (2) Standby.....          | \$ 445.84 | 16.28   |
| (3) Tender.....           | \$ 437.84 | 16.28   |
| (4) Assistant Tender..... | \$ 413.84 | 16.28   |

Amounts in "'Rates' column are per day

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\* CARP0213-004 07/01/2021

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Drywall                      |          |         |
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28   |
| STOCKER/SCRAPPER.....        | \$ 22.16 | 8.62    |

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\* CARP0721-001 07/01/2021

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| Modular Furniture Installer..... | \$ 21.85 | 7.15    |

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ELEC0011-004 07/26/2021

|   | Rates    | Fringes  |
|---|----------|----------|
| ELECTRICIAN (INSIDE<br>ELECTRICAL WORK)   |          |          |
| Journeyman Electrician.....   | \$ 53.50 | 3%+28.82 |
| ELECTRICIAN (INTELLIGENT<br>TRANSPORTATION SYSTEMS Street<br>Lighting, Traffic Signals,<br>CCTV, and Underground Systems) |          |          |

|                           |          |          |
|---------------------------|----------|----------|
| Journeyman Transportation |          |          |
| Electrician.....          | \$ 51.30 | 3%+28.97 |
| Technician.....           | \$ 38.48 | 3%+28.97 |

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 41.52 | 3%+14.33 |
| Technician.....       | \$ 33.30 | 3%+27.82 |

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems

Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

- 1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2021

Table with 2 columns: Rates, Fringes. Rows include LINE CONSTRUCTION, (1) Lineman; Cable splicer, (2) Equipment specialist, (3) Groundman, (4) Powderman.

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2021

Table with 2 columns: Rates, Fringes. Row includes ELEVATOR MECHANIC.

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.  
 b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| OPERATOR: Power Equipment<br>(All Other Work)                    |          |         |
| GROUP 1.....   | \$ 48.25 | 27.20   |
| GROUP 2.....   | \$ 49.03 | 27.20   |
| GROUP 3.....   | \$ 49.32 | 27.20   |
| GROUP 4.....   | \$ 50.81 | 27.20   |
| GROUP 5.....   | \$ 48.96 | 25.25   |
| GROUP 6.....   | \$ 51.03 | 27.20   |
| GROUP 8.....   | \$ 51.14 | 27.20   |
| GROUP 9.....   | \$ 49.29 | 25.25   |
| GROUP 10.....  | \$ 51.26 | 27.20   |
| GROUP 11.....  | \$ 49.41 | 25.25   |
| GROUP 12.....  | \$ 51.43 | 27.20   |
| GROUP 13.....  | \$ 51.53 | 27.20   |
| GROUP 14.....  | \$ 51.56 | 27.20   |
| GROUP 15.....  | \$ 51.64 | 27.20   |
| GROUP 16.....  | \$ 51.76 | 27.20   |
| GROUP 17.....  | \$ 51.93 | 27.20   |
| GROUP 18.....  | \$ 52.03 | 27.20   |
| GROUP 19.....  | \$ 52.14 | 27.20   |
| GROUP 20.....  | \$ 52.26 | 27.20   |
| GROUP 21.....  | \$ 52.43 | 27.20   |
| GROUP 22.....  | \$ 52.53 | 27.20   |
| GROUP 23.....  | \$ 52.64 | 27.20   |
| GROUP 24.....  | \$ 52.76 | 27.20   |
| GROUP 25.....  | \$ 52.93 | 27.20   |
| OPERATOR: Power Equipment<br>(Cranes, Piledriving &<br>Hoisting) |          |         |
| GROUP 1.....   | \$ 49.60 | 27.20   |
| GROUP 2.....   | \$ 50.38 | 27.20   |
| GROUP 3.....   | \$ 50.67 | 27.20   |
| GROUP 4.....   | \$ 50.81 | 27.20   |
| GROUP 5.....   | \$ 51.03 | 27.20   |
| GROUP 6.....   | \$ 51.14 | 27.20   |
| GROUP 7.....   | \$ 51.26 | 27.20   |
| GROUP 8.....   | \$ 51.43 | 27.20   |
| GROUP 9.....   | \$ 51.60 | 27.20   |
| GROUP 10.....  | \$ 52.60 | 27.20   |
| GROUP 11.....  | \$ 53.60 | 27.20   |
| GROUP 12.....  | \$ 54.60 | 27.20   |
| GROUP 13.....  | \$ 55.60 | 27.20   |
| OPERATOR: Power Equipment<br>(Tunnel Work)                       |          |         |
| GROUP 1.....   | \$ 50.10 | 27.20   |
| GROUP 2.....   | \$ 50.88 | 27.20   |
| GROUP 3.....   | \$ 51.17 | 27.20   |
| GROUP 4.....   | \$ 51.31 | 27.20   |
| GROUP 5.....   | \$ 51.53 | 27.20   |
| GROUP 6.....   | \$ 51.64 | 27.20   |
| GROUP 7.....   | \$ 51.76 | 27.20   |

PREMIUM PAY:  
 \$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to

Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment<br>(DREDGING)                     |          |         |
| (1) Leverman.....   | \$ 56.40 | 30.00   |
| (2) Dredge dozer.....                                       | \$ 50.43 | 30.00   |
| (3) Deckmate.....   | \$ 50.32 | 30.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 49.77 | 30.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 49.23 | 30.00   |
| (6) Barge Mate.....   | \$ 49.84 | 30.00   |

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 IRON0433-006 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 34.58 | 24.81   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 41.00 | 33.45   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-001 07/01/2021

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 35.82 | 20.45   |

LAB00300-003 07/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 42.54 | 21.04   |
| GROUP 2.....     | \$ 42.86 | 21.04   |
| GROUP 3.....     | \$ 43.32 | 21.04   |
| GROUP 4.....     | \$ 44.01 | 21.04   |
| LABORER          |          |         |
| GROUP 1.....     | \$ 36.39 | 21.04   |
| GROUP 2.....     | \$ 36.94 | 21.04   |
| GROUP 3.....     | \$ 37.49 | 21.04   |
| GROUP 4.....     | \$ 39.04 | 21.04   |
| GROUP 5.....     | \$ 39.39 | 21.04   |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling

of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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 LAB00300-005 03/01/2021

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88   |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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 LAB00345-001 07/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 46.50 | 20.42   |
| GROUP 2.....     | \$ 45.55 | 20.42   |
| GROUP 3.....     | \$ 42.01 | 20.42   |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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 LAB01184-001 07/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                   | \$ 38.89 | 17.10   |
| (2) Vehicle Operator/Hauler.                   | \$ 39.06 | 17.10   |
| (3) Horizontal Directional Drill Operator..... | \$ 40.91 | 17.10   |
| (4) Electronic Tracking Locator.....           | \$ 42.91 | 17.10   |
| Laborers: (STRIPING/SLURRY SEAL)               |          |         |
| GROUP 1.....                                   | \$ 40.10 | 20.12   |

|              |          |       |
|--------------|----------|-------|
| GROUP 2..... | \$ 41.40 | 20.12 |
| GROUP 3..... | \$ 43.41 | 20.12 |
| GROUP 4..... | \$ 45.15 | 20.12 |

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/05/2020

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 36.03 | 21.01   |
| PLASTER TENDER.....          | \$ 38.58 | 21.01   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12   |
| (2) All Other Work.....                      | \$ 33.12 | 17.24   |

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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 PAIN0036-006 10/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| DRYWALL FINISHER/TAPER   |          |         |
| Antelope Valley North of the following Boundary:<br>Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395..... |          |         |
|  | \$ 39.05 | 20.92   |
| Remainder of Los Angeles County.....   |          |         |
|  | \$ 43.18 | 20.92   |

-----  
 PAIN0036-015 01/01/2020

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.45 | 23.39   |

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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 PAIN1247-002 01/01/2021

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03   |

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 PLAS0200-009 08/04/2021

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.77 | 18.39   |

-----  
 PLAS0500-002 07/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91   |

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 PLUM0016-001 09/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER   |          |         |
| Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space..... |          |         |
|  | \$ 50.70 | 23.73   |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....   |          |         |
|  | \$ 38.73 | 22.06   |
| All other work except work on new additions and remodeling of bars,  |          |         |



(2) Modernization :  
 Excluding New Construction  
 - Under 5000 sq. ft. Does  
 not include modification,  
 upgrades, energy  
 management, or  
 conservation improvements  
 of central heating and AC  
 equipment.....\$ 27.47                      10.72

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 SHEE0105-003 07/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

|   | Rates    | Fringes |
|---|----------|---------|
| SHEET METAL WORKER  |          |         |
| (1) Commercial - New Construction and Remodel work.....   | \$ 50.23 | 29.60   |
| (2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort... | \$ 48.28 | 29.46   |

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 SHEE0105-004 07/01/2021

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 39.08 | 28.84   |

-----  
 TEAM0011-002 07/01/2020

|               | Rates    | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER  |          |         |
| GROUP 1.....  | \$ 32.59 | 30.59   |
| GROUP 2.....  | \$ 32.74 | 30.59   |
| GROUP 3.....  | \$ 32.87 | 30.59   |
| GROUP 4.....  | \$ 33.06 | 30.59   |
| GROUP 5.....  | \$ 33.09 | 30.59   |
| GROUP 6.....  | \$ 33.12 | 30.59   |
| GROUP 7.....  | \$ 33.37 | 30.59   |
| GROUP 8.....  | \$ 33.62 | 30.59   |
| GROUP 9.....  | \$ 33.82 | 30.59   |
| GROUP 10..... | \$ 34.12 | 30.59   |
| GROUP 11..... | \$ 34.62 | 30.59   |
| GROUP 12..... | \$ 35.05 | 30.59   |

WORK ON ALL MILITARY BASES:  
 PREMIUM PAY: \$3.00 per hour additional.  
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,

El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;  
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck  
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles  
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water  
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine  
with attachments; Winch truck driver - \$1.25 additional  
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



City of Long Beach

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Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> Floor, Long Beach, California 90802  
p 562.570.6200

November 19, 2021

**NOTICE TO PROPOSERS**  
ADDENDUM NO. 2: Federal Wage Rate

**RFQ No. AP22-002**  
**Engineering Design & Construction Management Services for**  
**Taxilane K Reconstruction & Construct Taxilane U Projects at the Long Beach Airport**

**This addendum changes and supersedes the language in the original RFQ.** Please acknowledge receipt of this addendum by signing and submitting with your Statement of Qualifications (SOQ). Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFQ, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFQ, unless confirmed in writing by the City Contact or Alternate City Contact.

**The City would like to provide the following updates:**

- Proposers are directed to replace the Federal Wage Rate (CA20210022MOD13OCT1) with the attached Federal Wage Rate (CA20210022MOD18NOV11).

PREPARED BY: Tommy Ryan, Buyer II

ACKNOWLEDGED BY: \_\_\_\_\_

Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

"General Decision Number: CA20210022 11/12/2021

Superseded General Decision Number: CA20200022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 01/08/2021       |
| 2                   | 02/05/2021       |
| 3                   | 02/12/2021       |
| 4                   | 03/05/2021       |
| 5                   | 03/19/2021       |
| 6                   | 06/25/2021       |
| 7                   | 07/23/2021       |
| 8                   | 07/30/2021       |
| 9                   | 08/06/2021       |
| 10                  | 08/13/2021       |
| 11                  | 08/20/2021       |
| 12                  | 09/17/2021       |
| 13                  | 10/01/2021       |
| 14                  | 10/08/2021       |
| 15                  | 10/15/2021       |
| 16                  | 10/22/2021       |
| 17                  | 10/29/2021       |
| 18                  | 11/12/2021       |

ASBE0005-002 09/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 47.25 | 24.45   |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 32.09 | 19.66   |

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ASBE0005-004 07/05/2021

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 22.40 | 13.07   |

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BOIL0092-003 01/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 46.03 | 38.81   |

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\* BRCA0004-007 05/01/2020

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.53 | 19.48   |

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 33.43 | 14.11   |
| TILE FINISHER.....   | \$ 28.23 | 12.65   |
| TILE LAYER.....      | \$ 40.07 | 18.36   |

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BRCA0018-010 09/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 33.66 | 14.20   |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73   |

CARP0213-001 07/01/2021

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER   |          |         |
| (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....                                   | \$ 51.60 | 16.28   |
| (2) Millwright.....   | \$ 52.10 | 16.48   |
| (3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)..... | \$ 51.73 | 16.28   |
| (4) Pneumatic Nailer, Power Stapler.....  | \$ 51.85 | 16.28   |
| (5) Sawfiler.....   | \$ 51.69 | 16.28   |
| (6) Scaffold Builder.....   | \$ 42.80 | 16.28   |
| (7) Table Power Saw Operator.....   | \$ 51.70 | 16.28   |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0213-002 07/01/2021

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| Diver                     |           |         |
| (1) Wet.....              | \$ 834.40 | 16.28   |
| (2) Standby.....          | \$ 445.84 | 16.28   |
| (3) Tender.....           | \$ 437.84 | 16.28   |
| (4) Assistant Tender..... | \$ 413.84 | 16.28   |

Amounts in "'Rates' column are per day

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 CARP0213-004 07/01/2021

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Drywall                      |          |         |
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28   |
| STOCKER/SCRAPPER.....        | \$ 22.16 | 8.62    |

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 CARP0721-001 07/01/2021

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| Modular Furniture Installer..... | \$ 21.85 | 7.15    |

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 ELEC0011-004 07/26/2021

|                                      | Rates | Fringes |
|--------------------------------------|-------|---------|
| ELECTRICIAN (INSIDE ELECTRICAL WORK) |       |         |

|   |          |          |
|---|----------|----------|
| Journeyman Electrician.....   | \$ 53.50 | 3%+28.82 |
| ELECTRICIAN (INTELLIGENT<br>TRANSPORTATION SYSTEMS Street<br>Lighting, Traffic Signals,<br>CCTV, and Underground Systems) |          |          |
| Journeyman Transportation<br>Electrician.....   | \$ 51.30 | 3%+28.97 |
| Technician.....   | \$ 38.48 | 3%+28.97 |

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 41.52 | 3%+14.33 |
| Technician.....       | \$ 33.30 | 3%+27.82 |

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| LINE CONSTRUCTION  |          |         |
| (1) Lineman; Cable splicer..   | \$ 60.19 | 21.94   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 48.08 | 20.73   |
| (3) Groundman.....   | \$ 36.76 | 20.33   |
| (4) Powderman.....   | \$ 51.87 | 18.79   |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

ELEVATOR MECHANIC.....\$ 59.32 35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2020

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| OPERATOR: Power Equipment        |          |         |
| (All Other Work)                 |          |         |
| GROUP 1.....                     | \$ 48.25 | 27.20   |
| GROUP 2.....                     | \$ 49.03 | 27.20   |
| GROUP 3.....                     | \$ 49.32 | 27.20   |
| GROUP 4.....                     | \$ 50.81 | 27.20   |
| GROUP 5.....                     | \$ 48.96 | 25.25   |
| GROUP 6.....                     | \$ 51.03 | 27.20   |
| GROUP 8.....                     | \$ 51.14 | 27.20   |
| GROUP 9.....                     | \$ 49.29 | 25.25   |
| GROUP 10.....                    | \$ 51.26 | 27.20   |
| GROUP 11.....                    | \$ 49.41 | 25.25   |
| GROUP 12.....                    | \$ 51.43 | 27.20   |
| GROUP 13.....                    | \$ 51.53 | 27.20   |
| GROUP 14.....                    | \$ 51.56 | 27.20   |
| GROUP 15.....                    | \$ 51.64 | 27.20   |
| GROUP 16.....                    | \$ 51.76 | 27.20   |
| GROUP 17.....                    | \$ 51.93 | 27.20   |
| GROUP 18.....                    | \$ 52.03 | 27.20   |
| GROUP 19.....                    | \$ 52.14 | 27.20   |
| GROUP 20.....                    | \$ 52.26 | 27.20   |
| GROUP 21.....                    | \$ 52.43 | 27.20   |
| GROUP 22.....                    | \$ 52.53 | 27.20   |
| GROUP 23.....                    | \$ 52.64 | 27.20   |
| GROUP 24.....                    | \$ 52.76 | 27.20   |
| GROUP 25.....                    | \$ 52.93 | 27.20   |
| OPERATOR: Power Equipment        |          |         |
| (Cranes, Piledriving & Hoisting) |          |         |
| GROUP 1.....                     | \$ 49.60 | 27.20   |
| GROUP 2.....                     | \$ 50.38 | 27.20   |
| GROUP 3.....                     | \$ 50.67 | 27.20   |
| GROUP 4.....                     | \$ 50.81 | 27.20   |
| GROUP 5.....                     | \$ 51.03 | 27.20   |
| GROUP 6.....                     | \$ 51.14 | 27.20   |
| GROUP 7.....                     | \$ 51.26 | 27.20   |
| GROUP 8.....                     | \$ 51.43 | 27.20   |
| GROUP 9.....                     | \$ 51.60 | 27.20   |
| GROUP 10.....                    | \$ 52.60 | 27.20   |
| GROUP 11.....                    | \$ 53.60 | 27.20   |
| GROUP 12.....                    | \$ 54.60 | 27.20   |
| GROUP 13.....                    | \$ 55.60 | 27.20   |
| OPERATOR: Power Equipment        |          |         |
| (Tunnel Work)                    |          |         |
| GROUP 1.....                     | \$ 50.10 | 27.20   |
| GROUP 2.....                     | \$ 50.88 | 27.20   |
| GROUP 3.....                     | \$ 51.17 | 27.20   |
| GROUP 4.....                     | \$ 51.31 | 27.20   |
| GROUP 5.....                     | \$ 51.53 | 27.20   |
| GROUP 6.....                     | \$ 51.64 | 27.20   |

GROUP 7.....\$ 51.76

27.20

## PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator,

bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure

waterjet cutting tool system mechanic; Water pull  
(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge

operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along

south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM.

Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment<br>(DREDGING)                     |          |         |
| (1) Leverman.....   | \$ 56.40 | 30.00   |
| (2) Dredge dozer.....                                       | \$ 50.43 | 30.00   |
| (3) Deckmate.....   | \$ 50.32 | 30.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 49.77 | 30.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 49.23 | 30.00   |
| (6) Barge Mate.....   | \$ 49.84 | 30.00   |

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 IRON0433-006 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 34.58 | 24.81   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 41.00 | 33.45   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-001 07/01/2021

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 35.82 | 20.45   |

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LAB00300-003 07/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 42.54 | 21.04   |
| GROUP 2.....     | \$ 42.86 | 21.04   |
| GROUP 3.....     | \$ 43.32 | 21.04   |
| GROUP 4.....     | \$ 44.01 | 21.04   |
| LABORER          |          |         |
| GROUP 1.....     | \$ 36.39 | 21.04   |
| GROUP 2.....     | \$ 36.94 | 21.04   |
| GROUP 3.....     | \$ 37.49 | 21.04   |
| GROUP 4.....     | \$ 39.04 | 21.04   |
| GROUP 5.....     | \$ 39.39 | 21.04   |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer

house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0300-005 03/01/2021

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88   |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 46.50 | 20.42   |
| GROUP 2.....     | \$ 45.55 | 20.42   |
| GROUP 3.....     | \$ 42.01 | 20.42   |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                   | \$ 38.89 | 17.10   |
| (2) Vehicle Operator/Hauler.                   | \$ 39.06 | 17.10   |
| (3) Horizontal Directional Drill Operator..... | \$ 40.91 | 17.10   |

|                                  |          |       |
|----------------------------------|----------|-------|
| (4) Electronic Tracking          |          |       |
| Locator.....                     | \$ 42.91 | 17.10 |
| Laborers: (STRIPING/SLURRY SEAL) |          |       |
| GROUP 1.....                     | \$ 40.10 | 20.12 |
| GROUP 2.....                     | \$ 41.40 | 20.12 |
| GROUP 3.....                     | \$ 43.41 | 20.12 |
| GROUP 4.....                     | \$ 45.15 | 20.12 |

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/05/2020

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 36.03 | 21.01   |
| PLASTER TENDER.....          | \$ 38.58 | 21.01   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12   |
| (2) All Other Work.....                      | \$ 33.12 | 17.24   |

REPAINT of any previously painted structure. Exceptions:

work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 10/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| DRYWALL FINISHER/TAPER   |          |         |
| Antelope Valley North of the following Boundary:<br>Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395..... |          |         |
|  | \$ 39.50 | 22.92   |
| Remainder of Los Angeles County.....   |          |         |
|  | \$ 43.63 | 22.92   |

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PAIN0036-015 01/01/2020

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.45 | 23.39   |

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2021

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03   |

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PLAS0200-009 08/04/2021

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.77 | 18.39   |

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PLAS0500-002 07/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91   |

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PLUM0016-001 09/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER   |          |         |
| Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space..... |          |         |
|  | \$ 52.20 | 24.38   |
| Work ONLY on strip malls, light commercial, tenant   |          |         |

improvement and remodel  
 work.....\$ 39.91                    22.71  
 All other work except work  
 on new additions and  
 remodeling of bars,  
 restaurant, stores and  
 commercial buildings not  
 to exceed 5,000 sq. ft. of  
 floor space and work on  
 strip malls, light  
 commercial, tenant  
 improvement and remodel  
 work.....\$ 53.83                    25.36

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PLUM0345-001 09/01/2021

|                                      | Rates | Fringes |
|--------------------------------------|-------|---------|
| PLUMBER                              |       |         |
| Landscape/Irrigation Fitter.\$ 36.85 | 36.85 | 24.75   |
| Sewer & Storm Drain Work...\$ 40.94  | 40.94 | 22.13   |

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ROOF0036-002 08/01/2021

|                     | Rates | Fringes |
|---------------------|-------|---------|
| ROOFER.....\$ 42.07 | 42.07 | 18.92   |

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-013 01/01/2021

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

|                               | Rates | Fringes |
|-------------------------------|-------|---------|
| SPRINKLER FITTER.....\$ 39.83 | 39.83 | 26.23   |

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SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

|                                      | Rates | Fringes |
|--------------------------------------|-------|---------|
| SPRINKLER FITTER (Fire).....\$ 48.71 | 48.71 | 29.15   |

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SHEE0105-002 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

SHEET METAL WORKER

|   |          |       |
|---|----------|-------|
| (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....  | \$ 30.14 | 10.74 |
| (2) Modernization :<br>Excluding New Construction<br>- Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment..... | \$ 27.47 | 10.72 |

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SHEE0105-003 07/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

SHEET METAL WORKER

|   |          |       |
|---|----------|-------|
| (1) Commercial - New Construction and Remodel work.....   | \$ 50.23 | 29.60 |
| (2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort.... | \$ 48.28 | 29.46 |

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SHEE0105-004 07/01/2021

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates Fringes

|                         |          |       |
|-------------------------|----------|-------|
| SHEET METAL WORKER..... | \$ 39.08 | 28.84 |
|-------------------------|----------|-------|

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TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

|               |          |       |
|---------------|----------|-------|
| GROUP 1.....  | \$ 32.59 | 30.59 |
| GROUP 2.....  | \$ 32.74 | 30.59 |
| GROUP 3.....  | \$ 32.87 | 30.59 |
| GROUP 4.....  | \$ 33.06 | 30.59 |
| GROUP 5.....  | \$ 33.09 | 30.59 |
| GROUP 6.....  | \$ 33.12 | 30.59 |
| GROUP 7.....  | \$ 33.37 | 30.59 |
| GROUP 8.....  | \$ 33.62 | 30.59 |
| GROUP 9.....  | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |

GROUP 12.....\$ 35.05

30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

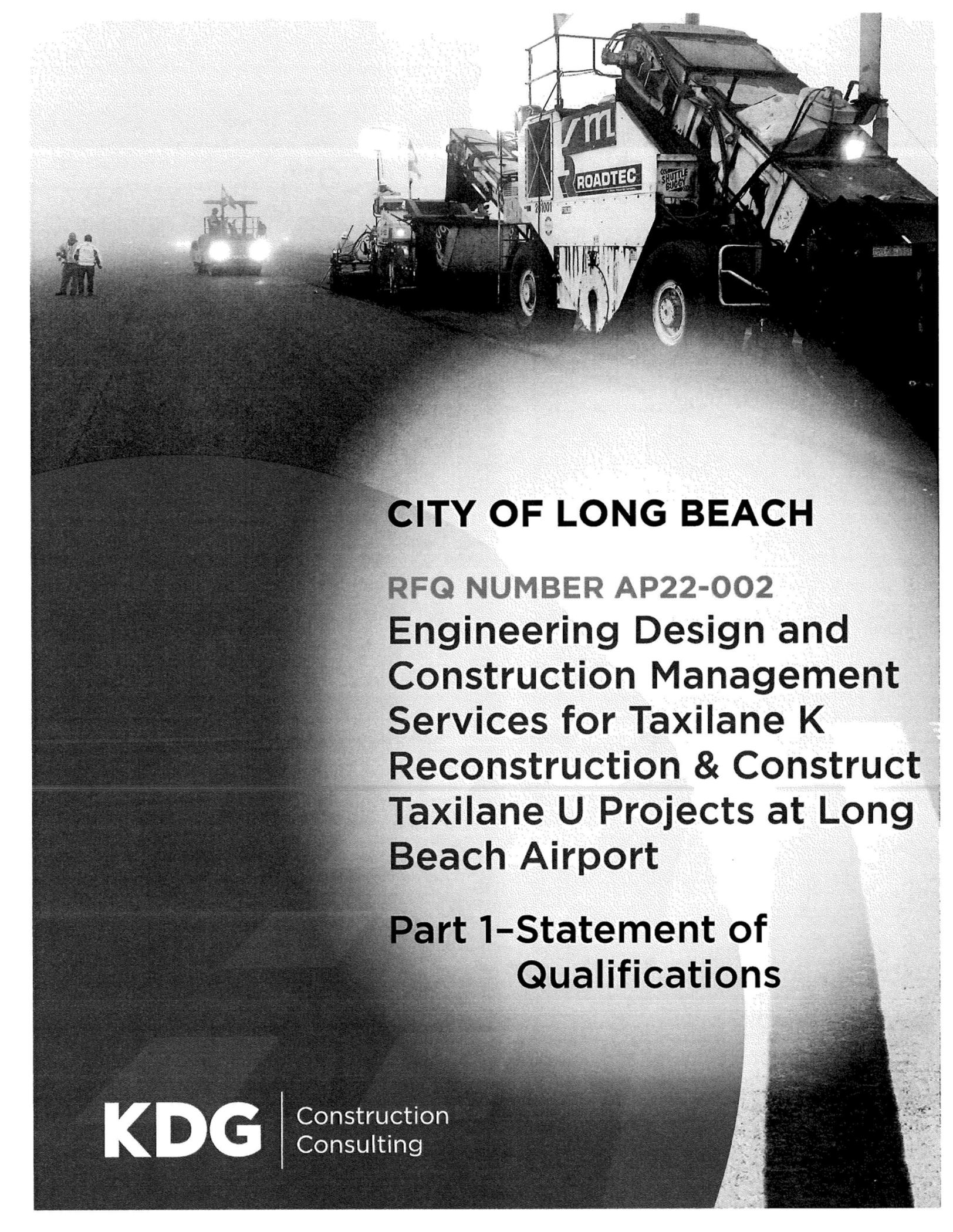
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# EXHIBIT “A-2”

## Statement of Qualifications



# **CITY OF LONG BEACH**

**RFQ NUMBER AP22-002**

**Engineering Design and  
Construction Management  
Services for Taxilane K  
Reconstruction & Construct  
Taxilane U Projects at Long  
Beach Airport**

**Part 1-Statement of  
Qualifications**

**KDG**

Construction  
Consulting



City of Long Beach  
Purchasing Department  
411 W. Ocean Blvd., 6th Floor  
Long Beach, CA 90802

Re: Proposal for Engineering and Construction Management Services for Taxilane K Reconstruction and Construct Taxilane U Projects at Long Beach Airport

Dear Mr. Ryan and Members of the Selection Committee:

KDG Construction Consulting (KDG) is pleased to submit our proposal to provide Construction Management Services for Taxilane K Reconstruction and Construct Taxilane U Projects at the Long Beach Airport (LGB). Our experienced team of aviation and construction management professionals focus on supporting aviation facilities through expert review and strategic recommendations that minimize impact to operations.

We have assembled a highly qualified team that offers LGB a proven track record not only in the field but specifically at LGB. We propose an organized, efficient, and easy to manage approach. Our team includes **ASL PM**, a California-certified Disadvantaged Business Enterprise, that will provide office engineering services and **Twining Inc.**, providing materials testing and inspection as required.

KDG belongs to a family of companies, which includes Quality Engineering Solutions (QES), a full-service airfield pavement engineering firm. Together, our family of companies is comprised of over 120 professionals with offices in four states and operations in nearly 10 states and the District of Columbia.

As the President and CEO of KDG, I am excited to present this proposal of our qualifications. If we are selected to serve you, I commit the full resources of our collective firms towards your successful project completion.

Sincerely,

Lydia H. Kennard, President & CEO

### Evaluation Criteria Checklist

| No.   | Criteria  | Page #                       |
|-------|---|------------------------------|
| 5.9.1 | Key personnel's professional qualifications, experience, and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures. | 6, 18-19, 32-43              |
| 5.9.2 | Proven experience in all aspects of Airport Engineering and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.                                   | 1-17, 23, 26-30              |
| 5.9.3 | Demonstrated understanding of project implementation and potential problems.  | 5 - 8                        |
| 5.9.4 | Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.  | 9, 26 - 30                   |
| 5.9.5 | Current workload and demonstrated ability to meet scheduled deadlines.  | 18                           |
| 5.9.6 | Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features.  | 9                            |
| 5.9.7 | Qualifications and experience of outside consultants regularly engaged by the Consultant under consideration.   | 18, 19, 24, 25, 37-43, 28-30 |
| 5.9.8 | Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the project.   | 1, 3, 5-8, 19                |





City of Long Beach  
 Purchasing Division  
 411 W. Ocean Blvd, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## City of Long Beach

### Request For Qualifications Number AP22-002

### For Engineering Design & Construction Management Services for Taxilane K Reconstruction & Construct Taxilane U Projects at the Long Beach Airport

|                               |            |
|-------------------------------|------------|
| Release Date:                 | 10/14/2021 |
| Mandatory Pre-SOQ Conference: | 10/26/2021 |
| Questions Due to the City:    | 11/03/2021 |
| Posting of the Q & A:         | 11/16/2021 |
| Due Date:                     | 11/30/2021 |

City Contact: *Tommy Ryan*

562-570-5664

### See Section 4 for instructions on submitting SOQs.

Company Name KDG Construction Consulting Contact Person Brittany Storozinski  
 Address 1025 N. Brand Blvd., Suite 300 City Glendale State CA Zip 91202  
 Telephone (818) 241.0800 Fax (818) 241.0818 Federal Tax ID No. [REDACTED]  
 E-mail: bstorozinski@kdqcc.com

Prices contained in this SOQ are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 11/30/2021

Signed *Brittany Storozinski*

Print Name & Title Brittany Storozinski, Director of Operations - Business Development

Rev 2018 0818



## Section 3: Scope of Project

### Project Overview

The award-winning Long Beach Airport (LGB) was founded in 1923. It is the oldest California airport and an asset to the Long Beach community. It generates \$8.6 billion in economic impact and supports 46,000 jobs. As such, the airport is a critical piece of Long Beach infrastructure. Recently, the airport has been undergoing numerous projects as part of a master plan to not only preserve its historic legacy but to deliver a safe, sustainable, and community-focused airport.

KDG is an enthusiastic participant in LGB’s development and has been honored to deliver successful projects in the recent past. Our relationship with LGB allows us to provide project oversight and coordination from a known perspective, serving as your “eyes and ears” and partner to facilitate the delivery of your upcoming projects. KDG has garnered a reputation for being proactive and flexible in our approach to addressing your needs. Our competitive advantage lies in our commitment to provide the best resources and knowledge to minimize the project’s risks (scope, schedule, budget, and safety).

KDG’s aviation experience spans decades of successfully delivering airside construction projects. We have an in-depth understanding of the technical and regulatory issues that affect the development of aviation properties. We use this knowledge to support the construction process, delivering superior project results with fewer interruptions to the airport’s daily operations and facilities.

KDG understands this RFQ entails two (2) distinct construction projects designed to maintain and improve

airfield operational capacity and safety located at opposite ends of the airfield.

- Taxilane K encompasses both pavement reconstruction, presumably full depth removal and replacement of airfield pavement sections, as well as pavement rehabilitation, presumably some degree of asphalt concrete mill and overlay. Both forms of construction KDG is well versed in. We are well suited to identify common challenges and lead the Contractor and support teams to successful solutions and means of mitigating issues that may arise.

- Similarly, Taxilane U is comprised of new pavement construction of both taxilane mainline, shoulders, perimeter road as well as new small aircraft parking and tie-down positions. The new proposed Taxilane U will improve the area of former RWY 16R-34L south of TWY F.

Both projects will be similar technically in their civil and electrical improvement scopes of work (airfield pavement, markings, lighting, signage, and drainage) while posing unique phasing, logistics, and construction access challenges. Priorities of both projects, in addition to safety, will be to ensure minimal impacts to operations and tenants such as Catalina Flyer, the fueling station, the general aviation community, and the vendors that utilize both the Spring and Lakewood secure access gates.

Based on information in the RFQ, we anticipate that the schedule will include a bid opening in March 2023.

To successfully execute these consecutive projects KDG has identified the following key challenges and potential solutions for LGB’s consideration:

| Project Challenge  | Experience Based Solution  |
|--|--|
| <b>Ensuring safety while constructing in an active airport</b> | KDG will apply proven proactive techniques to prioritize and ensure safety at all times for both the contractors, tenants, and other airport customers.  |
| <b>Meeting project schedule and budget goals</b>               | KDG’s collaborative leadership will keep the team moving forward towards milestones and on time/on budget project completion.  |
| <b>Satisfying different groups of stakeholders</b>             | KDG will use our proven stakeholder engagement program to ensure their involvement utilizing proactive planning, coordination, and communication tools to the satisfaction of all interested parties and satisfaction of the interested parties. |

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## Overcoming the Challenges

### Challenge: Ensuring safety while constructing in an active airport

**Project-based Solution: KDG will apply proven proactive techniques to prioritize and ensure safety at all times for both the contractors, tenants, and other airport customers.**

KDG understands the importance of safety on airfield projects. We utilize our situational awareness and institutional knowledge to safely coordinate the work. We understand the importance of phasing documents and utilize them to look ahead, communicate, and coordinate the work with vested parties like Operations, Maintenance, and Tenants. A byproduct of phasing documents is KDG's site logistic work plans which enable us to clearly layout the work, laydown areas, path of travel, security access points, and contingency plans. This site plan communicates the rules of engagement at each phase of the project and further ensures the safety at all times of both our contractors, tenants, and airport customers while minimizing impacts to airport operations.

KDG brings a wealth of experience and knowledge on operational safety at airports during construction. We have worked with and implemented FAA safety standards on our jobsites. KDG understands the importance of the airport Construction Safety and Phasing Plans (CSPP) and with that knowledge we are better prepared to assist the Contractors on evaluation and development of their own Safety Plan Compliance Documents (SPCD) and/or Site-Specific Safety Plans (SSSP) and Health Manuals as required by FAA airport safety regulations and requirements. In addition, KDG brings the knowledge of state and local safety guidelines and requirements to airport construction work.

### Challenge: Meeting project schedule and budget goals

**Project-based Solution: KDG's collaborative leadership will keep the team moving forward towards milestones and on time/on budget project completion.**

We believe the foundation of any successful endeavor is exceptional people. Our focus is on leadership and people because it is the people who are successful in delivering any project, any program, and any work effort. Understanding this fundamental principle means every staff member must have a personal commitment to our

values and uphold them in everything they do.

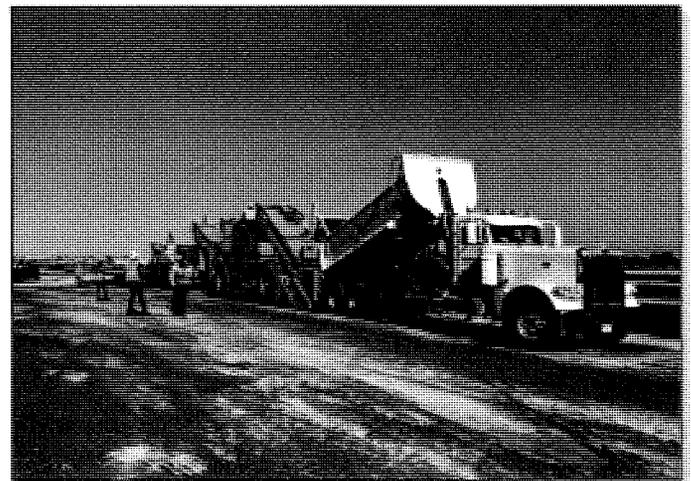
Our values include:

- Exceptional Performance
- Commitment to Our Clients
- One Team Attitude
- Trust and Integrity

A mainstay of a successful, people-based approach is collaboration. We understand the complexities of providing construction management services on an airfield project at an active airport. Airport projects demand the highest standards of safety, reliability, and efficiency, which can only be achieved through a dedicated approach to collaboration. It is imperative to implement optimized procedures and technologies and a close connection to all stakeholders.

In particular, KDG will provide **Tony Mouser, PE** as the full-time, committed Construction Manager. He is currently the Construction Manager finishing up the Taxiway B Project at Long Beach Airport and will provide team oversight as LGB's point of contact. Tony is skilled at providing overall construction management and his past experience in managing and coordinating multiple airfield construction projects at commercial and general aviation airports ensures he will be able to safely deliver quality projects on-time and within budget for the LGB Team.

**Laura DV Smets** will serve as executive sponsor and mentor for the team. A proven mentor, she has the technical expertise, key insights and relationships that will enable her to successfully guide the KDG team, should the need arise.



*KDG working together with the Contractor to ensure paving operations are per plan.*

## Challenge: Satisfying different groups of stakeholders

**Project-based Solution:** KDG will use our proven stakeholder engagement program to ensure their involvement, utilizing proactive planning, coordination and communications tools to the satisfaction of all interested parties.

Airports are unique as they have multiple stakeholders such as Airport Operations, FAA, Security, Maintenance, Engineering, Emergency Facilities and at LGB a diverse group of airport tenants, airlines, and vendors. The surrounding residential and business communities are also closely knitted with LGB. The KDG team has extensive experience and skill sets in successfully working collaboratively with all of these constituents. KDG will plan early, plan twice, and build once. Our approach is simple and very hands-on. The KDG team will facilitate the following to ensure Stakeholder input and participation:

- Page turn meetings to review design plans, phasing and barricade plans plus site logistic work plans
- Perform site walks and revise site logistic work plans accordingly based on phasing documents and existing conditions
- Coordinate stakeholder input and buy-in EVERY step of the way
- Vetting sessions/briefings to ensure the impacted parties are aware of construction dates, durations, and footprint of impacted areas with mitigation measures to ensure minimal impacts to tenants and operations
- Utilize lessons learned in developing site logistic work plans
- Update and consistently communicate via pre-activity meetings, emails, site walks, and coordination meetings to ensure the most up-to-date information

We are highly experienced in how to best navigate within existing protocols and to find ways to meet the sometimes-conflicting needs and concerns of the various constituents. This experience will be very useful in the TXL K and TXL U construction areas. Both job areas abut a diverse group of tenants and vendors such as Catalina Fliers, the general aviation community, fuel station users, and vendors that utilize Lakewood and Spring Secured Access Gates, to name a few. KDG's stakeholder engagement approach will ensure all parties work together to minimize operational impacts to all parties involved while maintaining the project goals of delivering a quality project, on time and within budget commitments.



*KDG Team providing oversight in hazardous safety conditions - Safety First on LGB Taxiway projects.*

## Scope of Project

KDG anticipates that the construction projects and schedule will reflect the RFQ dates listed below:

### Projects:

- **Taxilane K Reconstruction**  
Bid Opening: March 2023  
Construction Commencement: November 2023  
Construction Completion: December 2024
- **Taxilane U Construct**  
Bid Opening: March 2023  
Construction Commencement: November 2023  
Construction Completion: December 2024

KDG's services primarily fall within the following five functional categories:

- **Safety Management:** Take a proactive approach to safety management. Safety is everyone's business and KDG will continually make recommendations to keep safety at the forefront during execution of all work.
- **Cost Management:** Provide accounting guidelines and budgets, establish cost control mechanisms, provide forecasts, validate project estimates, develop estimates, negotiate change orders, analyze cash flow, generate change order contingency reports, and develop estimates for alternative strategies for cost-reduction scenarios.
- **Time Management:** Ensure timely decision-making and actions regarding RFIs, submittals, schedule development, schedule review, monitoring of schedule resources, and analysis of time extension requests.

- **Quality Management:** Provide quality assurance and control functions necessary for constructability review and inspection. Enforce codes, regulations, design criteria, and safety requirements.
- **Project/Contract Administration:** Ensure that administrative tasks that must take place during project execution are accounted for during all phases. Ensure that all contractual obligations are met.

KDG's construction management experience allows us to develop project-specific approaches to each and every project. KDG's approach to managing projects is designed to keep construction moving smoothly, from Startup and Preconstruction through Construction and Project Closeout. Our team's experience and skills will ensure that LGB's best interests remain top priority.

### Collaborative Project Approach

It all starts with the team having clear and common goals in order to establish a relationship of trust and confidence necessary for delivering a successful project. This requires that all team members recognize the value of continual communications and responsiveness. Our team is dedicated to:

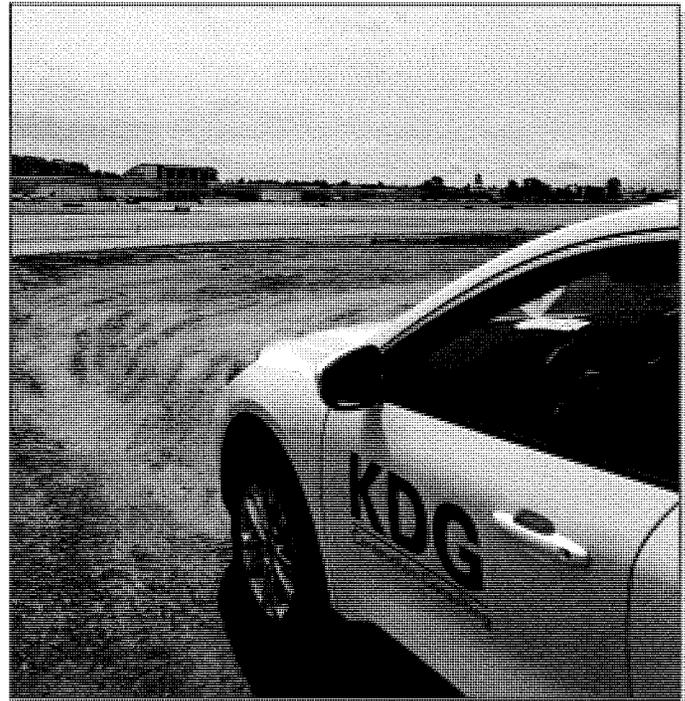
- Productive relationships
- Confidence and trust between team members
- Responsive communication

To achieve these broad objectives, it is important that key members work to establish communication protocols and procedures. Our approach is to be engaged in your project from day one through project closeout. We do this to ensure that we can provide input and guarantee a smooth transition between all phases of your project.

We are committed to ensuring that project challenges are addressed, such as:

- Operational impacts
- Airfield access
- Tenant and FBO coordination
- Concurrent active construction projects

Project challenges are inherent in the process of construction management. To mitigate these challenges, we will initiate a kickoff meeting that includes all key stakeholders—e.g., key LGB staff, Airport Operations, Security, Maintenance, Inspections, Engineers, Project Design Team, Quality Assurance, Contractor Team (Project key staff, QC Team, and Key Subs) and others as directed. The purpose of this project kickoff is to develop the common goals and objectives and to set clear roles and



*KDG has been a consistent, engaged partner to LGB airport providing Construction Management Services for the past four years.*

responsibilities for all project team members.

In addition to addressing the project challenges, we will begin obtaining security badges for key staff members requiring access to LGB airfield secured areas. We are experienced with LGB's badging process and are confident that we can get the necessary staff ID badges in a timely manner. We have an experienced badge coordinator in our office who manages inspector badging, TSA security clearances, and vehicle permits, if necessary. KDG is well positioned to assist our Contractor and sub-contractors to understand and get an early start on the LGB badging process without impacting the start of work.

### Construction Management Manual

At KDG, a Construction Management Manual is intended as a resource for all construction related activities on a project. Our manuals provide a standardized approach for providing quality assurance, obtaining, and managing project documents and the general administration needed to assist the successful completion of a project. The manual also defines the roles and responsibilities of the individuals involved in a process, providing a detailed step-by-step guide for several key processes. In addition, the manual provides a description of how team members will interface with the City, Airport staff, airlines, consultants and contractors.

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## PRE-CONSTRUCTION PHASE

### Bidding and Negotiation Phase

KDG has significant experience coordinating bid packages, preparing RFPs, conducting pre-bid conferences, analyzing bids, and providing assistance and advice about the contract award.

KDG can support or facilitate the pre-bid conferences and walk-throughs, keep accurate minutes of issues and problems discussed with bidders in attendance, and coordinate with the design consultant to resolve RFI's and/or concerns.

We will prepare a detailed and through analysis of all qualifying bids, ensuring that the submitted cost aligns with project scope.

The following are examples of how KDG will assist LGB during the contracting phase:

- Obtain schedule of values
- Obtain performance bonds
- Obtain insurance certificates
- Organize permits
- Plan temporary construction facilities
- Ensure builder's risk insurance
- Organize construction supervision
- Plan site use and access
- Ensure scope is complete

### Value Engineering

Value engineering is an organized and vigorous analysis to check that essential functions are procured at the lowest total lifecycle cost, and ensure that LGB and FAA standards of performance, quality, reliability, safety, operation, and maintainability are met. During this phase we will provide a list of data and material to be furnished by the City.

KDG staff will participate with LGB's project managers, stakeholders and its design consultants during the planning and design phases to assist on reviewing and evaluating redline plans and specifications to ensure the following:

- The most cost-effective designs in terms of functionality, performance, quality, operations, safety, and maintenance
- Coordinating and working with the Contractor and other City consultants to finalize construction record drawings

- Provide a "second look" at the design and constructability to provide assurance that the most reasonable design alternatives, construction approaches, and environmentally sound/energy efficient materials and best practices have been explored
- Review operational requirements and project constraints to ensure a "realistic" schedule and construction phasing alternatives, thereby minimizing operational impacts and costs
- Review QC cost estimates and scope documents thoroughly, assuring that nothing has been omitted, duplicated or underestimated
- Additional examples of value engineering that are important during planning and design phases:
- Gather information, verify accuracy of information and the condition of existing utilities, facilities, and site conditions to analyze and identify greatest opportunities for cost saving by minimizing unknowns that could impact design
- Identify high-cost materials and market conditions impacting availability of materials that could impact project costs and schedule
- Provide input on phasing requirements and project schedule durations based on stakeholder input, operational requirements, and institutional knowledge to minimize impacts to costs and construction schedule

### Logistics Planning

KDG understands the importance of safety on airfield projects and its dependence on developing site logistics work plans prior to the start of construction activities. We utilize our situational awareness and institutional knowledge to safely coordinate the work. We understand the importance of phasing documents and utilize them to look ahead, communicate, and coordinate the work with key stakeholders like Operations, Security, Maintenance, Tenants, and the Contractor. We develop site logistics work plans in collaboration with our key stakeholders. These site logistics plans enable us to clearly layout the work areas, barricade requirements, material and equipment laydown areas, path of travel, security access points, construction FAA requirements (FAA 7460 – Notice of Proposed Construction or Alterations) plus emergency muster areas and contingency plans in the event issues arise in the field, which they often do. KDG will use these plans with the Contractor Team buy-in to

ensure the work can be performed in a dynamic airfield environment safely with minimal impacts to Operations, tenants, and customers.

## CONSTRUCTION PHASE

KDG will seamlessly augment the work alongside LGB staff to ensure the successful on budget and on time completion of the Taxilane K Reconstruction and Construct Taxilane U Projects. We are skilled at providing the necessary implementation, management, and coordination to effectively complete your projects.

## Safety Management

Protection of life must be a priority for everyone. KDG will review the Contractor's safety program to ensure compliance with federal and local laws and also for functionality. KDG knows there are risks in all areas of construction and we continually seek to identify the risks and be proactive in recommending solutions.

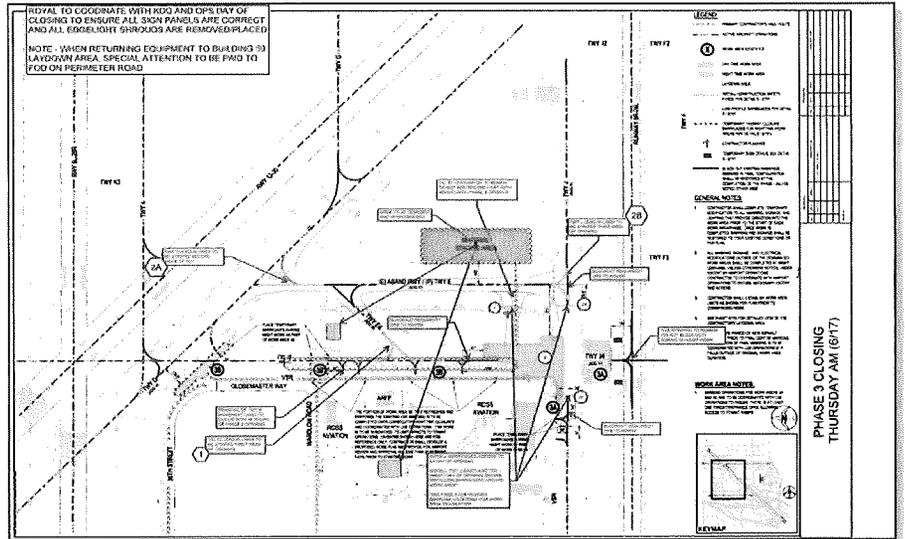
Our experienced safety staff will oversee LGB's contractors to ensure they prepare and submit a Project Specific Safety Plan for their operations. This Safety Plan will be reviewed at a minimum by the Construction Manager, who will coordinate the approval of the safety plans with LGB staff. Any deficiencies will be noted and, upon correction, the plan will be approved. KDG will then distribute the approved safety plan to the project team.

Public safety is extremely important to our team. If public safety appears threatened, we will direct the Contractor to remedy the situation right away or suspend any operations threatening public safety immediately.

KDG is thoroughly familiar with the Construction Safety and Health Manual and other airport safety regulations and requirements, the State of California Construction Safety Orders (CalOSHA) and FAA safety protocols.

## Cost Management

KDG takes pride in the firm's state-of-the-art scheduling and cost control skills. Our proficiency with the industry's scheduling tools, such as Primavera Project Management and Microsoft Project, enable us to control any project's time functions. Moreover, KDG has successfully used cost control systems such as Orion, to identify, capture, report, and control costs on numerous projects. KDG will implement schedule and cost control processes, review



*KDG carefully develops site logistics work plans to allow for clear and concise project communication and coordination with Stakeholders.*

and monitor work performed by consultants and contractors, and provide monthly cost reports to ensure that the project remains on track to meet the budget.

## Schedule

### Schedule Input

KDG will support LGB's obligations and requirements regarding the review and acceptance of the contractor's construction schedules. KDG will review, track, and analyze the Contractor's schedule, including:

- Network diagrams
- Resource loading
- Cost loading
- Schedule reports
- Monthly updates

Upon receipt of the Contractor's CPM schedule, we will provide LGB staff with an analysis and recommendations for acceptance or rejection. Our review will confirm that the logic is appropriate, that values assigned for manpower and cost are reasonable, and that the contractor has not front-end-loaded the schedule. The cost-loaded schedule also must be tied back into the payment process and to the schedule of values provided by the Contractor.

KDG will review and analyze updates as provided by the Contractor and prepare monthly reports for LGB. We will develop procedures for submission analysis and approval of the Contractor's schedule submissions. KDG will measure as-planned versus actual schedule performance throughout the progress of the project.

## Schedule Management

Our approach to managing project schedules relies upon our experience looking at the key project elements to ensure that we are tracking established critical milestone dates. This information is incorporated into our weekly construction meetings and is instrumental in allowing us to monitor and assist LGB with an accurate timing of the project schedule. We utilize the project schedule at each construction meeting to ensure the dates are being met and the overall project is still on schedule.

The importance of maintaining the sequence of work requires an understanding of the proposed scope of work and the details affecting the connection of each project. The sequence of work will provide the maximum level of efficiency and productivity for each project involved within the scope of work.

Our goal is to have a clear understanding of the actual lead times, duration of work, and means and methods, so we can evaluate the project sequences. Our objective is to avoid improvisation imposed by lack of foresight or last-minute surprises, benefiting a project by preventing unnecessary costs and delays. We will:

- Study the details and preplan the project, resulting in fewer surprises during project execution
- Maximize quality control measures by adhering to the proper sequencing of the work
- Review planning of resources, such as labor and equipment
- Monitor the submittal of all permits/forms, including airfield access permits, security notice of change conditions, and FAA Form 7460—for FAA Approval “Notice of Proposed Construction or Alternation” which is required 45 days before the start of construction
- Enhance open communication and coordination efforts between construction team members
- Ensure buyout of materials and critical elements with enough lead time by monitoring submittals and procurement schedules of long lead items such as critical electrical airfield signage and fixtures, if necessary
- Process shop drawings, samples, and data sheets in a timely fashion
- Improve safety performance by sequencing the activities to ensure maximum protection for workers and airfield personnel

## Risk Management

Subsequent to the kickoff meeting, we will begin to review the project schedule, focusing on the submitted phases. We believe there are distinct benefits to the correct sequencing of the work, with a focus on minimizing disruption to airline operations, providing the most efficient use of the site, and improving the project schedule.

One of our first objectives will be to prepare a detailed analysis of the project, to identify and assess potential undesirable situations that may impact the project’s success. This will allow us to determine special services required, complexity of construction, as well as safety, operational, and environmental considerations. Out of this analysis and identification process, we will generate a preliminary risk register, which will categorize and prioritize risks based on assumed impacts to project objectives including:

- Schedule Risk
- Budget and Cost Risk
- Quality Risk
- Technical Risk
- Operational Risk

Our team will monitor the project for these risks and communicate its status to LGB and stakeholders regularly.

| CITY OF LONG BEACH  |                                | DAILY INSPECTION REPORT |                  |
|---|--------------------------------|-------------------------|------------------|
| Project Name:   | 35634 - Taxiway B Construction | Date:                   | 7/14/2021        |
| Owner:  | City of Long Beach             | Inspector Hours:        | 0                |
| Contractor:   | Griffith Company               | Temp (F):               | Low: High:       |
| Project No.:  | 3701020015                     | Wind:                   |                  |
| Report No.:   | lthomas097                     | Precipitation:          |                  |
| Weather:  |                                | Sky:                    |                  |
| <b>Contractor Labor</b>   |                                |                         |                  |
| Classification  | Trade                          | Sup                     | For              |
| Op  | Lab                            | App                     | Jou              |
| Qty   | Hours                          | Comments                |                  |
| <b>Contractor Equipment</b>   |                                |                         |                  |
| Equipment Type  | Qty                            | Status                  | Comments         |
| <b>Summary of Work:</b>   |                                |                         |                  |
| - 7:30 AM, Royal Electric is chipping and cleaning out the cores at the base cans at the taxiway edge lights trench.<br>- Proof-Roll taxiway edge-light trench with a water truck to make sure there isn't any yielding soil; and coming in tomorrow and throw down some fines where there are rock pockets after the sun warms the AC, then use a whacker to compact, and finally fog seal the surface to keep the fines down and intact. Wait 5 days before placing paint (per -- Eddie Perez - QA - Twining). Per Spec we need to wait 5 days for stripping after newly paving.<br>- Royal Electric is planning on pouring P610 concrete at 11:00 AM today at the TWY J base cans for the edge lights.<br>- Dave Evans (City Inspector) mentioned that Jimmy (Griffith) doesn't plan to do any flood testing of the newly paved areas because they haven't graded the infield areas yet to prevent areas getting muddy.<br>- Royal Electric completed the P-610 concrete pour and curing.<br>- Carry proof-rolling TWY J edge lights trench at 2:00 PM |                                |                         |                  |
| <b>Visitors:</b>  |                                |                         |                  |
| Time  | Name                           | Remarks                 |                  |
| <b>Construction Activities</b>  |                                |                         |                  |
| Activity  | Start                          | Finish                  | Description      |
| <b>Materials:</b>   |                                |                         |                  |
| Material Name   | Qty                            | Units                   |                  |
| <b>Time &amp; Materials:</b>  |                                |                         |                  |
| <b>Pay Items:</b>   |                                |                         |                  |
| Item No.  | Description                    | Bid Quantity            | Current Quantity |
| Prepared By: Thomas, Leta   |                                | Date: 7/14/2021         |                  |

*KDG has proven experience with LGB reporting systems.*

Our plan will also include a review of the project budget and a comprehensive review of the schedule, coupled with a first look at the impact of site logistics, including project phasing, permitting, and any long lead items that may require immediate procurement. We will review each phase of work and the Contractor's execution plan. The execution strategy is imperative to start the project with the most reliable information available. The elements of this preliminary analysis will provide the continuing theme for our services throughout the project. They include:

- Reviewing the project and its intent
- Controlling cost and schedule
- Providing continual value analysis and constructability options
- Submitting documentation to LGB in accordance with FAA AC 150/510014E Change 1
- Monitoring safety guidelines as discussed in the specifications and FAA AC 150/5370-2G (Operational Safety on Airports During Construction)
- Review of the procurement plan

Once we have input from all other key stakeholders, and that information has been incorporated into the project, we ensure that guidelines provide:

- Safety management
- Quality control
- Budget control
- Schedule management

## Quality Control Plan

KDG will monitor all work and structures to ensure that the Contractor's practices do not have a negative impact on Operations and Maintenance. KDG will prepare a quality assurance (QA) plan in conjunction with its QA Team to comply with the contract plans and specifications. KDG will review and approve the Contractor's quality control (QC) plan and monitor the Contractor's work quality by utilizing experienced inspectors to review the work for conformance with the contract plans and specifications. The Inspection staff will interact daily with the Construction Manager, the Contractor's quality control personnel, field leadership, and construction field personnel.

Inspection will be conducted proactively, including review of shop drawings, inspection of materials during the manufacturing and assembly process, inspection of materials offsite or in the Contractor's yard prior to installation, and during the installation process. The inspectors will communicate any quality or nonconformance concerns they may have to the Contractor in writing. Communication between the Contractor and the QA/QC staff is essential for a successful on time completion and quality product.

## Approvals Procedure

Construction projects are information intensive. Effective construction management requires accurate and complete communication and documentation



*LGB and KDG Team perform final Foreign Object Debris (FOD) walk prior to the opening of TWY D.*

management. KDG will serve as the communications liaison between LGB staff and the project contractors and will provide field support to assist in an expedited review of construction related issues such as Requests for Information (RFI), Submittals, Quality Control deficiencies, and Change Orders. We will focus on adherence to formal procedures for logging, reviewing, processing, and expediting approvals for items, such as the following:

- Submittals
- Shop drawings
- Change order requests, change orders, and contract modifications
- Potential claims, claims submittals, and solutions
- RFIs
- Inspector's daily reports
- Meeting minutes
- Noncompliance notices
- Progress payments (verification)
- Punch lists
- Contract closeouts

### **Change Orders/Claims Mitigation**

When a contractor provides notice that a clarification or change may involve an adjustment in contract time or cost, KDG will assist LGB staff in determining the merit and developing a justification if the change is to be accepted. We will establish a log of potential change orders and supplemental agreements for use in discussing status at regular meetings and for tracking time and cost exposure.

KDG will explore alternative solutions, review and evaluate change orders, prepare estimates or schedule analysis, where needed, to verify the validity of the Contractor's request, and negotiate to establish an



*KDG's expert Construction Management teams act as the eyes and ears of our clients.*

agreement for a recommendation. We will provide the necessary documentation and recommendations to LGB for each proposed change order. When necessary, KDG will recommend directing the Contractor to proceed to minimize delay over disputed changes and will recommend terms for the directive to minimize vulnerability to claims and protect LGB from undue liability.

### **Construction Inspection**

Our ability to furnish qualified inspectors stems from our extensive knowledge about specific certifications and requirements necessary to provide overall inspection services. KDG will ensure that construction inspection services are provided during the days of construction to monitor construction progress and for compliance with contract specifications. The assigned construction inspectors will keep accurate and detailed written records of progress during all phases of construction. They will maintain daily detailed time and material records regarding the use of labor, equipment, and material for the project.

This information will be maintained in the daily log book and will describe all activities which occur on the project, including the number of workers, identified by trade, employed at the site by the Contractor(s), the number of hours worked, material shortages, labor difficulties, weather conditions, visits by officials, decisions reached, specific problems encountered, general and specific observations, and all other pertinent data relative to the performance of the construction contract(s).

The KDG inspectors will participate in construction progress meetings, review the Contractor's "look ahead" schedules, and coordinate verification of completion or percentage of completion for a scope of work or project phase. This will include performing technical inspections—at the jobsite or offsite—of materials and workmanship in accordance with the Contract Documents.

### **Quality Assurance Inspection**

KDG will monitor the Contractor's work quality by utilizing experienced and highly trained QA inspectors to review work for conformance with the contract. The inspection team's monthly hours will closely follow the anticipated construction volume of the Contractor's work.

During construction, KDG's QA inspectors will monitor and document conformance of materials, parts, and workmanship in accordance with the Contract Documents. In addition to their field inspections, the construction QA inspectors will:

- Participate in weekly construction progress meetings
- Review the Contractor's three week "look ahead" schedules and coordinate inspection staffing needs
- Review the Contractor's payment requests for accuracy
- Review the Contractor's record drawings prior to monthly progress payment. Prepare a written response giving a general indication of missing items to be completed by the Contractor
- Discuss RFI responses as required and coordinate replies to the Contractor
- Assist in review of the submittals
- Prepare and submit inspector's daily reports and review prior to submitting to the document management system
- Prepare daily reports of construction activities, including weather conditions, the Contractor's equipment and labor, work performed, materials used and site visitors, noting delays in work and reasons for these delays and deficiencies
- Photodocument ongoing daily construction, prepare a written description for each digital photo and provide documentation

### **Daily Inspection Report**

The Daily Inspection Report (DIR) will be one of the primary forms used to account for all construction work and practices observed by KDG's QA inspectors. Our inspectors prepare a written DIR of activities for every calendar day, including days of no activity. When the Contractor performs work, the inspector will document the quantities, equipment, crew size, time, material, and progress photos. This information will be submitted at least weekly and will be used later to verify progress payments.

DIR forms will be numbered sequentially for each calendar day of the project, whether work is performed on the project that day or not; with the day of NTP as day zero (0) and the last DIR the day the contract work is completed. KDG will be responsible for ensuring that reports are complete and adequately convey the following information:

- Work performed by contractors and subcontractors
- Any nonconforming work
- Manpower, equipment, and visitors
- Weather conditions
- Field directions given
- Phone conversations related to the contract work
- Inspections and tests performed
- Issues and delays encountered

- Safety infractions or incidents

### **Soil Investigation and Materials Testing**

Twining will be performing soil investigations, including core sampling, laboratory tests, related analyses, and reports. They will also perform and prepare land surveys and topographic maps, if necessary, and prepare a summary of the material testing report. Twining has been at the forefront of construction materials testing for over a century. Their network of state-of-the-art laboratories, complimented by their fleet of mobile laboratories, allows them to provide in-house testing for projects throughout California. It's important to note, that Twining also has a laboratory adjacent to LGB that allows for expedited analysis of materials in a time critical environment.

Twining subscribes to the most stringent inspection and certification requirements in the industry. They are recognized by agencies including Caltrans, Division of the State Architect (DSA), American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), International Accreditation Service (IAS), and U.S. Army Corps of Engineers along with numerous cities and counties as a certified geotechnical, asphalt paving, materials testing, and inspection laboratory.

### **Public Information and Community Involvement**

Our team is well versed in the importance of a comprehensive and effective community outreach plan. We ensure clear communication with the local residents as well as the commuting public that might be impacted by the construction activities. We understand the importance of advanced notification of all construction activities and operations. Our outreach plan will be specifically developed after we have identified all construction impacts to ensure notices are provided with sufficient time for alternative travel planning, if necessary.

All calls we receive are documented on a specific caller sheet, these sheets require name, dates, time, location, and issue. Caller sheets are reviewed daily, and require a close out signature to ensure that follow up calls are conducted, and if any actions are required. It is important to us that every concern is addressed promptly in an efficient and courteous manner.

### **Construction Administration**

During construction, KDG will support and/or manage schedule, cost control, and basic project control reporting systems. We will produce accurate and readable

financial and progress reports monthly or on a schedule established by LGB. We will regularly facilitate meetings and publish meeting minutes to coordinate the efforts of our team members and other consultants and to monitor contract compliance. This work includes but is not limited to:

- Conducting weekly project update meetings
- Preparing construction management program
- Providing consultation and recommendation to the Airport Stakeholders during all phases of construction
- Preparing site logistic work plans
- Reporting on DBE participation, if applicable
- Providing expert witness testimony in litigation involving the project
- Preparing FAA quarterly performance reports
- Preparing FAA weekly and monthly inspection reports
- Preparing weekly Engineering summary reports
- Assisting in preparation of SWPPP reports
- Preparing grant amendment requests and associated justifications, if applicable
- Obtaining release of liens from all contractors
- Preparation of Construction Management Plan prior to start of construction
- Review and approval of Quality Control Plan and preparation of Quality Assurance Plan
- Preparation of Risk Registry prior to start of construction and maintained throughout project

**Weekly Progress Meetings**

KDG will hold regularly scheduled meetings with the Contractor and review and issue meeting minutes. This will help the team remain organized and facilitate timely resolution of construction problems and technical issues related to schedule, cost, scope and/or quality. We will coordinate with all LGB stakeholders, including the Contractor, subcontractors, engineering, surveying and environmental consultants.

**Schedule Monitoring**

KDG will monitor the schedule on a monthly basis and compare updated, revised, or recovery schedules to the baseline schedule to make sure the Contractor maintains its schedule in relation to the original plan. To ensure that an acceptable schedule is in place at all times during the contract, KDG will take an active role in analyzing the schedule’s development and dissemination.

| Item | Discussion/Action  | Status  | BIC | Date Req. |
|------|--|---------|-----|-----------|
| 4.0  | <b>Operations Coordination</b>   |         |     |           |
|      | • KDG will provide an AIB for the construction contract for phase 1.   | Closed  |     |           |
| 4.02 | <b>Substitution Request</b>  |         |     |           |
|      | 2/7/18<br>• SR-001 and SR-002 are suspended at this point. [redacted] is to proceed per contract documents.  | Metrol  | KDG | 3/21/18   |
|      | 3/7/18<br>• SR-003: [redacted] is open to review a substitution to CS-04. [redacted] provided a submittal for CS-04. SR is pending consideration of [redacted] credit.   | Pending |     | 3/21/18   |
|      | • SR-004 is in holding the savings proposal, therefore it is not acceptable. [redacted] will review and resubmit. KDG will consider SR's with discretion on a case by case basis, but encourages submittals required by contract in best interest of [redacted]. | Pending |     | 3/21/18   |

| Item | Discussion/Action   | Status | BIC | Date Req. |
|------|---|--------|-----|-----------|
| 5.0  | <b>Environmental</b>  |        |     |           |
| 5.04 | <b>Equipment Utilization</b>  |        |     |           |
|      | 2/7/18<br>• [redacted] provided a list of [redacted] to submit to the Quality Management Reporting by March 22 <sup>nd</sup> to the KDC/MSM division. | Closed |     |           |
|      | 3/7/18<br>• All equipment utilization reports have been submitted to KDC today. MSB has forwarded to [redacted] for review.                           | Closed |     |           |

| Item | Discussion/Action  | Status  | BIC | Date Req. |
|------|--|---------|-----|-----------|
| 6.0  | <b>QA/QC</b>   |         |     |           |
| 6.02 | <b>Materials Testing</b>   |         |     |           |
|      | 2/7/18<br>• KDG will provide [redacted] report format to [redacted] by Thursday.                             | Closed  |     |           |
|      | 3/7/18<br>• [redacted] will schedule QA/QC testing.  | Pending | KDG | 3/7/18    |
|      | 3/14/18<br>• Completion reports from [redacted] are still needed. [redacted] will submit it tomorrow to KDG. | Pending |     | 3/21/18   |

*Delivering thorough meeting minute reports ensures the project is kept on task through completion.*

KDG will also link the construction activities shown in the schedule to produce Inspector Daily Reports that more accurately reflect planned field work progress in preparation for review of the monthly progress payments. As part of regular monitoring of the project schedule, KDG will hold weekly meetings including key LGB staff, the designer and other stakeholders to discuss the status of activities and their impact on the critical path. In particular, KDG will facilitate meetings to work closely with LGB Operations, Engineering, and the Contractor to mitigate schedule impacts and develop recovery schedules and plans that work for all parties. The result is a more coordinated and efficient effort with quicker results to mitigate schedule slippage, and thus minimizing operational impacts and reducing costs.

**Progress Payment**

The construction manager and QA inspector will review the applications for progress payments to confirm the quantities of work completed. Towards the end of the month, our team prepares a “pencil draft” of the approval for review and clarifications or corrections. When the application is deemed “acceptable” and signed, it will be forwarded to LGB’s Project Manager for approval and signature.

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### **Submittal Processing**

KDG will work within Orion's document control and filing systems to manage documents, including all incoming and outgoing documents.

KDG will coordinate the steps early in the process by ensuring the Contractor's submittal schedule incorporates all the required submittals outlined in the plans and specifications. In the submittal review process, KDG will also coordinate the steps in the submittal review from the time the submittal is received to the time a response is returned to the Contractor. As soon as a submittal is received from the Contractor, the Document Control Specialist will record it in the Submittal Log.

KDG will determine the appropriate review process, ensuring that team members are provided status notification as necessary.

### **Maintain an up-to-date drawing log**

KDG will utilize the Orion software to send automatic notifications of updates to the Contract drawings log. The notifications will be sent to the CM team, the LGB project team, and the Contractor. Each revision cycle provided by the engineer will be logged automatically and linked to the contract, creating an accurate drawing log file.

### **Meeting Participation**

KDG will coordinate with LGB, conduct and participate in meetings as needed to facilitate the overall management of the project and resolution of project related issues. This includes internal scheduling and coordination meetings, stakeholder coordination meetings, pre-activity coordination meetings and briefings, weekly Project Team meetings, and third-party coordination meetings. Other meetings may include:

- Preconstruction site investigation meetings
- Initial construction
- Design
- Project status with LGB
- Meetings and conferences with officials of the City of Long Beach, Federal, and State government agencies, local elected officials, community stakeholders, or others as directed
- Phasing and site logistic work plan coordination
- Job coordination
- Airport Operations pre-activity site walks
- Project safety conducted by LGB or the Construction Contractor
- Utility coordination
- Technical change
- Change order
- Negotiations

- Site investigation meetings
- Final inspection site walks and acceptance turnover meetings

### **PROJECT CLOSE OUT PHASE**

KDG's startup, occupancy, and acceptance procedures will ensure a smooth transition from construction to use of the taxiway, taxilanes, and aprons. These procedures will be incorporated into the master schedule months before construction completion to coordinate LGB's needs, prepare punch lists, carry out final inspections, train maintenance staff in using operations and maintenance manuals, and create turnover procedures.

#### **Punch Lists**

When the Contractor requests substantial completion, KDG will conduct a semi-final inspection and prepare a punch list report detailing items to be accomplished. After corrections are made but before the Contractor leaves the job site and before final payment, KDG will conduct a final inspection and, if work appears satisfactory, recommend final acceptance.

#### **Document Closeout**

Before final acceptance, KDG will assist LGB staff in obtaining and reviewing all items required by the construction contract, including:

- As-built drawings
- Guarantees
- Warranties
- Affidavits
- Lien Releases
- Bonds
- Waivers
- O&M manuals
- Record documents

#### **Final Inspection and Turnover**

KDG will assist LGB to determine substantial completion, conduct a final inspection and initiation of facility turnover to Operations and Maintenance. Prior to the Contractor's demobilization from the site, KDG will conduct inspections with all appropriate team members on the project at the same time to discuss the completed work and address any questions from the LGB team. This will provide an opportunity for LGB to have the Contractor address any concerns about completed work and develop a punch list. KDG will conduct an inspection of the punch list items with LGB to verify that the punch list items have been addressed. KDG will complete a final inspection and make a recommendation of acceptance by LGB.

### Project Closeout Conference

A project closeout conference will be conducted before substantial completion to prepare for turnover and operations and maintenance acceptance. The project closeout conference will be appended to a regularly scheduled progress meeting to review all contract closeout requirements, timing requirements for each, and an identification of the party responsible for preparing, conducting, or submitting manuals and documentation.

### Transfer of Project Records

Upon closeout, KDG will assemble a closeout file containing all the contract documents, schedules, meeting minutes, manuals and shop drawings. As part of the project closeout, the office engineer will screen all of the hard copy files to eliminate duplication and extraneous material and transfer the materials to LGB.

Items to be transferred to LGB will include:

- Daily construction log indicating actions, progress of work, significant occurrences, weather problems, related adjacent work, and field notebooks
- Daily Inspection Reports
- All records pertaining to the execution of the project,

specifically the details of any delays or lack of cooperation in performance of the contract work

- Daily records of force account work or overtime, at other than normal hours, as back-up data for payment for extra charges, if any
- All contract documents, plans, specifications, maps, logs, books, calculations, and studies
- Records of all correspondence and meetings pertaining to the contract
- Progress reports with certified quantities of work in place and activities completed, including records of materials or equipment delivered or stored at the site by the Contractor(s) and eligible for partial payment
- Record of all changes properly evaluated, estimated, negotiated, and accepted
- Final inspection and acceptance documents
- Final payment to Contractor
- Progress photos required for progress control and claims
- All closeout certificates, forms, and letters

The original closeout file will be forwarded to LGB for review and comment or review and sign-off. Once signed, a copy of the form signed by LGB will be returned to serve as the field office copy for closure and filing.



## Section 7: Project Specifications

With a broad range of construction management services on a wide variety of aviation projects, KDG has extensive expertise in creating the type of team required to support LGB. KDG and our subconsultants' combined knowledge and regional experience on aviation projects blends to provide an ideal team to support LGB.

Based on the project schedules provided in Addendum 1, our proposed staff will have the availability to fully support LGB's projects. In the event that project schedules or staff availability changes, KDG's experience with aviation projects enables our team to recruit people who are knowledgeable and reliable in aviation project delivery.

We have identified the following individuals as those with the ideal set of skills and knowledge to deliver the Taxilane K Reconstruction and Construct Taxilane U Projects. Our **Construction Manager, Tony Mouser, PE** is committed full time, onsite for the duration of this project. He is currently the Construction Manager finishing up the Taxiway B Project at Long Beach Airport and will be working on the Runway 12-30 Electrical Improvements, which should be finished by the time this project starts. He will provide team oversight and will be LGB's point of contact. Tony brings over 6 years of airfield experience. He is skilled at providing overall construction management, field engineering, stakeholder coordination, inspection, schedule coordination, leading team meetings, progress payments, quality tracking, management of contractor and subcontractors, management of field/office engineers, closeout, and claims resolution. His past experience in managing and coordinating multiple airfield construction projects at commercial and general aviation airports ensures he will be able to safely deliver quality projects on-time and within budget for the LGB Team.

Our **Executive Sponsor, Laura DV Smets** is committed as Executive Sponsor for the duration of the project. She is currently supporting the close-out of Taxiway B at Long Beach Airport, and will be Subject Matter Expert (SME) working on the Runway 12-30 Electrical Improvements, which should be finished by the time this project starts. After successful completion of the TWY D Project as Construction Manager and Site Logistics coordinator for TWY B, she brings an understanding and knowledge of working with the airport and has created positive working relationships with LGB Stakeholders. She will provide

project coordination and logistics management oversight for the project, including coordinating the schedule and site logistic plans with Long Beach Airport's Operations, Engineering, Maintenance and Security groups, coordinating tenant impacts, preparing FAA 7460 submittals, and mentoring the KDG Team. Laura brings over 20 years of experience supporting aviation and utility projects, and understands technical project elements as well as FAA requirements and protocols.

Our **Document Control Specialist, Teresa Carreon** is committed full time, onsite for the duration of this project. She is currently working on the Taxiway B and D projects at Long Beach Airport, both of which will be finished by the time this project starts. Ms. Carreon has over fifteen years of experience managing documents and providing administration support for aviation projects. Her previous work at LGB and demonstrated proficiency with the Orion system ensures that she can quickly begin implementing required project and document control procedures, quality assurance, and third-party construction coordination.

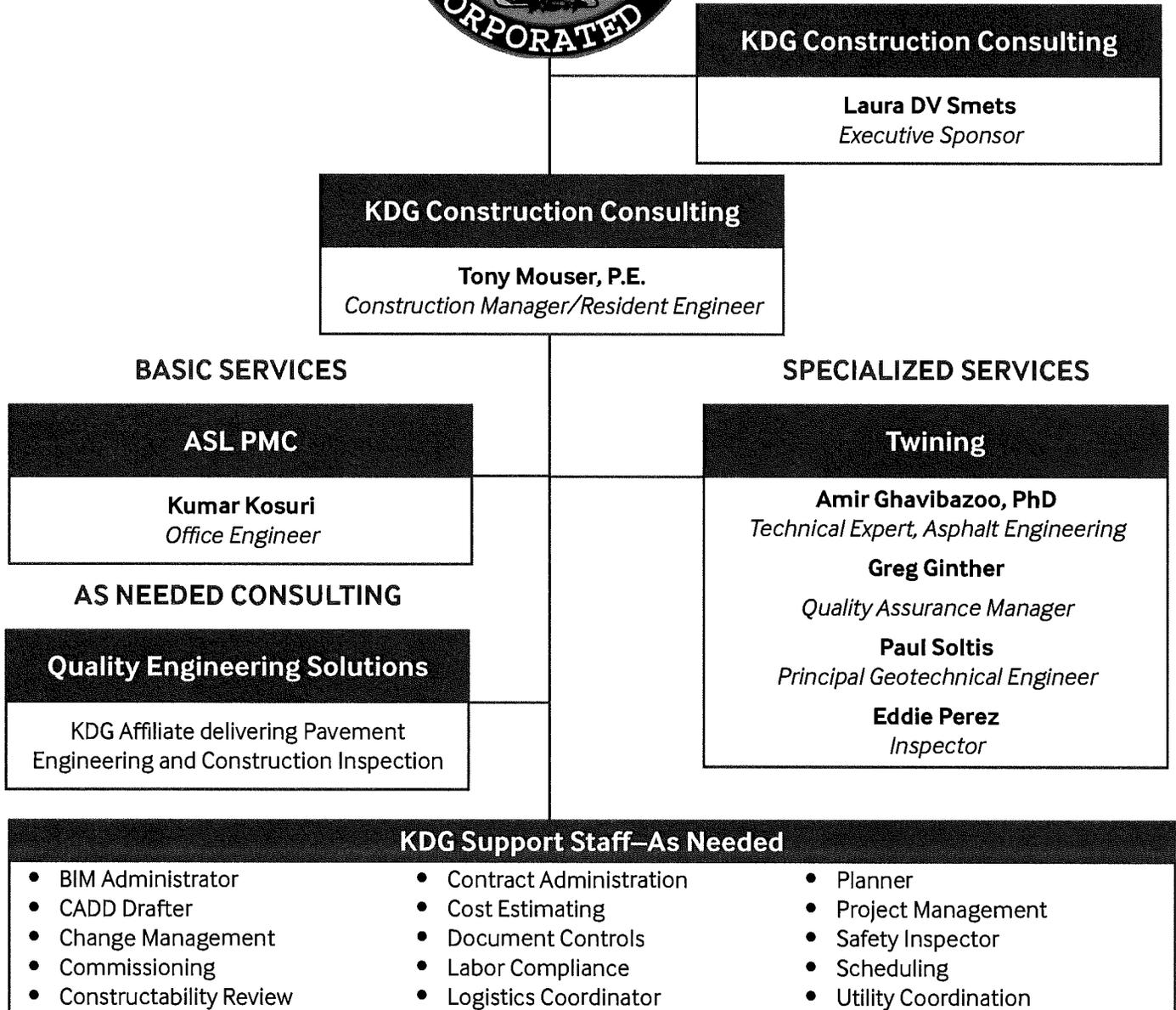
**ASL PM** will be providing our Office Engineer, **Kumar Kosuri**, who will be committed full time for the duration of the project. Kumar is a strong Office Engineer with experience mobilizing large horizontal teams and set up project management processes. He is a self-starter with interest in developing and implementing best practices, and creative solutions to service and business. Kumar has provided support to multiple projects simultaneously working with numerous disciplines.

**Twining** is the leading provider of testing and inspection services on airport projects; they have supported construction projects at Long Beach Airport, John Wayne International Airport, Los Angeles International Airport, Ontario International Airport, San Diego International Airport, Santa Barbara Municipal Airport, and Sacramento International Airport among others. Twining may be called upon as a readily available resource to provide testing and materials inspection services.

**ASL Project Management Consultants** is a SBE, DBE, and MBE certified project management consulting firm offering a wide range of professional services. They focus on innovation and collaboration as the cornerstone for success. Using an integrated team approach for the management of expectations, people, risk, and deliverables results in successful project implementation. ASL may be called on to provide Office Engineering to this project.

## Organizational Chart

The Team Organizational Chart on the following page illustrates our responsibility matrix. All of these key staff are enthusiastic to participate on this project and they are fully committed to the scheduled deadlines.



## Section 8: Warranty/Maintenance & Service



Construction  
Consulting

November 30, 2021

Tommy Ryan  
Procurement Services Division  
City of Long Beach  
411 W. Ocean Blvd., 6<sup>th</sup> Floor  
Long Beach, CA 90802

Re: RFQ Number AP22-002 Engineering Design and Construction Management Services for Taxilane K Reconstruction & Construct Taxilane U Projects at Long Beach Airport

Dear Mr. Ryan:

KDG Construction Consulting is committed to maintaining all warranties listed in the Pro-Forma Agreement included as Attachment B in the RFQ. We acknowledge and accept the full Pro Forma Agreement of the City of Long Beach as included as Attachment B in the RFQ.

Sincerely,

A handwritten signature in black ink that reads "Brittany Starozinski".

Brittany Starozinski  
Director of Operations – Business Development

## Section 10: Cost

KDG understands that once the City has selected KDG as their preferred consultant, the City and KDG will meet to develop a general contract scope of services. KDG will then use this information to develop and submit a proposed general fee and supporting cost breakdown.

KDG will provide supporting and hourly rate cost breakdown information following selection, but prior to contract award. These rates will be used for various assigned tasks that may be requested by the City.



Airports are unique as they have multiple stakeholders such as Airport Operations, FAA, Security, Maintenance, Engineering, Emergency Facilities and at LGB a diverse group of airport tenants, airlines and vendors. The surrounding residential and business communities are also closely knitted with LGB. The KDG team has extensive experience and skill sets in successfully working collaboratively with all of these constituents. KDG will plan early, plan twice and build once. Our approach is simple and very hands-on.



## Primary Consultant Information

### Company Ownership

KDG Construction Consulting is a California corporation incorporated in 1984.

### Location of Company Offices

KDG's headquarters office is located at 1025 N. Brand Blvd., Suite 300, Glendale, CA 91202. The company also has branch offices in San Diego, CA and Seattle, WA.

### Location of the Office Servicing any California Account(s)

Depending on project location, California accounts are supported by either the Glendale or the San Diego office.

### Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.

KDG currently has 58 employees; four of them live in Long Beach.

### Location(s) from which employees will be assigned.

Our employees will be based in our Glendale office; they are available to work onsite, if requested.

### Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFQ.

Britany Storozinski  
KDG Construction Consulting  
1025 N. Brand Blvd., Suite 300, Glendale, CA 91202  
818.241.0800

### Company background/history and why Consultant is qualified to provide the services described in this RFQ.

Incorporated in 1984, KDG Construction Consulting is an established Minority and Women-Owned Business Enterprise that has successfully coordinated and managed the construction of over \$8 billion in public works and Capital Improvement Projects over the past five years.

KDG has provided exceptional project management, construction management, coordination and logistics management, and safety management at Long Beach, San Francisco, LAX, Ontario, and Van Nuys Airports. We have an in-depth understanding of the technical and regulatory issues affecting aviation projects.

Our work covers a variety of capital improvement projects

including runway and taxiway improvements, terminal improvements, concessionaire tenant improvements, roadways, aircraft parking aprons, and infrastructure and utility coordination. We use this knowledge to manage the construction process to deliver superior project results, with fewer interruptions to the airport's daily operations and support facilities.

### Length of time Consultant has been providing services to the public and/or private sector.

For over 30 years, KDG has been focused on providing project and construction management services for market sectors, including aviation, transportation, and water and power infrastructure.

### Resumes for key staff

Resumes can be found in **Appendix 1**, beginning on page 31.

### Financial Stability

Financial statements for KDG and our subconsultants can be found under separate cover, in the **Part 3: Financial Stability and Statements** document.

## Business License

*The Long Beach Municipal Code requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.*

KDG currently holds a business license from the City of Long Beach.

## Subconsultant Information

### 9.2.1 Does this SOQ include the use of subconsultants?

Yes  No  Initials BS

If "Yes," Consultant must:

9.2.1.1 Identify specific subconsultants and the specific requirements for which each subconsultant will perform services.

9.2.1.2 Provide the same information for any subconsultants as is indicated in section 9.1.

KDG has included two subconsultants on our proposed team: Twining Inc. and ASL Project Management Consultants.



|  |  |
|--|--|
| <b>Company Ownership</b>   | California S Corporation, Incorporated 1959<br>Edward M. Twining, Jr., Chairman, 85.7% owner<br>Robert M. Ryan, Chief Executive Officer, 14.3% owner   |
| <b>Location of company offices</b>   | San Diego, Long Beach, Riverside, Ventura, Ridgecrest, Sacramento, Concord   |
| <b>Location of office servicing any California accounts</b>  | San Diego, Long Beach, Riverside, Ventura, Ridgecrest, Sacramento, Concord   |
| <b>Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach</b> | Total Employees: 248<br><br>Number of full time and part-time employees residing in Long Beach: 22   |
| <b>Location(s) from which employees will be assigned</b>   | 2883 East Spring Street, Suite 300, Long Beach, CA 90806<br>Directly adjacent to the Long Beach Airport  |
| <b>Name, address and telephone number of the Consultant's point of contact</b>   | Paul Soltis, PE, GE, Vice President, Geotechnical Operations<br>2883 East Spring Street, Suite 300, Long Beach, CA 90806<br>psoltis@twininginc.com   562.426.3355  |
| <b>Company background/history and why Consultant is qualified to provide the services described</b>                                    | <p>Twining is a full-service engineering and quality control company with unmatched technical expertise. As detailed below, they have a wide span of highly technical capabilities in applied engineering and integrated disciplines. With laboratories throughout California and over 150 inspectors, they are unequalled in their core competencies to work on projects:</p> <ul style="list-style-type: none"> <li>• Geotechnical engineering</li> <li>• Asphalt pavement QA services, design and materials evaluations</li> <li>• Soils and materials testing and inspection and Specialty testing</li> <li>• Mobile laboratory services and Stormwater management</li> <li>• Roofing and waterproofing consultation and inspection</li> <li>• Applied engineering and research and Forensic evaluation</li> <li>• Geo-Instrumentation monitoring and assessment</li> </ul>  |
| <b>Length of time Consultant has been providing services to the public and/or private sector</b>                                       | <p>Twining's legacy dates back more than 120 years. What started as a family business in 1898, has evolved into one of California's largest service providers of geotechnical, materials testing, and construction inspection services. Incorporated in 1959, Twining is along established leader in providing geotechnical engineering, testing, and inspection services on airport projects throughout California. They've proven themselves during 27 construction projects at Long Beach Airport alone since 2009. Other California airports they have provided services at include John Wayne Airport, Los Angeles International Airport, Ontario International Airport, San Diego International Airport, Santa Barbara Municipal Airport, and Sacramento International Airport, among others. Having worked extensively on both air side and land side projects, and supported by a team that is equally qualified and experienced, Twining is well-positioned to provide LGB with an exceptional breadth of services.</p> |
| <b>Resumes for key staff to be responsible for performance of contract</b>   | Resumes can be found in <b>Appendix 1</b> .  |
| <b>Financial Stability</b>   | Financial statements can be found under separate cover, in the <b>Part 3: Financial Stability and Statements</b> document.   |



|  |   |
|--|---|
| <b>Company ownership</b>   | Abadjis Systems, Ltd dba ASLPM was incorporated on April 2, 2012 as a Delaware Corporation  |
| <b>Location of company offices</b>   | ASLPM's corporate offices are located at 4190 Bonita Road, Suite 201, Bonita, CA 91902  |
| <b>Location of office servicing any California accounts</b>  | California accounts are serviced out of corporate office in Bonita, CA  |
| <b>Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach</b> | Total Employees: 17<br><br>No employees currently reside in Long Beach, however, historically we hire personnel who either live near the work area or are willing to re-locate to support the project.  |
| <b>Location(s) from which employees will be assigned</b>   | Employees that support the project full-time will be relocated near Long Beach.   |
| <b>Name, address and telephone number of the Consultant's point of contact</b>   | Name: Saad Ilyas<br>Address: 4190 Bonita Road, Suite 201, Bonita, CA 91902<br>Telephone Number: 855.378.1843  |
| <b>Company background/history and why Consultant is qualified to provide the services described</b>                                    | ASLPM has been providing Project Management services for the past 30 years, and has a consistent history of successful project and program execution in the most challenging operating environments.<br><br>ASLPM has over 20 years in the aviation industry. One of the early programs ASLPM was part of was the \$68M SDCRAA Capital Improvement Staff Support Services Program where they provided project and construction management support on a variety of projects including Terminal 2 East Improvements Project, Central Receiving and Distribution Center, 12kV service and distribution Systems Upgrade. Other multi-year projects include SEATAC South Terminal Expansion Project (STEP), Phoenix Sky Harbor Airport Capital Improvement Program Staff Support Services, LAWA PM Support & Advisory Services and Project/Construction Management for LAWA / LAX TBIT Terminal 5.5 Terminal Vertical Core, and the Wayfinding Enhancements and Gate Enhancements projects at San Francisco International Airport. |
| <b>Length of time Consultant has been providing services to the public and/or private sector</b>                                       | ASLPM has been in business for 30 years and has spent over 20 years of that time working at airports in California, Arizona, and Washington State on project and construction management services contracts. Their employees have the technical skills, education, and experience required to complete projects and deliverables on-time, within budget, and on schedule.<br><br>Their list of clients includes the San Diego Regional Airport Authority (SAN), Los Angeles World Airport (LAWA), Seattle International Airport (SEA), San Francisco International Airport (SFO), San Jose International Airport (SJC), and Phoenix Sky Harbor International Airport (PHX).   |
| <b>Resumes for key staff to be responsible for performance of contract</b>   | Resumes can be found in <b>Appendix 1</b> .   |
| <b>Financial Stability</b>   | Financial statements can be found under separate cover, in the <b>Part 3: Financial Stability and Statements</b> document.  |

## References

9.2.1.3 References... must also be provided for any proposed subconsultants.

References for each of our subconsultants can be found in the References section below.

9.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subconsultants used for this project. SOQs shall include a plan by which the City will be notified of such payments.

Per KDG corporate policy, we remit payment to our subconsultants within seven days of receipt of payment from our clients. Each time we receive a payment from the City of Long Beach, we will generate a report that includes a scanned copy of each subconsultant pay stub and the date sent. This report will be emailed to the City's contract administrator.

Consultants should provide a minimum of five references from similar projects performed for state and/or large local government clients within the last three years.

## KDG

| Project Name  | Client Project Manager                                     | Key Personnel  | Project Dates                                       | Technical Environment   |
|---|--|--|---|---|
| <b>Long Beach Airport Phase II Terminal Area Improvements Project, Long Beach, CA</b>   | Long Beach Airport<br><b>Ambi Thural</b><br>(562) 570-2623 | Oscar Cajahuaringa, Office Engineer<br>Rick Cathey, Inspector  | <b>Start:</b> 2017<br><b>Completion:</b> 2019       | <ul style="list-style-type: none"> <li>Active airport environment</li> <li>Landside and airside projects</li> </ul> |
| <b>Project Description:</b> Phase II of the Long Beach Airport Terminal Expansion improvements included a number of projects geared toward improving the customers' experience at LGB. The first group of projects include a new ticketing lobby, a consolidated baggage claim, and a new checked baggage inspection system facility. Additional scope includes rehabilitation of the history terminal, relocation of the rental car services area, and enhancements to the meet-and-greet plaza. KDG provided construction management support on this project. |  |  |   |   |
| <b>Long Beach Taxiway B, Long Beach, CA</b>   | City of Long Beach<br><b>Hugo Liu</b><br>562.570.2639      | Tony Mouser, Construction Manager<br>Laura DV Smets, Coord. and Logistics Manager<br>Teresa Carreon, Office Engineer | <b>Start:</b> 12/2020<br><b>Completion:</b> Current | <ul style="list-style-type: none"> <li>Active airport environment</li> <li>Landside and airside projects</li> </ul> |
| <b>Project Description:</b> The \$7M taxiway construction project which includes demolition of existing RWY and construction of Taxiway B [Future Taxiway E] and Taxiway E1 mainline and shoulder pavements, modernization of airfield signage, lighting and striping.  |  |  |   |   |

| Project Name   | Client Project Manager   | Key Personnel  | Project Dates                                       | Technical Environment   |
|--|--|--|---|---|
| <b>Long Beach Delta Project, Los Angeles, CA</b>   | City of Long Beach<br><b>Henry Monfiero</b><br>562.570.2616                | Tony Mouser, Const. Mgr.<br>Laura DV Smets, Coord. and Logistics Manager<br>Teresa Carreon, Office Eng.    | <b>Start:</b> 08/2020<br><b>Completion:</b> 05/2021 | <ul style="list-style-type: none"> <li>• Active airport environment</li> <li>• Landside and airside projects</li> <li>• FAA coordination</li> </ul> |
| <b>Project Description:</b> This \$6M taxiway construction project included removal of existing asphalt concrete pavement (AC) and construction of new AC on an existing taxiway, remove/infill of existing areas, modernization of airfield signage, lighting and striping. This project, which includes asphalt concrete pavement, consists of removing and replacing the top two inches of asphalt on the existing pavement section and limited pavement removal of former Runway 16R-34L and Taxiway B.  |  |  |   |   |
| <b>Los Angeles International Airport (LAX) CALM and SCC Programs, Los Angeles, CA</b>  | Los Angeles World Airports (LAWA)<br><b>John Gruendl</b><br>(213) 265-6258 | Laura DV Smets,<br>Coordination and Logistics Manager  | <b>Start:</b> 2009<br><b>Completion:</b> 2020       | <ul style="list-style-type: none"> <li>• Active airport environment</li> <li>• Landside and airside projects</li> <li>• FAA coordination</li> </ul> |
| <b>Project Description:</b> KDG is supporting LAWA's Coordination and Logistics Management (CALM) and Utility Shut-down Controls Center (SCC) teams. Under CALM, our Resident Engineers meet with all project stakeholders to discuss potential impacts from planned projects and develop mitigation strategies to lessen these impacts on the traveling public, airport tenants, and operations. Under SCC, our engineers and inspectors ensure that utility outages at LAX occur in an orderly fashion by helping LAWA centralize, manage, coordinate, and facilitate all aspects of utility and area shutdowns. KDG's staff provides a key role in coordinating with stakeholders that may be impacted and LAWA personnel that have a specific role in executing a successful shutdown of Electrical, Water, ACAMS, IT, and Security systems. |  |  |   |   |
| <b>Project and Construction Management for the LAWA Capital Improvement Program, Los Angeles, CA</b>   | LAWA<br><b>Greg Campbell</b><br>(424) 646-7432                             | Tony Mouser, Field Engineer<br>Laura DV Smets, Coord. and Logistics Manager<br>Teresa Carreon, Office Eng. | <b>Start:</b> 2005<br><b>Completion:</b> Ongoing    | <ul style="list-style-type: none"> <li>• Active airport environment</li> <li>• Landside and airside projects</li> <li>• FAA coordination</li> </ul> |
| <b>Project Description:</b> Through staff augmentation, KDG supports various construction projects providing project management, construction management, inspection, safety oversight, project controls, and scheduling services. Our work includes acting as a liaison between the Los Angeles Department of Water and Power and LAWA for planning and implementation of electrical upgrades related to the Capital Improvement program. We provided claims support and change administration during closeout of the \$1+ billion Tom Bradley International Terminal. At Van Nuys Airport, we provided scheduling support, including schedule analysis and review as well as change order reviews for the rehabilitation of the airport's primary runway, 16R.   |  |  |   |   |



| Project Name   | Client Project Manager  | Key Personnel | Project Dates                                       | Technical Environment   |
|--|---|---------------|---|---|
| <b>LAWA Ongoing Programs, Los Angeles, CA</b>  | City of Los Angeles<br><b>Hans Thilenius</b><br>424.646.5055      | N/A           | <b>Start:</b> 07/2017<br><b>Completion:</b> 11/2023 | <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Construction Management</li> <li>• Project Engineering</li> </ul>                          |
| <b>Project Description:</b> ASLPM is responsible for providing project management and construction management for the Midfield Satellite Concourse (MSC) and the Terminal Cores and APM Interface for the Los Angeles International Airport (LAX), as part of an overall Terminal Expansion and Modernization Program and the Landside Access Modernization Program (LAMP).  |   |               |   |   |
| <b>Wayfinding Enhancement Program at SFO, San Francisco, CA</b>  | County of San Francisco<br><b>Jacob Ehrenberg</b><br>650.302.1332 | N/A           | <b>Start:</b> 10/2017<br><b>Completion:</b> 12/2023 | <ul style="list-style-type: none"> <li>• Project Controls</li> <li>• Project Engineering</li> <li>• Change management</li> <li>• Project Manager</li> </ul>       |
| <b>Project Description:</b> ASLPM is currently providing Project Management Support Services, for the implementation of the Wayfinding Enhancement Program at San Francisco International Airport. Planning, analyzing, and coordinating staffing requirements for the program, offering a clear understanding of the program needs and constraints. Provide strategic planning for project and design management, controls, and stakeholder engagement to ensure the program requirements were in line with all the ongoing airport development projects, including three terminals, new business hotel, and an automated people mover, without any disruptions to operations or construction activities. |   |               |   |   |
| <b>Activation and Planning Services Program, San Francisco, CA</b>   | City of San Francisco<br><b>Anthony Bernheim</b><br>415.312.2065  | N/A           | <b>Start:</b> 06/2018<br><b>Completion:</b> 07/2024 | <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Construction Manager</li> <li>• Project Engineer</li> <li>• Activation Coordinator</li> </ul> |
| <b>Project Description:</b> ASLPM is currently providing Program Management Support Services for Commissioning, Activation, and Simulation activities for San Francisco International Airport's Ascent Program. The Scope of Services include the development of a standardized Commissioning, Activation, and Simulation Manual (CASM) and the tools needed to accomplish commissioning, activation, and simulation activities, across the various ongoing & future programs at the airport. Contemporaneous training and guidance are being provided to various project teams in the use of the manual procedures and the tools.   |   |               |   |   |
| <b>Project &amp; Construction Management Services, San Jose, CA</b>  | City of San Jose<br><b>Drew Niemeyer</b><br>408.392.3680          | N/A           | <b>Start:</b> 06/2019<br><b>Completion:</b> 07/2022 | <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Program Manager</li> </ul>  |
| <b>Project Description:</b> ASLPM is currently providing Project and Construction Management Services at San Jose Mineta International Airport, supporting various ongoing projects within the City's Capital Improvement Program. Projects range from the Concessions Development Program to Terminal projects and Program Support.   |   |               |   |   |

| Project Name  | Client Project Manager  | Key Personnel | Project Dates                                       | Technical Environment  |
|---|---|---------------|---|--|
| <b>Project Management and Cost Control Support Services, CA</b> | California High Speed Rail (HSR)<br><b>Rita Ohaya</b><br>916.970.4321 | N/A           | <b>Start:</b> 01/2020<br><b>Completion:</b> 06/2023 | <ul style="list-style-type: none"> <li>• Cost Engineer</li> <li>• Project Manager</li> </ul> |

**Project Description:** ASLPM is currently providing Project Management, project coordination and cost Engineering services for the High Speed Rail Program. This includes coordination with various stakeholders, Authority Having Jurisdiction and various state agencies, to ensure a streamlined and cost effective approach in the Program implementation



| Project Name   | Client Project Manager                                | Key Personnel   | Project Dates                                       | Technical Environment  |
|--|---|---|---|--|
| <b>Long Beach Airport Taxiway D Rehabilitation Project, Long Beach, CA</b> | City of Long Beach<br><b>Hugo Liu</b><br>562.570.2639 | Greg Ginther,<br><i>Quality Assurance Project Manager</i> | <b>Start:</b> 10/2020<br><b>Completion:</b> 01/2021 | <ul style="list-style-type: none"> <li>• Twining provide laboratory and field quality assurance material testing and inspection of asphalt, HMA batch plant, and soils on an active airfield.</li> </ul> |

**Project Description:** The 2020 taxiway improvement project consisted of the grinding of the existing asphalt concrete surfaces, performing necessary excavation and grading, installing pavement markings and striping, taxiway edge lighting and signs, runway guard lights, and constructing asphalt concrete pavement sections P-401 and P-420 of Taxiway D

|  |  |     |   |   |
|--|--|-----|---|---|
| <b>LAWA LAX Utilities and LAMP Enabling Project (LULEP), Los Angeles, CA</b> | Los Angeles World Airports (LAWA)<br><b>Micaiah Revero</b><br>424.227.3277 | N/A | <b>Start:</b> 10/2017<br><b>Completion:</b> 05/2020 | <ul style="list-style-type: none"> <li>• Special inspection and materials testing of reinforced concrete foundations, decks and slab, reinforcing steel, structural steel welding and bolting, non-destructive testing of welds, and soils compaction.</li> </ul> |
|--|--|-----|---|---|

**Project Description:** The 2020 LAWA's massive on-going Utilities and Landside Access Modernization Program (LAMP) Enabling Projects program includes utility relocations, demolition of existing facilities, roadway improvements, and other enabling infrastructure improvements. The project's goal was to relieve congestion for people traveling to and from LAX. It encompasses four major elements: an elevated, 2.25-mile Automated People Mover (APM); Two Intermodal Transportation Facilities, (ITF); a Consolidated Rental Car facility (CONRAC); and a comprehensive series of roadway.

| Project Name  | Client Project Manager                                      | Key Personnel   | Project Dates   | Technical Environment  |
|---|---|---|---|--|
| <b>Long Beach Airport Taxiway C Rehabilitation, Long Beach, CA</b>  | City of Long Beach<br><b>Henry Monfiero</b><br>562.570.2616 | Greg Ginther,<br><i>QA Project Manager</i><br>Paul Soltis<br><i>Principal Geotechnical Eng.</i> | <b>Start:</b> 03/2020<br><br><b>Completion:</b> 08/2020 | <ul style="list-style-type: none"> <li>• Testing and inspection of soils, asphalt pavement, and concrete pavement.</li> </ul>                                    |
| <b>Project Description:</b> In order to meet current FAA design standards, Long Beach Airport's Taxiway C project included the reconstruction of the pavement, and update of Taxiway C and associated taxiways in accordance with the airfield geometry study. This included the demolition of existing runway and taxiway pavements, reconstruction of the existing pavement for use as Taxiway C, incorporation of existing Taxiway C into the terminal ramp area, associated drainage improvements, and new LED electrical designs. This project also included enhancements of the airfield's larger ramp area to provide overall safety and improved gate service.  |   |   |   |  |
| <b>Ontario International Airport South Cargo Ramp Rehabilitation, Ontario, CA</b>   | Mead & Hunt<br><b>Scott Swonke</b><br>909.467.8559          | Paul Soltis,<br><i>Project Executive</i>  | <b>Start:</b> 01/2018<br><br><b>Completion:</b> 03/2018 | <ul style="list-style-type: none"> <li>• Geotechnical subsurface exploration and laboratory testing</li> <li>• Subsurface soil investigation,</li> </ul>         |
| <b>Project Description:</b> The project consisted of a \$1.8 million apron rehabilitation on the south side of the Airport. The rehabilitated apron area consisted of a PCC apron with a corresponding asphalt shoulder. The PCC apron was approximately 35,600 square yards, and the shoulder area is about 12,500 square yards. Some underground utility work was included as well. Recommendations were provided for the preparation of the base layer and subgrade stabilization methods. Twining's team continued to support the 2020 construction phase of this project, providing asphalt, HMA batch plant, and soil compaction quality control/quality assurance material testing and inspection services as a subconsultant.   |   |   |   |  |
| <b>French Valley Airport Runway 18-36 Taxiway A and Connector Taxiway Pavement Rehabilitation, Riverside, CA</b>  | Mead and Hunt<br><b>Scott Swonke</b><br>909.467.8559        | Paul Soltis,<br><i>Principal Geotechnical Engineer</i>  | <b>Start:</b> 03/2019<br><br><b>Completion:</b> 05/2020 | <ul style="list-style-type: none"> <li>• Geotechnical Subsurface exploration and laboratory testing</li> <li>• Existing subsurface soil investigation</li> </ul> |
| <b>Project Description:</b> This project for the County of Riverside consisted of a roughly \$2.1 million rehabilitation of runway and taxiway surfaces at the general aviation airport in Murrieta. The project scope of work consisted of pavement marking removal and surface preparation, removal of existing asphalt, recompaction of the existing base layer, placement of new asphalt, crack-sealing application of seal-coat, and new pavement markings. In 2019, Twining was hired by Mead & Hunt to perform geotechnical subsurface exploration and laboratory testing services to determine the properties of the runway area's underlying soil. This investigation evaluated of the existing subsurface soil, including soil strength properties, depth to native material, and the presence of artificial fill will be needed. Recommendations were provided for the preparation of the base layer and subgrade stabilization methods. Twining's team continued to support the project in the 2020 construction phase of this project, providing geotechnical engineering, asphalt, HMA batch plant, and soil compaction quality control/quality assurance material testing and inspection services. |   |   |   |  |



## Louis "Tony" Mouser, PE

### Construction Manager

**YEARS OF EXPERIENCE**

8

**EDUCATION**

Master of Science, Structural and Geotechnical Engineering, University of Central Florida, Orlando, FL

Bachelor of Science, Civil Engineering, University of Central Florida, Orlando, FL

**PROFESSIONAL CERTIFICATIONS**

CA Professional Civil Engineer #C84994

**SOFTWARE**

Bluebeam, Prolog, Revit, AutoCAD, Civil 3D, EnerCalc, RISA 2D, Microsoft Office Suite, BUILDER 3.1

**QUALIFICATIONS**

Extensive aviation airside experience

Experience working within an active airport environment

Submittals/RFIs

Change Orders

Project Coordination

Tony Mouser is a Construction Manager with over eight years of airfield experience, including coordinating, answering, and processing all project-related submittals, RFIs, NNCs/job memos, change/field directives, and monthly pay requests. He has field experience witnessing, documenting, and resolving any issues with work related to grading, placement of base, AC/PCC paving, installation of electrical/airfield lighting, and FAA NAVAIDs. He coordinates between stakeholders, contractors, subcontractors, and airport management to facilitate construction phasing. He facilitates pre-activity meetings between the FAA, the owner, the contractor, and other stakeholders to successfully complete construction without delay or disruption to airfield operations. Additionally, he conducts field investigations and provides solutions and documentation of civil and airside-related construction.

**RELEVANT EXPERIENCE****Construction Manager, Taxiway B [Future Taxiway E] Project, Long Beach Airport, Long Beach, CA (11/2020 - current)**

\$7M taxiway construction project includes demolition of existing RWY and construction of Taxiway B [Future Taxiway E] and Taxilane E1 mainline and shoulder pavements, modernization of airfield signage, lighting and striping.

**Construction Manager, Taxiway A Rehabilitation Project, Los Angeles World Airports (LAWA), Van Nuys, CA (10/2019 - 11/2020)**

This \$25M rehabilitation project includes reconstruction of Taxiway A mainline and shoulder pavements, including removal and replacement of asphalt concrete over the Sepulveda Tunnel, and modernization of airfield signage and lighting.

**Construction Field Engineer II, Taxiway B Rehabilitation Project, LAWA, Van Nuys, CA (2019)**

This \$21M project includes reconstruction of Taxiway B mainline and shoulder pavements, modernization of airfield signage and lighting, installation of a structural jet blast deflector and seal coating of Runway 16L-34R.

**Construction Field Engineer II, LAWA PDG Airside (KDG), Runway 25R Reconstruction Project, LAX, LAWA, Los Angeles, CA (2015-12/2017)**

This \$41M project includes reconstruction of Runway 7L-25R's keel section pavements, structural strengthening of the airfield bridge over the Sepulveda tunnel, construction of Taxiway B17, and relocation of the northern runway hold bar at the Taxiway G intersection of Runway 7L-25R.

**Construction Office Engineer II, LAWA PDG Airside (Parsons), Runway 6R-24L Safety Area Improvements, Los Angeles International Airport (LAX), LAWA, Los Angeles, CA (2015-12/2017)**

\$45M project to upgrade existing Runway 6R-24L to meet FAA safety requirements. Project elements included relocation of the western end of Runway 6R, relocation of various navigational aids and lighting systems, shifting connector taxiways, constructing new runway pavement to shift the endpoint of Runway 24L, removal of existing Taxiway E7, demolition and relocation of airport service roads,

repairing/replacing fencing and runway and taxiway pavement and construction and commissioning of Secure Area Access Post #3.

**Project Engineer II, Atkins, Roof Condition Assessments for Air Mobility Command, US Air Force, Multiple Air Force bases in the Midwest and the Southwest (2012-2015)**

This project was part of the US Air Force's Sustainable Infrastructure Assessment (AFSIA) program, which identified sustainment, restoration and modernization requirements to implement energy reduction and develop long-range capital planning forecasts. The Roof Conditions Assessments project encompassed assessments and data collection for three Air Force bases, including roof inspections, data quality control and data entry into the proprietary BUILDER system. Mr. Mouser provided live training sessions on using BUILDER, created technical project reports and managed the subcontractor inspection schedule.

**YEARS OF EXPERIENCE**

29+

**EDUCATION**

Bachelor of Science, Electrical Engineering, California State University-Northridge

Graduate, Coro, Leadership So. California

Graduate, Valley Leadership Institute

**PROFESSIONAL CERTIFICATIONS**

GPI/TQM Facilitator and Quality Action Team Leader

**SOFTWARE**

Bluebeam

Orion

**QUALIFICATIONS**

Prior work experience with LADWP

Complex, multi-phase projects

Managing projects with a high degree of operational risk

Coordination with clients, engineers, architects, contractors and utility companies

## Laura DV Smets

### Executive Sponsor

Laura DV Smets has over 20 years of experience in construction/project management and project controls. She administers construction contracts, resolves change order issues, negotiates change orders, coordinates in-house engineering and architectural consultants, facilitates meetings and serves as construction liaison with city and county agencies.

Her experience in the construction industry, includes working on public works projects for agencies including Los Angeles World Airports (LAWA), City of Burbank, City of Glendale and LADWP. She provides document controls, agency coordination, facilitates construction activities and issue resolution. In addition, she is experienced in performing field and utility verifications, maintaining document and drawing logs and supporting and implementing utility master plans, and has completed projects including demolition, maintenance, retrofits, and new construction.

### RELEVANT EXPERIENCE

#### **Site Logistics and Project Coordination, Taxiway B [Future Taxiway E] Project, Long Beach Airport (LGB), Long Beach, CA (12/2020 – Present)**

Ms. Smets provided project coordination and logistics management for the \$7M taxiway construction project which included demolition of existing runway and construction of Taxiway B [Future Taxiway E] and Taxiway E1 mainline and shoulder pavements, modernization of airfield signage, lighting, and striping. She coordinated with LGB Operations, Engineering, Maintenance, and Security for phasing and look ahead schedules, planned closures, tenant impacts coordination, FAA 7460 submittals, and Notice of Change Conditions submittals. She also oversaw airfield electrical scope of work and ensure minimal impacts to airport operations.

#### **Construction Manager, Taxiway D Rehabilitation Between Runway 8L-26R and 8R-26L Project, Long Beach Airport, Long Beach, CA (8/2020-5/2021)**

This \$6M taxiway construction project included the removal of existing asphalt concrete pavement (AC) and construct new AC on existing taxiway, remove/infill of existing areas, modernization of airfield signage, lighting, and striping.

#### **Assistant Construction Manager, Castaic-Haskell Line 3 Project, Los Angeles Department of Water and Power (LADWP), Los Angeles, CA. (6/2020-7/2020)**

As the Assistant Construction Manager, Ms. Smets performed field inspections and generated daily reports in relation to the installation of the Castaic-Haskell 230kV line. She participated in construction meetings and morning tailboards, reviewed closeout reports and ensured punch list corrections had been completed and documented. She also developed the Construction Management training materials.

#### **Area Resident Manager, KDGG, LAX Terminal Improvements, Los Angeles World Airports (LAWA), Los Angeles, CA (8/2014-07/2020)**

Ms. Smets was responsible for overseeing coordination and logistics management for several projects within LAX Terminals 1, 2 and 3. Tasks included: leading weekly project meetings with General Contractors, Field Engineers, LAWA Inspectors, LAX Airport Operations, and Airport Police to discuss and coordinate the work that would

take place within the Central Terminal Area; producing daily, weekly and monthly reports detailing all project status updates and issues; investigating field conditions; reviewing and processing all RFI's, change directives, submittals, and contractor change requests; and ensuring minimal impact to tenants and airport operations.

**Area Resident Manager, Tom Bradley International Terminal (TBIT), Los Angeles International Airport (LAX), LAWA, Los Angeles, CA (8/2013-2015)**

Ms. Smets provided project coordination and logistics management for the TBIT construction at LAX. Tasks included: leading weekly project meetings with General Contractors, Field Engineers, LAWA Inspectors, LAX Airport Operations, and Airport Police to discuss and coordinate the work that would take place within the Central Terminal Area; producing daily, weekly and monthly reports detailing all project status updates and issues; investigating field conditions; reviewing and processing all RFI's, change directives, submittals, and contractor change requests; and ensuring minimal impact to tenants and airport operations and communicated with affected tenants.

**Construction Manager/Resident Engineer Utilities & Airfield Electrical LAX Taxilane S Improvement Project, LAWA, Los Angeles, CA (1/2010-2012)**

Ms. Smets provided scheduling, project controls and resident engineering services, including QA/QC and field engineering oversight for this \$165M project. She supported the technical engineering staff members and monitored the Contractor's compliance with the building plans and specifications. Ms. Smets also coordinated the permit issues and approvals with the Los Angeles Department of Building and Safety and other LA County agencies and managed the design, construction, and schedule requirements with LADWP.

**Program Director, KDG, Utility Operations Center, Glendale Water & Power, Glendale, CA (8/2004-10/2007)**

Ms. Smets was the Program Manager for the design phase of this project, which encompassed remodeling and new construction of electric, water, and general facilities and site improvements. She coordinated and monitored a constructability plan and interfaced with engineering, procurement, materials management, construction personnel, and other specialists to ensure input from their respective areas was incorporated into the engineering, design and planning process. She also managed development of a master project schedule and other project control tools.

**Project Engineer, Los Angeles Department of Water and Power (LADWP), LADWP Integrated Resource Plan (IRP), Southern California (11/2000-6/2004)**

Directed overall project controls support for a variety of repowering projects, including the Sylmar Converter Station Replacement (\$118 million), Castaic Hydro Power Plant Modernization (\$74 million), and the Haynes Generating Station Units 3 & 4 Repowering Project (\$375 million). At both Sylmar and Castaic, worked with the entire project team to develop a comprehensive master schedule and project control tools. Activities included set-up of the project team and its goals, design of templates to capture and document major scope of work. Facilitated all schedule development meetings, collected and disseminated information, set up a system to document and track all action items, produced meeting minutes and designed presentations for upper management to review work plans and progress. Also provided field and engineering personnel training on use of project controls tools.

**YEARS OF EXPERIENCE**

15+

**EDUCATION**

High School Diploma

**TRAINING**

Certification—Construction Management and Plans and Specifications, California State Polytechnic University, Pomona—Extended University, Pomona, CA

**SOFTWARE**

Prolog; Eclipse; Adobe Acrobat; Microsoft Office Suite; Donovan Project; DocControl; iBuild; DataForma; Veo; Bluebeam; PowerBI, Orion

**QUALIFICATIONS**

Over 17 years of experience on aviation projects

Solid understanding of both the technical and commercial aspects of construction programs

Experience with several city agencies, including LADBS, City of LA and LADWP

Strong communication and multi tasking skills

## Teresa Carreon

### Office Engineer

Teresa Carreon is an Office Engineer with over 15 years of experience providing a broad spectrum of technical and administrative functions supporting inspectors, projects managers, and project teams in managing LAWA CIP Projects. Ms. Carreon is reliable and results-driven, with a keen ability to understand both technical and administrative aspects of a construction project. Having worked at LAWA for over 15 years supporting engineers, inspectors and LAWA personnel she has developed strong organizational skills in coordinating complex projects, day-to-day management and administration of a construction field office.

### RELEVANT EXPERIENCE

#### **Document Controls Specialist, Taxiway Delta Rehabilitation Project at LGB, Long Beach, CA**

KDG is providing construction management for the rehabilitation of Taxiway D between Runway 8L-26R and Taxiway J, which includes asphalt concrete pavement consists of removing and replacing the top two inches of asphalt on the existing pavement section and limited pavement removal of former Runway 16R-34L and Taxiway B. Ms. Carreon manages, tracks and maintains the document control and filing system for all project documentation using Orion. She drafts and submits weekly construction meeting minutes, reviews and assigns incoming RFIs/submittals and oversees day-to-day office operations.

#### **Document Controls Specialist, Taxiway B [Future Taxiway E] Project, Long Beach Airport, Long Beach, CA**

\$7M taxiway construction project includes demolition of existing runway and construction of Taxiway B [Future Taxiway E] and Taxiway E1 mainline and shoulder pavements, modernization of airfield signage, lighting and striping. Ms. Carreon manages, tracks and maintains the document control and filing system for all project documentation using Orion. She drafts and submits weekly construction meeting minutes, reviews and assigns incoming RFIs/submittals and oversees day-to-day office operations.

#### **Office Engineer, Landside Access Modernization Program (LAMP), Los Angeles International Airport (LAX), LAWA, Los Angeles, CA**

The LAMP project is a new ground transportation project at LAX, consisting of a 2.25-mile elevated Automated People Mover, two intermodal transportation facilities, a Consolidated Rental Car Facility and roadway improvements. Ms. Carreon provided construction administration support to the LAMP Interface team. She facilitated and supported internal and external communications between the various elements of the program. As the VEO Admin coordinator, she assisted in the VEO implementation, generated weekly and monthly reports, provided coding and assisted with staff training. Her responsibilities also included presentations for meetings/briefings, action item follow-up and compiling information for reports and memoranda.

**Office Engineer II, T1 Modernization Program, T1.5 Development Program and T7 United Redevelopment Program, LAWA, Los Angeles, CA**

As an Office Engineer for LAWA's Inspection Division, Ms. Carreon handled office administration tasks and supported the Tenant Inspection team in various capacities. She documented and maintained Inspection Request Logs and Deviation Logs for daily inspections, and coordinated with inspectors and the Senior Lead Supervisor regarding daily scheduling and the distribution of Inspection Requests, Area Shutdown Requests and Utility Shutdown Requests. She produced meeting minutes for several meetings per week and published the Quality Control Statistics logs for LAWA personnel. Ms. Carreon assisted with field inspections, safety walks, weekly stakeholder meetings, updated project plans and specifications, coordinated correspondence, distributed RFIs and submittals, safety meetings, contract close-out, master calendar maintenance and maintaining project files on VEO, Bluebeam, and Prolog.

**Project Coordinator, LAX Capital Improvement Program, LAWA, Los Angeles, CA**

Ms. Carreon provided project management support on several multi-million-dollar LAX construction projects, performing on-site field office administration with a focus on implementation of quality management processes. She provided coordination and planning for general contractors along with various trades, organized the cost control effort in conjunction with payroll management and assisted in the training and evaluation of field office staff. Ms. Carreon maintained and distributed the three/four-week project look-ahead schedule between the general contractors and the project team. She submitted cost requests to LAX tenants and clients for approval and work authorization. Her additional responsibilities included responding to daily correspondence from clients, administering project status reporting, administering the RIF and RFC effort, coordinating with Accounts Receivable for monthly billing, monitoring the contract close-out process, developing budgets, and preparing estimates, bid reviews and proposal preparation. Specific projects that she worked on include:

- Window Caulking at Terminal 5 Airside Building-\$4.3M
- Glazing at LAX Bradley West Concourse-\$4.2M
- Terminal 5 Roof Replacement Project-Demolition and reroofing-\$4M
- Metal and composite panels at LAX Bradley West Core-\$3.4M
- PVC roofing and waterproofing for the Central Utility Plant Replacement-\$700,000
- Reroofing Package at United Hangars 4A & 4B-\$600,000
- Traffic coating and joint sealants for the LAX BDW Concourse-\$300,000
- Demolition of glass at the canopies at the LAWA Bradley West Core-\$200,000
- Reroofing for LAX Main Warehouse-\$100,000



## **Greg Ginther, Quality Assurance Manager**

Greg Ginther, Twining's Quality Assurance Manager, brings over 12 years of experience to the team. He has the unique experience of having worked on projects as an inspector, field supervisor, and project manager. Greg has served as project manager for materials testing and inspection on some of the area's most high profile and complex transportation projects for owners such as Long Beach Airport, Los Angeles Metropolitan Transportation Authority, San Gabriel Valley Council of Governments/Alameda Corridor East Construction Authority, and Caltrans as well as local City Government transportation projects.

### **Overview**

In the Industry since 2009

Joined Twining in 2019

### **Education**

Bachelor of Science, Geological Studies, Ohio University, 2014

### **Project Experience Summaries**

- City of Long Beach, LGB Taxiway C Improvements, \$30 Million. The Long Beach Airport (LGB) Taxiway C project included the reconstruction of the pavement, and update of Taxiway C and associated taxiways in accordance with the airfield geometry study. This included the demolition of existing runway and taxiway pavements, reconstruction of the existing pavement for use as Taxiway C, incorporation of existing Taxiway C into the terminal ramp area, associated drainage improvements, and new LED electrical designs. Twining provided material testing and inspection services, as well as geotechnical services. The firm's scope included the testing and inspection of soils, asphalt pavement, and concrete pavement. Greg oversaw the field and laboratory material testing and field inspection.
- City of Long Beach, LGB Taxiway D Rehabilitation. The 2020 taxiway rehabilitation project consisted of the grinding of the existing asphalt concrete surfaces, performing necessary excavation and grading, installing pavement markings and striping, taxiway edge lighting and signs, runway guard lights, and constructing asphalt concrete pavement sections P-401 and P-420 of Taxiway D. Twining provided laboratory and field quality assurance material testing and inspection. Greg oversaw the field and laboratory material testing and field inspection.
- City of Long Beach, Long Beach Airport, Taxiway B Project. The project consisted of removal of existing asphalt concrete, excavation and grading, storm drain improvements, new pavement marking and lighting, and new pavement surfaces. The project took place at an active airport, pursuant to FAA specifications. Twining provided quality assurance material field and laboratory testing and special inspection services of soil, lime-treated subgrade, and asphalt pavement. Greg served as the Quality Assurance Project Manager.
- Los Angeles Metropolitan Transportation Authority, Westside Purple Line, Segment 1, 2, and 3. The Purple Line Extension is a new heavy rail subway corridor in Los Angeles County, extending the Metro Purple Line from its current terminus at Wilshire/Western station in Los Angeles to the Westside region. Twining is providing laboratory and field material testing services in addition to implementing quality control protocols. Greg is serving as the quality control project manager for Sections 1, 2, and 3 overseeing the quality department activities, including the development, monitoring, and adherence to Metro's policies and procedures, budget, and goals/objectives.

## **Amir Ghavibazoo, PhD, Technical Expert, Asphalt Engineering**

Dr. Amir Ghavibazoo is Twining's Director of Asphalt Engineering and Pavement Design. He directs and works on pavement design, highway design, and engineering specifications. He joined Twining in 2014 after completing graduate studies with a focus on Pavement Management Systems (MicroPaver), pavement evaluation, and pavement rehabilitation strategies. He is experienced in calculating Pavement Condition Index (PCI) through visual inspection following the United States Army Corps of Engineers' methodology as well as conducting Life Cycle Cost Analysis (LCCA) rehabilitation strategies for pavements. Additionally, he has extensive experience with advanced performance testing of asphalt binder including Dynamic Shear Rheometer (DSR), Bending Beam Rheometer (BBR), and other asphalt binder quality control tests. He works closely with cities and government agencies to develop unique and specialized mix designs, pavement inspections, and pavement design solutions. Amir also serves on several technical committees in California helping to develop new specifications and update existing ones.

### **Overview**

In the industry since 2014

Joined Twining in 2014

### **Education**

- PhD, Civil and Environmental Engineering, North Dakota State University, 2014
- MS, Railways Engineering, Iran University of Science and Technology, Tehran, Iran 2009
- BS, Industrial Engineering, University of Technology, Tehran, Iran 2006

### **Technical Capabilities:**

- Analysis of interaction between rubber and asphalt binder
- Research on effect of rubber modification of different aspect of rubberized asphalt performance
- Specialized in asphalt materials, asphalt materials testing,
- Specialized in project level pavement evaluation
- Develop pavement management system (MicroPaver)
- Perform pavement evaluations
- Develop volumetric mix designs for rubberized and unmodified asphalt binder following Superpave specifications
- Develop volumetric mix designs incorporating Reclaimed Asphalt Pavement (RAP) material.
- Develop Cold Recycling Mix Design incorporating 100% Rap
- Develop Soil Stabilization Mix Designs (Cement and Lime)

### **Project Experience Summaries**

City of Long Beach, LGB Taxiway C Improvements. The Long Beach Airport (LGB) Taxiway C project included the reconstruction of the pavement, and update of Taxiway C and associated taxiways in accordance with the airfield geometry study. This included the demolition of existing runway and taxiway pavements, reconstruction of the existing pavement for use as Taxiway C, incorporation of existing Taxiway C into the terminal ramp area, associated drainage improvements, and new LED electrical designs. Twining provided material testing and inspection services, as well as geotechnical services. The firm's scope included the testing and inspection of soils, asphalt pavement, and concrete pavement. Amir reviewed all field and laboratory material testing and field inspection related to the new asphalt pavement.

- City of Long Beach, LGB Taxiway D Rehabilitation. The 2020 taxiway rehabilitation project consisted of the grinding of the existing asphalt concrete surfaces, performing necessary excavation and grading, installing pavement markings and striping, taxiway edge lighting and signs, runway guard lights, and constructing asphalt concrete pavement sections P-401 and P-420 of Taxiway D. Twining provided laboratory and field quality assurance material testing and inspection. Amir reviewed all field and laboratory material testing and field inspection related to the new asphalt pavement.
- City of Long Beach, Long Beach Airport, Taxiway B Project. The project consisted of removal of existing asphalt concrete, excavation and grading, storm drain improvements, new pavement marking and lighting, and new pavement surfaces. The project took place at an active airport, pursuant to FAA specifications. Twining provided quality assurance material field and laboratory testing and special inspection services of soil, lime-treated subgrade, and asphalt pavement. Amir reviewed all field and laboratory material testing and field inspection related to the new asphalt pavement.
- Los Angeles County Department of Public Works, Compton Woodley Airport Runway 7R/25L Pavement Reconstruction. This project consisted of rehabilitating the existing Runway 7R/25L, which runs parallel to taxiway Alpha and connectors. In order to comply with FAA standards as well as the County's formal Airport Pavement Maintenance Program, no additions or deletions of paved areas were required to improve the current conditions. The project included removal of existing asphalt concrete, grading, drainage, layout, and pavement striping. Twining provided technical support and material testing and inspection. Twining provided laboratory and field material testing services in addition to implementing quality control protocols. Amir served as project manager.



## **Paul Soltis, PE, GE, Principal Geotechnical Engineer**

Paul Soltis, PE, GE, brings more than 29 years of technical expertise to Twining. His experience includes geotechnical investigations and analyses of roads, bridges, highways, and other California infrastructure projects. His focus is on interaction with the design team during development of construction documents to achieve the most appropriate foundation type and most efficient site preparation techniques. Paul has extensive on-call contract management experience and the proven ability to simultaneously maintain and manage multiple projects. Paul is responsible for the technical oversight of the firm's geotechnical projects and management of the firm's geotechnical personnel.

### **Overview**

In the Industry since 1992

Joined Twining in 2005

### **Current Licenses Held**

- Professional Engineer, Civil, CA, RCE 56140
- Registered Geotechnical Engineer, CA, GE 2606

### **Education**

- MS, Geotechnical Engineering, University of Colorado, Boulder, CO, 2000
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA, 1993

### **Project Experience Summaries**

- City of Long Beach, LGB Taxiway C Improvement. The Long Beach Airport (LGB) Taxiway C project included the reconstruction of the pavement, and update of Taxiway C and associated taxiways in accordance with the airfield geometry study. This included the demolition of existing runway and taxiway pavements, reconstruction of the existing pavement for use as Taxiway C, incorporation of existing Taxiway C into the terminal ramp area, associated drainage improvements, and new LED electrical designs. Twining provided material testing and inspection services, as well as geotechnical services. The firm's scope included the testing and inspection of soils, asphalt pavement, and concrete pavement. Paul served as the principal geotechnical engineer overseeing Twining's team during construction.
- Ontario International Airport Authority, Ontario International Airport, South Cargo Ramp Rehabilitation. The project consisted of a \$1.8 million apron rehabilitation on the south side of the Airport. The rehabilitated apron area consisted of a PCC apron with a corresponding asphalt shoulder. The PCC apron was approximately 35,600 square yards, and the shoulder area is about 12,500 square yards. Some underground utility work was included as well. In 2017, Twining was hired to perform geotechnical subsurface exploration and laboratory testing services to determine the properties of the runway area's underlying soil. This investigation evaluated the existing subsurface soil, including soil strength properties, depth to native material, and the presence of artificial fill will be needed. Recommendations were provided for the preparation of the base layer and subgrade stabilization methods. Twining's team continued to support the 2020 construction phase of this project, providing asphalt, HMA batch plant, and soil compaction quality control/quality assurance material testing and inspection services as a subconsultant. Paul served as the principal geotechnical engineer during the soils investigation.

- County of San Bernardino, French Valley Airport, Runway 18-36 Taxiway A, & Connector Taxiway Pavement Rehabilitation. This 2019 project for the County of Riverside consisted of a roughly \$2.1 million rehabilitation of runway and taxiway surfaces at the general aviation airport in Murrieta, CA. The project scope of work consisted of pavement marking removal and surface preparation, removal of existing asphalt, recompaction of the existing base layer, placement of new asphalt, crack-sealing application of seal-coat, and new pavement markings. In 2019, Twining was hired as a subconsultant to perform geotechnical subsurface exploration and laboratory testing services to determine the properties of the runway area's underlying soil. This investigation evaluated the existing subsurface soil, including soil strength properties, depth to native material, and the presence of artificial fill will be needed. Recommendations were provided for the preparation of the base layer and subgrade stabilization methods. Twining's team continued to support the 2020 construction phase of this project, providing geotechnical engineering, asphalt, HMA batch plant, and soil compaction quality control/quality assurance material testing and inspection services. Paul served as the principal geotechnical engineer.



## **Eddie Perez, Inspector**

Eddie Perez brings over 10 years of technical expertise as a public works construction and quality assurance manager. He serves as the client's eyes and ears on public works construction. He routinely attends construction progress meetings with City officials and contractors. He reviews and ensures adherence to construction plans and project specifications. His experience encompasses all aspects of public works construction including roadway projects that include utility work, ADA ramps, street signal loop and signal installation, and roadway striping, in addition to asphalt and concrete paving. He is intimately familiar with Caltrans and Green Book Standards and serves as an extension of our client's resources. Eddie has extensive project experience at Long Beach Airport, both during the design (coring) and construction phases.

### **Overview**

In the Industry since 2011  
Joined Twining in 2011

### **Current Licenses Held**

- ACI Concrete Field Testing Technician Grade I
- Nuclear Density Gauge Operator
- Caltrans Certifications 125 (AGG), 125 (HMA), 375
- OSHA 10-Hour Construction Health & Safety

### **Technical Capabilities**

- Density of Concrete
- Flexural Strength of PCC and Rapid Set Concrete
- Sampling Concrete
- PCC Cylinder Fabrication

### **Project Experience Summaries**

- City of Long Beach, LGB Taxiway C Improvements. The Long Beach Airport (LGB) Taxiway C project included the reconstruction of the pavement, and update of Taxiway C and associated taxiways in accordance with the airfield geometry study. This included the demolition of existing runway and taxiway pavements, reconstruction of the existing pavement for use as Taxiway C, incorporation of existing Taxiway C into the terminal ramp area, associated drainage improvements, and new LED electrical designs. Twining provided material testing and inspection services, as well as geotechnical services. The firm's scope included the testing and inspection of soils, asphalt pavement, and concrete pavement. Eddie provided construction management support.
- City of Long Beach, Long Beach Airport, Taxiway B Project. The project consisted of removal of existing asphalt concrete, excavation and grading, storm drain improvements, new pavement marking and lighting, and new pavement surfaces. The project took place at an active airport, pursuant to FAA specifications. Twining provided quality assurance material field and laboratory testing and special inspection services of soil, lime-treated subgrade, and asphalt pavement. Eddie provided field inspection of P304, P401, P403, and P501.
- Los Angeles County Department of Public Works, Compton Woodley Airport Runway 7R/25L Pavement Reconstruction. This project consisted of rehabilitating the existing Runway 7R/25L, which runs parallel to taxiway Alpha and connectors. In order to comply with FAA standards as well as the County's formal Airport Pavement Maintenance Program, no additions or deletions of paved areas were required to improve the current conditions. The project included removal of existing asphalt concrete, grading, drainage, layout, and pavement striping. Twining provided technical support and material testing and inspection. Eddie provided field inspection of P401.



## **Kumar Kosuri: Office Engineer**

Kumar is a strong Office Engineer with experience mobilizing large horizontal teams and set up project management processes. He is a self-starter with interest in developing and implementing the best practices, creative solutions to service and business. Kumar has provided support to multiple projects simultaneously working with numerous disciplines.

- San Antonio International Airport; Project Management Intern; 2020 - 2021
- MS in Engineering Systems Management, St. Mary's University
- Bachelor of Technology in Mechanical Engineering, focus on Operations Management
- Lean Six Sigma Green Belt, Six Sigma Global Institute
- Trained: Solid Works, ANSYS, Hyper works, ADAMS, MATLAB, Microsoft Office, SharePoint, Microsoft

## **PROJECTS**

### Capstone Project

Client: San Antonio International Airport

2019 - ongoing

Project Description: Capstone Project at San Antonio International Airport, encompassing the Airport's review of Project Management practices in collaboration with internal airport stakeholders.

Role: Project Management Intern

- Interview key stakeholders at San Antonio International Airport to gather the business, functional, and non-functional requirements.
- Collaborate with a Business process manager, Project Managers, Chief Strategy, and Innovation officer to create a project management standard.
- Review the project management methodologies at San Antonio Airport to execute critical tasks throughout the lifecycle of four projects, encompassing of five phases.
- Prepare & provide standardized project management checklists for each phase to airport project managers to ensure consistency and completeness in performing project duties.
- Collaborate with Airport IT team to identify challenges current project processes and recommend innovative solutions, enabling streamlining of processes.
- Agile project management practices that ensured reduction of possible scope creep & adverse impacts.
- Identified gaps in risk management process & created a "Risk Analysis" template to assist Airport staff in a standardized review & mitigation of possible risks.
- Identified gaps in the Project Management practices & initiated a "Lessons Learned" process for project teams to implement future project success.

### Key Achievements:

- Accurately assessed complex issues and situations by executing solution-oriented projects in simple step-by-step processes.
- Analyzed and effectively strategized the project goals, deadlines, schedules, resources, and team members using daily spreadsheet records.



In addition to our certified DBE firm, ASL PM, the KDG team includes minority-owned, woman-owned and/or small business enterprises.

**KDG Construction Consulting** is certified as both a Minority-Owned and Woman-Owned firm.

We have included proof of these certifications on the following pages.

|   |  |  |
|---|--|--|
| THIS CERTIFIES THAT   |  |   |
| <b>The Kennard Development Group</b><br>dba KDG Construction Consulting   |  |  |
| * Nationally certified by the: <b>SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL</b>   |  |  |
| *NAICS Code(s): <u>541990; 236220; 237110; 237130; 237310; 237990; 541350; 541330; 541618</u>   |  |  |
| * Description of their product/services as defined by the North American Industry Classification System (NAICS)   |  |  |
| 03/01/2021  |  | SC08319  |
| -----<br><b>Issued Date</b>   |  | -----<br><b>Certificate Number</b>   |
|   | <i>Joe Turkinis</i><br>NMSDC Board Chair |  |
| 03/01/2022  |  | -----<br><b>Virginia Gomez, President</b>  |
| -----<br><b>Expiration Date</b>   |  |  |
| By using your password (NMSDC Issued only), authorized users may log into NMSDC Central to view the entire profile: <a href="http://nmsdc.org">http://nmsdc.org</a> |  |  |
| Certify, Develop, Connect, Advocate.  |  |  |
| * MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®   |  |  |

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## National Women's Business Enterprise Certification

to

The Kennard Development Group DBA KDG Construction Consulting

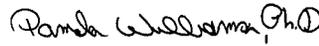
who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Certification Granted: July 31, 2017

Expiration Date: July 31, 2022

WBENC National Certification Number: WBE1701318



Authorized by Pamela Williamson, President &  
CEO Women's Business Enterprise Council -  
West

**WBENC WEST**  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
WEST REGIONAL PARTNER ORGANIZATION

NAICS: 541990, 236220, 237110, 237130, 237310, 237990, 541330, 541350, 541618  
UNSPSC: 80101600, 80101604, 80101606, 80172103, 81101513



Great Lakes  
Women's  
Business  
Council



WBENC METRO  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER  
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC EAST  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV  
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WBENC PACIFIC  
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# Search Returned 1 Records

Tue May 04 15:12:46 PDT 2021

## Query Criteria

**Certification Types:** DBE

**DBA Name:** aslpm

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|                              |   |
|------------------------------|---|
| <b>Firm ID</b>               | 45340                                       |
| <b>DBA Name</b>              | ASLPM                                       |
| <b>Firm Name</b>             | ABADJIS SYSTEMS, LTD                        |
| <b>Address Line1</b>         | 4190 BONITA ROAD STE. 201                   |
| <b>Address Line2</b>         |   |
| <b>City</b>                  | BONITA                                      |
| <b>State</b>                 | CA  |
| <b>Zip Code1</b>             | 91902                                       |
| <b>Zip Code2</b>             |   |
| <b>Mailing Address Line1</b> |   |
| <b>Mailing Address Line2</b> |   |
| <b>Mailing City</b>          |   |
| <b>Mailing State</b>         |   |
| <b>Mailing Zip Code1</b>     |   |
| <b>Mailing Zip Code2</b>     |   |
| <b>Certification Type</b>    | DBE   |
| <b>EMail</b>                 | silyas@aslpm.com                            |
| <b>Contact Name</b>          | SAAD ILYAS                                  |
| <b>Area Code</b>             | 858   |
| <b>Phone Number</b>          | 378-1843                                    |
| <b>Extension</b>             |   |
| <b>Alt Area Code</b>         | 619   |
| <b>Alt Phone Number</b>      | 890-5911                                    |
| <b>Extension</b>             |   |
| <b>Fax Area Code</b>         |   |
| <b>Fax Phone Number</b>      |   |
| <b>Agency Name</b>           | SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY |
| <b>Counties</b>              | 13; 19; 30; 33; 34; 36; 37; 41; 43; 44;     |
| <b>Districts</b>             | 03; 04; 05; 07; 08; 11; 12;                 |
| <b>DBE NAICS</b>             | 541611; 541614;                             |
| <b>ACDBE NAICS</b>           |   |
| <b>Work Codes</b>            | C8700 CONSULTANT, NON ENGINEERING;          |

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**Licenses**

**Trucks**

**Gender** M

**Ethnicity** ASIAN SUBCONTINENT

**Firm Type** DBE

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To verify most current certification status go to: <https://www.caleprocure.ca.gov>



### Office of Small Business & DVBE Services

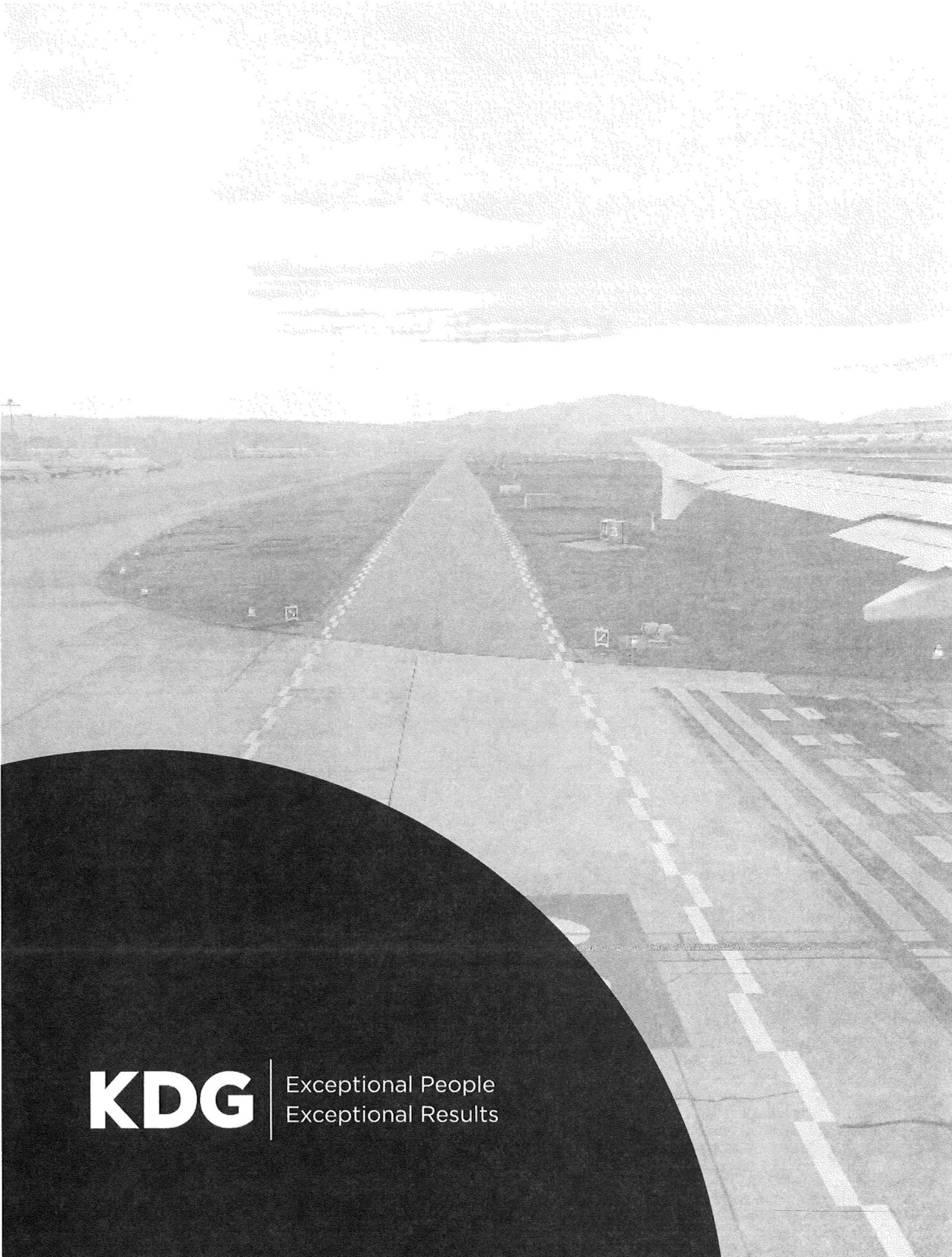
Certification ID: 1109286  
Legal Business Name:  
ABADJIS SYSTEMS, LTD.  
Doing Business As (DBA) Name 1:  
ASLPM  
Doing Business As (DBA) Name 2:  
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4190 Bonita Road Ste 201  
Bonita  
CA 91902

Email Address:  
sales@aslpm.com  
Business Web Page:  
www.aslpm.com  
Business Phone Number:  
619/472-8195  
Business Fax Number:  
  
Business Types:  
Service

| Certification Type | Status   | From       | To         |
|--------------------|----------|------------|------------|
| SB(Micro)          | Approved | 05/16/2019 | 05/31/2022 |

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707 3rd Street, 1-400, West Sacramento, CA 95605



**KDG**

Exceptional People  
Exceptional Results

# SCOPE OF WORK

February 16, 2022

City of Long Beach  
Procurement Services Division  
411 W. Ocean Blvd  
Long Beach, CA 90802

**General Project Proposal: Construction Management Services for Taxilane K Reconstruction & Construct Taxilane U Projects at the Long Beach Airport**

The construction management scope of work associated with the Taxilane K Reconstruction & Construct Taxilane U projects includes pre-construction, construction, and project close-out. For this project, KDG Construction Consulting's (KDG) construction management services will include: field inspections, document controls, quality assurance, constructability reviews, coordination with design team and general contractor, risk and claims avoidance analysis, direct project coordination and stakeholder meetings, sitelogs coordination and interface, third party coordination with other Long Beach Airport consultants, stakeholders and regulatory agencies, providing impact analysis and oversight of utility shutdowns, safety compliance monitoring, and project closeout administration.

KDG's Executive Sponsor (ES) will be responsible for supporting the client, overseeing the team, and ensuring overall satisfaction. The Construction Manager (CM) will be responsible for the day-to-day management of the team. Other staff include a Document Controls Specialist (DCS) who specializes in construction and Orion, and an Office Engineer (OE). All staff are readily available and committed to providing service on the Taxilane K and U projects. Tasks will be assigned to provide the most effective and efficient outcome. Please see Exhibit A: Deliverables by Task for detailed deliverable for each task.

**Project Delivery:**

**Pre-construction Phase:**

1. Participate in Pre-bid Meeting
2. Project mobilization, determine project needs and identify potential constructability issues
3. Prepare construction management plan (CMP) in accordance with FAA AC 150/5370-12B
4. Configuration of the Electronic Documentation System to manage and track all Project Documentation & Communication as Required (Orion)
5. Develop a Quality Assurance/ Quality Control Plan
6. Perform constructability review of plans, specifications and document discrepancies
7. Facilitate pre-construction meetings; prepare meeting minutes
8. Coordinate and assemble FAA submittals
9. Schedule impact review and analysis
10. Project Meetings Log
11. Conduct risk analysis and prepare Risk Registry
12. Coordinate city, county and state permit requirements
13. Coordinate and facilitate reviews of FAA construction safety compliance documents
14. ALCMS schedule coordination and design documents review
15. Coordinate and prepare site logistic plans including safety, operational and environmental considerations
16. Review and vetting of project Phase Documents with the City



**Construction Phase:** This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the City during all phases of construction
2. Representing the City at preconstruction conferences
3. Inspecting work in progress and providing appropriate reports to the City
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept / drawings
5. Risk Management
6. Coordinate and assemble FAA weekly and quarterly reports
7. Assisting in preparation of SWPPP reports as necessary
8. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment
9. Preparing and negotiating change orders and supplemental agreements
10. Observing or reviewing performance tests required by specifications
11. Determining amounts owed to contractors and assisting the City in the preparation of payment requests for amounts reimbursable from grant projects and/or PFC projects
12. Making final inspections and submitting punch-lists
13. Prepare FAA close-out reports of the completed project to the City
14. Coordinate close-out of outstanding permits with city and state agencies
15. Reviewing operations and maintenance manual submittals
16. ALCMS coordination, system integrations and system acceptance tests (SAT)
17. Safety audits and recommendations
18. Disadvantaged Business Enterprise Program – support the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Report on DBE participation if applicable.
19. Support Labor Compliance coordination between City consultants and Contractor

**Project Close-out Phase:** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor
2. Coordinating and Working with Contractor and other City consultants to finalize construction record drawings
3. Preparing summary of material testing reports
4. Preparing summary of project change orders including City internal backup (CMC and CORC documents)
5. Preparing grant amendment request and associated justification, if applicable
6. Preparing final project reports including financial summary
7. Obtaining release of liens from all contractors

**Project Administration:**

KDG's Executive Sponsor and Construction Manager will maintain ongoing liaison with the City Project Manager, agencies contacts and others to promote effective coordination during the course of project development. The KDG team will work with all stakeholders to align on schedule and cost.

KDG will prepare budgets for each task and milestone separately for each project. As evidenced on the Taxiway Delta and Bravo projects, KDG has a demonstrated ability to successfully manage dual project



budgets for multiple LGB projects occurring in tandem.

KDG will issue a monthly invoice for Taxilane K and Taxilane U. Each invoice will be accompanied by monthly progress reports and separate monthly reports of expenditures for each project by task and milestone. KDG is well versed in LGB's invoice and reporting requirements and will continue to provide accurate documentation.

**Subconsultants:**

1. Soils Investigations, Quality Assurance, Materials Testing and Inspections (Firm: Twining)
2. Office Engineering (DBE Firm: ASL PM)

**Example Schedule of CM Tasks:**

**EXAMPLE SCHEDULE OF TASKS**  
**Engineering Construction Management Services, Taxilane K Reconstruction & Construct Taxilane U Projects**

| Activity/Task  | Pre-Construction                                  | Construction |  |  |  | Closeout |
|--|---|--------------|--|--|--|----------|
| <b>Key Staff</b>   | Tony Mouser, P.E., Laura DV Smets, Teresa Carreon |              |  |  |  |          |
| <b>Pre-bid Meeting/Kick-Off Meeting/Start-up</b>               |   |              |  |  |  |          |
| Construction Management Plan                                   |   |              |  |  |  |          |
| Quality Assurance/Quality Control Plan                         |   |              |  |  |  |          |
| Risk Registry  |   |              |  |  |  |          |
| <b>Design Coordination/Scheduling</b>                          |   |              |  |  |  |          |
| Project Permitting (SWPPP, Water Use, 7460, etc.)              |   |              |  |  |  |          |
| Project Administration/Communication Supporting LGB            |   |              |  |  |  |          |
| Preparation of Record Drawings                                 |   |              |  |  |  |          |
| <b>Construction</b>  |   |              |  |  |  |          |
| Project Controls   |   |              |  |  |  |          |
| Document Controls  |   |              |  |  |  |          |
| Review Plans/Specs/Pay Apps Utilizing Orion Software           |   |              |  |  |  |          |
| Weekly Project Team Meetings                                   |   |              |  |  |  |          |
| Field QA Inspection and Material Testing                       |   |              |  |  |  |          |
| Office Engineering (RFI/Sub Review, Meeting Minutes, Takeoffs) |   |              |  |  |  |          |
| Processing of Progress Payments                                |   |              |  |  |  |          |
| Change Order Review/Negotiation/Backup                         |   |              |  |  |  |          |
| <b>Closeout</b>  |   |              |  |  |  |          |
| Project Closeout Report/Final Construction Report              |   |              |  |  |  |          |
| Review GC Redline Plans/Punchlist                              |   |              |  |  |  |          |

|  |                              |                  |   |
|--|------------------------------|------------------|---|
|  | Task Duration                | As Needed        | Soil Investigation/QA/Materials Testing/Inspections (Sub Firm: Twining)                         |
|  | Sub-Task Duration            | Performed        | Office Engineering Duties - RFI/Submittal Review, Meeting Minutes, Takeoffs (Sub Firm : ASL PM) |
|  | Subconsultant Performed Work | by Subconsultant |   |



## Exhibit A – Deliverables by Task

### PRE-CONSTRUCTION PHASE:

**Kick-Off Meeting** – The CM shall attend a “kick-off” meeting with Long Beach Airport staff, Engineer, and all project stakeholders to become familiar with procedures and protocol. The CM shall be prepared to present its standard Construction Management Plan (CPM) along with templates proposed for use while administering the construction contract (e.g., submittal tracking log, daily inspection report, potential change order, meeting minutes, RFI tracking log, etc.).

**Constructability Reviews** – The CM with support from the ES shall perform detailed constructability reviews of design submittals as requested by Long Beach Airport. Constructability reviews shall include Long Beach Airport’s front-end documents, technical specifications, and contract drawings. All comments shall be neatly organized and tabulated in a formal submittal to Long Beach Airport staff. The CM shall participate in constructability review meetings with Long Beach Airport, contract operations staff and the Engineer to discuss review comments.

**Pre-Construction Survey** – The CM shall perform a pre-construction site video survey with the Contractor prior to the Notice to Proceed. The video survey shall document the existing condition of all areas potentially impacted by the Project work, including staging areas, storage areas, nearby existing structures, paved surfaces, and vegetation. In addition to the video survey, the CM/OE shall take digital photographs as necessary to document the existing site conditions. The pre-construction survey shall be submitted to Long Beach Airport in DVD format within three business days.

**Risk Registry** – The CM and DCS shall generate a preliminary risk register which will categorize and prioritize risks based on assumed impacts to project objectives including: schedule risk, budget and cost risk, quality risk, technical risk and operational risk. Our team will continue to monitor the project for these risks and communicate its status to LGB and stakeholders regularly over the project duration.

### CONSTRUCTION PHASE:

**Pre-Construction Scheduling Meeting** – The CM shall facilitate a Pre-Construction Scheduling Meeting with Long Beach Airport’s designated staff and the Contractor. The scheduling specification requirements and format of the construction schedule will be discussed at the meeting. The objective of the Pre-Construction Scheduling Meeting is to facilitate timely submittal, review, and approval of the Contractor’s Baseline Schedule. The CM shall prepare an agenda five business days in advance of the meeting and submit it to Long Beach Airport for review and comment. DCS shall transmit meeting minutes to all attendees within three business days of the meeting.

**Quality Assurance/Quality Control Plan** – The CM shall develop a Quality Assurance/Quality Control (QA/QC) Plan as requested by Long Beach Airport with a comprehensive, systematic approach to ensure that all elements of the Project are delivered in accordance with the contract documents. The Plan shall include QA/QC policies and procedures for all onsite construction work, offsite fabrication of equipment and materials, and startup and commissioning activities.

**Startup** – The CM shall coordinate with Long Beach Airport, Long Beach Airport’s contract operator, the contractor, and the Engineer to develop a comprehensive start-up plan. The CM shall coordinate with all project stakeholders to successfully start-up the project. The CM shall ensure that all startup activities



have been properly performed, accepted and thoroughly documented before the Notice of Substantial Completion is issued.

**Weekly Project Progress Meetings** – The CM shall facilitate weekly Project Progress Meetings with Long Beach Airport, the Engineer, the contractor, and all project stakeholders. The DCS shall support the CM in preparing the meeting agenda in advance of the meeting and transmit meeting minutes to all attendees within two business days. The DCS will utilize Long Beach Airport’s standard meeting minutes template used in Orion.

**Project Correspondence and Communication** – The CM shall establish a communication protocol with all Project stakeholders at the commencement of the Project. The CM shall provide written correspondence to the Contractor as necessary to manage the Project in an efficient and timely manner and in accordance with the contract documents. All Project correspondence and documentation shall be issued through the electronic document control system, Orion.

**Electronic Document Control System** – The DCS will maintain Orion, the electronic document control system, to manage and track all Project documentation including, at a minimum, contract plans and specifications, correspondence, meeting minutes, progress payments, submittals, shop drawings, requests for information (RFIs), contract document clarifications (CDCs), potential change orders, change orders, field directives, daily reports, and photographs. The document control system shall be accessible by Long Beach Airport, the Engineer, and the contractor. The document control system shall be capable of generating logs for submittals, RFIs and change orders. Upon completion of the Project, all documentation uploaded to the document control system shall be neatly organized in a project archive with a standard and uniform file naming convention and shall be transmitted in a format acceptable to Long Beach Airport.

**Submittal Review** – The CM, OE and DCS shall coordinate the submittal/shop drawing review process and route all transmittals to the appropriate reviewer. The DCS shall maintain a log to track the status and review the action of all submittals. The DCS shall ensure that all submittals required by the contract documents have been submitted by the contractor. The CM is responsible for reviewing the contract documents and identifying the submittals for which it is responsible for reviewing. The DCS shall maintain a neatly organized electronic system with PDF copies of all submittals.

**Requests for Information (RFIs)/Requests for Clarification (RFCs)** – The DCS shall coordinate the RFI/RFC review process and route all RFIs/RFCs to the appropriate reviewer. The DCS shall maintain a log to track the status of all RFIs and RFCs.

**Schedule Review** – The CM will be principally responsible for reviewing and approving the contractor’s Baseline Schedule, weekly look-ahead schedules, monthly schedule updates, recovery schedules and time impact analyses (TIAs). The CM shall submit its schedule review procedures to Long Beach Airport’s Project Manager for review and approval.

**Change Management** – The CM shall implement a change management procedure, including management of the change order process and reviewing, negotiating and responding to proposed change orders from the contractor. The CM shall implement a proactive approach to minimize change orders to the extent possible. Responses to change order requests shall be provided in accordance with the contract documents. All negotiated change orders shall be reviewed and approved by Long Beach Airport’s Project Manager. The CM shall monitor and verify the authorized change order work.



**Claims Management** – The CM shall manage and respond to all claims and notices of potential claim from the construction contractor in a timely manner. The CM shall prepare a formal written analysis of the validity of each potential claim and provide a recommendation regarding entitlement and resolution to Long Beach Airport’s Project Manager. The CM shall coordinate the resolution of conflicts and discrepancies in the plans and specifications, construction issues, and proposed field changes due to unforeseen conditions.

**Inspection** – KDG’s subconsultant, Twining, will provide Materials Testing and Inspection services as necessary. In addition, KDG’s CM and OE shall provide on-site inspection services as necessary to verify that the contractor’s work is performed in compliance with the contract documents, industry standards and applicable codes, environmental and local regulations, and construction permits. Inspection services shall include, but are not limited to civil, mechanical, material inspection, quality control and assurance, materials testing coordination, and daily inspection reports. The CM shall document the contractor’s daily activities with an LGB approved daily construction report. Daily construction reports shall be filed each day. The OE shall take color photographs of construction activities on a daily basis. Daily construction reports and progress photos shall be neatly organized and incorporated into Orion.

**Materials Testing/Specialty Inspection** – The CM will oversee Twining’s material testing and specialty inspection work, including electrical and controls inspection, soil testing, concrete testing, coating inspection, masonry testing, adhesive anchor inspection, ensuring all materials are furnished and installed in accordance with the contract documents. The CM shall develop and maintain a log of inspection and material testing services to compliance with the contract documents.

**Shutdown** – The CM shall implement protocols for effectively executing plan outages and facility start-up with minimal impact to the airport operation. The CM shall coordinate with Long Beach Airport, Long Beach Airport’s contract operator, the Engineer, and the contractor to develop detailed plans and schedules for all planned shutdown. The CM shall coordinate activities with Long Beach Airport’s contract operator and the contractor during shutdown. The CM shall monitor and document shutdown work and update Long Beach Airport on as needed basis.

**Schedule of Values** – The CM shall review and approve the Schedule of Values submitted by the contractor at the commencement of the Project. The CM shall ensure that the Schedule of Values contains sufficient detail to track the progress of the work and to facilitate approval of the contractor’s monthly progress payment applications.

**Progress Payments** – The CM and DCS shall review and approve the contractor’s monthly progress payment requests. The CM shall ensure that all supporting documentation and releases have been provided before transmitting the pay application to Long Beach Airport’s Project Manager for review and approval.

**Safety Monitoring** – The CM and OE shall monitor the contractor’s work practices to ensure that all safety requirements are met. The CM shall review the contractor’s Injury and Illness Prevention Plan (IIPP) and Job Hazard Analyses (JHA), and shall observe the contractor’s work to ensure conformance with OSHA requirements. The CM shall promptly notify the contractor and Long Beach Airport of any observed safety violations.

**Monthly Report** – The CM shall prepare a monthly progress report documenting the status of the project



budget (construction contractor and construction manager), project schedule, potential project issues and all work performed during the reporting period (e.g., number of RFIs and submittals reviewed, number of meetings attended, construction photos, etc.). The monthly report shall be submitted with the monthly invoice statement.

**Record Drawings** – The CM and OE shall review the contractor’s record drawings on a weekly basis to ensure that the drawings are up to date and accurate. The CM and OE shall review the contractor’s record drawings at the end of each month prior to approving the contractor’s monthly progress payment request. The OE will also maintain an independent set of record drawings in its office.

**PROJECT CLOSE-OUT PHASE:**

**Punch List** – The CM shall coordinate with Long Beach Airport, Long Beach Airport’s contract operator, the Engineer, and the contractor to prepare punch lists for outstanding items of work, including all documentation and submittals required by the contract documents, upon Substantial Completion of the Project. The CM shall be prepared to assign cost values for outstanding punch list items to facilitate prompt and timely close-out of the Project and release of retention. The CM and OE shall ensure that all punch list items have been addressed to the satisfaction of Long Beach Airport.

**Record Drawings** – The CM and OE shall review the contractor’s final red-line drawings to ensure that the drawings are accurate and complete with all field changes. The CM and OE shall certify the accuracy of the final red-line drawing set before final payment is approved and before the red-line drawings are transmitted to the Engineer for Incorporation into AutoCAD. The DCS shall transmit the final red-line drawings to the Engineer within 1 week of receipt from the contractor to facilitate preparation of record drawings. The DCS shall transmit both hard copies and electronic copies (PDF Format) of the contractor’s red-line drawings to Long Beach Airport and Engineer.

**Warranty/O&M Manuals** – The OE shall review and verify warranties and guarantees are submitted by the contractor as specified in the contract documents. The OE shall coordinate with Long Beach Airport and Long Beach Airport’s contracted operator to verify that proper operations and maintenance manuals and any training materials have been provided in accordance with the contract documents.

**Final Payment** – The CM shall reconcile all contract Bid Items, change order work and outstanding punch list items in the preparation of the final payment to the contractor.

**Close-Out Report** – The CM and DCS shall prepare a Close-Out Report including, at a minimum, a summary of the Project construction, key issues, lessons learned, change summary, schedule summary, as-built schedule and recommendations for the management of future projects.

**Project File** – At the conclusion of the Project, the DCS shall transmit all Project-related documentation to Long Beach Airport’s Project Manager. An electronic version in PDF format shall be maintained throughout the duration of the Project and transmitted to Long Beach Airport. The Project file shall be neatly organized, and all files shall be accurately titled and labeled to facilitate ease of access by Long Beach Airport staff. The CM shall present the Project file structure to the Long Beach Airport Project Manager when transmitted.



December 15, 2022  
Proposal No. 21-1951 Rev. 4  
Revised 1/25/2023 Rev. 5  
Laura DV Smets  
KDG Construction Consulting  
424.646.7157 Office  
[ldvsmets@kdgcc.com](mailto:ldvsmets@kdgcc.com)

**Subject:            Proposal to Perform Material Testing & Inspection Services**

**Reference:        Taxilane K Project**

Dear Mrs. Smets:

Twining, Inc. (Twining) is pleased to submit this proposal to provide on-site quality assurance construction material testing services during the construction of the subject project.

#### **PROJECT UNDERSTANDING**

It is our understand that the Taxilane K project will include the reconstruction of approximately 71,500 sq. ft. of pavement and the rehabilitation of 67,650 sq. ft. of pavement. The project also includes improvements to pavement marking, lighting, signage, and drainage systems.

#### **SCOPE OF SERVICES**

- P-152 Excavation, Subgrade and Embankment
- P-154 Subbase Course 3,700 SY
- P-209 Crushed Aggregate Base Course 3,700 SY
- P-401 Hot Mix Asphalt Pavements 2,700 Tons
- Assist CM to review and interpret results from Contractor's QC testing
- If requested, observe contract required tests or field activities
- Assist with preparation of punch lists
- Participate in final project inspection and prepare a materials testing summary report in accordance with FAA requirements

#### **APPROACH**

- 1 Lead Inspector will staff the project from start to finish.
- Pre-Shift / Post-Shift meetings will be held each day by the Lead Inspector to review planned / completed production
- Routine communication with Long Beach Airport Civil Engineering

## **LIMITATIONS**

Please notify us immediately if the proposed scope of services does not meet your current needs, or if any significant changes are made to the proposed development so that we can revise our scope of services. Revision of the scope of services may affect the estimated fee.

There are inherent risks related to subsurface explorations. The estimated fee in this proposal is not sufficient to cover costs related to the repair of damaged underground utilities. Twining will not be responsible for the repair or the cost of repairs on any damaged underground utilities, unless it is due to the sole negligence of Twining.

Our field explorations will not include sampling, testing, or assessment of toxic or hazardous substances, if such are encountered, or evaluation of other environmental issues. If, during the subsurface exploration program, foreign or odorous materials are encountered, drilling will be terminated and the client will be advised of the condition.

The proposed scope of services is consistent with the level of care and skill ordinarily exercised by engineering professionals with experience in this area. No other warranty, either expressed or implied, is made.

## **CLOSURE**

If our proposed scope of services and the attached terms and conditions are acceptable, please sign and return the "Proposal Acceptance" block below to us. Should you have any questions or comments, please contact me at your convenience. I can be reached at (740)516.9306.

Respectfully submitted,  
**TWINING, INC.**

Greg Ginther  
Senior Operations / Project Manager



### **Proposal Acceptance**

This agreement, between Twining, Inc. and KDG (CLIENT) is entered into, this date of \_\_\_\_\_ and whereby the CLIENT desires to engage Twining, Inc. to perform professional services at the project stated above.

By signing in the space provided, the CLIENT hereby accepts the above terms and conditions. Please email a signed copy back to [gginther@twininginc.com](mailto:gginther@twininginc.com) or fax to (562) 426-6424. Our receipt of a signed acceptance will constitute your authorization for Twining, Inc. to proceed with the scope of services described above.

Please be advised that Twining, Inc. employs professionals licensed by the California Board for Professional Engineers, Land Surveyors, and Geologists.

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



2883 East Spring Street, Suite 300    Tel 562.426.3355  
Long Beach CA 90806    Fax 562.426.6424

December 15, 2022  
Proposal No. 22-1613 Rev. 4

Laura DV Smets  
KDG Construction Consulting  
424.646.7157 Office  
[ldvsmets@kdgcc.com](mailto:ldvsmets@kdgcc.com)

**Subject:            Proposal to Perform Material Testing & Inspection Services**

**Reference:        Taxilane U Project**

Dear Mrs. Smets:

Twining, Inc. (Twining) is pleased to submit this proposal to provide on-site quality assurance construction material testing services during the construction of the subject project.

#### **PROJECT UNDERSTANDING**

It is our understand that the Taxilane U project will include the conversion of former Runway 16R-34L south of Taxiway F to a taxilane that will provide tenant access and facilitate development of additional tie-down area at the south end of former Runway 16R-34L. There will be approximately 42,900 sf of pavement constructed. The project will also include improvements to pavement marking, lighting, signage and drainage systems.

#### **SCOPE OF SERVICES**

- P-152 Excavation, Subgrade and Embankment
- P-154 Subbase Course 6,200 SY
- P-156 Cement Treated Subgrade 6,200 SY
- P-209 Crushed Aggregate Base Course 6,200 SY
- P-401 Hot Mix Asphalt Pavements 1,770 Tons
- Assist CM to review and interpret results from Contractor's QC testing
- If requested, observe contract required tests or field activities
- Assist with preparation of punch lists
- Participate in final project inspection and prepare a materials testing summary report in accordance with FAA requirements

#### **APPROACH**

- 1 Lead Inspector will staff the project from start to finish.
- Pre-Shift / Post-Shift meetings will be held each day by the Lead Inspector to review planned / completed production
- Routine communication with Long Beach Airport Civil Engineering

## **LIMITATIONS**

Please notify us immediately if the proposed scope of services does not meet your current needs, or if any significant changes are made to the proposed development so that we can revise our scope of services. Revision of the scope of services may affect the estimated fee.

There are inherent risks related to subsurface explorations. The estimated fee in this proposal is not sufficient to cover costs related to the repair of damaged underground utilities. Twining will not be responsible for the repair or the cost of repairs on any damaged underground utilities, unless it is due to the sole negligence of Twining.

Our field explorations will not include sampling, testing, or assessment of toxic or hazardous substances, if such are encountered, or evaluation of other environmental issues. If, during the subsurface exploration program, foreign or odorous materials are encountered, drilling will be terminated and the client will be advised of the condition.

The proposed scope of services is consistent with the level of care and skill ordinarily exercised by engineering professionals with experience in this area. No other warranty, either expressed or implied, is made.

## **CLOSURE**

If our proposed scope of services and the attached terms and conditions are acceptable, please sign and return the "Proposal Acceptance" block below to us. Should you have any questions or comments, please contact me at your convenience. I can be reached at (740)516.9306.

Respectfully submitted,  
**TWINING, INC.**

Greg Ginther  
Senior Operations / Project Manager



### **Proposal Acceptance**

This agreement, between Twining, Inc. and KDG (CLIENT) is entered into, this date of \_\_\_\_\_ and whereby the CLIENT desires to engage Twining, Inc. to perform professional services at the project stated above.

By signing in the space provided, the CLIENT hereby accepts the above terms and conditions. Please email a signed copy back to [gginther@twininginc.com](mailto:gginther@twininginc.com) or fax to (562) 426-6424. Our

receipt of a signed acceptance will constitute your authorization for Twining, Inc. to proceed with the scope of services described above.

Please be advised that Twining, Inc. employs professionals licensed by the California Board for Professional Engineers, Land Surveyors, and Geologists.

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

# EXHIBIT “B”

## Rates or Charges



Construction Consulting

**Consultant KDG Construction Consulting**

**Proposed Man Power Breakdown**  
LGB Taxilane U&K Projects

| Title                          | Name              | Firm          | T&M Rate (a) | No Weeks: |            |        |        |        |        |        |        |        |        |        |        | Amount a x b = (c) |        |        |               |
|--------------------------------|-------------------|---------------|--------------|-----------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|--------|--------|---------------|
|                                |                   |               |              | Mar-23    | Apr-Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |                    | May-24 | Jun-24 | Jul-24        |
| Coordination & Logistics       | Laura DV Smetts   | KDG           | \$ 191.77    |           |            |        |        |        |        |        |        |        |        |        |        |                    |        | 230    | \$ 44,107.10  |
| Construction Manager           | Tony Mouser, PE   | KDG           | \$ 199.44    | 60        |            |        |        |        |        |        |        |        |        |        |        |                    |        | 2,200  | \$ 438,768.00 |
| Document Controls              | Teresa Carreon    | KDG           | \$ 130.41    |           |            | 80     | 80     | 80     | 80     | 160    | 160    | 160    | 160    | 160    | 160    | 160                | 160    | 40     | \$ 234,738.00 |
| Office Engineer                | Andre Harris, EIT | ASL PMI (DBE) | \$ 104.42    |           |            | 80     | 80     | 160    | 160    | 160    | 160    | 160    | 160    | 160    | 160    | 160                | 160    | 60     | \$ 187,956.00 |
| Materials Testing & Inspection | Various           | Twining       |              |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | \$ 163,497.40 |
| Taxilane U Project             | Various           | Twining       |              |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | \$ 88,646.40  |

CM - 20 days of 12 hour shifts during TLN K Phase 3

- Notes:
- Vehicle will be invoiced at a rate of \$500 per month. Limited to one (1) vehicle for the project.
  - Profit is 10.0%
  - Zero markup on subconsultants

KDG Labor T&M: \$ 717,616.60  
 KDG Expenses: \$ 10,000.00  
 Subconsultants: \$ 458,891.44  
 Profit (Lump Sum): \$ 71,761.67  
**Taxilane U&K Total: \$ 1,258,269.71**

**Proposed Man Power Breakdown per Project**

**LGB Taxilane U Project**

| Title                          | Name              | Firm          | T&M Rate (a) | No Weeks: |            |        |        |        |        |        |        |        |        |        |        | Amount a x b = (c) |        |        |               |               |
|--------------------------------|-------------------|---------------|--------------|-----------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|--------|--------|---------------|---------------|
|                                |                   |               |              | Mar-23    | Apr-Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |                    | May-24 | Jun-24 | Jul-24        | Hours (b)     |
| Coordination & Logistics       | Laura DV Smetts   | KDG           | \$ 191.77    |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | 155           | \$ 29,724.35  |
| Construction Manager           | Tony Mouser, PE   | KDG           | \$ 199.44    | 42        |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | 1,500         | \$ 299,160.00 |
| Document Controls              | Teresa Carreon    | KDG           | \$ 130.41    |           |            | 56     | 56     | 112    | 112    | 144    | 144    | 144    | 144    | 144    | 144    | 144                | 144    | 28     | \$ 161,186.76 |               |
| Office Engineer                | Andre Harris, EIT | ASL PMI (DBE) | \$ 104.42    |           |            | 56     | 56     | 112    | 112    | 144    | 144    | 144    | 144    | 144    | 144    | 144                | 144    | 42     | \$ 125,721.68 |               |
| Materials Testing & Inspection | Various           | Twining       |              |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        |               | \$ 163,497.40 |

KDG Labor T&M: \$ 480,073.50  
 KDG Expenses: \$ 10,000.00  
 Subconsultants: \$ 301,788.60  
 Profit (Lump Sum): \$ 49,007.35  
**Taxilane U Total: \$ 850,869.45**

**LGB Taxilane K Project**

| Title                          | Name              | Firm          | T&M Rate (a) | No Weeks: |            |        |        |        |        |        |        |        |        |        |        | Amount a x b = (c) |        |        |              |               |
|--------------------------------|-------------------|---------------|--------------|-----------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|--------|--------|--------------|---------------|
|                                |                   |               |              | Mar-23    | Apr-Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |                    | May-24 | Jun-24 | Jul-24       | Hours (b)     |
| Coordination & Logistics       | Laura DV Smetts   | KDG           | \$ 191.77    |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | 75           | \$ 14,382.75  |
| Construction Manager           | Tony Mouser, PE   | KDG           | \$ 199.44    | 18        |            |        |        |        |        |        |        |        |        |        |        |                    |        |        | 700          | \$ 139,608.00 |
| Document Controls              | Teresa Carreon    | KDG           | \$ 130.41    |           |            | 24     | 24     | 48     | 48     | 144    | 144    | 144    | 144    | 144    | 144    | 144                | 144    | 12     | \$ 67,551.24 |               |
| Office Engineer                | Andre Harris, EIT | ASL PMI (DBE) | \$ 104.42    |           |            | 24     | 24     | 48     | 48     | 144    | 144    | 144    | 144    | 144    | 144    | 144                | 144    | 18     | \$ 67,234.32 |               |
| Materials Testing & Inspection | Various           | Twining       |              |           |            |        |        |        |        |        |        |        |        |        |        |                    |        |        |              | \$ 88,646.40  |

KDG Labor T&M: \$ 227,543.10  
 KDG Expenses: \$ -  
 Subconsultants: \$ 157,102.84  
 Profit (Lump Sum): \$ 22,754.32  
**Taxilane K Total: \$ 407,400.26**



Consultant: KDG Construction Consulting

**Project Proposal Breakdown**

LGB Taxilane K Project

**DIRECT LABOR - KDG**

| Position Title           | Name            | Hours          | Rate    | Amount                         |
|--------------------------|-----------------|----------------|---------|--------------------------------|
| Coordination & Logistics | Laura DV Smets  | 75.0           | \$86.54 | \$ 6,490.50                    |
| Construction Manager     | Tony Mouser, PE | 700.0          | \$90.00 | \$ 63,000.00                   |
| Document Controls        | Teresa Carreon  | 564.0          | \$58.85 | \$ 33,191.40                   |
| <b>Total:</b>            |                 | <b>1,339.0</b> |         | <b>Subtotal: \$ 102,681.90</b> |

**GENERAL OVERHEAD (O/H) - KDG**

|                          | O/H RATE        | X Base = Cost |              |                               |
|--------------------------|-----------------|---------------|--------------|-------------------------------|
| Coordination & Logistics | Laura DV Smets  | 73.89%        | \$ 4,795.83  | \$ 4,795.83                   |
| Construction Manager     | Tony Mouser, PE | 73.89%        | \$ 46,550.70 | \$ 46,550.70                  |
| Document Controls        | Teresa Carreon  | 73.89%        | \$ 24,525.13 | \$ 24,525.13                  |
|                          |                 |               |              | <b>Subtotal: \$ 75,871.66</b> |

**FRINGE BENEFITS OVERHEAD - KDG**

|                          | FB O/H RATE     | X Base = Cost |              |                               |
|--------------------------|-----------------|---------------|--------------|-------------------------------|
| Coordination & Logistics | Laura DV Smets  | 47.71%        | \$ 3,096.62  | \$ 3,096.62                   |
| Construction Manager     | Tony Mouser, PE | 47.71%        | \$ 30,057.30 | \$ 30,057.30                  |
| Document Controls        | Teresa Carreon  | 47.71%        | \$ 15,835.62 | \$ 15,835.62                  |
|                          |                 |               |              | <b>Subtotal: \$ 48,989.54</b> |

**FEE - KDG**

|                          | Rate %          |        |              |                               |
|--------------------------|-----------------|--------|--------------|-------------------------------|
| Coordination & Logistics | Laura DV Smets  | 10.00% | \$ 1,438.30  | \$ 1,438.30                   |
| Construction Manager     | Tony Mouser, PE | 10.00% | \$ 13,960.80 | \$ 13,960.80                  |
| Document Controls        | Teresa Carreon  | 10.00% | \$ 7,355.22  | \$ 7,355.22                   |
|                          |                 |        |              | <b>Subtotal: \$ 22,754.32</b> |

**KDG Labor Total: \$ 250,297.42**

**DIRECT LABOR - ASL PM (DBE)**

| Position Title  | Name              | Hours | Rate    | Amount       |
|-----------------|-------------------|-------|---------|--------------|
| Office Engineer | Andre Harris, EIT | 596.0 | \$45.00 | \$ 26,820.00 |

**GENERAL OVERHEAD (O/H) - ASL PM**

|                 | O/H RATE          | X Base = Cost |              |              |
|-----------------|-------------------|---------------|--------------|--------------|
| Office Engineer | Andre Harris, EIT | 100.45%       | \$ 26,940.69 | \$ 26,940.69 |

**FRINGE BENEFITS OVERHEAD - ASL PM**

|                 | FB O/H RATE       | X Base = Cost |             |             |
|-----------------|-------------------|---------------|-------------|-------------|
| Office Engineer | Andre Harris, EIT | 31.59%        | \$ 8,472.44 | \$ 8,472.44 |

**FEE - ASL PM**

|                 | Rate %            |        |             |             |
|-----------------|-------------------|--------|-------------|-------------|
| Office Engineer | Andre Harris, EIT | 10.00% | \$ 6,223.31 | \$ 6,223.31 |

**ASL PM Labor Total: \$ 68,456.44**

**TWINING, INC**

|                  | Markup %   | Amount              |              |
|------------------|------------|---------------------|--------------|
| Twining, Inc     | Taxilane K | 0.0%                | \$ 88,646.40 |
| <b>Subtotal:</b> |            | <b>\$ 88,646.40</b> |              |



| KDG Expenses     |             | Markup % | Cost | Amount      |
|------------------|-------------|----------|------|-------------|
| KDG              | Expenses    | 0.0%     | \$ - | \$ -        |
| KDG              | Vehicle (1) | 0.0%     | \$ - | \$ -        |
| <b>Subtotal:</b> |             |          |      | <b>\$ -</b> |

|                           |                      |
|---------------------------|----------------------|
| <b>KDG Labor</b>          | <b>\$ 250,297.42</b> |
| <b>Subconsultant Cost</b> | <b>\$ 157,102.84</b> |
| <b>ODCs</b>               | <b>\$ -</b>          |
| <b>Project Total:</b>     | <b>\$ 407,400.26</b> |



Consultant: KDG Construction Consulting

**Project Proposal Breakdown**

LGB Taxilane U Project

**DIRECT LABOR - KDG**

| Position Title           | Name            | Hours          | Rate    | Amount                         |
|--------------------------|-----------------|----------------|---------|--------------------------------|
| Coordination & Logistics | Laura DV Smets  | 155.0          | \$86.54 | \$ 13,413.70                   |
| Construction Manager     | Tony Mouser, PE | 1,500.0        | \$90.00 | \$ 135,000.00                  |
| Document Controls        | Teresa Carreon  | 1,236.0        | \$58.85 | \$ 72,738.60                   |
| <b>Total:</b>            |                 | <b>2,891.0</b> |         | <b>Subtotal: \$ 221,152.30</b> |

**GENERAL OVERHEAD (O/H) - KDG**

|                          | O/H RATE               | X Base = Cost                  |
|--------------------------|------------------------|--------------------------------|
| Coordination & Logistics | Laura DV Smets 73.89%  | \$ 9,911.38 \$ 9,911.38        |
| Construction Manager     | Tony Mouser, PE 73.89% | \$ 99,751.50 \$ 99,751.50      |
| Document Controls        | Teresa Carreon 73.89%  | \$ 53,746.55 \$ 53,746.55      |
|                          |                        | <b>Subtotal: \$ 163,409.43</b> |

**FRINGE BENEFITS OVERHEAD - KDG**

|                          | FB O/H RATE            | X Base = Cost                  |
|--------------------------|------------------------|--------------------------------|
| Coordination & Logistics | Laura DV Smets 47.71%  | \$ 6,399.68 \$ 6,399.68        |
| Construction Manager     | Tony Mouser, PE 47.71% | \$ 64,408.50 \$ 64,408.50      |
| Document Controls        | Teresa Carreon 47.71%  | \$ 34,703.59 \$ 34,703.59      |
|                          |                        | <b>Subtotal: \$ 105,511.77</b> |

**FEE - KDG**

|                               | Rate %                 |
|-------------------------------|------------------------|
| Coordination & Logistics      | Laura DV Smets 10.00%  |
| Construction Manager          | Tony Mouser, PE 10.00% |
| Document Controls             | Teresa Carreon 10.00%  |
| <b>Subtotal: \$ 49,007.35</b> |                        |

**KDG Labor Total: \$ 539,080.85**

**DIRECT LABOR - ASL PM (DBE)**

| Position Title  | Name              | Hours   | Rate    | Amount       |
|-----------------|-------------------|---------|---------|--------------|
| Office Engineer | Andre Harris, EIT | 1,204.0 | \$45.00 | \$ 54,180.00 |

**GENERAL OVERHEAD (O/H) - ASL PM**

|                 | O/H RATE                  | X Base = Cost             |
|-----------------|---------------------------|---------------------------|
| Office Engineer | Andre Harris, EIT 100.45% | \$ 54,423.81 \$ 54,423.81 |

**FRINGE BENEFITS OVERHEAD - ASL PM**

|                 | FB O/H RATE              | X Base = Cost             |
|-----------------|--------------------------|---------------------------|
| Office Engineer | Andre Harris, EIT 31.59% | \$ 17,115.46 \$ 17,115.46 |

**FEE - ASL PM**

|                 | Rate %                   |
|-----------------|--------------------------|
| Office Engineer | Andre Harris, EIT 10.00% |

**ASL PM Labor Total: \$ 138,291.20**

**TWINING, INC**

|                  | Markup %        | Amount               |
|------------------|-----------------|----------------------|
| Twining, Inc     | Taxilane U 0.0% | \$ 163,497.40        |
| <b>Subtotal:</b> |                 | <b>\$ 163,497.40</b> |



| KDG Expenses     |             | Markup % | Cost |          | Amount |                  |
|------------------|-------------|----------|------|----------|--------|------------------|
| KDG              | Expenses    | 0.0%     | \$   | 4,000.00 | \$     | 4,000.00         |
| KDG              | Vehicle (1) | 0.0%     | \$   | 6,000.00 | \$     | 6,000.00         |
| <b>Subtotal:</b> |             |          |      |          | \$     | <b>10,000.00</b> |

|                           |                      |
|---------------------------|----------------------|
| <b>KDG Labor</b>          | <b>\$ 539,080.85</b> |
| <b>Subconsultant Cost</b> | <b>\$ 301,788.60</b> |
| <b>ODCs</b>               | <b>\$ 10,000.00</b>  |
| <b>Project Total:</b>     | <b>\$ 850,869.45</b> |



Construction  
Consulting

1025 N Brand Blvd, Suite 300  
Glendale, CA 91202

**Consultant: KDG Construction Consulting**

**Proposed Hourly Rate Breakdown**

LGB Taxilane U&K Projects

**DIRECT LABOR**

| Position Title           | Firm         | Name              | Hours | Rate    | Amount           |
|--------------------------|--------------|-------------------|-------|---------|------------------|
| Coordination & Logistics | KDG          | Laura DV Smets    | 1.0   | \$86.54 | \$ 86.54         |
| Construction Manager     | KDG          | Tony Mouser, PE   | 1.0   | \$90.00 | \$ 90.00         |
| Document Controls        | KDG          | Teresa Carreon    | 1.0   | \$58.85 | \$ 58.85         |
| Office Engineer          | ASL PM (DBE) | Andre Harris, EIT | 1.0   | \$45.00 | \$ 45.00         |
| <b>Subtotal:</b>         |              |                   |       |         | <b>\$ 280.39</b> |

**GENERAL OVERHEAD (O/H)**

|                          | Firm         | Name              | O/H RATE | X Base = Cost | Amount           |
|--------------------------|--------------|-------------------|----------|---------------|------------------|
| Coordination & Logistics | KDG          | Laura DV Smets    | 73.89%   | \$ 63.94      | \$ 63.94         |
| Construction Manager     | KDG          | Tony Mouser, PE   | 73.89%   | \$ 66.50      | \$ 66.50         |
| Document Controls        | KDG          | Teresa Carreon    | 73.89%   | \$ 43.48      | \$ 43.48         |
| Office Engineer          | ASL PM (DBE) | Andre Harris, EIT | 100.45%  | \$ 45.20      | \$ 45.20         |
| <b>Subtotal:</b>         |              |                   |          |               | <b>\$ 219.12</b> |

**FRINGE BENEFITS OVERHEAD**

|                          | Firm         | Name              | FB O/H RATE | X Base = Cost | Amount           |
|--------------------------|--------------|-------------------|-------------|---------------|------------------|
| Coordination & Logistics | KDG          | Laura DV Smets    | 47.71%      | \$ 41.29      | \$ 41.29         |
| Construction Manager     | KDG          | Tony Mouser, PE   | 47.71%      | \$ 42.94      | \$ 42.94         |
| Document Controls        | KDG          | Teresa Carreon    | 47.71%      | \$ 28.08      | \$ 28.08         |
| Office Engineer          | ASL PM (DBE) | Andre Harris, EIT | 31.59%      | \$ 14.22      | \$ 14.22         |
| <b>Subtotal:</b>         |              |                   |             |               | <b>\$ 126.53</b> |

| Position                 | Firm         | Name              | Billable Rate (No Profit) |
|--------------------------|--------------|-------------------|---------------------------|
| Coordination & Logistics | KDG          | Laura DV Smets    | \$191.77                  |
| Construction Manager     | KDG          | Tony Mouser, PE   | \$199.44                  |
| Document Controls        | KDG          | Teresa Carreon    | \$130.41                  |
| Office Engineer          | ASL PM (DBE) | Andre Harris, EIT | \$104.42                  |

Various inspector rates included on Twining rate sheets

**THE KENNARD DEVELOPMENT GROUP AND AFFILIATE**  
**Notes to Schedule of Direct Labor, Fringe Benefits, and General Overhead**  
**Year Ended December 31, 2020**

**NOTE 10: Highly Compensated Employees**

KDG performed an analysis of executive compensation in accordance with Chapter 7 of the AASHTO Audit Guide. The analysis included the examination of the activities performed by KDG executives, and the forms of compensation paid to executives. The analysis also included an evaluation of compensation reasonableness as described in AASHTO Audit Guide section 7.5. Analysis was performed by examining executive compensation using the National Compensation Matrix (NCM). As a result of the analysis of executive compensation reasonableness, executive compensation of \$788,655 was disallowed.

|   |              |
|---|--------------|
| Date prepared.....                                      | 9/3/2021     |
| For costs incurred during fiscal year ended.....        | 12/31/2020   |
| Gross revenue from engineering consulting services..... | \$14,743,294 |

| Position                    | Salary             | Bonus            | Other Compensation | Total Compensation | Compensation                   | NCM                | Adjustment       |
|-----------------------------|--------------------|------------------|--------------------|--------------------|--------------------------------|--------------------|------------------|
|                             |                    |                  |                    |                    | Subject to Reasonableness Test |                    | Amount           |
| Chief Executive Officer     | \$1,081,800        | \$ 66,000        | \$ 52,200          | \$1,200,000        | \$1,200,000                    | \$ 509,653         | \$690,347        |
| Senior Vice President       | 238,511            | 148,833          | 36,491             | 423,835            | 423,835                        | 325,528            | 98,308           |
| VP - Human Resources        | 165,450            | 75,967           | 16,056             | 257,473            | 257,473                        | 260,780            | -                |
| Director - Business Develop | 93,952             | 32,167           | 9,554              | 135,673            | 135,673                        | 147,118            | -                |
| <b>TOTALS</b>               | <b>\$1,579,713</b> | <b>\$322,967</b> | <b>\$114,301</b>   | <b>\$2,016,981</b> | <b>\$2,016,981</b>             | <b>\$1,243,080</b> | <b>\$788,655</b> |

**NOTE 11: Description of Overhead Rate Structure**

KDG keeps its books and records in accordance with the Cost Accounting Standards (CAS), which are promulgated by the Cost Accounting Standards Board (CASB) in determining its direct costs and overhead rate. All cost items specifically identified with a contract or project are not included in the indirect cost pool. Indirect costs are accumulated by logistic cost groupings with due consideration of the reasons for incurring such costs.

The following tabulation summarizes the allowable overhead rates incurred by KDG for the year ended December 31, 2020:

| <u>Description</u>                    | <u>Whole Company</u> |
|---------------------------------------|----------------------|
| Fringe benefit rate                   | 47.71%               |
| General overhead rate                 | 73.89%               |
| Combined (fringe + general)           | 121.61%              |
| Cost of Money Rate                    | 0.26%                |
| Combined Rate with Cost of Money Rate | 121.86%              |

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# SUBCONSULTANT INFORMATION

## Overhead Schedule (Home Office and Field Rates)

### ABADJIS SYSTEMS, LTD

#### Statement of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate)

For the Year Ended February 28, 2022

| Account Number & Description                     | General Ledger<br>Account Balance | Direct<br>Costs | Disallowed<br>Costs | Proposed<br>Company<br>Wide | ALLOCATIONS                |                             |     | Percent to<br>Field<br>Office |
|--|-----------------------------------|-----------------|---------------------|-----------------------------|----------------------------|-----------------------------|-----|-------------------------------|
|  |                                   |                 |                     |                             | Proposed<br>Home<br>Office | Proposed<br>Field<br>Office | (n) |                               |
| DIRECT LABOR                                     | \$ 1,187,133                      | \$ 1,187,133    | \$ -                | \$ 1,187,133                | \$ 1,187,133               | \$ -                        | (n) | 0.00%                         |
| INDIRECT COSTS:                                  |                                   |                 |                     |                             |                            |                             |     |                               |
| FRINGE BENEFITS                                  |                                   |                 |                     |                             |                            |                             |     |                               |
| Benefits: Bonuses.....                           | \$ -                              | \$ -            | \$ - (a)            | \$ -                        | \$ -                       | \$ -                        | (n) |                               |
| Benefits: 401(k).....                            | 72,820                            | -               | -                   | 72,820                      | 72,820                     | -                           | (n) |                               |
| Benefits: PTO (vac., sick, and holiday).....     | 38,036                            | -               | -                   | 38,036                      | 38,036                     | -                           | (n) |                               |
| Insurance: Disability.....                       | -                                 | -               | -                   | -                           | -                          | -                           |     | 0.00%                         |
| Insurance: Life.....                             | 4,335                             | -               | - (b)               | 4,335                       | 4,335                      | -                           |     | 0.00%                         |
| Insurance: Medical.....                          | 101,583                           | -               | -                   | 101,583                     | 101,583                    | -                           |     | 0.00%                         |
| Insurance: Workers' Comp.....                    | 6,302                             | -               | -                   | 6,302                       | 6,302                      | -                           |     | 0.00%                         |
| Payroll Taxes: FICA and Med.....                 | 146,786                           | -               | -                   | 146,786                     | 146,786                    | -                           |     | 0.00%                         |
| Payroll Taxes: FUTA and SUTA.....                | 5,102                             | -               | -                   | 5,102                       | 5,102                      | -                           |     | 0.00%                         |
| TOTAL FRINGE BENEFITS                            | \$ 374,963                        | \$ -            | \$ -                | \$ 374,963                  | \$ 374,963                 | \$ -                        |     |                               |
| GENERAL OVERHEAD                                 |                                   |                 |                     |                             |                            |                             |     |                               |
| Indirect Labor (G&A and support allocation)..... | \$ 1,106,096                      | \$ -            | \$ -                | \$ 1,106,096                | \$ 1,106,096               | \$ -                        | (o) | 0.00%                         |
| Indirect Labor (field labor allocation).....     | -                                 | -               | -                   | -                           | -                          | -                           | (n) |                               |
| Direct: Lodging, Meals, and Travel.....          | -                                 | -               | - (d)               | -                           | -                          | -                           |     | 0.00%                         |
| Direct: Employee Mileage Reimbursements.....     | -                                 | -               | - (d)               | -                           | -                          | -                           |     | 0.00%                         |
| Direct: Rentals and Supplies.....                | -                                 | -               | - (d)               | -                           | -                          | -                           |     | 0.00%                         |
| Direct: Subconsultants.....                      | -                                 | -               | - (d)               | -                           | -                          | -                           |     | 0.00%                         |
| Advertising and Marketing.....                   | 10,144                            | -               | (10,144) (e)        | -                           | -                          | -                           |     | 0.00%                         |
| Automobile Expense.....                          | 5,990                             | -               | - (f)               | 5,990                       | 5,990                      | -                           |     | 0.00%                         |
| Bank Service Charges.....                        | 189                               | -               | -                   | 189                         | 189                        | -                           |     | 0.00%                         |
| Contributions and Gifts.....                     | -                                 | -               | - (g)               | -                           | -                          | -                           |     | 0.00%                         |
| Depreciation Expense.....                        | -                                 | -               | -                   | -                           | -                          | -                           | (p) |                               |
| Dues and Subscriptions.....                      | 11,396                            | -               | - (h)               | 11,396                      | 11,396                     | -                           |     | 0.00%                         |
| Insurance: Automotive.....                       | 4,827                             | -               | -                   | 4,827                       | 4,827                      | -                           |     | 0.00%                         |
| Insurance: Business Liability.....               | 14,099                            | -               | -                   | 14,099                      | 14,099                     | -                           |     | 0.00%                         |
| Interest Expense.....                            | 26,676                            | -               | (26,676) (i)        | -                           | -                          | -                           |     | 0.00%                         |
| Licenses and Permits.....                        | 817                               | -               | -                   | 817                         | 817                        | -                           |     | 0.00%                         |
| Maintenance and Repairs.....                     | 2,066                             | -               | -                   | 2,066                       | 2,066                      | -                           |     | 0.00%                         |
| Meals & Entertainment.....                       | 6,905                             | -               | (6,905) (j)         | -                           | -                          | -                           |     | 0.00%                         |
| Misc. Fees, Fines, Penalties.....                | 238                               | -               | (238) (k)           | -                           | -                          | -                           |     | 0.00%                         |
| Office Expense: Cleaning.....                    | 2,740                             | -               | -                   | 2,740                       | 2,740                      | -                           | (p) |                               |
| Office Expense: Postage and Delivery.....        | 2,067                             | -               | -                   | 2,067                       | 2,067                      | -                           | (p) |                               |
| Office Expense: Office Supplies.....             | 5,590                             | -               | -                   | 5,590                       | 5,590                      | -                           | (p) |                               |
| Office Expense: Other Office Expense.....        | -                                 | -               | -                   | -                           | -                          | -                           | (p) |                               |
| Personal Property Tax.....                       | 817                               | -               | -                   | 817                         | 817                        | -                           | (p) |                               |
| Prof Fees: Accounting and Legal.....             | 931                               | -               | -                   | 931                         | 931                        | -                           |     | 0.00%                         |
| Rent.....  | 25,778                            | -               | - (l)               | 25,778                      | 25,778                     | -                           | (p) |                               |
| Telephone.....                                   | 7,789                             | -               | -                   | 7,789                       | 7,789                      | -                           |     | 0.00%                         |
| Utilities.....                                   | 1,307                             | -               | -                   | 1,307                       | 1,307                      | -                           | (p) |                               |
| Credit for Internal Allocations.....             | -                                 | -               | - (m)               | -                           | -                          | -                           | (p) |                               |
| TOTAL GENERAL OVERHEAD                           | \$ 1,236,462                      | \$ -            | \$ (43,964)         | \$ 1,192,499                | \$ 1,192,499               | \$ -                        |     |                               |
| TOTAL INDIRECT COSTS                             | \$ 1,611,426                      | \$ -            | \$ (43,964)         | \$ 1,567,462                | \$ 1,567,462               | \$ -                        |     |                               |

OVERHEAD RATES (as percentages of direct labor cost).....

|              |             |              |
|--------------|-------------|--------------|
| 132.04%      | 132.04%     | 0.00%        |
| Company Wide | Home Office | Field Office |

**FAR References and Notes:**

- (a) 31.205-6(a)(6)(ii)(B): Owners' compensation in excess of reasonable amount is disallowed (distribution of profits).
- (b) 31.205-19(e)(2)(v): Officers' life insurance is disallowed.
- (c) 31.201-6(e)(2): Marketing, lobbying, and any labor associated with unallowable activities is disallowed.
- (d) 31.202: Excluded direct project costs (both billable & non-billable costs) from indirect cost pool.
- (e) 31.205-1: Costs for general marketing materials are disallowed.
- (f) 31.205-6(m)(2) & 31.205-46(d): Personal use of a company asset (automobile) is disallowed.
- (g) 31.205-8 & 31.205-13(b): Contributions and gifts are disallowed.
- (h) 31.205-22: Lobbying costs, paid as a percentage of professional dues, are disallowed.
- (i) 31.205-20: Interest is disallowed.
- (j) 31.205-14 & 31.205-51: Costs for entertainment and alcoholic beverages are disallowed. (The entertainment cost principle supersedes all others.)
- (k) 31.201-4, 31.205-15, & 31.205-20: Disallowed late fees; Government-imposed fines and penalties; and credit card interest.
- (l) 31.205-36(b)(3): Related-party rent (not an arm's-length transaction) is limited to actual cost of ownership, net of interest and other unallowable items.
- (m) 31.202: Direct costs segregated and removed from indirect cost pool.
- (n) Field employee labor and fringe specifically identified.
- (o) Indirect general administrative and support labor less identified field portion is allocated.
- (p) Accounts specifically identified as home office only.

**KDG - LONG BEACH AIRPORT TAXILANE K PROJECT**

**SOILS SERVICES**

**Item P-152 Excavation, Subgrade and Embankment - 250 cy over excavation, 250 cy of unsuitable excavation, 250 cy of imported fill - 4 shifts**

| Description                                   | Assumptions/Notes   | Shift Rate              | Shifts            | Total              |
|---|---|-------------------------|-------------------|--------------------|
| Onsite Inspection (Lead Inspector)*           | Based on hour paving shift (8 regular)(4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 4                 | \$ 4,128.00        |
| <b>Engineer Laboratory Acceptance Testing</b> |   | <b>Lab Testing Rate</b> | <b>Quantities</b> | <b>Total</b>       |
| Maximum Density - Optimum Moisture Test       | Estimate 5 tests (actual number of tests will depend on number of soil types encountered)                   | \$ 190.00               | 5                 | \$ 950.00          |
| <b>Total:</b>                                 |   |                         |                   | <b>\$ 5,078.00</b> |

**BASE COURSE SERVICES**

**Item P-154 Subbase Course - 3,700 SY Assumed 8 Shifts**

| Description                             | Assumptions/Notes  | Shift Rate              | Shifts            | Total               |
|---|--|-------------------------|-------------------|---------------------|
| Onsite Inspection (Lead Inspector)*     | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 8                 | \$ 8,256.00         |
| Onsite Inspection (Regular Rate)*       | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 8                 | \$ 8,256.00         |
| <b>Laboratory Testing Services</b>      |  | <b>Lab Testing Rate</b> | <b>Quantities</b> | <b>Total</b>        |
| Maximum Density - Optimum Moisture Test | 1 test per Subbase source  | \$ 190.00               | 8                 | \$ 1,520.00         |
| Sieve Analysis                          | 1 test per Shift   | \$ 240.00               | 8                 | \$ 1,920.00         |
| Sand Equivalent (SE)                    | 1 test per Shift   | \$ 125.00               | 8                 | \$ 1,000.00         |
| Atterberg Limits                        | 1 test per Subbase source  | \$ 160.00               | 8                 | \$ 1,280.00         |
| Percent Passing the No.200 Sieve        | 1 test per Subbase source  | \$ 90.00                | 8                 | \$ 720.00           |
| <b>Total:</b>                           |  |                         |                   | <b>\$ 22,952.00</b> |

**CRUSHED AGGREGATE BASE COURSE SERVICES**

**Item P-209 Crushed Aggregate Base Course - 3,700 SY Assumed 8 Shifts**

| Description                         | Assumptions/Notes  | Shift Rate              | Shifts            | Total               |
|-------------------------------------|--|-------------------------|-------------------|---------------------|
| Onsite Inspection (Lead Inspector)* | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 8                 | \$ 8,256.00         |
| Onsite Inspection (Regular Rate)*   | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 8                 | \$ 8,256.00         |
| <b>Laboratory Testing Services</b>  |  | <b>Lab Testing Rate</b> | <b>Quantities</b> | <b>Total</b>        |
| Laboratory Acceptance Testing       | Lab testing as needed (contingent amount)  | \$ 2,000.00             | 1                 | \$ 2,000.00         |
| <b>Total:</b>                       |  |                         |                   | <b>\$ 18,512.00</b> |

**ASPHALT PAVEMENT SERVICES**

**Item P-401 Plant Bituminous Pavement- Surface Course - 2,700 Tons Assumed 4 Shifts @ 800 Tons average per Shift**

| Description   | Assumptions/Notes  | Shift Rate              | Shifts            | Total               |
|---|--|-------------------------|-------------------|---------------------|
| Onsite Placement Inspection (Lead Inspector)*                             | Based on 12 hour paving shift (4 hour minimum) - Laydown Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 4                 | \$ 4,128.00         |
| Onsite Placement Inspection (Overtime Rate, Billed at 1.50 on base rate)* | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                 | \$ 2,516.80         |
| Onsite Placement Inspection (Regular Rate)*                               | Based on 12 hour paving shift (4 hour minimum) - Laydown Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 4                 | \$ 4,128.00         |
| Onsite Placement Inspection (Overtime Rate, Billed at 1.50 on base rate)* | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                 | \$ 2,516.80         |
| Plant Testing & Inspection (Regular Rate)*                                | Based on 12 hour paving shift (4 hour minimum)   | \$ 1,032.00             | 4                 | \$ 4,128.00         |
| Plant Testing & Inspection (Overtime Rate, Billed at 1.50 on base rate)*  | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                 | \$ 2,516.80         |
| <b>Engineer Laboratory Acceptance Testing</b>                             |  | <b>Lab Testing Rate</b> | <b>Quantities</b> | <b>Total</b>        |
| Percent Air Voids ASTM D6926  | 4 tests per lot (4 shifts)   | \$ 210.00               | 16                | \$ 3,360.00         |
| Core Densities - Joint  | 4 tests per lot (4 shifts)   | \$ 55.00                | 16                | \$ 880.00           |
| Core Densities - Mat  | 4 tests per lot (4 shifts)   | \$ 55.00                | 16                | \$ 880.00           |
| <b>Total:</b>   |  |                         |                   | <b>\$ 25,054.40</b> |
| <b>QC/QA OVERSIGHT</b>  |  |                         |                   |                     |
| Title   | Assumptions/Notes  | Hourly Rate             | Hours             | Total               |
| Project Manager   | Meetings, Reporting, Submittal Reviews, Oversight  | \$ 160.00               | 20                | \$ 3,200.00         |
| Principal Engineer  | Meetings, Mix Design Review, As needed evaluation  | \$ 190.00               | 5                 | \$ 950.00           |
| QA General Inspection   | General QA Inspection as needed  | \$ 129.00               | 100               | \$ 12,900.00        |
| <b>Total:</b>   |  |                         |                   | <b>\$ 17,050.00</b> |
| <b>PROJECT TOTAL</b>  |  |                         |                   |                     |
| <b>Project Total</b>  |  |                         |                   | <b>\$ 88,646.40</b> |

**KDG - LONG BEACH AIRPORT TAXILANE U PROJECT**

**SOILS SERVICES**

**Item P-152 Excavation, Subgrade and Embankment - 250 cy over excavation, 250 cy of unsuitable excavation, 250 cy of imported fill - 5 shifts**

| Description                                   | Assumptions/Notes   | Shift Rate              | Shifts | Total              |
|---|---|-------------------------|--------|--------------------|
| Onsite Inspection (Lead Inspector)*           | Based on hour paving shift (8 regular)(4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 5      | \$ 5,160.00        |
| <b>Engineer Laboratory Acceptance Testing</b> |   | <b>Lab Testing Rate</b> |        | <b>Quantities</b>  |
| Maximum Density - Optimum Moisture Test       | Estimate 5 tests (actual number of tests will depend on number of soil types encountered)                   | \$ 190.00               | 5      | \$ 950.00          |
| <b>Total:</b>                                 |   |                         |        | <b>\$ 6,110.00</b> |

**BASE COURSE SERVICES**

**Item P-154 Subbase Course - 6,200 SY Assumed 15 Shifts**

| Description                             | Assumptions/Notes  | Shift Rate              | Shifts | Total               |
|---|--|-------------------------|--------|---------------------|
| Onsite Inspection (Lead Inspector)*     | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 15     | \$ 15,480.00        |
| Onsite Inspection (Regular Rate)*       | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 15     | \$ 15,480.00        |
| <b>Laboratory Testing Services</b>      |  | <b>Lab Testing Rate</b> |        | <b>Quantities</b>   |
| Maximum Density - Optimum Moisture Test | 1 test per Subbase source  | \$ 190.00               | 4      | \$ 760.00           |
| Sieve Analysis                          | 1 test per Shift   | \$ 240.00               | 15     | \$ 3,600.00         |
| Sand Equivalent (SE)                    | 1 test per Shift   | \$ 125.00               | 15     | \$ 1,875.00         |
| Atterberg Limits                        | 1 test per Subbase source  | \$ 160.00               | 4      | \$ 640.00           |
| Percent Passing the No.200 Sieve        | 1 test per Subbase source  | \$ 90.00                | 4      | \$ 360.00           |
| <b>Total:</b>                           |  |                         |        | <b>\$ 38,195.00</b> |

**SUBGRADE SERVICES**

**Item P-156 Cement Treated Subgrade - 6,200 SY Assumed 15 Shifts**

| Description   | Assumptions/Notes   | Shift Rate              | Shifts | Total               |
|---|---|-------------------------|--------|---------------------|
| Onsite Inspection (Lead Inspector)*                             | Based on 10 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day   | \$ 1,032.00             | 15     | \$ 15,480.00        |
| Onsite Inspection (Overtime Rate, Billed at 1.50 on base rate)* | Based on estimated 2 hours overtime per shift   | \$ 314.60               | 15     | \$ 4,719.00         |
| Onsite Inspection (Regular Rate)*                               | Based on 10 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day   | \$ 1,032.00             | 15     | \$ 15,480.00        |
| Onsite Inspection (Overtime Rate, Billed at 1.50 on base rate)* | Based on estimated 2 hours overtime per shift   | \$ 314.60               | 15     | \$ 4,719.00         |
| <b>Laboratory Testing Services</b>                              |   | <b>Lab Testing Rate</b> |        | <b>Quantities</b>   |
| Maximum Density - Optimum Moisture Test (Virgin Native Soil)    | Maximum Density testing, Field Density Testing and Thickness measurement are performed by Contractor QC. For additional verification purposes we assume 5 Maximum Density tests | \$ 190.00               | 10     | \$ 1,900.00         |
| <b>Total:</b>   |   |                         |        | <b>\$ 42,298.00</b> |

**CRUSHED AGGREGATE BASE COURSE SERVICES**

**Item P-209 Crushed Aggregate Base Course - 6,200 SY Assumed 10 Shifts**

| Description                         | Assumptions/Notes  | Shift Rate              | Shifts | Total               |
|-------------------------------------|--|-------------------------|--------|---------------------|
| Onsite Inspection (Lead Inspector)* | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 10     | \$ 10,320.00        |
| Onsite Inspection (Regular Rate)*   | Based on 8 hour production shift (4 hour minimum) - Compaction Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 10     | \$ 10,320.00        |
| <b>Laboratory Testing Services</b>  |  | <b>Lab Testing Rate</b> |        | <b>Quantities</b>   |
| Laboratory Acceptance Testing       | Lab testing as needed (contingent amount)  | \$ 2,000.00             | 1      | \$ 2,000.00         |
| <b>Total:</b>                       |  |                         |        | <b>\$ 22,640.00</b> |

**ASPHALT PAVEMENT SERVICES**

**Item P-401 Plant Bituminous Pavement- Surface Course - 1,770 Tons Assumed 4 Shifts @ 450 Tons average per Shift**

| Description  | Assumptions/Notes  | Shift Rate              | Shifts               | Total                |
|--|--|-------------------------|----------------------|----------------------|
| Onsite Placement Inspection (Lead Inspector)*                | Based on 12 hour paving shift (4 hour minimum) - Laydown Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 4                    | \$ 4,128.00          |
| Onsite Placement Inspection (Overtime Rate, Billed at 1.50)* | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                    | \$ 2,516.80          |
| Onsite Placement Inspection (Regular Rate)*                  | Based on 12 hour paving shift (4 hour minimum) - Laydown Observation, Nuke Gauge Testing per Day | \$ 1,032.00             | 4                    | \$ 4,128.00          |
| Onsite Placement Inspection (Overtime Rate, Billed at 1.50)* | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                    | \$ 2,516.80          |
| Plant Testing & Inspection (Regular Rate)*                   | Based on 12 hour paving shift (4 hour minimum)   | \$ 1,032.00             | 4                    | \$ 4,128.00          |
| Plant Testing & Inspection (Overtime Rate, Billed at 1.50)*  | Based on estimated 4 hours overtime per shift  | \$ 629.20               | 4                    | \$ 2,516.80          |
| <b>Engineer Laboratory Acceptance Testing</b>                |  | <b>Lab Testing Rate</b> | <b>Quantities</b>    | <b>Total</b>         |
| Percent Air Voids ASTM D6926                                 | 4 tests per lot (4 shifts)   | \$ 210.00               | 16                   | \$ 3,360.00          |
| Core Densities - Joint                                       | 4 tests per lot ( 4 shifts)  | \$ 55.00                | 16                   | \$ 880.00            |
| Core Densities - Mat   | 4 tests per lot (4 shifts)   | \$ 55.00                | 16                   | \$ 880.00            |
|  |  |                         | <b>Total:</b>        | <b>\$ 25,054.40</b>  |
| <b>QC/QA OVERSIGHT</b>                                       |  |                         |                      |                      |
| Title  | Assumptions/Notes  | Hourly Rate             | Hours                | Total                |
| Project Manager  | Meetings, Reporting, Submittal Reviews, Oversight  | \$ 160.00               | 90                   | \$ 14,400.00         |
| Principal Engineer   | Meetings, Mix Design Review, As needed evaluation  | \$ 190.00               | 10                   | \$ 1,900.00          |
| QA General Inspection*                                       | General QA Inspection as needed  | \$ 129.00               | 100                  | \$ 12,900.00         |
|  |  |                         | <b>Total:</b>        | <b>\$ 29,200.00</b>  |
| <b>PROJECT TOTAL</b>   |  |                         |                      |                      |
|  |  |                         | <b>Project Total</b> | <b>\$ 163,497.40</b> |



# Schedule of Fees 2023-2024

\* - Indicates position is subject to prevailing wage  
 Personnel Rates: Per Hour Unless Otherwise Noted

| Task Code | Engineering and Consulting Personnel                 | Rate      |
|-----------|--|-----------|
| 10026     | Senior Principal Advisor/Consultant                  | \$ 350.00 |
| 10001     | Principal Engineer/Geologist                         | \$ 190.00 |
| 10017     | Metallurgical Engineer                               | \$ 360.00 |
| 70000     | Registered Geotechnical Engineer                     | \$ 245.00 |
| 10010     | Technical Advisor                                    | \$ 240.00 |
| 10011     | Material Scientist, Welding/NDT Consultant           | \$ 250.00 |
| 70003     | Registered Geologist/Certified Engineering Geologist | \$ 245.00 |
| 10003     | Senior Engineer/Geologist                            | \$ 220.00 |
| 10009     | Registered Civil Engineer                            | \$ 215.00 |
| 60003     | Roofing/Waterproofing Consultant                     | \$ 240.00 |
| 10013     | Project Engineer/Manager                             | \$ 160.00 |
| 30000     | Quality Control Manager                              | \$ 200.00 |
| 10005     | Senior Staff Engineer/Geologist                      | \$ 195.00 |
| 10007     | Staff Engineer/Geologist                             | \$ 190.00 |
| 10015     | Quality Control Administrator                        | \$ 180.00 |
| 10019     | Metallurgical Technician                             | \$ 155.00 |
| 90001     | CADD Operator/Draftsperson                           | \$ 142.00 |
| 95103     | Office Support/Clerical                              | \$ 100.00 |
| 70107     | Field Supervisor                                     | \$ 175.00 |
| 91030     | Safety Supervisor                                    | \$ 175.00 |
| 20000     | Laboratory Manager                                   | \$ 160.00 |
| 98000     | Laboratory Technician                                | \$ 135.00 |
| 90005     | Expert Witness Testimony                             | \$ 590.00 |
| 91010     | Qualified SWPPP Developer                            | \$ 195.00 |
| 91000     | Qualified SWPPP Practitioner                         | \$ 180.00 |
| 30001     | Vibration Engineer                                   | \$ 220.00 |

| Task Code | Field Inspection Personnel                          | Rate      |
|-----------|---|-----------|
| 10101     | Concrete/Reinforced Steel Inspector*                | \$ 129.00 |
| 10103     | Prestressed/Post Tensioned Inspector*               | \$ 129.00 |
| 10105     | Concrete ICC Inspector*                             | \$ 129.00 |
| 10109     | Drilled-In-Anchor Inspector*                        | \$ 129.00 |
| 10111     | Gunite/Shotcrete Inspector*                         | \$ 129.00 |
| 10113     | Masonry Inspector*                                  | \$ 129.00 |
| 10201     | Structural Steel/Welding Inspector*                 | \$ 129.00 |
| 10203     | AWS Certified Welding Inspector*                    | \$ 129.00 |
| 10207     | Fireproofing Inspector*                             | \$ 129.00 |
| 10501     | Lead Inspector*                                     | \$ 129.00 |
| 10115     | Firestop Special Inspector - IFC Premier*           | \$ 146.00 |
| 10117     | Firestop Special Inspector - IQP*                   | \$ 191.00 |
| 70109     | L.A. Deputy Grading Inspector*                      | \$ 134.00 |
| 75001     | Asphalt Field and Plant Inspector/Technician*       | \$ 129.00 |
| 70103     | Pile Driving Inspector*                             | \$ 129.00 |
| 70101     | Soils Technician*                                   | \$ 129.00 |
| 10107     | Concrete Quality Control (ACI/Caltrans Technician)* | \$ 129.00 |
| 10122     | Wood Framing Inspector*                             | \$ 129.00 |
| 60001     | Roofing/Waterproofing Inspector*                    | \$ 136.00 |
| 10500     | Public Works Inspector*                             | \$ 146.00 |
| 10515     | Mechanical Inspector*                               | \$ 154.00 |
| 10519     | Electrical Inspector*                               | \$ 154.00 |
| 10521     | Plumbing Inspector*                                 | \$ 154.00 |
| 10523     | Building Inspector*                                 | \$ 154.00 |
| 30002     | Vibration Monitoring Technician*                    | \$ 149.00 |
| 50003     | Field Engineering Technician*                       | \$ 129.00 |

| Task Code | Shop Inspection Personnel                         | Rate      |
|-----------|---|-----------|
| 10301     | Structural Steel Fabrication Inspector*           | \$ 129.00 |
| 10309     | Batch Plant Quality Control Technician/Inspector* | \$ 129.00 |
| 10325     | Glue-Laminated Fabrication Inspector*             | Quotation |
| 10328     | Pre-Cast Concrete/Pipe Fabrication Inspector*     | \$ 129.00 |

| Task Code | Nondestructive Testing Personnel             | Rate      |
|-----------|--|-----------|
| 10401     | NDE Ultrasonic Testing Technician            | \$ 135.00 |
| 10403     | NDE Magnetic Particle Testing Technician     | \$ 135.00 |
| 10405     | NDE Dye Penetrant Testing Technician         | \$ 135.00 |
| 10305     | Combination NDE Technician/Welding Inspector | \$ 135.00 |
| 10409     | Radiographic Testing (Crew of 2)             | \$ 360.00 |
| 10020     | NDE Engineer                                 | \$ 230.00 |

| Task Code | Equipment Usage (Daily Unless Otherwise Noted) | Rate     |
|-----------|--|----------|
| 95318     | Skidmore                                       | \$ 44.00 |
| 95309     | Torque Wrench, Small                           | \$ 17.00 |
| 95312     | Torque Wrench, Large                           | \$ 28.00 |
| 95315     | Torque Multiplier                              | \$ 44.00 |
| 95321     | Air Meter                                      | \$ 22.00 |
| 95322     | Unit Weight Bucket                             | \$ 33.00 |
| 95323     | Field Concrete Scale                           | \$ 33.00 |
| 95324     | Brass Mold                                     | \$ 22.00 |

| Task Code | Equipment Usage (Daily Unless Otherwise Noted), Continued | Rate      |
|-----------|---|-----------|
| 95343     | Nuclear Gauge (Per Hour)                                  | \$ 11.00  |
| 95319     | Sand Cone Density Test Equipment                          | \$ 55.00  |
| 95333     | Pull Test Equipment                                       | \$ 66.00  |
| 95348     | Concrete/Asphalt Coring Equipment                         | \$ 660.00 |
| 95327     | Pachometer  | \$ 61.00  |
| 95336     | Floor Flatness (Dipstick)                                 | \$ 55.00  |
| 95330     | Schmidt Hammer  | \$ 33.00  |
| 95341     | Vapor Emission Test Kits                                  | \$ 33.00  |
| 95342     | Relative Humidity Probe                                   | \$ 66.00  |
| 95339     | UPV (Ultrasonic Pulse Velocity) Meter                     | \$ 385.00 |
| 95351     | Fireproofing Adhesion/Cohesion (Per Test)                 | \$ 39.00  |
| 95300     | A Scan Ultrasonic Equipment and Consumables               | \$ 83.00  |
| 95303     | Magnetic Particle Equipment and Consumables               | \$ 44.00  |
| 95306     | Liquid Penetrant Consumables                              | \$ 39.00  |
| 95307     | Phased Array Ultrasonic Equipment (Per Hour)              | \$ 66.00  |
| 95347     | Ground Penetrating Radar                                  | \$ 330.00 |
| 95345     | Impact Echo   | \$ 385.00 |
| 95362     | Ultrasonic Tomography                                     | \$ 495.00 |
| 95349     | Inertial Profiler (Per Hour)                              | Quotation |
| 95357     | Project Dedicated Vehicle                                 | \$ 150.00 |
| 95364     | Roller Compacted Concrete Vibrating Hammer/Tamping Plate  | \$ 77.00  |
| 95367     | Half-Cell Potential Equipment Set                         | \$ 385.00 |
| 95368     | Concrete Electrical Resistivity Meter                     | \$ 176.00 |
| 95369     | Field Hardness (Steel)                                    | \$ 110.00 |
| 95370     | Coating Thickness Gauge                                   | \$ 110.00 |
| 95373     | Wood Curing Box (One-Time Fee/Per Box)                    | \$ 650.00 |
| 95371     | Temperature Control Curing Box (Per Month)                | \$ 500.00 |
| 95372     | Temperature Matching Curing Box (Per Month)               | \$ 570.00 |

| Task Code | Specimen Pick-Up  | Rate      |
|-----------|---|-----------|
| 20102     | Standard Sample: Concrete Cylinders (Each)  | \$ 30.00  |
| 20101     | Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)   | \$ 30.00  |
| 20103     | Oversize Sample: Masonry Prisms and Shotcrete Panels (Each)   | \$ 80.00  |
| 20104     | Oversize Sample: Flexural Beams (Each)  | \$ 80.00  |
| 20107     | Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)   | \$ 110.00 |
| 20109     | Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage) | \$ 165.00 |

| Task Code | Jobsite Trailer, Mobile or On-site Laboratory  | Rate      |
|-----------|--|-----------|
| 95360     | Mobile Laboratory for Rapid Strength Concrete (Per Shift Not Exceeding 12 Hours) All Others by Quotation | \$ 600.00 |

| Task Code | Concrete Tests (Field Made Specimens)  | Rate      |
|-----------|--|-----------|
| 20201     | 6" x 12" Cylinder: Compression Strength (ASTM C39)                                     | \$ 42.00  |
| 20202     | 4" x 8" Cylinder: Compression Strength (ASTM C39)                                      | \$ 37.00  |
| 20203     | Density of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)     | \$ 90.00  |
| 20205     | Core Compression including Trimming (ASTM C42)   | \$ 80.00  |
| 20207     | 6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523) | \$ 110.00 |
| 20209     | Splitting Tensile Strength (ASTM C496)   | \$ 100.00 |
| 20211     | Modulus of Elasticity Test (ASTM C469)   | \$ 300.00 |
| 80003     | Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)                      | \$ 550.00 |
| 80006     | Density, Absorption, and Voids in Hardened Concrete (ASTM C642)                        | \$ 550.00 |
| 40005     | Flexural Toughness (ASTM C1609, Formerly ASTM C1018)                                   | \$ 850.00 |
| 40007     | Flexural Toughness (ASTM C1550)  | \$ 500.00 |
| 40006     | Double Punch Strength of Fiber Reinforced Concrete                                     | \$ 550.00 |
| 40009     | Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)                     | \$ 600.00 |
| 40012     | Bulk Electrical Resistivity (ASTM C1876)   | \$ 150.00 |

| Task Code | Concrete Specimen Preparation                           | Rate     |
|-----------|---|----------|
| 20151     | Sawing of Specimens (Each)                              | \$ 45.00 |
| 20157     | Coring of Specimens in Lab (Each)                       | \$ 45.00 |
| 20159     | Grinding of Concrete Below 6000 psi Strength (Each)     | \$ 65.00 |
| 20160     | Grinding of Concrete 6000 psi Strength and Above (Each) | \$ 95.00 |

| Task Code | Laboratory Trial Batch: Concrete, Cement and Mortar                              | Rate     |
|-----------|--|----------|
| 30216     | Compression Test 4"x8" Cylinders Made and Tested in Laboratory (ASTM C192, C35)  | \$ 55.00 |
| 30217     | Compression Test 6"x12" Cylinders Made and Tested in Laboratory (ASTM C192, C35) | \$ 65.00 |



# TWINING

| Task Code | Laboratory Trial Batch: Concrete, Cement and Mortar, Continued   | Rate        |
|-----------|--|-------------|
| 30219     | 6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)  | \$ 125.00   |
| 30223     | Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)                                 | \$ 125.00   |
| 30225     | Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)                                 | \$ 315.00   |
| 30227     | Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)        | \$ 110.00   |
| 30237     | Bulk Electrical Resistivity (ASTM C1876)   | \$ 165.00   |
| 30201     | Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)   | \$ 525.00   |
| 30203     | Concrete Mixture Design for Preconstruction Evaluation and Backup Data Development                                   | \$ 300.00   |
| 30205     | Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings Up to 28 Dry Days (ASTM C157)           | \$ 500.00   |
| 30230     | Additional Reading, Per Set of Three Bars  | \$ 50.00    |
| 30231     | Storage over Ninety (90) Days, Per Set of Three Bars, Per Month  | \$ 40.00    |
| 30207     | Setting Time Up to 7 Hours (ASTM C403)   | \$ 180.00   |
| 30209     | Bleeding (ASTM C232)   | \$ 150.00   |
| 30229     | Concrete Restrained Expansion (ASTM C878)  | \$ 650.00   |
| 20263     | Non-Shrink Grout: Height Change after Final Set (ASTM C1090)   | \$ 550.00   |
| 20265     | Non-Shrink Grout: Height Change at Early Age (ASTM C827)   | \$ 800.00   |
| 30232     | Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or Up to 28 Days (ASTM 1581) | \$ 5,750.00 |
| 30233     | Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)   | \$ 1,200.00 |
| 30234     | Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)  | \$ 8,000.00 |

| Task Code | Chemical Analysis and Petrographic Examination of Concrete                             | Rate        |
|-----------|--|-------------|
| 80123     | Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)       | \$ 125.00   |
| 80126     | Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep)      | \$ 150.00   |
| 80193     | Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556) | \$ 2,600.00 |
| 80129     | Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)     |             |
|           | Each, One Sample   | \$ 2,400.00 |
|           | Each, Two or More Samples  | \$ 2,100.00 |

| Task Code | Physical and Chemical Analysis of Cement  | Rate        |
|-----------|---|-------------|
| 80195     | Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150) | \$ 1,350.00 |
| 80100     | Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)                      | \$ 700.00   |
| 80103     | Physical Testing of Portland Cement per Standard Requirements (ASTM C150)                       | \$ 700.00   |
| 80194     | Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)                                 | \$ 700.00   |
| 80106     | Partial Analysis or Specific Physical Tests   | Quotation   |
| 80110     | Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 Months                                  | \$ 2,700.00 |
| 80111     | Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months                                 | \$ 3,000.00 |

| Task Code | Physical and Chemical Analysis of Fly Ash  | Rate        |
|-----------|--|-------------|
| 80140     | Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)                       | \$ 700.00   |
| 80143     | Physical Testing of Fly Ash per Standard Requirements (ASTM C618)                        | \$ 700.00   |
| 80146     | Partial Analysis or Specific Physical Tests  | Quotation   |
| 80147     | Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618) | \$ 1,350.00 |
| 80149     | Type 1L Cement (ASTM C595; Excludes Special Properties)                                  | \$ 1,350.00 |

| Task Code | Physical Testing of Chemical Admixtures for Concrete | Rate      |
|-----------|--|-----------|
| 80196     | Qualification of Admixture (ASTM C494)               | Quotation |

| Task Code | Soils and Aggregate Tests   | Rate        |
|-----------|---|-------------|
| 30503     | Abrasion: LA Rattler (ASTM C131)  | \$ 200.00   |
| 30505     | Abrasion: LA Rattler (ASTM C535)  | \$ 210.00   |
| 70301     | Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)   | \$ 160.00   |
| 70303     | California Bearing Ratio Excluding Maximum Density (ASTM D1883); Soil   | \$ 550.00   |
| 70304     | California Bearing Ratio Excluding Maximum Density (ASTM D1883); Cement-Treated Soil  | \$ 650.00   |
| 70344     | Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents with Three Unconfined Compressive Strength Specimens per Cement Content | \$ 3,500.00 |
| 70305     | Chloride and Sulfate Content (CTM 417, CTM 422)   | \$ 175.00   |
| 30403     | Clay Lumps and Friable Particles (ASTM C142)  | \$ 200.00   |
| 30321     | Cleanness Value: 1" x #4 (CTM 227)  | \$ 175.00   |
| 30322     | Cleanness Value: 1.5" x .75" (CTM 227)  | \$ 275.00   |
| 70393     | Collapse Potential/Index (ASTM D5333)   | \$ 225.00   |

| Task Code | Soils and Aggregate Tests, Continued   | Rate        |
|-----------|--|-------------|
| 70396     | Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)  | \$ 105.00   |
| 70309     | Consolidation Test: Full Cycle (ASTM 2435, CTM 219)  | \$ 195.00   |
| 70311     | Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)   | \$ 45.00    |
| 70313     | Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)                                       | \$ 245.00   |
| 70315     | Crushed/Fractured Particles (ASTM D5821, CTM 205)  | \$ 175.00   |
| 70317     | Direct Shear Test: Remolded and/or Residual (ASTM D3080)   | \$ 245.00   |
| 70319     | Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)  | \$ 225.00   |
| 70321     | Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)  | \$ 195.00   |
| 70378     | Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)   | \$ 210.00   |
| 70325     | Expansion Index (ASTM D4829, UBC 18-2)   | \$ 170.00   |
| 75004     | Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)   | \$ 190.00   |
| 30507     | Flat and Elongated Particle (ASTM D4791)   | \$ 240.00   |
| 30508     | Flat or Elongated Particle (ASTM D4791)  | \$ 210.00   |
| 70331     | Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)   | \$ 190.00   |
| 70333     | Maximum Density: Check Point (ASTM D1557, D698)  | \$ 65.00    |
| 70335     | Maximum Density: AASHTO C [Modified] (AASHTO T-180)  | \$ 195.00   |
| 70336     | Maximum Index Density: Vibratory Table (ASTM D4253)  | \$ 345.00   |
| 70337     | Moisture Content (ASTM D2216, CTM 226)   | \$ 25.00    |
| 70339     | Moisture and Density: Ring Sample (ASTM D2937)   | \$ 30.00    |
| 70341     | Moisture and Density: Shelby Tube Sample (ASTM D2937)  | \$ 40.00    |
| 70340     | Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)                           | \$ 275.00   |
| 70342     | Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)                                | \$ 350.00   |
| 30401     | Organic Impurities (ASTM C40, CTM 213)   | \$ 90.00    |
| 70343     | Permeability (ASTM D5084)  | Quotation   |
| 80001     | Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)  | \$ 650.00   |
| 70394     | Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)                                | \$ 900.00   |
| 70391     | Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)                                | \$ 950.00   |
| 70398     | Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month                                     | \$ 2,700.00 |
| 70399     | Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month                                     | \$ 2,900.00 |
| 70397     | Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567) | \$ 1,050.00 |
| 70392     | Potential Reactivity of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567) | \$ 1,100.00 |
| 70345     | R-Value: Soil (ASTM 2844, CTM 301)   | \$ 440.00   |
| 70347     | R-Value: Aggregate Base (ASTM D2844, CTM 301)  | \$ 490.00   |
| 70349     | Sand Equivalent (ASTM D2419, CTM 217)  | \$ 125.00   |
| 70351     | Sieve #200 Wash Only (ASTM D1140, CTM 202)   | \$ 90.00    |
| 70353     | Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)   | \$ 250.00   |
| 70355     | Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)  | \$ 240.00   |
| 70357     | Sieve Analysis Including Wash (ASTM C136, CTM 202)   | \$ 150.00   |
| 70359     | Sieve Analysis Without Wash (ASTM C136, CTM 202)   | \$ 120.00   |
| 70360     | Sieve Analysis: Split Sieve (ASTM C136, CTM 202)   | \$ 240.00   |
| 70361     | Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)   | \$ 235.00   |
| 70363     | Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)  | \$ 450.00   |
| 70365     | Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)   | \$ 100.00   |
| 70367     | Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)   | \$ 165.00   |
| 70369     | Swell/Settlement Potential: One Dimensional (ASTM D4546)   | \$ 150.00   |
| 70371     | Triaxial   | Quotation   |
| 70373     | Unconfined Compression (ASTM D2166, CTM 221)   | \$ 190.00   |
| 30317     | Unit Weight Per Cubic Foot (ASTM C29, CTM 212)   | \$ 125.00   |
| 30319     | voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)   | \$ 125.00   |
| 30411     | Lightweight Particles: Coarse, with Two Solutions (ASTM C123)  | \$ 450.00   |
| 30412     | Lightweight Particles: Fine, with One Solution (ASTM C123)   | \$ 225.00   |

| Task Code | Asphalt Concrete Tests   | Rate      |
|-----------|--|-----------|
| 75031     | HMA Mixing and Preparation   | \$ 129.00 |
| 75032     | HMA Mixing and Preparation with Aggregate Treatment  | \$ 181.00 |
| 75033     | Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)                | \$ 57.00  |
| 75036     | Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (ASTM D1188 and CTM 308A) | \$ 83.00  |
| 75040     | Emulsion Residue, Evaporation (ASTM D244)  | \$ 165.00 |
| 75024     | Extraction: % Bitumen (ASTM D6307, CTM 382)  | \$ 165.00 |
| 75027     | Extraction: % Bitumen and Gradation (ASTM D6444, D6307, CTM 202, 382)                        | \$ 222.00 |
| 75028     | Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)                               | \$ 361.00 |



| Task Code                                | Task Description   | Rate         |
|--|--|--------------|
| <b>Asphalt Concrete Tests, Continued</b> |  |              |
| 75030                                    | Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)                     | \$ 253.00    |
| 75042                                    | Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)                            | \$ 222.00    |
| 75057                                    | Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)                            | \$ 222.00    |
| 75048                                    | Lab Tested Maximum Density: Marshall, 3 Briquettes (ASTM D6926, D2726)                                       | \$ 217.00    |
| 75049                                    | Lab Tested Maximum Density: Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)                           | \$ 222.00    |
| 75050                                    | Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)     | \$ 83.00     |
| 75052                                    | Lab Tested Maximum Density: Superpave Gyrotory Compacted Briquette, Parafin, 1 Briquette (ASTM D1188, D6925) | \$ 93.00     |
| 75051                                    | Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)  | \$ 165.00    |
| 75066                                    | Marshall Stability and Flow, Cored Sample, Each (ASTM D6927)   | \$ 83.00     |
| 75069                                    | Marshall Stability and Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)                                      | \$ 237.00    |
| 75106                                    | Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)         | \$ 237.00    |
| 75107                                    | Marshall Stability and Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)                                 | \$ 237.00    |
| 75063                                    | Moisture Content (CTM 370)   | \$ 88.00     |
| 75005                                    | Wet Track Abrasion Test (ASTM D3910)   | \$ 170.00    |
| 75093                                    | Hveem Mix Design (Excluding Aggregate Quality Tests)   | \$ 5,356.00  |
| 75096                                    | Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)                            | \$ 5,815.00  |
| 75099                                    | Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)  | \$ 9,180.00  |
| 75094                                    | Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)                                  | \$ 6,386.00  |
| 75095                                    | Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)                               | \$ 7,416.00  |
| 75084                                    | Marshall Mix Design (Excluding Aggregate Quality Tests)  | \$ 5,356.00  |
| 75087                                    | Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)   | \$ 5,815.00  |
| 75090                                    | Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)  | \$ 6,386.00  |
| 75083                                    | Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)   | \$ 3,090.00  |
| 75109                                    | Superpave Mix Design (Excluding Aggregate Quality Tests)   | \$ 10,918.00 |
| 75113                                    | Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)   | \$ 11,536.00 |
| 75114                                    | Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)  | \$ 11,536.00 |
| 75115                                    | Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)                                     | \$ 11,845.00 |
| 75075                                    | Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)                           | \$ 1,030.00  |
| 75111                                    | Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)  | \$ 1,133.00  |
| 75039                                    | Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)  | \$ 206.00    |
| 75067                                    | Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)  | \$ 361.00    |
| 75068                                    | Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)  | \$ 309.00    |
| 75070                                    | Cold Recycled Asphalt Mix Design: 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)                        | \$ 10,815.00 |
| <b>Brick Masonry Tests, ASTM C67</b>     |  |              |
| 20301                                    | Modulus of Rupture: Flexural   | \$ 100.00    |
| 20303                                    | Compression Strength   | \$ 65.00     |
| 20305                                    | Absorption: 5 Hour or 24 Hour  | \$ 70.00     |
| 20307                                    | Absorption (Boil): 1, 2 or 5 Hours   | \$ 100.00    |
| 20309                                    | Initial Rate of Absorption   | \$ 80.00     |
| 20311                                    | Efflorescence  | \$ 80.00     |
| 20313                                    | Cores: Compression   | \$ 75.00     |
| 20315                                    | Shear Test on Brick Cores: 2 Faces   | \$ 100.00    |
| <b>Concrete Block, ASTM C140</b>         |  |              |
| 20321                                    | Compression  | \$ 90.00     |
| 20323                                    | Absorption/Moisture Content/Oven Dry Density   | \$ 90.00     |
| 20327                                    | Linear Shrinkage (ASTM C426)   | \$ 250.00    |
| 20335                                    | Web and Face Shell Measurements  | \$ 50.00     |
| 20329                                    | Tension Test   | \$ 160.00    |
| 20331                                    | Core Compression   | \$ 80.00     |
| 20333                                    | Shear Test of Masonry Cores: 2 Faces   | \$ 95.00     |
| 20339                                    | Efflorescence Tests  | \$ 75.00     |
| <b>Masonry Prisms, ASTM C1314</b>        |  |              |
| 20341                                    | Compression Test: Composite Masonry Prisms Up to 8" x 16"  | \$ 195.00    |
| 20343                                    | Compression Test: Composite Masonry Prisms Up to 8" x 16"  | \$ 260.00    |
| 20346                                    | Prism Cord Modulus of Elasticity   | \$ 600.00    |
| 20347                                    | Prism Cord Modulus of Elasticity with Transverse Strain (for Double-Wythe Specimen)                          | \$ 685.00    |

| Task Code  | Task Description   | Rate      |
|--|--|-----------|
| <b>Mortar and Grout</b>  |  |           |
| 20351  | Compression: 2" x 4" Mortar Cylinders (ASTM C780)  | \$ 57.00  |
| 20353  | Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)                   | \$ 42.00  |
| 20355  | Compression: 2" Cubes (ASTM C109)  | \$ 57.00  |
| 20357  | Compression: Cores Includes Trimming (ASTM C42)  | \$ 77.00  |
| <b>Masonry Specimen Preparation</b>  |  |           |
| 20155  | Cutting of Cubes or Prisms   | \$ 80.00  |
| <b>Fireproofing Tests</b>  |  |           |
| 20401  | Oven Dry Density (ASTM E605)   | \$ 72.00  |
| <b>Gunit and Shotcrete Tests</b>   |  |           |
| 20361  | Core Compression Including Trimming (ASTM C42)   | \$ 80.00  |
| 20365  | Compression: Cubes (Includes Saw Cutting)  | \$ 98.00  |
| <b>Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.</b> |  |           |
| 20371  | Compression Test (ASTM C495 and C472)  | \$ 70.00  |
| 20373  | Air Dry Density (ASTM C472)  | \$ 55.00  |
| 20379  | Oven Dry Density (ASTM C495)   | \$ 80.00  |
| <b>Reinforcing Steel, ASTM A615, A706</b>  |  |           |
| 20501  | Tensile Test: # 11 or Smaller  | \$ 70.00  |
| 20503  | Bend Test: # 11 or Smaller   | \$ 65.00  |
| 20504  | Bend Test #14 or #18   | \$ 385.00 |
| 20505  | Tensile Test: # 14   | \$ 270.00 |
| 20507  | Tensile Test: # 18   | \$ 370.00 |
| <b>Reinforcing Steel - Welded or Coupled Specimens</b>   |  |           |
| 20521  | Tensile Test: Welded/Coupled #11 and Smaller   | \$ 80.00  |
| 20523  | Tensile Test: Welded/Coupled #14   | \$ 280.00 |
| 20525  | Tensile Test: Welded/Coupled #18   | \$ 395.00 |
| 20529  | Weld: Macroetch  | \$ 90.00  |
| 20531  | Slippage Test - Caltrans (CTM 670)   | \$ 200.00 |
| 20532  | Tensile Test: Welded Hoops #11 and Smaller   | \$ 150.00 |
| <b>Metal and Steel Testing</b>   |  |           |
| 20601  | Tensile Strength: Up to 100K Pounds (Each)   | \$ 75.00  |
| 20603  | Tensile Strength: Up to 200K Pounds (Each)   | \$ 85.00  |
| 20605  | Tensile Strength: Up to 300K Pounds (Each)   | \$ 110.00 |
| 20607  | Tensile Strength: Up to 400K Pounds (Each)   | \$ 160.00 |
| 20609  | Tensile Strength: 400K to 600K Pounds (Each)   | \$ 385.00 |
| 20611  | Tensile Strength: Stress-Strain Percent Offset   | \$ 225.00 |
| 20645  | Weld: Macroetch  | \$ 90.00  |
| 20647  | Weld: Fracture   | \$ 45.00  |
| 20615  | Bend Test  | \$ 70.00  |
| 20617  | Flattening Test  | \$ 70.00  |
| 20619  | Hardness Test (ASTM E18)   | \$ 80.00  |
| 20630  | Bolt: Axial Tensile Test (Up to 7/8" diameter)   | \$ 65.00  |
| 20631  | Bolt: Wedge Tensile Test (Up to 7/8" diameter)   | \$ 80.00  |
| 20632  | Bolt: Axial Tensile Test (Greater than 7/8" Up to 1" diameter)                           | \$ 85.00  |
| 20633  | Bolt: Wedge Tensile Test (Greater than 7/8" Up to 1" diameter)                           | \$ 105.00 |
| 20634  | Bolt: Axial Tensile Test (Greater than 1" diameter)                                      | \$ 125.00 |
| 20635  | Bolt: Wedge Tensile Test (Greater than 1" diameter)                                      | \$ 135.00 |
| 20636  | Bolt: Proof Load Test (Up to 7/8")   | \$ 90.00  |
| 20637  | Bolt: Proof Load Test (Greater than 7/8" Up to 1" diameter)                              | \$ 110.00 |
| 20638  | Bolt: Proof Load Test (Greater than 1")  | \$ 130.00 |
| 20639  | Nut: Proof Load Test (Up to 7/8")  | \$ 70.00  |
| 20640  | Nut: Proof Load Test (Greater than 7/8" Up to 1" diameter)                               | \$ 90.00  |
| 20641  | Nut: Proof Load Test (Greater than 1")   | \$ 100.00 |
| <b>Chemical Testing of Metal and Steel</b>   |  |           |
| 80170  | Steel Chemical Analysis  | Quotation |
| 80173  | Weight of Galvanized Coating (ASTM A90)  | \$ 85.00  |
| 80176  | Epoxy Coating Thickness  | \$ 95.00  |
| 80177  | Coating Thickness  | \$ 90.00  |
| <b>Machining and Preparation of Tensile and Bend Sample: Carbon Steel</b>                      |  |           |
| 20751  | Machinist: Initial Preparation from Mock-Up, Etc. (Per Hour)                             | \$ 125.00 |
| 20753  | Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)                         | \$ 60.00  |
| 20755  | Machine to Test Configuration: Milled Specimens  | \$ 85.00  |
| 20757  | Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof) | \$ 155.00 |
| 20759  | Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)                       | \$ 105.00 |



| Task Code | Charpy Impact                     | Rate      |
|-----------|-----------------------------------|-----------|
| 20621     | Charpy Impact Ambient Temperature | \$ 95.00  |
| 20623     | Charpy Impact Reduced Temperature | \$ 125.00 |

| Task Code | Machining of Charpy Samples: Carbon Steel          | Rate      |
|-----------|--|-----------|
| 20780     | Cutting and Milling (Per 0.5" or Fraction Thereof) | \$ 85.00  |
| 20783     | Final Machining to Sample Configuration            | \$ 105.00 |

| Task Code | Prestressing Wires and Tendons, (ASTM A416)                                  | Rate      |
|-----------|--|-----------|
| 20701     | Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset) | \$ 240.00 |
| 20703     | Tensile Test Only  | \$ 180.00 |
| 20705     | Tendons  | Quotation |

| Task Code | Polymer Matrix Composite Materials (Fiberwrap)                     | Rate        |
|-----------|--|-------------|
| 20706     | Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039) | \$ 1,350.00 |
| 20707     | Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)  | \$ 250.00   |
| 20708     | Heating Chamber Time – Per 24 hr period                            | \$ 95.00    |

| Task Code | Calibration Services and Universal Machine Usage | Rate      |
|-----------|--|-----------|
| 20801     | Calibration/Verification Services                | Quotation |
| 20803     | Universal Test Machine Usage (Per Hour)          | \$ 450.00 |

**Ceramic Tile Testing Division** Rate

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

|   |           |
|---|-----------|
| Cyclic and Fatigue Testing Programs on Special Products/Parts   | Quotation |
| Engineering and Technical supports/Design of Prototypes and Special Test Set-Up   | Quotation |
| Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions      | Quotation |
| Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732) | Quotation |
| Field Testing of Structures and Structural Elements   | Quotation |
| In-Place Shear Testing  | Quotation |
| Materials and/or Product Evaluation Per Specifications  | Quotation |
| Structural Dynamic Testing and Durability Analysis  | Quotation |

**General Conditions**

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.  
 NOTE: A minimum of 24 hours notice is required for testing and inspection services.

**Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)**

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.  
 4-Hour Minimum: 1 to 4 hours of inspection  
 8-Hour Minimum: Over 4 to 8 hours of inspection

"General Decision Number: CA20230022 03/17/2023

Superseded General Decision Number: CA202220022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|  |  |
|--|--|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul> |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all</li> </ul>   |

|  |  |
|--|--|
|  | hours spent performing on that contract in 2023. |
|--|--|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2023       |
| 1                   | 01/13/2023       |
| 2                   | 01/20/2023       |
| 3                   | 02/10/2023       |
| 4                   | 03/17/2023       |

ASBE005-002 07/04/2022

|  | Rates | Fringes |
|--|-------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 49.58 | 25.27 |         |
| Fire Stop Technician<br>(Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 32.09                       | 19.66 |         |

ASBE005-004 07/04/2022

|  | Rates | Fringes |
|--|-------|---------|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, |       |         |

scrapping, vacuuming, bagging  
 and disposing of all  
 insulation materials from  
 mechanical systems, whether  
 they contain asbestos or not)....\$ 23.52                    13.37

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 BOIL0092-003 01/01/2021

|       |  |         |
|-------|--|---------|
| Rates |  | Fringes |
|-------|--|---------|

|                  |          |       |
|------------------|----------|-------|
| BOILERMAKER..... | \$ 46.03 | 38.81 |
|------------------|----------|-------|

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 \* BRCA0004-007 05/01/2020

|       |  |         |
|-------|--|---------|
| Rates |  | Fringes |
|-------|--|---------|

|                                |          |       |
|--------------------------------|----------|-------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.53 | 19.48 |
|--------------------------------|----------|-------|

\*The wage scale for prevailing wage projects performed in  
 Blythe, China Lake, Death Valley, Fort Irwin, Twenty-Nine  
 Palms, Needles and 1-15 corridor (Barstow to the Nevada  
 State Line) will be Three Dollars (\$3.00) above the  
 standard San Bernardino/Riverside County hourly wage rate

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 BRCA0018-004 06/01/2022

|       |  |         |
|-------|--|---------|
| Rates |  | Fringes |
|-------|--|---------|

|                      |          |       |
|----------------------|----------|-------|
| MARBLE FINISHER..... | \$ 37.87 | 14.13 |
| TILE FINISHER.....   | \$ 32.44 | 12.54 |
| TILE LAYER.....      | \$ 45.05 | 18.33 |

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 BRCA0018-010 09/01/2022

|       |  |         |
|-------|--|---------|
| Rates |  | Fringes |
|-------|--|---------|

|                             |          |       |
|-----------------------------|----------|-------|
| TERRAZZO FINISHER.....      | \$ 38.37 | 14.13 |
| TERRAZZO WORKER/SETTER..... | \$ 46.49 | 14.66 |

-----  
 CARP0213-001 07/01/2021

|       |  |         |
|-------|--|---------|
| Rates |  | Fringes |
|-------|--|---------|

CARPENTER  
 (1) Carpenter, Cabinet  
 Installer, Insulation  
 Installer, Hardwood Floor  
 Worker and acoustical

|   |          |       |
|---|----------|-------|
| installer.....  | \$ 51.60 | 16.28 |
| (2) Millwright.....   | \$ 52.10 | 16.48 |
| (3) Piledrivermen/Derrick<br>Bargeman, Bridge or Dock<br>Carpenter, Heavy Frammer,<br>Rock Bargeman or Scowman,<br>Rockslinger, Shingler<br>(Commercial)..... | \$ 51.73 | 16.28 |
| (4) Pneumatic Nailer,<br>Power Stapler.....   | \$ 51.85 | 16.28 |
| (5) Sawfiler.....   | \$ 51.69 | 16.28 |
| (6) Scaffold Builder.....   | \$ 42.80 | 16.28 |
| (7) Table Power Saw<br>Operator.....  | \$ 51.70 | 16.28 |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0213-002 07/01/2021

|                           |           |         |
|---------------------------|-----------|---------|
| Diver                     | Rates     | Fringes |
| (1) Wet.....              | \$ 834.40 | 16.28   |
| (2) Standby.....          | \$ 445.84 | 16.28   |
| (3) Tender.....           | \$ 437.84 | 16.28   |
| (4) Assistant Tender..... | \$ 413.84 | 16.28   |

Amounts in "Rates" column are per day

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 CARP0213-004 07/01/2021

|                              |          |         |
|------------------------------|----------|---------|
| Drywall                      | Rates    | Fringes |
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28   |
| STOCKER/SCRAPPER.....        | \$ 22.16 | 8.62    |

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 CARP0721-001 07/01/2021

|                                  |          |         |
|----------------------------------|----------|---------|
| Modular Furniture Installer..... | \$ 21.85 | 7.15    |
|                                  | Rates    | Fringes |

\* ELEC0011-004 01/30/2023

|   | Rates    | Fringes  |
|---|----------|----------|
| ELECTRICIAN (INSIDE<br>ELECTRICAL WORK)   |          |          |
| Journeyman Electrician.....   | \$ 59.00 | 3%+29.77 |
| ELECTRICIAN (INTELLIGENT<br>TRANSPORTATION SYSTEMS Street<br>Lighting, Traffic Signals,<br>CCTV, and Underground Systems) |          |          |
| Journeyman Transportation<br>Electrician.....   | \$ 59.00 | 3%+29.77 |
| Technician.....   | \$ 44.25 | 3%+29.77 |

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

\* ELEC0011-005 12/27/2021

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 43.87 | 3%+15.03 |
| Technician.....       | \$ 33.30 | 3%+27.82 |

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

- A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems
- B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide
- C. \*Fire Alarm Systems-installation, wire pulling and testing.
- D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2022

Rates Fringes

LINE CONSTRUCTION

|  |          |       |
|--|----------|-------|
| (1) Lineman; Cable splicer..   | \$ 64.40 | 22.58 |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 50.00 | 21.30 |
| (3) Groundman.....   | \$ 38.23 | 20.89 |
| (4) Powderman.....   | \$ 51.87 | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 63.95 37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2022

OPERATOR: Power Equipment  
(All Other Work)

|               | Rates    | Fringes |
|---------------|----------|---------|
| GROUP 1.....  | \$ 51.90 | 30.70   |
| GROUP 2.....  | \$ 52.68 | 30.70   |
| GROUP 3.....  | \$ 52.97 | 30.70   |
| GROUP 4.....  | \$ 54.46 | 30.70   |
| GROUP 5.....  | \$ 48.96 | 25.25   |
| GROUP 6.....  | \$ 54.68 | 30.70   |
| GROUP 8.....  | \$ 54.79 | 30.70   |
| GROUP 9.....  | \$ 49.29 | 25.25   |
| GROUP 10..... | \$ 54.91 | 30.70   |
| GROUP 11..... | \$ 49.41 | 25.25   |
| GROUP 12..... | \$ 55.08 | 30.70   |
| GROUP 13..... | \$ 55.18 | 30.70   |
| GROUP 14..... | \$ 55.21 | 30.70   |
| GROUP 15..... | \$ 55.29 | 30.70   |
| GROUP 16..... | \$ 55.41 | 30.70   |
| GROUP 17..... | \$ 55.58 | 30.70   |
| GROUP 18..... | \$ 55.68 | 30.70   |
| GROUP 19..... | \$ 55.79 | 30.70   |
| GROUP 20..... | \$ 55.91 | 30.70   |
| GROUP 21..... | \$ 56.08 | 30.70   |
| GROUP 22..... | \$ 56.18 | 30.70   |
| GROUP 23..... | \$ 56.29 | 30.70   |
| GROUP 24..... | \$ 56.41 | 30.70   |
| GROUP 25..... | \$ 56.58 | 30.70   |

OPERATOR: Power Equipment  
(Cranes, Piledriving & Hoisting)

|               |          |       |
|---------------|----------|-------|
| GROUP 1.....  | \$ 53.25 | 30.70 |
| GROUP 2.....  | \$ 54.03 | 30.70 |
| GROUP 3.....  | \$ 54.32 | 30.70 |
| GROUP 4.....  | \$ 54.46 | 30.70 |
| GROUP 5.....  | \$ 54.68 | 30.70 |
| GROUP 6.....  | \$ 54.79 | 30.70 |
| GROUP 7.....  | \$ 54.91 | 30.70 |
| GROUP 8.....  | \$ 55.08 | 30.70 |
| GROUP 9.....  | \$ 55.25 | 30.70 |
| GROUP 10..... | \$ 56.25 | 30.70 |
| GROUP 11..... | \$ 57.25 | 30.70 |
| GROUP 12..... | \$ 58.25 | 30.70 |
| GROUP 13..... | \$ 59.25 | 30.70 |

OPERATOR: Power Equipment

(Tunnel Work)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 54.53 | 30.70 |
| GROUP 2..... | \$ 54.82 | 30.70 |
| GROUP 3..... | \$ 54.96 | 30.70 |
| GROUP 4..... | \$ 55.18 | 30.70 |
| GROUP 5..... | \$ 55.29 | 30.70 |
| GROUP 6..... | \$ 55.41 | 30.70 |
| GROUP 7..... | \$ 55.71 | 30.70 |

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator--inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economical or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

**GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).**

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene

or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9 : Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

- GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)
- GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)
- GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E,

MDM. Continue S to the SW corner of T325, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T325, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, S8B to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along west side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thick strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern

County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue west along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2022

| OPERATOR: Power Equipment (DREDGING)            | Rates    | Fringes |
|---|----------|---------|
| (1) Leverman.....                               | \$ 61.60 | 32.50   |
| (2) Dredge dozer.....                           | \$ 55.63 | 32.50   |
| (3) Deckmate.....                               | \$ 55.52 | 32.50   |
| (4) Winch operator (stern winch on dredge)..... | \$ 54.97 | 32.50   |

(5) Fireman-Oiler,  
 Deckhand, Bargeman,  
 Levehand.....\$ 54.43                   32.50  
 (6) Barge Mate.....\$ 55.04                   32.50

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 IRON0433-006 01/01/2023

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 41.28 | 25.66   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 46.20 | 34.30   |

PREMIUM PAV:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
 Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
 Center-Goldstone, San Clemente Island, San Nicholas Island,  
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
 Naval Post Graduate School - Monterey, Yermo Marine Corps  
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-001 07/01/2022

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 37.32 | 21.45   |

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 LAB00300-003 07/01/2022

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 45.68 | 23.30   |

|              |          |       |
|--------------|----------|-------|
| GROUP 2..... | \$ 46.00 | 23.30 |
| GROUP 3..... | \$ 46.46 | 23.30 |
| GROUP 4..... | \$ 47.15 | 23.30 |
| LABORER      |          |       |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shovelers; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00300-005 08/01/2022

Asbestos Removal Laborer.....\$ 39.23 23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

LABORER (GUNITE)
GROUP 1.....\$ 48.50 21.37
GROUP 2.....\$ 47.55 21.37

GROUP 3.....\$ 44.01 21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2022

Rates Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 40.69 18.25

(2) Vehicle Operator/Hauler.\$ 40.86 18.25

(3) Horizontal Directional Drill Operator.....\$ 42.71 18.25

(4) Electronic Tracking Locator.....\$ 44.71 18.25

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....\$ 41.90 21.32

GROUP 2.....\$ 43.20 21.32

GROUP 3.....\$ 45.21 21.32

GROUP 4.....\$ 46.95 21.32

LABORERS - STRIPING CLASSIFICATIONS

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface

in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/03/2022

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| LABORER                       |          |         |
| PLASTER CLEAN-UP LABORER..... | \$ 38.92 | 23.32   |
| PLASTER TENDER.....           | \$ 41.47 | 23.32   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12   |

(2) All Other Work.....\$ 33.12 17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 09/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER

Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 42.15 23.52  
Remainder of Los Angeles County.....\$ 46.28 23.52

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PAIN0036-015 01/01/2020

Rates Fringes

GLAZIER.....\$ 43.45 23.39  
FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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\* PAIN1247-002 01/01/2023

Rates Fringes

SOFT FLOOR LAYER.....\$ 41.60 16.38

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PLAS0200-009 08/03/2022

Rates Fringes

PLASTERER.....\$ 47.37 19.64

PLAS0500-002 07/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91   |

PLUM0016-001 09/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER   |          |         |
| Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....   | \$ 53.51 | 25.28   |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....   | \$ 40.95 | 23.61   |
| All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work..... | \$ 55.18 | 26.26   |

PLUMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....

Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....

PLUM0345-001 09/01/2022

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| PLUMBER                       |          |         |
| Landscape/Irrigation Fitter.. | \$ 38.20 | 25.65   |
| Sewer & Storm Drain Work....  | \$ 42.29 | 23.03   |

ROOF0036-002 08/01/2022

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 43.47 | 19.52   |

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or

pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCa0669-013 04/01/2022

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

SPRINKLER FITTER.....\$ 43.25 26.77

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SFCa0709-005 01/01/2021

THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

SPRINKLER FITTER (Fire).....\$ 48.71 29.15

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SHEE0105-002 01/01/2023

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

Rates Fringes

SHEET METAL WORKER

(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....\$ 32.20

10.56

(2) Modernization :

Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or

conservation improvements of central heating and AC equipment.....\$ 32.20

10.86

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SHEE0105-003 01/01/2023

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

|   | Rates    | Fringes |
|---|----------|---------|
| SHEET METAL WORKER  |          |         |
| (1) Commercial - New Construction and Remodel work.....   | \$ 53.67 | 29.74   |
| (2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort.... | \$ 53.67 | 29.74   |

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SHEE0105-004 07/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 42.53 | 28.94   |

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TEAM0011-002 07/01/2022

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| GROUP 1..... | \$ 36.19 | 32.54   |
| GROUP 2..... | \$ 36.34 | 32.54   |
| GROUP 3..... | \$ 36.47 | 32.54   |
| GROUP 4..... | \$ 36.66 | 32.54   |
| GROUP 5..... | \$ 36.69 | 32.54   |
| GROUP 6..... | \$ 36.72 | 32.54   |
| GROUP 7..... | \$ 36.97 | 32.54   |
| GROUP 8..... | \$ 37.22 | 32.54   |
| GROUP 9..... | \$ 37.42 | 32.54   |

|               |          |       |
|---------------|----------|-------|
| GROUP 10..... | \$ 37.72 | 32.54 |
| GROUP 11..... | \$ 38.22 | 32.54 |
| GROUP 12..... | \$ 38.65 | 32.54 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
 El Centro Naval Facility, Fort Irwin, Marine Corps  
 Logistics Base at Nebo & Yermo, Mountain Warfare Training  
 Center, Bridgeport, Point Arguello, Point Conception,  
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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"END OF GENERAL DECISION"  
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# EXHIBIT “C”

City’s Representative:

Hugo Liu, Civil Engineering Associate

(562) 570-6195

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employees:

Laura DV Smets, Executive Sponsor

Tony Mouser, Construction Manager/ Resident  
Engineer