

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 City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 March 1, 2021, and shall terminate at 11:59 p.m. on February 28, 2023, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The term may be extended for three (3) additional one-year periods, at
8 the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

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

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

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

7 5. INSURANCE.

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

15 i. Commercial general liability insurance (equivalent in
16 scope to ISO form CG 00 01 10 93) in an amount not less than One Million
17 Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars
18 (\$2,000,000.00) general aggregate. This coverage shall include but not be
19 limited to broad form contractual liability, cross liability, independent
20 contractors liability, and products and completed operations liability. City, its
21 boards and commissions, and their officials, employees and agents shall be
22 named as additional insureds by endorsement (on City's endorsement form
23 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or
24 CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20
25 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special
26 limitations on the scope of protection given to City, its boards and
27 commissions, and their officials, employees and agents. This policy shall be
28 endorsed to state that the insurer waives its right of subrogation against City,

1 its boards and commissions, and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the
3 California Labor Code and employer's liability insurance in an amount not
4 less than One Million Dollars (\$1,000,000.00) per accident or occupational
5 illness. This policy shall be endorsed to state that the insurer waives its right
6 of subrogation against City, its boards and commissions, and their officials,
7 employees and agents.

8 iii. Professional liability or errors and omissions insurance
9 in an amount not less than Two Million Dollars (\$2,000,000.00) per claim.

10 iv. Commercial automobile liability insurance (equivalent in
11 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
12 an amount not less than Two Million Dollars (\$2,000,000) combined single
13 limit per accident.

14 v. Umbrella liability in an amount Four Million Dollars
15 (\$4,000,000) per claim covering the services provided pursuant to this
16 Agreement. Insurance requirements may be satisfied by a combination of
17 primary and excess/umbrella coverage.

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

23 C. Each insurance policy shall be endorsed to state that coverage
24 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
25 written notice to City, shall be primary and not contributing to any other insurance
26 or self-insurance maintained by City, and shall be endorsed to state that coverage
27 maintained by City shall be excess to and shall not contribute to insurance or self-
28 insurance maintained by Consultant. Consultant shall notify City in writing within

1 five (5) days after any insurance has been voided by the insurer or cancelled by the
2 insured.

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

9 E. Consultant shall require that all subconsultants or contractors
10 that Consultant uses in the performance of these services maintain insurance in
11 compliance with this Section unless otherwise agreed in writing by City's Risk
12 Manager or designee.

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

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

28 H. The procuring or existence of insurance shall not be construed

1 or deemed as a limitation on liability relating to Consultant's performance or as full
2 performance of or compliance with the indemnification provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
4 contemplates the personal services of Consultant and Consultant's employees, and the
5 parties acknowledge that a substantial inducement to City for entering this Agreement was
6 and is the professional reputation and competence of Consultant and Consultant's
7 employees. Consultant shall not assign its rights or delegate its duties under this
8 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
9 of City, except that Consultant may with the prior approval of the City Manager of City,
10 assign any moneys due or to become due Consultant under this Agreement. Any
11 attempted assignment or delegation shall be void, and any assignee or delegate shall
12 acquire no right or interest by reason of an attempted assignment or delegation.
13 Furthermore, Consultant shall not subcontract any portion of its performance without the
14 prior approval of the City Manager or designee, or substitute an approved subconsultant
15 or contractor without approval prior to the substitution. Nothing stated in this Section shall
16 prevent Consultant from employing as many employees as Consultant deems necessary
17 for performance of this Agreement.

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

28 8. MATERIALS. Consultant shall furnish all labor and supervision,

1 supplies, materials, tools, machinery, equipment, appliances, transportation and services
2 necessary to or used in the performance of Consultant's obligations under this Agreement,
3 except as stated in Exhibit "D".

4 9. OWNERSHIP OF DATA. All materials, information and data
5 prepared, developed or assembled by Consultant or furnished to Consultant in connection
6 with this Agreement, including but not limited to documents, estimates, calculations,
7 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
8 models, reports, summaries, drawings, designs, notes, plans, information, material and
9 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
10 in a format identified by City, and City shall have the unrestricted right to use and disclose
11 the Data in any manner and for any purpose without payment of further compensation to
12 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
13 Data shall not be made available to any person or entity for use without the prior approval
14 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

25 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
26 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
27 performing its services, during the term of this Agreement and for five (5) years following
28 expiration or termination of this Agreement. In addition, Consultant shall keep confidential

1 all information, whether written, oral or visual, obtained by any means whatsoever in the
2 course of performing its services for the same period of time. Consultant shall not disclose
3 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
4 of others except for the purpose of this Agreement.

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

11 13. ADDITIONAL COSTS AND REDESIGN.

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

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

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach waived, except in writing signed by the parties which

1 expressly refers to this Agreement.

2 15. LAW. This Agreement shall be construed in accordance with the laws
3 of the State of California, and the venue for any legal actions brought by any party with
4 respect to this Agreement shall be the County of Los Angeles, State of California for state
5 actions and the Central District of California for any federal actions. Consultant shall cause
6 all work performed in connection with construction of the Project to be performed in
7 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
8 county or municipal governments or agencies (including, without limitation, all applicable
9 federal and state labor standards, including the prevailing wage provisions of sections 1770
10 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
11 marshal, health officer, building inspector, or other officer of every governmental agency
12 now having or hereafter acquiring jurisdiction.

13 16. PREVAILING WAGES.

14 A. Consultant agrees that all public work (as defined in California
15 Labor Code section 1720) performed pursuant to this Agreement (the "Public
16 Work"), if any, shall comply with the requirements of California Labor Code sections
17 1770 *et seq.* City makes no representation or statement that the Project, or any
18 portion thereof, is or is not a "public work" as defined in California Labor Code
19 section 1720.

20 B. In all bid specifications, contracts and subcontracts for any
21 such Public Work, Consultant shall obtain the general prevailing rate of per diem
22 wages and the general prevailing rate for holiday and overtime work in this locality
23 for each craft, classification or type of worker needed to perform the Public Work,
24 and shall include such rates in the bid specifications, contract or subcontract. Such
25 bid specifications, contract or subcontract must contain the following provision: "It
26 shall be mandatory for the contractor to pay not less than the said prevailing rate of
27 wages to all workers employed by the contractor in the execution of this contract.
28 The contractor expressly agrees to comply with the penalty provisions of California

1 Labor Code section 1775 and the payroll record keeping requirements of California
2 Labor Code section 1771.”

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

6 18. INDEMNITY.

7 A. Consultant shall indemnify, protect and hold harmless City, its
8 Boards, Commissions, and their officials, employees and agents (“Indemnified
9 Parties”), from and against any and all liability, claims, demands, damage, loss,
10 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
11 costs and expenses, to the extent arising or alleged to have arisen out of or in
12 connection with (1) Consultant’s breach or failure to comply with any of its
13 obligations contained in this Agreement, including any obligations arising from the
14 Project’s compliance with or failure to comply with applicable laws, including all
15 applicable federal and state labor requirements including, without limitation, the
16 requirements of California Labor Code section 1770 *et seq.* or (2) negligent acts or
17 willful misconduct, errors, omissions or misrepresentations committed by
18 Consultant, its officers, employees, agents, subcontractors, or anyone under
19 Consultant’s control, in the performance of work or services under this Agreement
20 (collectively “Claims” or individually “Claim”).

21 B. In addition to Consultant’s duty to indemnify, Consultant shall
22 have a separate and wholly independent duty to defend Indemnified Parties at
23 Consultant’s expense by legal counsel approved by City, from and against all Claims
24 related to Consultant’s negligence or willful acts, errors, or omissions or
25 misrepresentations, and shall continue this defense until the Claims are resolved,
26 whether by settlement, judgment or otherwise. No finding or judgment of
27 negligence, fault, breach, or the like on the part of Consultant shall be required for
28 the duty to defend to arise. City shall notify Consultant of any Claim, shall tender

1 the defense of the Claim to Consultant, and shall assist Consultant, as may be
2 reasonably requested, in the defense.

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

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

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

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

20 21. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and subject
22 to applicable rules and regulations, Consultant shall not discriminate against any
23 employee or applicant for employment because of race, religion, national origin,
24 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
25 disability. Consultant shall ensure that applicants are employed, and that
26 employees are treated during their employment, without regard to these bases.
27 These actions shall include, but not be limited to, the following: employment,
28 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

1 termination; rates of pay or other forms of compensation; and selection for training,
2 including apprenticeship.

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

14 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
15 accordance with the provisions of the Ordinance, this Agreement is subject to the
16 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
17 Long Beach Municipal Code, as amended from time to time.

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

22 "During the performance of a contract with the City of Long Beach, the
23 Consultant will provide equal benefits to employees with spouses and its
24 employees with domestic partners. Additional information about the City of
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of
26 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

13 23. NOTICES. Any notice or approval required by this Agreement shall
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
15 postage prepaid, addressed to Consultant at the address first stated above, and to City at
16 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
17 to the City Engineer at the same address. Notice of change of address shall be given in
18 the same manner as stated for other notices. Notice shall be deemed given on the date
19 deposited in the mail or on the date personal delivery is made, whichever occurs first.

20 24. COPYRIGHTS AND PATENT RIGHTS.

21 A. Consultant shall place the following copyright protection on all
22 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

27 C. Consultant warrants that the Data does not violate or infringe
28 any patent, copyright, trade secret or other proprietary right of any other party.

1 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
2 and employees harmless from any and all claims, demands, damages, loss, liability,
3 causes of action, costs or expenses (including reasonable attorney's fees) whether
4 or not reduced to judgment, arising from any breach or alleged breach of this
5 warranty.

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

14 26. WAIVER. The acceptance of any services or the payment of any
15 money by City shall not operate as a waiver of any provision of this Agreement or of any
16 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
17 Agreement shall not constitute a waiver of any other or subsequent breach of this
18 Agreement.

19 27. CONTINUATION. Termination or expiration of this Agreement shall
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
21 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

22 28. TAX REPORTING. As required by federal and state law, City is
23 obligated to and will report the payment of compensation to Consultant on Form 1099-
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
25 resulting from payments under this Agreement. Consultant shall submit Consultant's
26 Employer Identification Number (EIN), or Consultant's Social Security Number if
27 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
28 Financial Management. Consultant acknowledges and agrees that City has no obligation

1 to pay Consultant until Consultant provides one of these numbers.

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

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

9 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
10 designed to or entered for the purpose of creating any benefit or right for any person or
11 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.

JACOBS PROJECT MANAGEMENT CO.,
a Delaware corporation

APRIL 21, 2021

By [Signature]
Name RONALD C. SIECKE
Title PRINCIPAL IN CHARGE

April 22, 2021

By [Signature]
Name LISA ALLIGER
Title Vice President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

May 4, 2021

By [Signature]
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

This Agreement is approved as to form on May 1, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

SEE ATTACHED
ACKNOWLEDGMENT

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

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

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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.

JACOBS PROJECT MANAGEMENT CO.,
a Delaware corporation

APRIL 21, 2021

By [Signature]
Name RONALD C. SIBCKE
Title PRINCIPAL IN CHARGE

April 22, 2021

By [Signature]
Name Lisa Alliger
Title Vice President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

SEE ATTACHED
ACKNOWLEDGMENT

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of SHASTA }

On APRIL 22, 21 before me, D. BURNS - NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared LISA ANN ALLIGIER,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

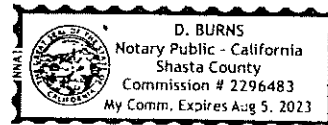
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D Burns

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On April 21st, 2021 before me, Gabriel Paul Peransi, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Ronald C. Siecke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ronald C. Siecke* (Seal)

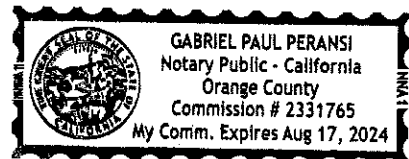


EXHIBIT “A-1”

Request for Qualifications AP19-132



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

City of Long Beach

Request For Qualifications Number AP19-132

For Engineering Construction Management Services for Various Development Projects at Long Beach Airport

Release Date:	10/03/2019
Mandatory Pre-SOQ Conference:	10/16/2019
Questions Due to the City:	10/24/2019
Posting of the Q & A:	11/18/2019
Due Date:	12/17/2019

City Contact: *Sokunthea Kol* *Buyer II* *562-570-6123*

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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ATTACHMENTS

- 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
- H INSURANCE REQUIREMENTS
- I DBE INSTRUCTIONS AND FORMS

APPENDICES

- A PROJECT DESCRIPTIONS
- B FAA - DESIGN AND ENGINEERING STANDARDS
- C FAA - AIRPORT CONSTRUCTION STANDARDS
- D FAA - AIRPORT ENGINEERING BRIEFS
- E SCOPE OF SERVICES SAMPLES
- F CONSULTANT SERVICES FEE SAMPLE
- G FEDERAL PROVISIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS UNDER THE AIRPORT IMPROVEMENT PROGRAM



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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 qualified and experienced professional Consultants to provide various Engineering Construction Management services, and other expert consulting services for Airport development projects. The nature of the Scope of Services will generally include, but are not limited to, architectural, civil, geotechnical, structural, mechanical, and electrical engineering. The City encourages businesses of all sizes to participate in the RFQ process. The City desires to enter into multiple non-exclusive contracts for the Scope of Services and will issue task orders based on available funding and phasing.

This RFQ shall include, but is not limited to, the following projects:

- Taxiway D Rehabilitation
- Runway 16R-34L Conversion to Taxiway B
- Taxiway L Improvements
- Taxiway and Taxilane F Reconstruction, and
- Additional unforeseen and as-needed projects that are not subject to federal grants

The Airport will issue a subsequent request for a general project proposal to a select number of Short-listed Consultants. Generally, the projects will focus on rehabilitating pavement to sustain a projected 20-year usable pavement life. The project will also include updating the runway and associated taxiways to the current FAA airport geometry and lighting standards while incorporating the decisions derived from the Airfield Geometry Study (AGS) Preferred Alternative 3A. The value of the requested scope of services is anticipated to be \$4M total.

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.

The Awarded Consultant(s) will be tentatively selected based on qualifications and subsequent task order 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 negotiations with the firm ranked next.



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2. ACRONYMS/DEFINITIONS

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

AC	Advisory Circular
ACIP	Airport Capital Improvement Plan
AGS	Airfield Geometry Study
Awarded Consultant	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFQ.
City	The City of Long Beach and any department or agency identified herein.
Consultant	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.
Contractor	See "Consultant"
CSPP	Construction Safety and Phasing Plan
DBE	Disadvantaged Business Enterprise
Department / Division	City of Long Beach, Long Beach Airport, Engineering Division.
Engineer	The Airport Engineer of the City of Long Beach and designated representatives.
Engineering Services	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



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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.

Evaluation/Selection Committee

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).

FAA

Federal Aviation Administration

FBO

Fixed Base Operator

Fee

Compensation paid to the Consultant for professional services rendered

Fixed Fee

A percentage rate applied to all estimated costs, including overhead, to determine payment for profit, willingness to serve, and assumption of responsibility

LGB

Long Beach Airport

May

Indicates something that is not mandatory but permissible.

PFC

Passenger Facility Charge. A passenger facility fee imposed by a public agency on passengers enplaned at a commercial service airport it controls for purposes of financing airport planning, land acquisition, development, or other approved projects.

Primary Engineer/Principal Consultant

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.

Proposer

See "Consultant"

RFQ

Request for Qualifications.

Shall / Must

Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a SOQ as non-responsive.

Should

Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the



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City may, at its sole option, ask the Contractor to provide the information or evaluate the SOQ without the information.

SOQ	Statement of Qualifications submitted in response to this RFQ
Sponsor	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.
SRM	Safety Risk Management
SSCP	Security Screening Checkpoint
Subcontractor/ Subconsultant	Third party not directly employed by the Consultant who will provide services identified in this RFQ.
TAIP	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 50 daily slots for air carrier operations. Five major airlines (JetBlue, Southwest, American Airlines, Delta, and Hawaiian Airlines), along with smaller charter operators, served more than 3.9 million passengers in calendar year 2018. In addition to commercial operations, aircraft manufacturing and the completion center for Gulfstream corporate jets and four Fixed Base Operators (FBO) also operate at LGB. Cargo operations by FedEx and UPS handled just over 48 million pounds of cargo last year. This activity in 2018 combined with a healthy general aviation component, provided LGB with just over 274,000 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 complete in 2021. 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 Airport Improvement Program (AIP) to ensure that the Airport



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continues to conform to existing and future demands, facilitates safe and efficient operations, and maintains FAA compliant airfield.

In 2002, the FAA identified LGB as one of the sixteen assessed airports that would benefit from safety enhancements to prevent runway incursions. The FAA also identified multiple "Hot Spots" or high risk of incursion locations within the LGB airfield. The Airport subsequently completed a multi-year geometry study that was intended to address the complexities of the airfield geometry. In December 2014, City council approved the Alternative 3A recommendation from the AGS as the preferred solution. The solutions comprise numerous airfield geometry reconfigurations to be implemented incrementally over 20+ years to construct. LGB has incorporated these recommendations into the LGB Airport Layout Plan (ALP) and the Airport Capital Improvement Plans (ACIP). Additional detailed information regarding each project are listed in Appendix A Project Descriptions.

- 3.2 **General Scope.** The City desires to engage the services of professional consulting firms to provide Construction Management services for various development projects at the Airport. Potential projects include, but are not limited to, those contained in the Airport's Capital Improvement Plan (ACIP) provided in Appendix A Project Description. The work funded under Federal grant programs, are expected to be accomplished during the course of several grant cycles.
- 3.3 **Architectural/Engineering Services.** The main category of Consultant services that are utilized for projects conducted under airport grant programs for this RFQ is Engineering Services, specifically, construction administration / inspection of airport projects. This category of basic services are discussed below.
 - 3.3.1 **Engineering services for Airport development projects.** This category includes the basic Engineering services normally required for airport development projects. It involves services generally of a civil, geotechnical, structural, mechanical, and/or electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in Section 3-4 – Special Services. The basic services are usually conducted in, but are not limited to, the phases summarized below:
 - a. **Bidding and Negotiation Phase.** These activities are sometimes considered part of the construction phase. They involve assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
 - b. **Construction Phase.** This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:



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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 periodically 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. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
 6. Preparing and negotiating change orders and supplemental agreements.
 7. Observing or reviewing performance tests required by specifications.
 8. 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.
 9. Making final inspections and submitting punch-lists.
 10. Preparing a Final Construction Report of the completed project to the City.
 11. Reviewing operations and maintenance manuals.
- c. **Project Closeout 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 report.
 4. Preparing summary of project change orders.



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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.

3.4 **Special Services.** Consultants performing special services may be employed directly by the Airport to implement one or more phases of a 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. Some examples of special services that might be employed for Airport projects include, but are not limited to, the following:

1. Detailed mill, shop and/or laboratory inspections of materials and equipment.
2. Land surveys and topographic maps.
3. Field and/or construction surveys.
4. Onsite construction inspection and/or management involving services of a fulltime resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
5. Expert witness testimony in litigation involving specific projects.
6. Preparation of final report.

3.5 **Division of Responsibility and Authority.** It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic 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 **Expected Projects.** If multiple firms are selected, the expected projects to be performed by each firm will be defined for federally funded projects, together with the statement of work and the required services, at the time of consultant selection



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process, before contract award. The Airport will provide notification to each firm of the projects they were awarded.

- 3.7 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.

4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFQ, submit all inquiries via email to rppurchasing@longbeach.gov by 4:00 PM, PST on October 24, 2019. Responses to the questions will be posted on the City's website 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)**

<u>TASK</u>	<u>DATE/TIME</u>
Mandatory Pre-SOQ Conference	October 16, 2019 at 11:00 am
Deadline for submitting questions	October 24, 2019 by 4:00 pm
Answers to all questions submitted available	November 18, 2019 by 4:00 pm
Deadline for submission of SOQ	December 17, 2019 by 11:00 am
Evaluation period	December 2019 – January 2020
Short-list and Invitation for Interview	Week of January 6, 2020
Interview Presentations	Week of January 20, 2020
Selection of Consultant	On or about January 2020

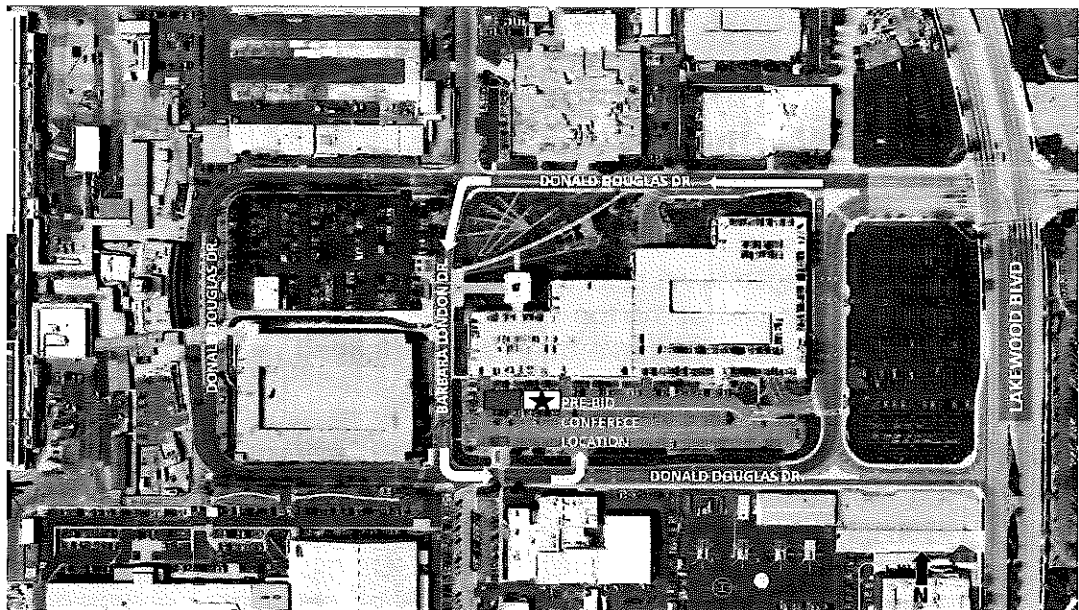
NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.



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4.2.1 Mandatory Pre-SOQ Conference

A mandatory pre-SOQ meeting is scheduled for **October 16, 2019 at 11:00 AM at LGB Engineering Field Construction Office, 4339 Donald Douglas Dr., Long Beach CA 90808** (located on the surface parking lot directly south of Parking Structure B. Entrance is through eastbound Donald Douglas Drive). Attendees are encouraged to park at the surface lot adjacent to the LGB Field Construction Office. Parking at the surface lot is free of charge. Valet will NOT be validated.



RSVPs are required and helpful in determining the required resources needed to conduct the meeting. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-SOQ conference.

The purpose of this conference is to explain the scope of the project and provide answers to questions regarding the RFQ document. It is recommended that Consultants bring a copy of the RFQ document to this conference, as limited copies will be available.

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.** Consultants shall be required to sign-in at the Pre-SOQ Conference. Please note that attendance to the conference is only mandatory for Proposers submitting SOQs as Primary Consultants. Attendance to the conference is optional for prospective subconsultants/subcontractors.



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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:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

Technical support is available by phone at (818) 992-1771. A list of Frequently Asked Questions is also available by clicking on the red question mark icon for Support, located at the top-right corner once "Place eBid" has been selected and all terms and addenda have been acknowledged, as well as at the top-right corner of the "Bid Opportunities" tab.

- 4.4 **SOQs must be received by 11:00 AM (PST) on December 17, 2019.** 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 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, 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.



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- 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 SOQ 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.**

- 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 SOQ 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 DBE Race-Neutral Participation Listing
 - Addenda (if applicable)



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- **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;
 - 5.1.5 Conformance with the terms of this RFQ; and
- 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.
- 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.



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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 Proven experience in all aspects of Airport Engineering Construction Management and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task. *(15 points)*
- 5.9.2 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. *(20 points)*
- 5.9.3 Demonstrated understanding of project implementation, potential problems and the City's special concerns. *(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 Ability to furnish qualified inspectors for construction inspection. *(10 points)*
- 5.9.7 Understanding of the project's potential challenges and the Sponsor's special concerns. *(10 points)*
- 5.9.8 Qualifications and experience of outside consultants regularly engaged by the Consultant under consideration. *(10 points)*
- 5.9.9 Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. *(5 points)*
- 5.9.10 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)*



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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 basic and special 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.

5.11.1 Consultants from the short list will be invited to present their general approach to achieving construction management excellence, while successfully controlling time and costs for one of the projects listed in the ACIP. Short listed Consultants will be notified in writing of the project for which they are to prepare and present a general project proposal. The general project proposal must NOT include cost or pricing information. The interview and general proposal evaluation criteria include:

- 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/construction manager proposed for the project. *(15 points)*
- d. Current workload of team members, key personnel, and project and construction manager. *(10 points)*
- e. Proposed project schedule, including major tasks and target completion dates. *(10 points)*
- f. Claims administration experience involving Airports and other similar public agencies *(10 points)*
- g. Ability to perform constructability reviews *(10 points)*



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- h. A detailed description of the proposed scope of services required for the identified project. *(5 points)*

Total Possible Interview Score *(100 Points)*

- 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 basic and special services. The City may select zero (0), one (1), or multiple Consultants. 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 construction management tasks will utilize the Cost-Plus Fixed Fee 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 (5th) 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.



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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 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**

7.1 Project Scope Definition. 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 construction management fee. The project scope 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 meetings will offer the opportunity for refinement, amendment, and allow for project definition of the services to be rendered.

7.2 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). Although the scope of the service(s) will vary from project to project (see samples in Appendix E), the following items are typical of those that should be considered in developing the scope of services:



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- 7.2.1 Nature, extent, and character of the project, the location thereof, and time limitations.
- 7.2.2 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 Project Manager.
- 7.2.3 List of meetings the Consultant is expected to attend.
- 7.2.4 Special services required.
- 7.2.5 Complexity of construction.
- 7.2.6 Safety and operational considerations.
- 7.2.7 Environmental considerations.
- 7.2.8 Inspection services during construction.
- 7.2.9 Delineation of the duties and responsibilities of the resident Engineer / Inspector.
- 7.2.10 Preparation of a Construction Management Plan.
- 7.2.11 Preparation of forms, letters, documents, and reports.
- 7.2.12 Coordination with other Consultant(s) and Agencies.
- 7.2.13 Deliverables.
- 7.2.14 Data and material furnished by the City.
- 7.2.15 Testing and commissioning requirements.
- 7.2.16 City / County requirements.
- 7.2.17 Complexity of construction phasing to minimize impacts on airport operations.

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.



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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.
- 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;
 - d) Statement of Changes in financial position;
 - e) Letter from the proposer's banking institution;
 - f) Statement from a certified public accounting firm.

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



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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.
- 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.



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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.

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).
- 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 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.



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- 10.6 **Non-allowable Costs.** The expenses listed below are not allowable for reimbursement under an airport grant:
- 10.6.1 Costs of amusement and social activities and incidental costs such as meals, lodging, rentals, transportation, and gratuities.
 - 10.6.2 Contributions and donations.
 - 10.6.3 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.
 - 10.6.4 Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.
 - 10.6.5 Interest on borrowed capital.
 - 10.6.6 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



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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).
- 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



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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).
- 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).
- 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 8.0% applicable to U. S. Department of Transportation Federal Aviation Administration (FAA) assisted contracts for Federal Fiscal Years 2018-2020. 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 I) with the executed contract documents, which includes the following information for each DBE listed:



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- 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
 - 12.12.2.3 Number of years in business.
 - 12.12.2.4 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.
- 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 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.



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- 12.16 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.
- 12.17 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.”
- 12.18 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)).
- 12.19 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.
- 12.20 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 three (3) years with two (2) annual renewal options at the discretion of the City. The contract term will not exceed 5 years.



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- 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.
- 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.



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- 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 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 A 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.



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- 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 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 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



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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 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



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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 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. The City of Long Beach has a Project Labor Agreement (PLA) that establishes the labor relations Policies and Procedures for the City, the Contractor and subcontractors awarded contracts for the Work and for the craft persons employed by the Contractor or subcontractor while engaged in the Work. The goal of the PLA is to provide that the Work brings full employment and economic benefit to the City and its residents. With the PLA, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved, and which will permit the utilization of the most modern, efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, and reduce or eliminate the causes of disruptions or interference with the Work.

In the instances where a specific project is subject to the PLA, the awarded firm(s) may be subject to the terms of PLA Agreement depending on their scope of work for that particular task order. A copy of the City PLA can be found at <http://www.longbeach.gov/globalassets/finance/media-library/documents/business-info/compliance/project-labor-agreement/2015-0526-copy-of-approved-pla>

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Purchasing Division
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Attachment B

Pro-Forma Agreement

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

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 20__, by and between _____, a _____ corporation/limited liability company etc. ("Consultant"), with a place of business at _____, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with _____ ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars (\$_____), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

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

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1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

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

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

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

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

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

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

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

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

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

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

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

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less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its 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 or deductible provisions.

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

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

E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk
3 Manager or designee.

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

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

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

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement was
25 and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
28 of City, except that Consultant may with the prior approval of the City Manager of City,

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

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

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

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

21 15. LAW. This Agreement shall be construed in accordance with the laws
22 of the State of California, and the venue for any legal actions brought by any party with
23 respect to this Agreement shall be the County of Los Angeles, State of California for state
24 actions and the Central District of California for any federal actions. Consultant shall cause
25 all work performed in connection with construction of the Project to be performed in
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
27 county or municipal governments or agencies (including, without limitation, all applicable
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
2 marshal, health officer, building inspector, or other officer of every governmental agency
3 now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
6 Labor Code section 1720) performed pursuant to this Agreement (the "Public
7 Work"), if any, shall comply with the requirements of California Labor Code sections
8 1770 *et seq.* City makes no representation or statement that the Project, or any
9 portion thereof, is or is not a "public work" as defined in California Labor Code
10 section 1720.

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

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

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
3 in connection with (1) Consultant's breach or failure to comply with any of its
4 obligations contained in this Agreement, including any obligations arising from the
5 Project's compliance with or failure to comply with applicable laws, including all
6 applicable federal and state labor requirements including, without limitation, the
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
9 employees, agents, subcontractors, or anyone under Consultant's control, in the
10 performance of work or services under this Agreement (collectively "Claims" or
11 individually "Claim").

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

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

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

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

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

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

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

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

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

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

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

23 22. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
27 to the City Engineer at the same address. Notice of change of address shall be given in
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

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

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

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

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Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal corporation

_____, 20__ By _____
City Manager

“City”

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy



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

Acceptance of Certification

1. This bid/agreement/proposal 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 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, 6th 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 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	--

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. _____ 2 Business name/disregarded entity name, if different from above _____ 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <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 <input type="checkbox"/> Limited liability company (Enter the tax classification [C=C corporation, S=S corporation, P=Partnership] ▶ _____) <i>Note:</i> Check the appropriate box on 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Approved or otherwise transferred outside the U.S.)</small> 5 Address (number, street, and apt. or suite no.) (See instructions) _____ 6 City, state, and ZIP code _____ 7 List account number(s) here (optional) _____ Requester's name and address (optional) _____
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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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>											-	-								or	Employer identification number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>											-	-							
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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 ▶ _____
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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.

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, 6th Floor
Long Beach, CA 90802

Vendor Application Form

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> leave blank if not applicable SSN: <input type="radio"/>
Web Address:	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
If 'remit to' address is the same as the purchase order address, put SAME in first box only	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	

Type of Ownership:
Individual Partnership Corporation LLC Nonprofit Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)
MBE WBE Local DBE Certified SBE Certified Micro
State certification number:



City of Long Beach
 Purchasing Division
 411 W. Ocean Blvd, 6th 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 identifies Alex Padilla as the California Secretary of State. The main navigation includes links for About, Business, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, Registries, News, and Contact. The 'Business Search' section is active, displaying instructions for users to search for corporations, limited liability companies, and limited partnerships. It provides a list of search criteria and a search form with options for 'Search by Corporation Name', 'Search by LP/LLC Name', and 'Search by Entity Number'. A 'Search' button is located at the bottom of the form.

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



City of Long Beach
Purchasing Division
411 W. Ocean Blvd, 6th 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. _____

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

1 2.73.030 Contractors subject to requirements.

2 A. The following contractors are subject to this Chapter:

3 1. For-profit entities which enter into an agreement with
4 the City for public works or improvements to be performed, or for goods or
5 services to be purchased, for an amount of One Hundred Thousand Dollars
6 (\$100,000) or more; and

7 2. For-profit entities which generate Three Hundred Fifty
8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
9 occupy City property pursuant to a written agreement for the exclusive use
10 or occupancy of said property for a term exceeding twenty-nine (29) days in
11 any calendar year.

12 B. The requirements of this Chapter shall only apply to those
13 portions of a contractor's operations that occur (i) within the City; (ii) on real
14 property outside the City if the property is owned by the City or if the City
15 has a right to occupy the property, and if the contractor's presence at that
16 location is connected to a contract with the City; and (iii) elsewhere in the
17 United States where work related to a City contract is being performed. The
18 requirements of this Chapter shall not apply to subcontracts or
19 subcontractors of any contract or contractor.

20 C. The City Manager or designee will provide a report to the City
21 Council regarding the implementation of this ordinance no later than one
22 year following the effective date of this Ordinance, and will consider among
23 other items, whether the dollar thresholds set forth in subsections (A) and
24 (B) should be modified.

25
26 2.73.040 Non-discrimination in provision of benefits.

27 A. No contractor subject to this Chapter pursuant to Section
28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

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Long Beach, CA 90802-4664

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

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available to the public, or any competitive or sealed bids received by the City as of the effective date of this Chapter under the following circumstances:

a. There are no qualified responsive bidders or prospective contractors who comply with this Chapter and the contract is for goods, a service or a project that is essential to the City or City residents; or

b. The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used for the purpose of evading the intent of this Chapter.

B. The requirements of this Chapter shall not be applicable to contracts executed or amended prior to the effective date of this Chapter, or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City prior to the effective date of this Chapter, unless and until such contracts are amended after the effective date of this Chapter and would otherwise be subject to this Chapter.

C. The City Manager or designee may issue regulations from time to time implementing the provisions of this ordinance.

D. The City Manager shall report to the City Council annually on the status of waivers and exemptions.

2.73.070 Retaliation and discrimination prohibited.

A. No employer shall retaliate or discriminate against an employee in his or her terms and conditions of employment by reason of the person's status as an employee protected by the requirements of this Chapter.

B. No employer shall retaliate or discriminate against a person in his or her terms and conditions of employment by reason of the person reporting a violation of this Chapter or for prosecuting an action for

1 enforcement of this Chapter.
2

3 2.73.080 Employee complaints to City.

4 A. An employee who alleges violation of any provision of the
5 requirements of this Chapter may report such acts to the City. The City
6 Manager may establish a procedure for receiving and investigating such
7 complaints and take appropriate enforcement action.

8 B. The City shall have the power to examine contractors' benefit
9 programs covered by this Chapter.

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.
15

16 2.73.090 Remedies.

17 A. Upon a finding by the City Manager that a contractor has
18 violated the requirements of this Chapter, the City shall have the rights and
19 remedies described in this Section, in addition to any rights and remedies
20 provided at law or in equity.

21 1. The City Manager shall be authorized to terminate said
22 contract and bar the contractor from bidding on future contracts with the City
23 for three (3) years from the effective date of the contract termination.

24 2. In the City Manager's sole discretion, a contractor found
25 to have willfully violated the requirements of this Chapter may be required to
26 pay liquidated damages.

27 3. The City may seek recovery of reasonable attorneys'
28 fees and costs necessary for enforcement of this Chapter.

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

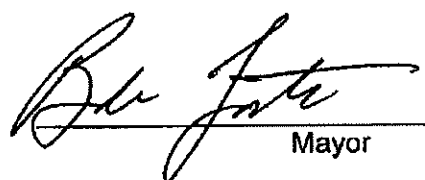
Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664



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

Attachment I

DBE Instructions and Forms



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

DBE RACE-NEUTRAL PARTICIPATION LISTING

Proposer should complete and submit "DBE Race-Neutral Participation Listing" with the SOQ, but no later than 48 hours following 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, Proposer 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.*

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

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

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

DBE RACE-NEUTRAL PARTICIPATION LISTING

Proposer should complete and submit "DBE Race-Neutral Participation Listing" with the SOQ, but no later than 48 hours following 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, Proposer 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.*

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

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

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

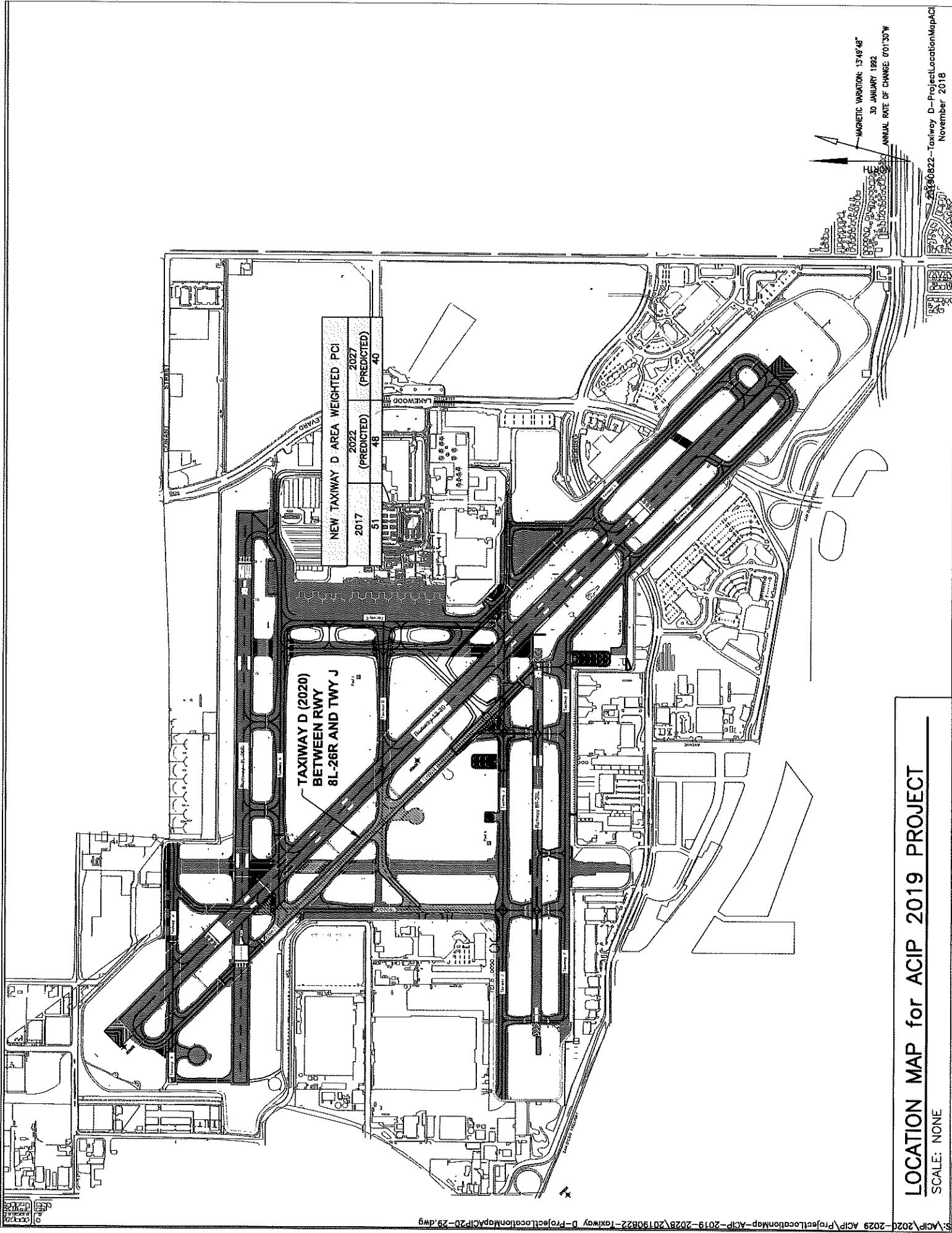
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Appendix A

**PROJECT DESCRIPTIONS
(2020-2023 ACIP Data Sheets)**

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Airport Name		Long Beach Airport (LGB)		Fiscal Year 2019	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Taxiway D Rehabilitation between Runway 8L-26R and Taxiway J (National Priority Rating Code: SA TW IM/SF/SZ = 66)			
		Administration / Design (10%)	\$365,894	\$37,695	\$403,589
		Construction	\$3,658,939	\$376,952	\$4,035,892
		Construction Engineering/Inspection (12%)	\$439,073	\$45,234	\$484,307
		TOTAL	\$4,463,906	\$459,882	\$4,923,788
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>Taxiway D Rehabilitation - Approximately 500,000 sf of Taxiway D pavement requires rehabilitation. The mid section of Taxiway D between Runway 8L-26R and Taxiway J will be milled 3" and overlaid with Asphalt Concrete (AC) pavement. This pavement area was last reconstructed in 1994 and had a 2017 PCI of 51. It is projected to have a PCI of 48 in 2019. The project includes improvements and modifications to shoulders, adjacent infield areas, pavement markings, lighting, signage, and drainage systems. Resurfacing of the connecting Midfield Engine Runup Pad will also be performed. This section of Taxiway D is typically utilized by general aviation, FBO FedEx, and as an alternative commercial taxi route when Taxiway L is unavailable. This rehabilitation will assist in continued extension of pavement life.</p> <p>Also included will be the removal of approximately 45,000 sf of Runway 16R-34L pavement (between TWY D and RWY 12-30, including shoulders). Approximately 25,000 sf of Taxiway B pavement (between TWY K and RWY 12-30, including shoulders) will be removed. In addition, the west section of Taxiway G between Taxiway D and Taxiway B will be milled 6" and overlaid with AC pavement. The shoulders within this section of Taxiway G will be fully reconstructed. Approximately 100,000 sf of Taxiway B (between Taxiway G and Taxiway J) will be milled 3" and overlaid with AC. The project will enhance airfield safety, address complex taxiway geometry, and preserve 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 2019	Grant Execution	JUL 2020	
	Bid Opening	MAY 2020	Construction Commencement	OCT 2020	
	Grant Offer	JUN 2020	Construction Completion	FEB 2021	
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 Taxiway D Rehabilitation project prior to submission of the grant application.					
Date of Last ALP Approval Depicting Proposed Projects					
July 6, 2017					
Land Title Status & Date of Exhibit "A" Status				Date	
Exhibit "A" Property Map Drawing 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
3-06-0127-043-2015	Geometry Study Phase 2				DEC 2018
3-06-0127-044-2017	Runway 7R-25L Improvements				JUNE 2019
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.					
Cynthia Guidry Director, Long Beach Airport			Stephan G. Lum, P.E. Senior Civil Engineer, Long Beach Airport		
Name / Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			562.570.2682		
Signature		Date		Contact Phone (Print or Type)	



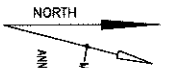
MAGNETIC VARIATION: 13°48'48"
 30 JANUARY 1982
 ANNUAL RATE OF CHANGE: 0°01'30"W

LOCATION MAP for ACIP 2019 PROJECT
 SCALE: NONE

Airport Name		Long Beach Airport (LGB)		Fiscal Year 2020	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Runway 16R-34L Conversion to Taxiway B (National Priority Rating Code: SA TW IM/SF/SZ = 89)			
		Administration / Design (15%)	\$766,984	\$79,016	\$846,000
		Construction	\$5,113,224	\$526,776	\$5,640,000
		Construction Engineering/Inspection (15%)	\$766,984	\$79,016	\$846,000
		TOTAL	\$6,647,191	\$684,809	\$7,332,000
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>Runway 16R-34L Conversion to Taxiway B - Reconstruction of approximately 250,000 sf of runway pavement (2,000'x125', including shoulders) and the construction of approximately a 67,500 sf of a new taxiway connector (500'x75', including shoulders). The project includes improvements to adjacent infield areas, pavement markings, lighting, signage, and drainage systems. AIP and future PFC funds will be used.</p> <p>Runway 16R-34L was last rehabilitated in 1985. A PMMS report completed in August 2017 determined the Area-weighted PCI value for Runway 16R-34L to be 18, with a predicted Area-weighted PCI of 13 and 7 in 2022 and 2027, respectively. Conversion of Runway 16R-34L to new Taxiway B will preserve safety and capacity. Taxiway B serves as access to Fixed Base Operators on the west side of the airfield and many of the 300,000 general aviation operations at the Airport.</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 2020	Grant Execution	JUL 2021	
	Bid Opening	MAY 2021	Construction Commencement	NOV 2021	
	Grant Offer	JUN 2021	Construction Completion	AUG 2022	
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 Conversion of Runway 16R-34L to Taxiway B prior to submission of the grant application.					
Date of Last ALP Approval Depicting Proposed Projects					
7/6/2017 (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 No new RW is required for this project.					June 18, 2012
Open AIP Funded Projects (include grant number and grant description)					Expected Close-out Date
3-06-0127-043-2015		Geometry Study Phase 2			DEC 2018
3-06-0127-044-2017		Runway 7R-25L Improvements			JUNE 2019
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.					
Jess L. Romo, A.A.E. Director, Long Beach Airport			Stephan G. Lum, P.E. Senior Civil Engineer, Long Beach Airport		
Name / Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			562.570.2682		
Signature		Date		Contact Phone (Print or Type)	

Airport Name		Long Beach Airport (LGB)		Fiscal Year 2021		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total	
Yes	D	Improvements to Taxiway L (National Priority Rating Code: RE TW IM = 66)				
		Administration / Design (15%)	\$4,122,401	\$424,699	\$4,547,100	
		Construction	\$27,482,672	\$2,831,328	\$30,314,000	
		Construction Engineering/Inspection (15%)	\$4,122,401	\$424,699	\$4,547,100	
		TOTAL	\$35,727,474	\$3,680,726	\$39,408,200	
* D - Development; P - Planning; E - Environmental						
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS						
Detail Project Description (Square/Lineal Footage or Length/Width)						
<p>Improvements to Taxiway L - The project includes improvements to pavement marking, lighting, signage, and drainage systems. Drainage system improvements will consist of under-drain facilities for the portion of the taxiway between, and adjacent to, the Lakewood Boulevard and Spring Street underpasses to alleviate sub-grade saturation caused by ground water build up. Approximately 337,500 sf (4,500'x75') of taxiway pavement will be reconstructed using P-501 Portland cement concrete between, and including, the Lakewood Boulevard and Spring Street underpasses. Approximately 225,000 sf (4,500'x50', including shoulders) will be rehabilitated via cold milling and replacing asphalt pavement. Taxiway L3 will be relocated off of the Spring Street underpass and aligned closer to the displaced threshold for Runway 12-30. AIP and future PFC funds will be used.</p> <p>Taxiway L serves as the primary taxiway for all departing commercial aircraft and is also used by Air cargo carriers. Taxiway L was last rehabilitated in 2006. A PMMS report completed in August 2017, determined the Area-weighted PCI value for Taxiway L to be 68, with a predicted Area-weighted PCI of 61 in 2022. Taxiway L has exhibited accelerated pavement damage presumably due to the limitations of compaction over the Lakewood and Spring St. tunnels. Improvements to the primary air carrier taxiway 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 2020	Grant Execution	JUL 2021		
	Bid Opening	MAY 2021	Construction Commencement	NOV 2021		
	Grant Offer	JUN 2021	Construction Completion	AUG 2022		
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 Improvements to Taxiway L prior to submission of the grant application.						
Date of Last ALP Approval Depicting Proposed Projects						
7/6/2017 (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 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	
3-06-0127-043-2015	Geometry Study Phase 2				DEC 2018	
3-06-0127-044-2017	Runway 7R-25L Improvements				JUNE 2019	
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.						
Jess L. Romo, A.A.E. Director, Long Beach Airport			Stephan G. Lum, P.E. Senior Civil Engineer, Long Beach Airport			
Name / Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)			
			562.570.2682			
Signature		Date		Contact Phone (Print or Type)		

NORTH



MAGNETIC VARIATION: 13°49'48"
30 JANUARY 1992
ANNUAL RATE OF CHANGE: 0'01'30"W

NEW TAXIWAY B AREA WEIGHTED PCI

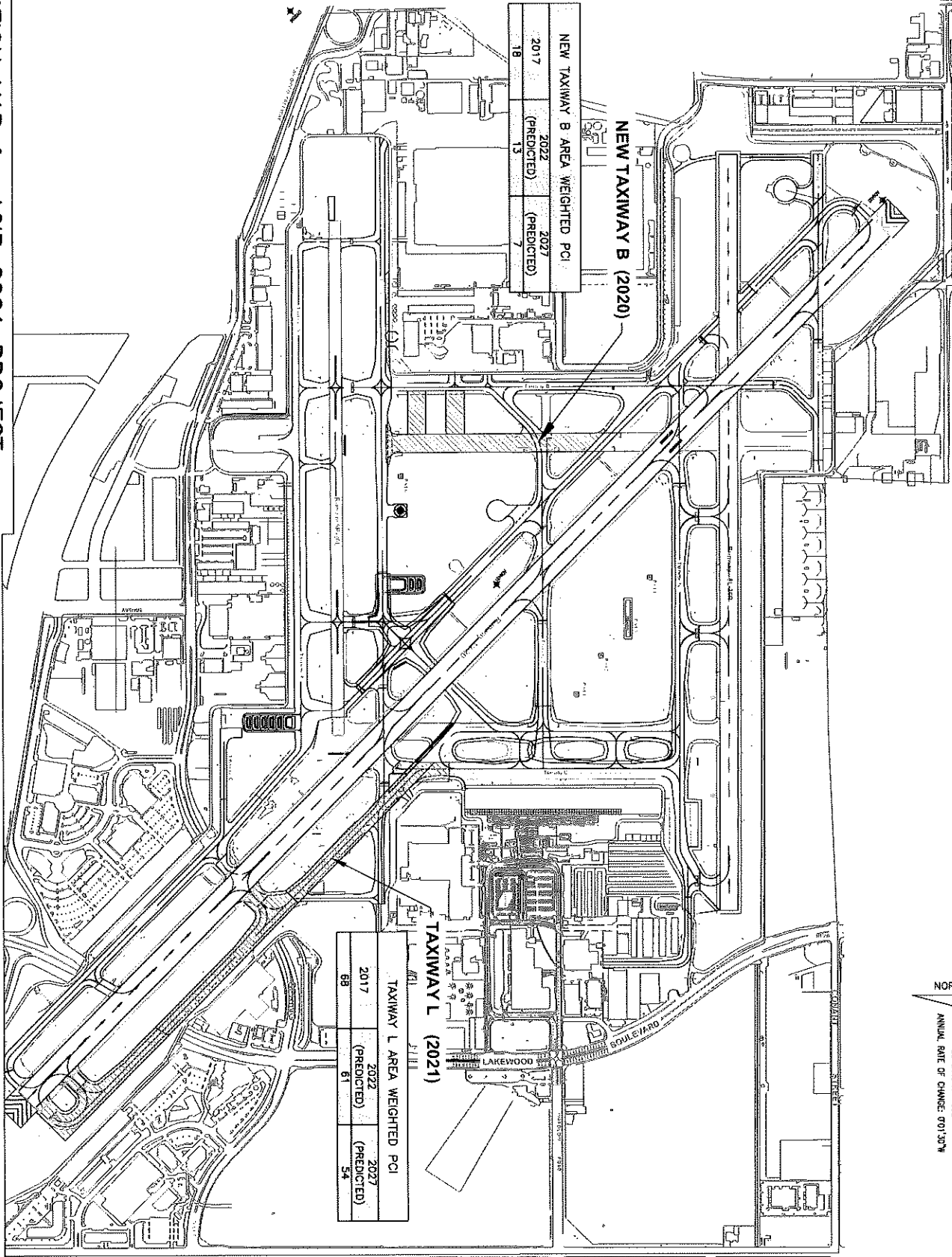
2017	2022 (PREDICTED)	2027 (PREDICTED)
18	13	7

NEW TAXIWAY B (2020)

TAXIWAY L AREA WEIGHTED PCI

2017	2022 (PREDICTED)	2027 (PREDICTED)
68	61	54

TAXIWAY L (2021)

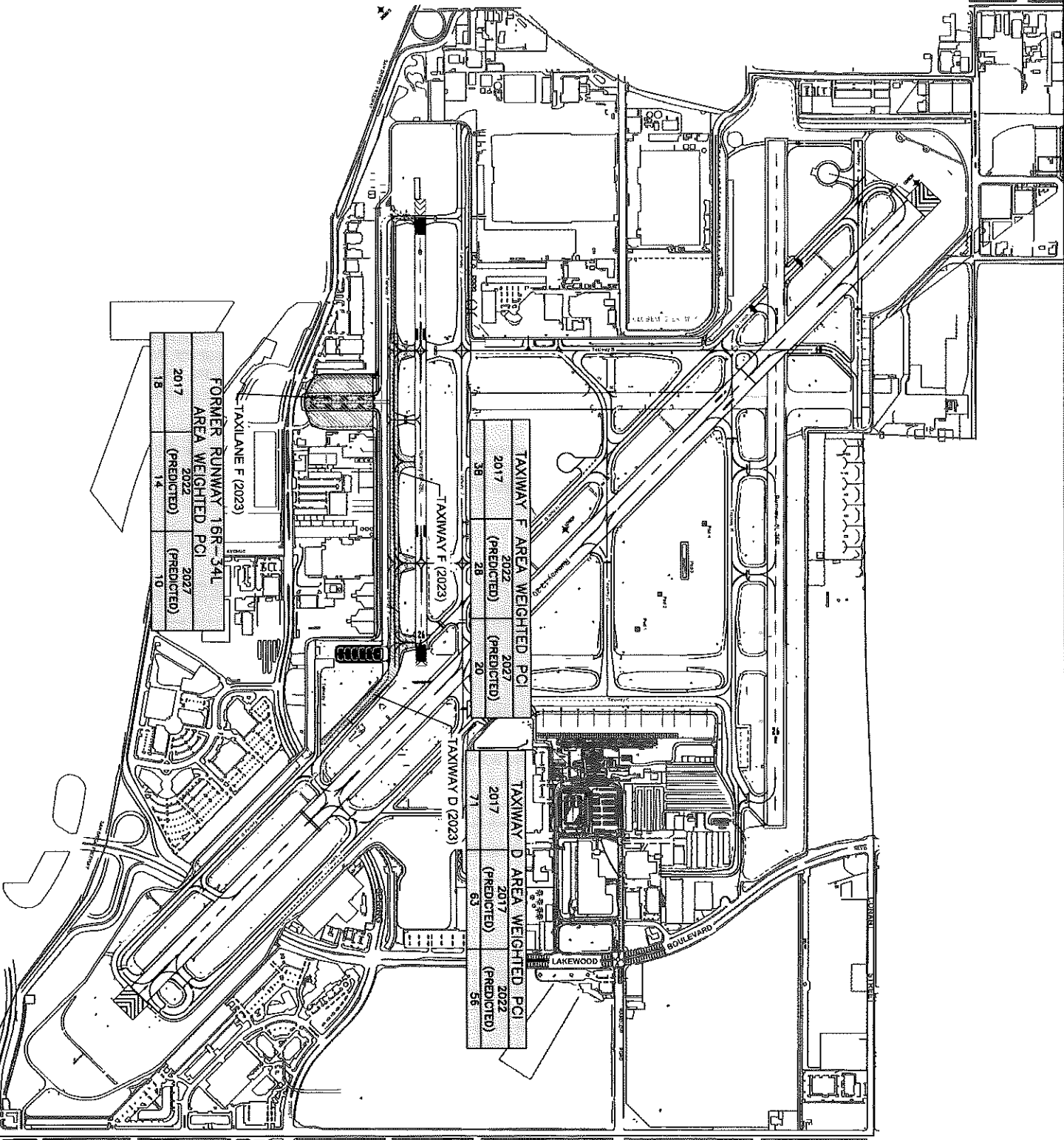


LOCATION MAP for ACIP 2021 PROJECT

SCALE: NONE

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 F Reconstruction [Former Rwy 16R] (National Priority Rating Code: SA TW IM/SF/SZ = 89)			
		Administration / Design (15%)	\$167,336	\$17,239	\$184,575
		Construction	\$1,115,571	\$114,929	\$1,230,500
		Construction Engineering / Inspection (15%)	\$167,336	\$17,239	\$184,575
		TOTAL	\$1,450,243	\$149,407	\$1,599,650
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>AGS Phase 5 - Taxilane F Reconstruction - 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 Taxilane F to provide tenant access and facilitate development of a new run-up area at the south end of [former] Runway 16R-34L. Approximately 42,900 sf of taxilane pavement (660'x65', including shoulders) will be reconstructed. The project includes improvements to pavement marking, lighting, signage and drainage systems. AIP and future PFC funds will be used.</p> <p>Taxilane F serves as access to Taxiway F for cargo companies general aviation operations at the Airport. Taxilane F [Former Runway 16R-34L] was last rehabilitated in 1985. A PMMS report completed in August 2017 determined the area-weighted PCI for Taxilane F 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 Taxiway F Realignment & Reconstruction project prior to submission of the grant application.					
Date of Last ALP Approval Depicting Proposed Projects					
7/6/2017 (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 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	
3-06-0127-043-2015	Geometry Study Phase 2			DEC 2018	
3-06-0127-044-2017	Runway 7R-25L Improvements			JUNE 2019	
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.					
Jess L. Romo, A.A.E. Director, Long Beach Airport			Stephan G. Lum, P.E. Senior Civil Engineer, Long Beach Airport		
Name / Title of Authorized Representative (Print or Type)			Contact Name and Title (Print or Type)		
			562.570.2682		
Signature		Date		Contact Phone (Print or Type)	

LOCATION MAP for ACIP 2023 PROJECT
SCALE: NONE



20181122-ProjectLocationMapACIP20-29.dwg
November 2018

MAGNETIC VARIATION: 13°49'48"
30 JANUARY 1982
ANNUAL RATE OF CHANGE: 0°0'30"™

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/) for a complete listing of current advisory circulars.

See also--

- [Airport Construction Standards](#)
(www.faa.gov/airports/engineering/construction_standards/)
- [Airport Design Software](#) (www.faa.gov/airports/engineering/design_software/)
- [Airport Engineering Briefs](#)
(www.faa.gov/airports/engineering/engineering_briefs/)

Design Standards

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

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

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

Page last modified: March 06, 2018 4:49:02 PM EST

This page was originally published at: https://www.faa.gov/airports/engineering/design_standards/

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 (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
(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), [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)
- 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), [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)
- 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), [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)
- 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), [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)
- 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), [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)

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

(FAA – Airport Engineering Briefs)

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Federal Aviation
Administration

Airport Engineering Briefs Airports

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 [Airport Engineering Division](http://www.faa.gov/about/office_org/headquarters_offices/arp/offices/aas/aas100/)
(www.faa.gov/about/office_org/headquarters_offices/arp/offices/aas/aas100/).

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.

- Cancelled Airport Engineering Briefs
(www.faa.gov/airports/engineering/engineering_briefs/media/cancelled-airport-engineering-briefs.pdf).(PDF)

Active Engineering Briefs

EB No. (View EB)	Description	Date
Full Set (www.faa.gov/airports/engineering/engineering_briefs/media/eb-zip.zip).(Zip, 16.3 MB)	Download the Full Set of Engineering Briefs as a Zipped File	May 13, 2019
EB101	Internal Use	
EB100 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-100-holding-position-signs.pdf).(PDF)	Holding Position Sign for Runway Approach/Departure Areas	May 13, 2019
EB99 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-99-Airport-Design-Tables-3-2-and-3-4.pdf).(PDF)	Changes to Tables 3-2 and 3-4 of Advisory Circular 150/5300-13A, Airport Design Note: Editorially updated 9/24/2018 to correct metric equivalent in Table 3-2, column C, rows 4 and 5.	Sept. 20, 2018
EB98 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-98-NVG.pdf).(PDF)	Infrared Specifications for Aviation Obstruction Light Compatibility with Night Vision Goggles (NVGs)	Dec. 18, 2017
EB97 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-97-aeroMACS.pdf).(PDF)	Guidance for AeroMACS Installation by the Airport Operator	June 3, 2016
EB95 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-95-papi-vgsi.pdf).(PDF)	Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide Slope Indicators (VGSIs) Note: We have removed the note from paragraph 8.2. PAPIs installed per FAA siting criteria are exempt from the 7460 process. (updated 3/29/2018)	Dec. 19, 2017
EB94 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-94-B-777-9-folding-wingtips.pdf).(PDF)	Accommodating the Boeing B-777 Folding Wingtip Airplanes onto Airports	April 2, 2018
EB93 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-93-temp-orange-signs.pdf).(PDF)	Guidance for the Assembly and Installation of Temporary Orange Construction Signs	Dec. 13, 2017
Draft EB92A (www.faa.gov/airports/engineering/engineering_briefs/media/draft-EB-92a.pdf).(PDF)	Light Spacing Guidance for New Taxiway Fillet Geometry (per AC 150/5300-13A, Airport Design) <ul style="list-style-type: none"> Industry Letter for Draft EB 92A (www.faa.gov/airports/engineering/engineering_briefs/media/draft-EB-92a-industry-letter.pdf).(PDF) - Comment by March 1, 2016 Comments Matrix for Draft EB 92A (www.faa.gov/airports/engineering/engineering_briefs/media/draft-EB-92a-comments-matrix.docx).(MS Word) 	Feb. 2, 2016
EB92 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-92.pdf).(PDF)	Light Spacing Guidance for New Taxiway Fillet Geometry (per AC 150/5300-13A, Airport Design)	Nov. 29, 2013
EB91 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-91.pdf).(PDF, 1.3 MB)	Management of Vegetation in the Airport Environment	Nov. 15, 2013
EB89 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-89.pdf).(PDF)	Taxiway Nomenclature Convention	Mar. 29, 2012
EB88	Reserved	NA
EB87 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-87.pdf).(PDF)	Heliport Perimeter Light for Visual Meteorological Conditions <ul style="list-style-type: none"> See AC 150/5380-2, Heliport Design (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current?documentNumber=150_5380-2) 	Jan. 13, 2012
EB86	Reserved	NA
Draft EB85 (www.faa.gov/airports/engineering/engineering_briefs/media/draft-EB-85.pdf).(PDF)	Ductile Snowplow Protection Ring And Installation Procedures	Dec. 3, 2014

Airport Engineering Briefs – Airports

EB No. (View EB)	Description	Date
Draft EB84 (www.faa.gov/airports/engineering/engineering_briefs/media/draft-EB-84.pdf) (PDF)	Remote Maintenance and Monitoring of ALCMS and L-821 Computerized Control Panels	Feb. 22, 2011
EB83A (www.faa.gov/airports/engineering/engineering_briefs/media/eb-83a-in-pavement-light-fixture-bolts.pdf) (PDF, 1.17 Mb)	In-Pavement Light Fixture Bolts (added 12/27/2018)	Dec. 26, 2018
EB82	Reserved	NA
EB79A (www.faa.gov/airports/engineering/engineering_briefs/media/EB-79a.pdf) (PDF)	Determining RSA NAVAID Frangibility and Fixed-By-Function Requirements	Jan. 21, 2016
EB78 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-78.pdf) (PDF)	Linear Equations for Evaluating the Separation of Airplane Design Groups on Parallel Taxiways and Taxiways to Fixed/Movable Objects	Sept 28, 2012
EB76 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-76.pdf) (PDF)	Using Solar Power for Airport Obstruction Lighting	Jan. 14, 2008
EB75 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-75.pdf) (PDF)	Incorporation of Runway Incursion Prevention into Taxiway and Apron Design	Nov. 8, 2007
EB74A (www.faa.gov/airports/engineering/engineering_briefs/media/EB-74a.pdf) (PDF)	Use of 150-foot (45-M) Wide Runways and Blast Pads for Boeing 747-8 Operations	Aug. 11, 2011
EB73 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-73.pdf) (PDF)	Use of Non-Standard 75-Foot- (23-M) Wide Straight Taxiway Sections for Boeing 747-8 Taxiing Operations	Nov. 27, 2007
EB72A (www.faa.gov/airports/engineering/engineering_briefs/media/EB-72a.pdf) (PDF)	Positive Identification of Runways for Landing	Nov. 2, 2007
EB67D (www.faa.gov/airports/engineering/engineering_briefs/media/EB_67d_rev.pdf) (PDF)	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures <ul style="list-style-type: none"> "Note" added to par. 2.15 for clarification (July 25, 2017) Clarification of 'Effective Date' in Engineering Brief No. 67D (www.faa.gov/airports/engineering/engineering_briefs/media/EB-67dClarification.pdf) (PDF) 	Mar. 6, 2012
EB66 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-66.pdf) (PDF)	Rubblized Portland Cement Concrete Base Course	Feb. 13, 2004
EB65A (www.faa.gov/airports/engineering/engineering_briefs/media/EB-65a.pdf) (PDF)	Use of 150-Foot- (45-M) Wide Runways for Airbus A380 Operations	Dec. 10, 2007
EB64D (www.faa.gov/airports/engineering/engineering_briefs/media/EB-64d.pdf) (PDF)	Runway Status Lights System	May 9, 2011
EB63B (www.faa.gov/airports/engineering/engineering_briefs/media/EB-63b.pdf) (PDF)	Taxiways for Airbus A380 Taxiing Operations (Supersedes EB 63a)	Nov. 27, 2007
EB57 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-57.pdf) (PDF)	Extended Q-Value Table for Estimating Percent of Lot Within Limits (Pw), Q-Value and PWL Table (www.faa.gov/airports/engineering/engineering_briefs/media/EB-57PWL.xls) (MS Excel)	May 19, 1999
EB56 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-56.pdf) (PDF)	Development of Revised Acceptance Criteria for Item P-401 and Item P-501.	Jan. 27, 1999
EB42 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-42.pdf) (PDF)	Geocomposite Pavement Edge Drains	Mar. 22, 1989
EB34A (www.faa.gov/airports/engineering/engineering_briefs/media/EB-34a.pdf) (PDF)	Referee 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 Non-aeronautical 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 non-aeronautical 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

Task	Date
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. **Pre-design Conference** - A representative of the engineer will attend a pre-design 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 pre-design 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 pre-design conference. The engineer will use the Airports Division Pre-design 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, *Predesign, 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.

SALARY COSTS		CLASSIFICATIONS HOURS					TOTALS
TASKS	TASKS VARY WITH SCOPE AND TYPE OF SERVICES	Principal	Project Manager	Sr. Airport Planner	Environ. Analyst	Technician Clerical	
1. Project Scoping Meeting	CLASSIFICATIONS WILL VARY PER FIRM AND PROJECT TYPE	0	0	0			HOURS WILL VARY PER LEVEL OF EFFORT AND NEGOTIATIONS
2. Refine Scope and Fee		0	0	0			
3. Prepare Grant Application		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 Responsd 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		REIMBURSABLE EXPENSES ARE PASS-THROUGH COSTS NOT SUBJECT TO MARKUP					
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						TOTAL FEE FOR SERVICES =	\$0.00

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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:	28.3 %
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.*).

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 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.

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.

EXHIBIT “A-2”

Scope of Work



STATEMENT OF QUALIFICATIONS FOR RFQ# AP19-132

ENGINEERING CONSTRUCTION
MANAGEMENT SERVICES FOR
**VARIOUS DEVELOPMENT
PROJECTS AT
LONG BEACH AIRPORT**

PART ONE: STATEMENT OF QUALIFICATIONS

December 17, 2019

JACOBS

A large, illuminated sign for Long Beach Airport at night. The sign is dark with the words "long beach airport" in a large, white, lowercase, sans-serif font. The background shows a building with palm trees and other airport structures.

long beach airport



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

City of Long Beach

Request For Qualifications Number AP19-132

For

Engineering Construction Management Services for Various Development Projects at Long Beach Airport

Release Date:	10/03/2019
Mandatory Pre-SOQ Conference:	10/16/2019
Questions Due to the City:	10/24/2019
Posting of the Q & A:	11/18/2019
Due Date:	12/17/2019

City Contact: Sokunthea Kol Buyer II 562-570-6123

See Section 4 for instructions on submitting SOQs.

Company Name Jacobs Project Management Co. Contact Person Brook Corney

Address 2600 Michelson Dr. #500 City Irvine State CA Zip 92612

Telephone (949) 224-7500 Fax (949) 224-7501 Federal Tax ID No. [REDACTED]

E-mail: brook.corney@jacobs.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 December 17, 2019

Signed *Allan Tanjuaquio*

Print Name & Title Allan Tanjuaquio, Vice President

Rev 2016 0919



Jacobs
2600 Michelson Drive, Suite 500
Irvine, California 92612
949.224.7500 | F: 949.224.7501

Long Beach Airport | RFQ #AP19-132 Engineering CM Services
for Various Development Projects

December 17, 2019

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

**Re: Request for Qualifications No: AP19-132
Engineering Construction Management Services for Various Development Projects at Long
Beach Airport**

Dear Sokunthea Kol,

The Long Beach Airport (LGB) prides itself on being a community airport that is becoming the gold standard for medium-sized airports. You are undertaking an aggressive number of projects over the next three years that continue this transformation. Three of the proposed projects—Taxiway and Taxiway F Reconstruction, Taxiway L Improvements, and Taxiway D Rehabilitation—rehabilitate existing pavement showing low Pavement Condition Index (PCI) results to reduce the current amount of maintenance. The realignment of Taxiway D complies with Federal Aviation Administration (FAA) separation requirements. The Taxiway B project reconstructs existing unusable pavement into a new taxiway, allowing for future development and ease of access for existing Fixed Base Operators (FBO). Our proposed team is currently working at LGB and is familiar with these needs. We want to continue to help you meet your project goals and support you, the City of Long Beach, and your stakeholders.

LGB desires to engage the services of professional consulting firms to provide CM services for various development projects at LGB. To achieve success on the projects listed in this Request for Qualifications (RFQ) you require a skilled and motivated construction management (CM) team with world-class experience combined with proven local experience and relationships with your staff and stakeholders. Jacobs is that team.

We bring industry-leading expertise to perform all project elements listed in the RFQ. We provide you immediate access to aviation experts located on site at LGB and locally in Irvine, Los Angeles and Ontario. As demonstrated on previous projects, we bring innovative project solutions that save you time and money, and quality CM services based on our understanding of your priorities, your stakeholders, and LGB. Our experience at LGB means you can assign us tasks on Day One with little to no additional direction—we know your people, processes, procedures, and operations. Other advantages include:

- ▶ **Immediate access to best-in-class aviation expertise:** Jacobs has been Engineering News-Record's #1 ranked Aviation consulting firm for the last two years running. What that means to LGB is you get the nation's leader in providing comprehensive aviation services and having the deepest CM resource base in the U.S. Jacobs currently holds one of your CM on-call contracts, and we commit those same team members to you under this contract. This team is supported by our Irvine, Los Angeles and Ontario offices, giving you nearly immediate access to an additional 60+ aviation experts when you need them.
- ▶ **Trusted Leadership with comprehensive knowledge of LGB:** Construction Manager Brook Corney leads our team. Brook has worked side by side with you since 2018 and has extensive knowledge of your daily operations. Brook is supported by Principal Inspector/Deputy Construction Manager Martin Carbullido, who has 25 years of experience with the City of Long Beach, much of this at LGB. Martin provides insight into construction phasing to keep your operations running smoothly. He recently served as Principal Construction Inspector for the Taxiway J Reconstruction project at LGB.

- ▶ **Day One readiness keeps you on schedule:** Our team is already on site and ready to start work. Our familiarity with your policies and procedures enables our continued integration with your team.
- ▶ **RFQ Required Acknowledgments:** Jacobs has reviewed the terms and conditions in the RFQ and Pro-Forma Agreement (RFQ Attachment B), including maintenance of all warranties. While we are generally in agreement with the Terms and Conditions, we request the opportunity to further discuss proposed modifications as indicated in Attachment A. Please see Part Two (2) – City Required Forms for acknowledgment of receipt of Addendum #1 to the RFQ, dated October 11, 2019, and Addendum #2 to the RFQ, dated November 20, 2019.

We look forward to continuing to serve as your trusted CM partner and advisor. If you have any questions or require additional information, please contact Brook at (909) 583-1159 or via email at Brook.Corney@jacobs.com.

Sincerely,



Brook Corney, CCM
Construction Manager
T: (909) 583-1159
E: Brook.Corney@jacobs.com



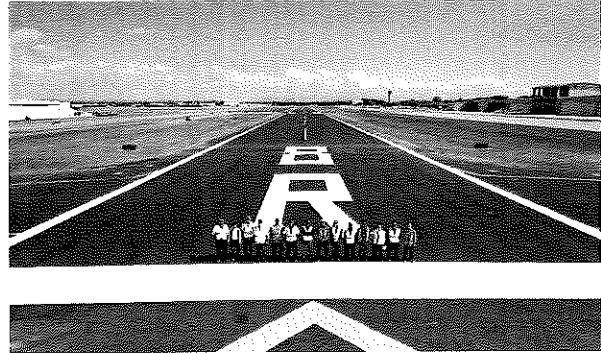
Allan Tanjuaquio
Vice President
T: (909) 974-2733
E: Allan.Tanjuaquio@jacobs.com

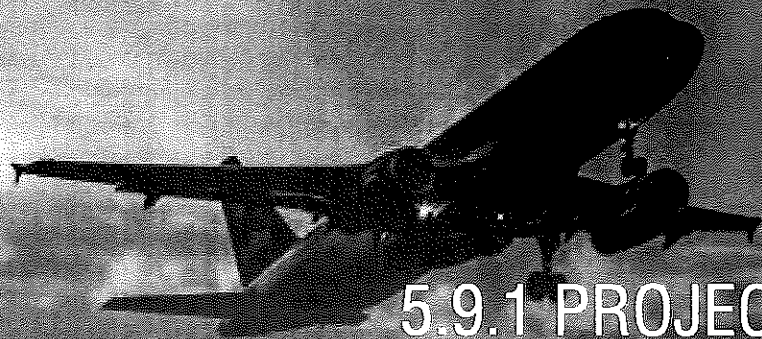
Part One (1) — Statement of Qualifications

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5.9.1 PROJECT EXPERIENCE



5.9.1 Project Experience

Per RFQ: 5.9.1 Project Experience Proven experience in all aspects of Airport Engineering Construction Management and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.

Proven Experience in all Aspects of Airport Engineering Construction Management

Jacobs is the industry's leading providers of comprehensive aviation services. Drawing on more than 50+ years of airport experience, we support our clients at every phase of project development—from planning through design and construction to facilities management. Our construction managers, inspectors, and support staff are experts at delivering projects in highly complex and dynamic operating environments. Jacobs delivers aviation CM projects to clients worldwide of nearly every size and value.

We are
FORTUNE'S #1
Most Admired
Engineering and
Construction Firm



#1
ENR Ranking
for Airports

500+
Airports
Worldwide

\$100B
Aviation
Projects Globally

We have managed construction on airside and related projects on active airfields at Long Beach (LGB), Los Angeles International (LAX), Ontario International (ONT), and Honolulu International (HNL) airports. We have extensive experience working at LGB and our recent and ongoing assignments span many different types of programs, requiring us to provide scalable resources with integrated

teams and work collaboratively with LGB and their numerous partners. Currently, Jacobs is managing multiple on-call projects, including Improvements to Taxiway C. At LAX, we managed the construction of the first A380 hangar in North America. Our airside experience includes large, medium, and small hub airports; regional and municipal airports; air carriers; and air fields and military installations. Our global aviation experience extends to working at more than 500+ airports worldwide, including 25 of the top 30 airports in the United States. We offer expertise across all core engineering, construction management, architecture, and specialty aviation disciplines.

The combination of our locally-based team, extensive reach-back resource base, and our national and international network of aviation professionals allows us to provide the technical expertise for any situation that may arise during construction.

Capability to Perform all Aspects of the Project

We are ranked by Engineering News-Record as the #1 Aviation consultant in the industry. We have a thorough understanding of airport, airline and general aviation operations. Our relationships with the Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) will keep communications lines open and active during delivery of your projects. Our team is staffed with personnel who have the requisite experience to provide CM services on projects as they relate to your runways, taxiways, taxilanes, aprons, runup areas, remain overnight (RON) positions, fueling systems, instrument landing systems, security features, terminal buildings, maintenance hangars, and any other project that could arise. As you will see in Section 5.9.2, Key Personnel, we propose bringing the same personnel currently performing CM services for you. We also have subject matter experts who support facility management, environmental and information technology capabilities.

Recent CM and Related Services Experience at Airports

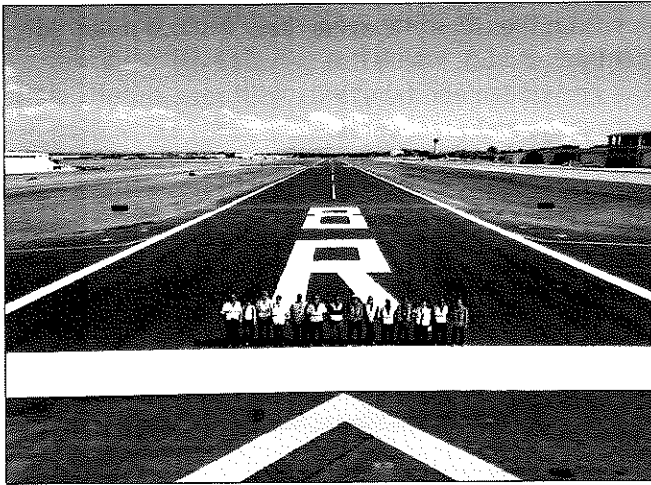
We have extensive CM experience at active commercial airports as shown in Exhibit 1, Jacobs CM Experience on Recent Airport Projects. We provide detailed project descriptions for the first six projects* following Exhibit 1, Aviation CM Services Projects, which demonstrate our ability to perform the required services. Notable is our experience on

complicated runway projects, which were constructed cost effectively, sustainable, and in challenging operating environments. The remaining projects focus on the CM work we've done under our current contract at LGB, which has provided our team with the knowledge and familiarity with your airport, staff, processes and procedures.

Engineering CM Services

Exhibit 1: Aviation CM Services Projects	Pre-Design	Design	Coordination	Weekly Project Meetings	Schedule	Cost and Budget	Changes in Claims	QA/QC	Record Drawings	Project Close Out	Reporting
*LGB, Improvements to Runway 7R-25L and Improvements to Taxiway C		→	→	→	→	→	→	→	→	→	→
*HNL, Construction Management Services for Runway 8L Widening and Miscellaneous Improvements, Phase 1		→	→	→	→			→	→		→
*LAX, Qantas Hangar			→	→	→	→	→	→	→	→	→
*LAX, Delta Hangar			→	→	→	→	→	→	→	→	→
*ONT, Cargo Relocation Project		→	→	→	→	→	→	→	→	→	→
*Hawaii Airports, On-Call CM Projects			→	→	→	→	→	→	→	→	
LGB, Perimeter Security Improvements			→	→	→	→	→	→	→	→	→
LGB, HVAC Replacement			→	→	→	→	→	→	→	→	→
LGB, Fire Committee Work - Miscellaneous Projects	→	→	→	→	→	→	→	→	→	→	→
LGB, Monument Sign Project		→	→	→	→	→	→	→	→	→	→
LGB, Remain Overnight Parking	→	→	→	→							
LGB, GSE Charger Project			→	→	→	→	→	→	→	→	→

LGB, Multiple Projects, Long Beach, CA



OUR ROLE | *Construction Manager (Prime Firm)*

YEAR COMPLETED | 2019

CLIENT REFERENCE | *Henry Monfiero, Capital Projects Coordinator III, LGB, 562-570-2616, henry.monfiero@longbeach.gov*

Improvements To Runway 7R-25L

Jacobs provided full service CM services for the construction of the Improvements to Runway 7R-25L [8R-26L] at LGB. Based on Alternative 3A of the Airfield Geometry Study (AGS) the 7R-25L project was the first major construction project released. Reconstruction of the asphalt concrete (AC) pavement and other ancillary improvements to Runway 7R-25L [8R-26L] were funded in part (90.66% of eligible costs) by a Federal Airport Improvement Program (AIP) grant with the remaining local match funded through the Passenger Facility Charge (PFC) Program. As part of the project, both Runways 7R-25L and 7L-25R were re-designated as 8R-26L and 8L-26R.

The process of runway re-designation takes tremendous stakeholder coordination and constant communication with the FAA Airports Division, FAA Air Traffic Office, and LGB Airport Operations. Jacobs developed a Runway Re-designation Checklist to facilitate the process. During the preconstruction phase, Jacobs saved LGB approximately \$900K in construction costs by suggesting the relocation of the P-401 taxi strip to the location of new Taxiway J5.

Improvements to Taxiway C

Jacobs is providing prime CM services for the Improvements to Taxiway C at the Long Beach Airport. During the design phase of this project, Jacobs was able to assist in the review of both the phasing and design to help with constructibility and efficiencies in phasing. We were instrumental in getting 57 hour closures of Runway 12-30 for two consecutive weekends allowing the airport to add major efficiencies to the construction of the project versus having multiple months of nightly closures.



TAXIWAY C - MAIN RUNWAY CLOSURE MITIGATION

The project team, through close coordination with all airlines and airport operations, was able to reduce the impact to Runway 12-30 from 3 months of nightly closures into two 57 hour weekend closures.

HNL, Construction Management Services for Runway 8L Widening and Miscellaneous Improvements, Phase 1, Honolulu, HI



OUR ROLE | *Construction Inspection*

YEAR COMPLETED | 2019

CLIENT REFERENCE | *Gary Takahashi, Construction Manager, RM Towill, 808-842-1133, GaryT@rmtowill.com*

Runway 8L Phase 1

Our role is providing construction inspection as part of the CM team. The project consists of cold milling and reconstructing/ resurfacing the existing Runway 8L AC pavement structure and widening the existing runway. The work includes replacements/modification to existing lighting work, removing existing taxiway shoulder markings, painting temporary and final pavement surface markings and completing other related works in accordance with plans and specifications.

Jacobs was engaged to help the CM with rephrasing and adjustments to accommodate better working hours on the airfield and promote a better production rate as well as lessen the impact to the airlines, airport management and traveling public.

The team has extensive FAA asphalt and runway experience and assisted in the rephrasing of the project to shorten the construction schedule. This also limited the downtime of a major runway for the airport.

The design for this project was not completed to industry standards and Jacobs was able to assist HDOT-A in limiting the amount of changes needed by performing an expedited constructability review prior to bid of the project.

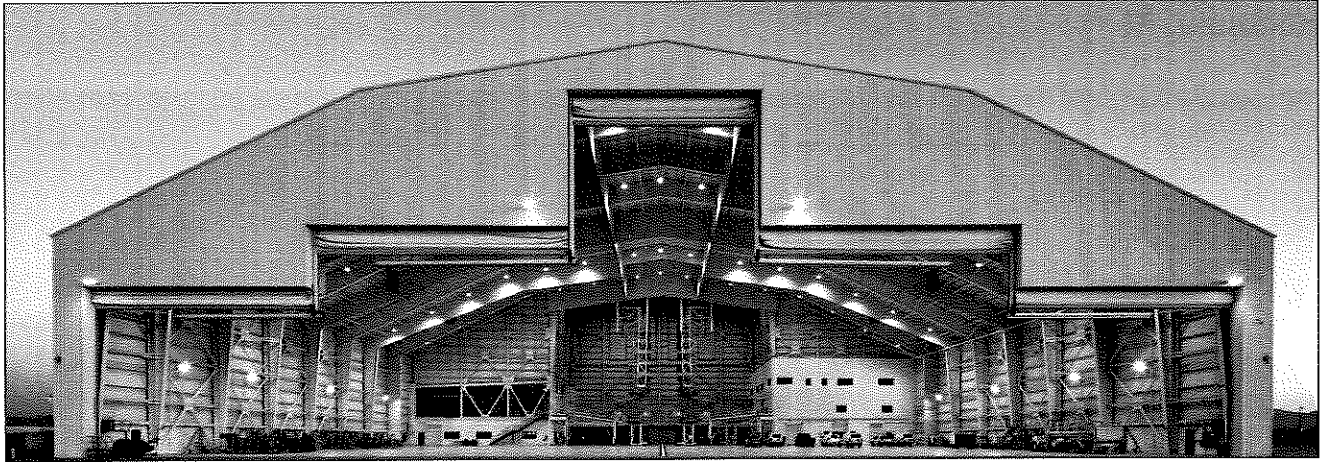
The inspection requirements of Federal Aviation Administration Advisory Circular 150/5340-1L (Standards for Airport Markings) and 150/5370-10G (Standards for Specifying Construction of Airports) were used.



PREVENTING OPERATIONAL INTERRUPTIONS

Jacobs was engaged to help the CM with rephrasing and adjustments to accommodate better working hours on the airfield and lessen the impact to airport operations, the airlines, airport management, and traveling public.

LAX, Qantas Hangar, Hardstands, and Enabling Works, Los Angeles, CA



OUR ROLE | *Project/Construction Manager*

YEAR COMPLETED | *2017*

CLIENT REFERENCE | *Charlie Westgarth, Senior Manager, Qantas, +61 2 9691 3300, charlie.westgarth@qantas.com.au*

Qantas Maintenance Hangar CM

Located within the West Aircraft Maintenance Area (WAMA) at the terminus of Taxiway B at LAX, Qantas developed a new engineering hangar and attached aircraft parking ramp areas. Integrated within the maintenance facility is the Qantas corporate headquarters for North America. Designed for the Airbus A380 and Boeing 747-400, the enabling works project features two hardstands totaling 25,680 square meters. The enabling works contract for the new Qantas facility included retaining walls, overexcavation/fill, utilities, aircraft pavement, access roadway, and fencing. We coordinated works with the selected design-build contractor, the Qantas project team, Qantas-retained design consultants, Los Angeles World Airports (LAWA), Los Angeles Department of Building and Safety (LADBS), and Los Angeles Department of Water and Power (LADWP). The first task assigned to Jacobs was a full design and constructibility review and extensive value engineering exercise to eliminate the initial \$30M overrun and achieve Qantas construction budget of \$37.5M for the hangar.

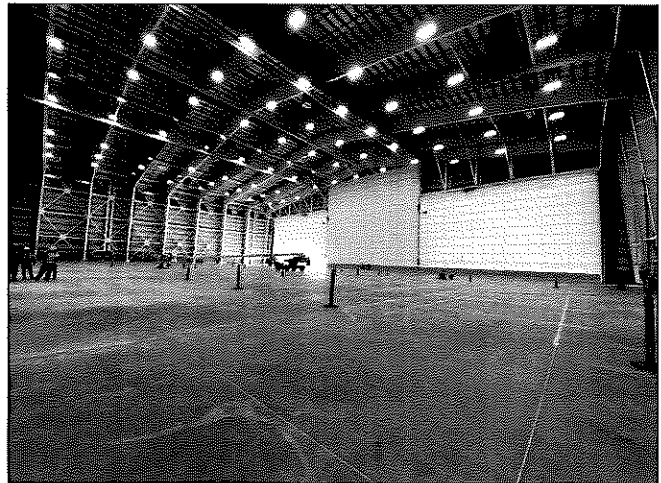
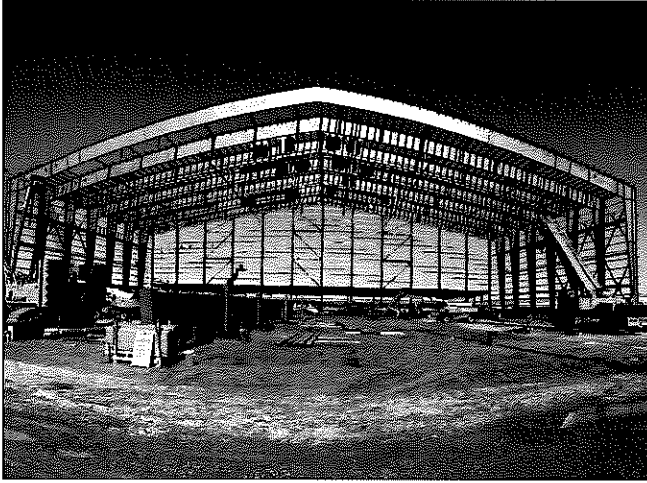
To best help Qantas in their initiative to create a competitive aircraft maintenance capability while achieving significant productivity improvements, we provided PM/CM services for the enabling and vertical works portions, increasing our partnership with both LAWA and their airline partners. We served as Qantas' representative during preconstruction, design, construction, and closeout phases. With a client team of 20+ subcontractors, we were able to implement safety protocols, weekly meetings and field safety monitoring, leading to no lost-time accidents.



SUCCESSFUL TEAM WORK WITH ALL STAKEHOLDERS

We led coordination efforts between contractor, LADWP, and LADBS to recover completion schedule through design and deployment of temporary facilities to facilitate transition from former hangar to new hangar, saving Qantas \$50,000 per day liquidated damages.

LAX, Delta Hangar, Hardstand, Ground Support Equipment Facility, and Enabling Works, Los Angeles, CA



OUR ROLE | *Project and Construction Manager*

YEAR COMPLETED | *Ongoing*

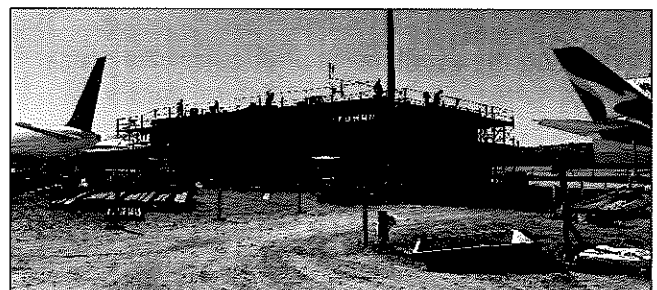
CLIENT REFERENCE | *Dennis A. Farmer, Director, Facilities Maintenance and Construction, LAX, 310-568-6067, dennis.farmer@delta.com*

Delta Air Lines WAMA Hangar and Enabling Works

Located within the West Aircraft Maintenance Area (WAMA) at the terminus of Taxiway B at LAX, Delta is developing a new maintenance hangar, adjacent aircraft parking ramp area, and ground support equipment (GSE) facility. Jacobs was selected by Delta to provide project management and CM services for the enabling and vertical works portions of the LAX WAMA hangar development. Jacobs served as the airline's representative during the preconstruction, design, construction, and closeout phases. We coordinated project elements with the selected design team, construction manager at-risk (CMAR), the Delta project team, LAWA, LADBS and LADWP. Designed for the Airbus A350 and Boeing 777, the enabling works project included 65,200 SF of FAA P-501 PCC paving and is comprised of retaining walls, overexcavation/fill, utilities, aircraft pavement, access roadway, and fencing. We also provided 11 Jacobs Value+ savings ideas between February and September 2017, which generated \$3.8M in savings, including retaining wall relocation and footing modification; drilled piers in lieu of overexcavation; field trailer location preventing

multiple mobilizations; the reuse of switchgear; and reduction of required over-excavation along the road and CMAR fee reduction.

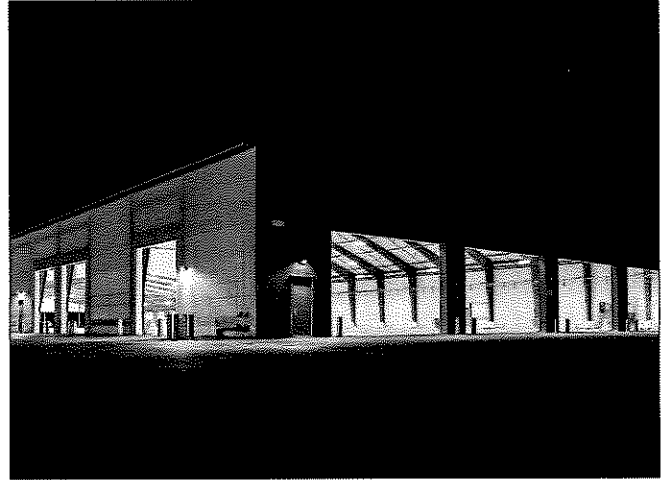
The first pricing exercise by the CMAR team performed at the 60% design level was approximately \$20M over budget. Jacobs led the effort to re-program the project to re-align the design with the initial concept. This re-programming effort resulted in the project being brought back within budget.



FAST-TRACK PROCUREMENT SUPPORT

We prepared procurement documents (RFQ/RFP) for hangar designer, hangar contractor, and GSE facility design-builder. GSE facility RFP prepared in 2 weeks between August 27 and September 10, 2018.

ONT, Cargo Relocation Project, Ontario, CA



OUR ROLE | *Construction Manager*

YEAR COMPLETED | *Ongoing; to be completed December 2019*

CLIENT REFERENCE | *Keith Owens, PE, Director of Program Management, OIAA, 909-544-5383, kowens@flyontario.com*

Consolidated Cargo Operations

The Ontario International Airport Authority (OIAA) has partnered with FedEx to consolidate their airport cargo operations into a new sorting facility located at the northwestern quadrant of the airport. To make room for the new FedEx cargo sorting facility requires the demolition of five existing hangar structures within the proposed cargo facility footprint. The existing hangars are currently being utilized by two existing tenants, Southwest Airlines Cargo (SWA) and Majestic Terminal Services (MTS). To facilitate the demolition of the hangars and prepare the site, the OIAA is building two new Tension Fabric Structures (Approx. 56,400 SF and 69,120 SF) located east of Terminal 1.

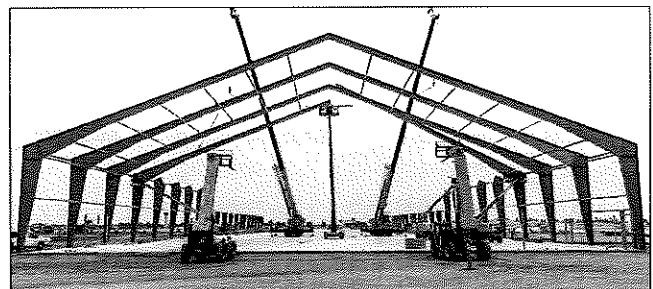
Permitting: No coordination efforts nor plan check process began with the City of Ontario during the design phase. It was not until Construction began that coordination efforts were made with the City and the plan check process began. This proved to be difficult for the project as construction could not begin until the City had reviewed and approved the plans and a permit was pulled by the Contractor.

Southern California Edison (SCE) Electrical Service: The airport had limited utility as-builts for the project area. The original plans called to connect the new electrical system to the existing electrical SCE transformer. This proved to be a challenge for the project because it was discovered after

construction began that the existing SCE transformer was not in compliance with SCE standards and that the electrical run conflicts with the proposed building concrete slab and grading.

JacobsValue+ Savings: Jacobs suggested utilizing a passive ventilation system in lieu of the original HVAC system, saving the client approximately \$591K.

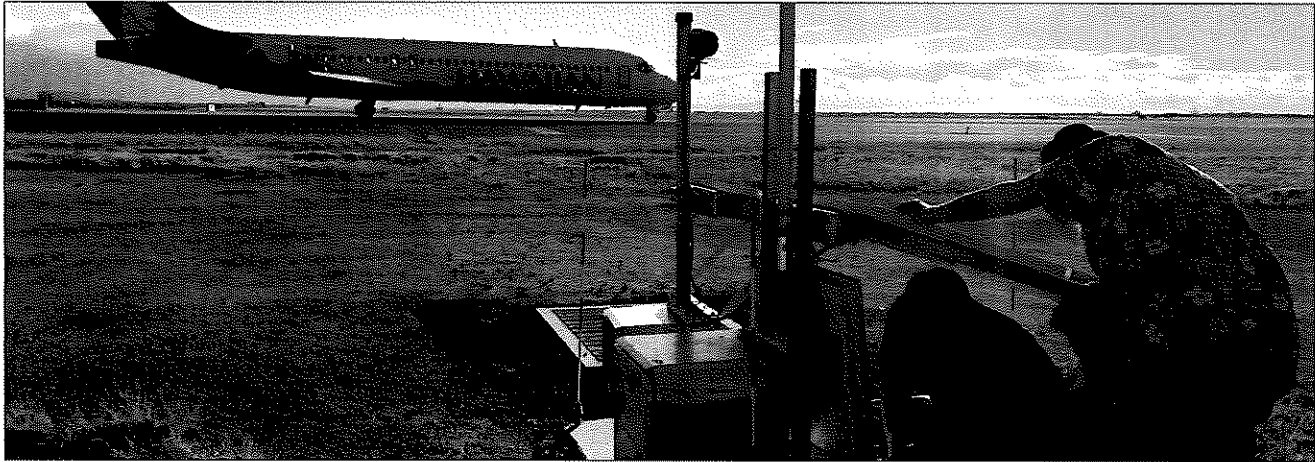
DIP in Lieu of CMLC Water Pipe: CMLC pipe had a lead time of 4 weeks to shop fabricate and procure. Jacobs researched the City's design standards and found that the City accepts both DIP and CMLC pipe for 16" waterline. The City approved Jacobs use of DIP in lieu of CMLC which saved the client 4 weeks in potential delay and approximately \$139K.



SEAMLESS COORDINATION OF WORK

We made strong efforts to coordinate with all stakeholders as soon as they were brought on board during construction. Jacobs utilized its relationships with the City of Ontario, SCE, Frontier Communications, City of Ontario IT, MTS and SWA.

Hawaii Airports, On-Call CM Projects, Multiple Locations, HI



OUR ROLE | *Construction Manager & Inspection Services*

YEAR COMPLETED | *2018*

CLIENT REFERENCE | *Maritez A. Marquez, State Project Manager, HDOTA, 808-838-8808, maritez.a.marquez@hawaii.gov*

Jacobs was selected to provide on-call CM services and solutions for a three year on-call contract throughout the state of Hawaii for multiple projects. During this time, Jacobs managed multiple projects simultaneously with varying scopes from fence projects to new multi-discipline facilities. Jacobs completed these projects successfully while maintaining the lowest burn rate and highest client satisfaction by efficient deployment of experienced staff.

JRF, New T-Hangars and Infrastructure Improvements Phase I

CM responsibilities were taken over for this project by Jacobs in September of 2017. The scope of this project is to construct a new 8-bay T-Hangar facility to be used by future general aviation tenants at Kalaeloa Airport. Additional work has been added to the contractor's scope since Jacobs came on board, including the design and construction of an oil containment pad adjacent to the hangar, enforcement of a keying schedule, addition of man doors within the bifold hangar doors, addition of a trash containment outside of the hangar and the addition of building number signage.

JRF, New T-Hangars and Infrastructure Improvements Phase II

The scope of the project is to construct two new 5-bay T-Hangar facilities to be used by future general aviation tenants at Kalaeloa Airport. This project is adjacent to the T-Hangars Ph I construction site and has required coordination with the adjacent project for items such as drainage and accessibility. Additional work encountered includes the discovery and remediation of subsurface cavities, addition of man doors within the bifold hangar doors and the additional work for design changes to the photovoltaic system and drainage system. Jacobs has also coordinated credits for work removed from the scope including the removal of a sewer lift station.

OGG, Enclosure of Ground Level Spaces

The scope of this project is to enclose 13 separate spaces within the OGG terminal building. The scope includes relocation of utilities and added sewer and electrical lines to accommodate current and future tenant buildout, and installation of all slab-on-grade, exterior walls, doors, and locksets. This project included coordination with Transportation Security



ENCLOSURE OF GROUND LEVEL SPACES, KAHULUI AIRPORT, MAUI
During construction, potential new tenants for the new spaces made requests for different locations other than the locations identified in the contract. The CM team worked with the owner, State project manager, designer, and the contractor to identify new locations to suit the tenants for the same basic scope of work. The coordination effort worked out to be an almost net zero cost change to exchange the new locations for the old ones. This type of open communication with the owner, CM team, contractor, and stakeholders can be used in the same manner on this project.

Administration (TSA) to relocate the emergency generator from one space to a new location for critical security systems and coordination with current airlines for initial configuration of spaces to accommodate their current needs.

ITO, Lightning Protection System

The scope of this project is to install lightning protection throughout the airport terminal buildings. These lightning rods were installed to protect the airport from direct lightning strikes that were occurring. Our scope included schedule reviews, planning, scheduling of circuit shutdowns all while keeping the airport and terminals active and usable by passengers.

KOA, Lightning Protection System

The scope of this project is to install lightning protection throughout the airport terminal buildings. A significant portion of the buildings included in the original scope were demolished due to a separate project, which has required coordination with the contractor for credit for work removed. These lightning rods were installed to protect the airport

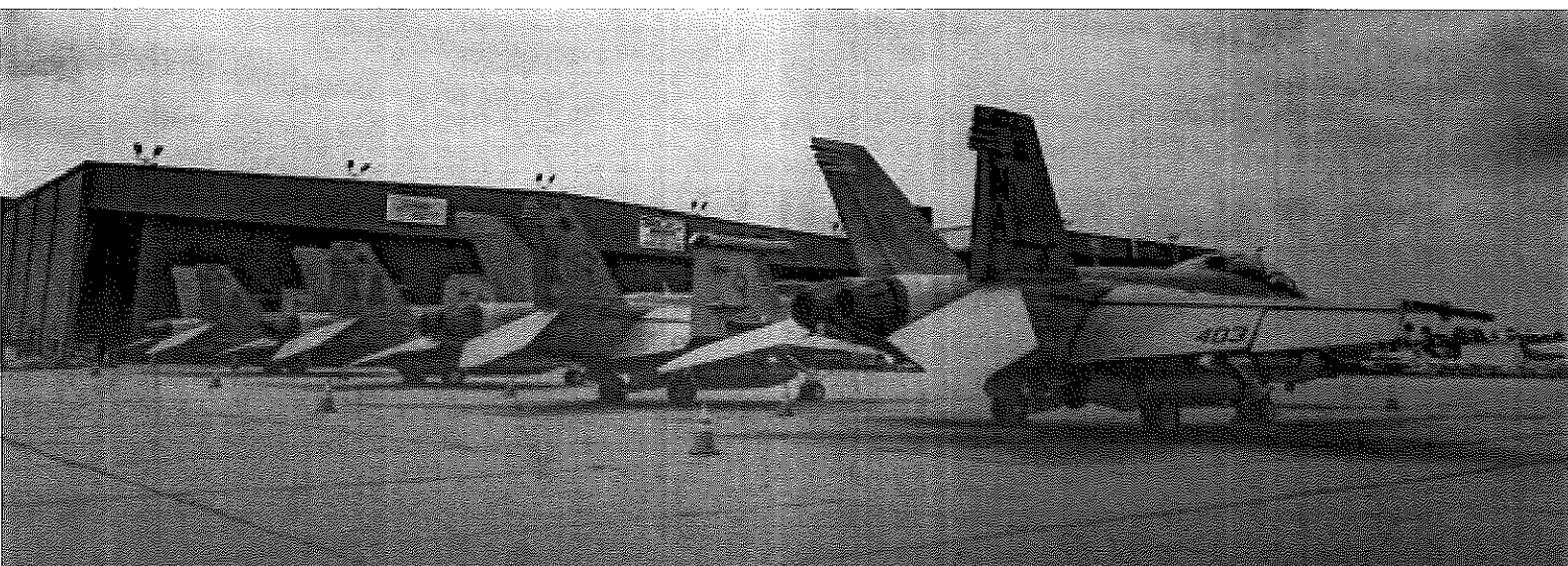
from direct lightning strikes that were occurring. Our scope included schedule reviews, planning, scheduling of circuit shutdowns all while keeping the airport and terminals active and usable by passengers.

Perimeter Fence Improvements, Dillingham Airfield Completion

The scope of this project is to construct a perimeter fence of approximately 2,000 linear feet to increase the security and ensure proper access of Dillingham Airfield. Major hurdles in this project include hostile tenants of airfield lots, which have prevented safe access to work areas. In response, Jacobs arranged for Sheriffs detail to be present onsite during work activities and took other measures, such as the addition of overnight lighting, to ensure security for the contractor and Airport Property. This project is currently at a stoppage of work under direction of the State.

Interisland Terminal 3rd Floor Renovation

The scope of this project includes renovation of the third floor of the terminal to include demolition of existing interior walls, restroom facilities and the relocation of electrical, plumbing and HVAC systems, build-out of office space, restrooms and conference rooms, and new entry and exit corridors. A successful project element included holding weekly coordination meetings to discuss upcoming work and resolve any issues before the construction that part of construction begins, helps reduce the potential of delays caused by last minute issues.



5.9.2 KEY PERSONNEL



5.9.2 Key Personnel

Per RFQ: 5.9.2 Key Personnel 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.

Our Team

Jacobs brings you the same team that has been delivering for you over the past three years. Because your program is growing and evolving, we've added new faces with the requisite specialized expertise to make sure your projects are delivered on time and on budget. We will look at the life-cycle of any project and provide innovative ways to deliver them to LGB. Our team brings a unique perspective to aviation challenges that arise in active, complex airport environments and a valuable familiarity with LGB that allows us to hit the ground running from day one.

Professional Qualifications,
Experience, Availability, Reputation,
Professional Integrity, Competence,
and Knowledge of FAA Regulations,
Policies, and Procedures

Brook Corney

Construction Manager Availability: 100%

Brook has been embedded at LGB for the past three years and is currently the construction manager on Taxiway C. He has relationships with you, your stakeholders and the FAA, and brings the institutional knowledge to support LGB on day one. Brook has worked on the contractor side and now represents the owners and understands how contractors think. Since he has worked on both sides, this allows him to have open honest discussion related to quality and understands QA/QC requirements. Through this understanding, Brook was able to help an owner when the contractor was claiming delays and impacts related to FAA standards. A strong knowledge of the standards allowed him to guide the contractor to admitting they did not perform the testing pursuant to the FAA Circulars and saved the owner valuable time and money.



CM, BROOK CORNEY



As construction manager for many airport programs, including engineering services for various development projects currently in progress at LGB, I enjoy building and improving airports for the benefit of the traveling community. It excites me to have this opportunity to return to LGB and be able to apply lessons learned, from my time working at LGB and other major airports around the US, to bring this CM services project to successful completion.

Brook's approach to on-call staffing is working as an integrated team member with you to provide scalable resources and timely access to subject matter experts.

Martin Carbullido

**Principal Inspector/Deputy CM
Availability: 100%**

Martin brings an intimate knowledge related to both the City of Long Beach's processes and procedures and inspection activities at LGB. He conducts airside inspections to meet FAA Advisory Circular requirements. He has been involved in every P-501 paving project at LGB and has valuable experience in QA/QC processes related to FAA Advisory Circulars. Martin was instrumental in resolving issues related to P-501 paving on the old Taxiway C paving when during an inspection he discovered that the concrete supplier was not following the concrete requirements and adding admixture to the mix. From this discovery, he prevented those loads of concrete from being placed and giving LGB the best product per the FAA Circulars. He currently works at LGB supporting the improvements to Taxiway C Project.

Corey Kramer

Project Engineer **Availability: 100%**

Corey has managed multiple projects from inception through closeout and is currently working on the Delta Air Lines Maintenance Facilities Program at LAX. Corey has prepared FAA Construction Management Plans that incorporate the QA testing requirements and frequency. He assisted the owner by preparing the testing and inspection plans which allowed for faster testing and planning for testing, allowing the project to get off to a great start and ended with all testing being completed.

Tony Camarena

Field Engineer **Availability: 100%**

Tony brings multiple stage project life cycle work flows and procedures for aviation and regulated utilities programs. He's worked on projects at various stages from inception, preconstruction, construction and closeout. He is presently working on the Delta Air Lines Maintenance Facilities Program at LAX. Tony has FAA experience working as a field engineer with planning and managing the QA testing to confirm the contractors meet the requirements of the FAA Circulars. He scheduled all QA testing to verify the QC results allowing the owner to know they were getting a quality project. Tony's understanding of FAA specifications, allows him to catch an issue related to methane placement on his projects. He is able to catch when methane has been punctured during a follow-on activity and requests repairs and re-inspection sooner, allowing the owner to pass building inspections.

Teodoro (Teddy) Noel

Inspector **Availability: 100%**

Teddy has 13 years working at LGB. Teddy's last assignment was working at LGB as a construction inspector on the Runway 25L project. His ability to document the work on a daily basis along with monitor the quality of work has been invaluable at LGB. Teddy has extensive experience with following the FAA Circulars and was instrumental in monitoring the work on the Runway 7R-25L project allowing the team to document inefficiencies by the contractor and supporting the contractor in mitigating the schedule. He has vast knowledge of the FAA requirements and forms which has allowed LGB to pass all FAA audits with ease.

Organization Chart

Exhibit 2, Organization Chart, located on the following page, provides clear lines of communication and authority. Brook will be your primary point of contact and Martin will assist in leading the team throughout the duration of the project. We've organized our team to include senior staff who can serve as technical leads for any of the services you require under this contract, based on their relevant experience and location near LGB for rapid deployment.

Our team also includes subconsultant partners to provide you with a breadth of talent in all aspects of project delivery, no matter the service you may require. In addition, we have a pool of reachback resources and services for you to utilize if the need arises outside your required scope.

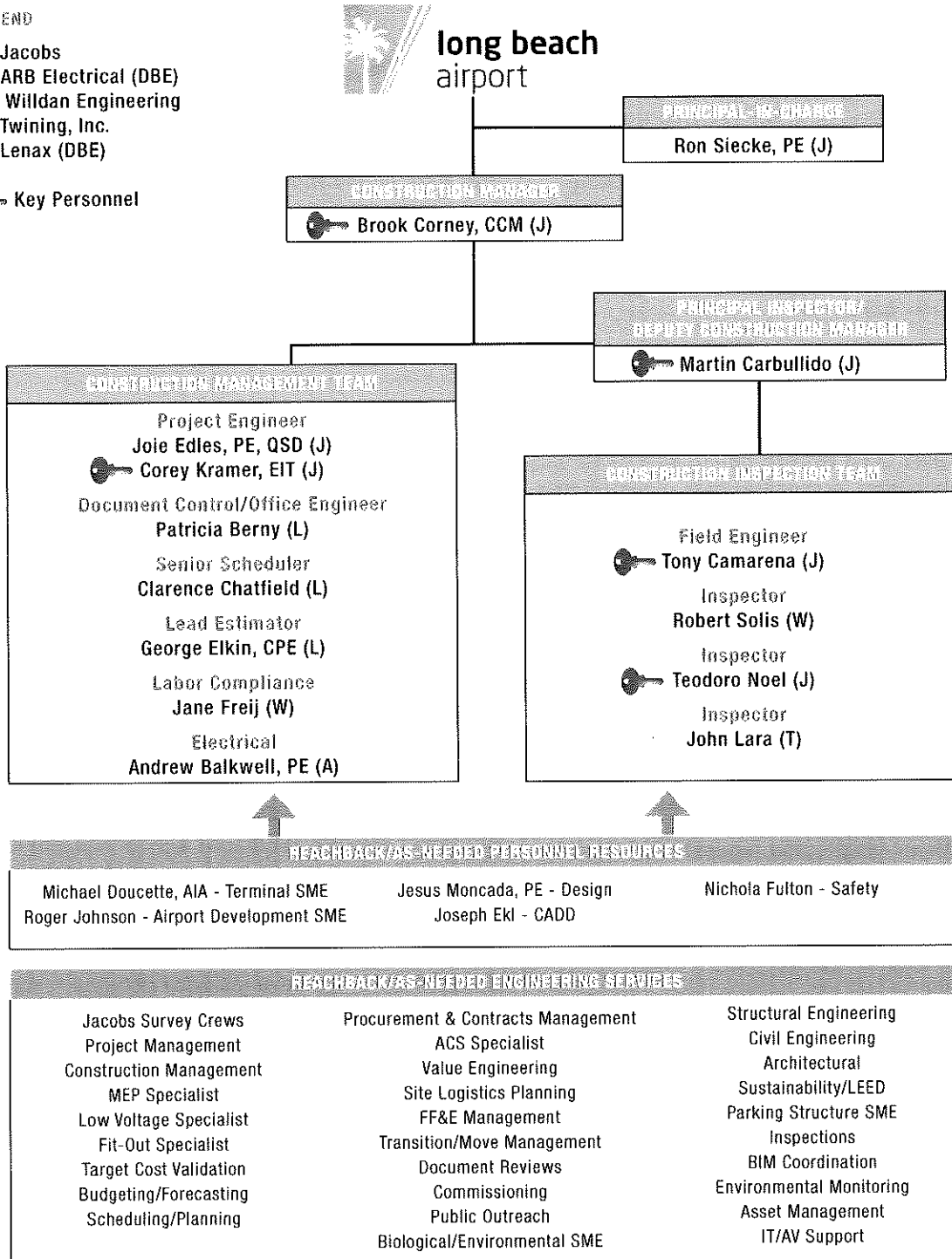
In Appendix A, we have included detailed resumes for our key personnel and team members, highlighting their valuable qualifications, experience, and background.

Exhibit 2: Organization Chart

LEGEND

- (J) Jacobs
- (A) ARB Electrical (DBE)
- (W) Willdan Engineering
- (T) Twining, Inc.
- (L) Lenax (DBE)

Key Personnel



An aerial, black and white photograph of an airport terminal building. The terminal has a long, rectangular roof with several large skylights. The surrounding area includes a tarmac with various aircraft and ground service equipment. The sky is filled with dramatic, dark clouds. The text "5.9.3 DEMONSTRATED UNDERSTANDING" is overlaid in white, bold, sans-serif font across the middle of the image.

5.9.3 DEMONSTRATED UNDERSTANDING

5.9.3 Demonstrated Understanding

Per RFQ: 5.9.3 Demonstrated Understanding
Demonstrated understanding of project implementation, potential problems and
the City's special concerns

Demonstrated Understanding of Project Implementation

We have provided CM services at LGB since 2016. Using this and our experience gained at dozens of similar airports, we will quickly understand each scope and execute the CM task to your expectation. Projects include:

- ▶ Taxiway D Rehabilitation
- ▶ Runway 16R-34L Conversion to Taxiway B
- ▶ Taxiway L Improvements
- ▶ Taxiway and Taxiway F Reconstruction, and Taxiway D Realignment (between Taxiway E and Taxiway F)
- ▶ Additional unforeseen and as-needed projects that are not subject to federal grants

Our experience with airfield pavement, airfield lighting systems, operations and stakeholder coordination are proven by our previous assignments at LGB. The knowledge gained and lessons learned from these and other projects will be brought forth to the projects listed in the RFQ.

Taxiway D Rehabilitation: This pavement was last reconstructed in 1994 and is beyond the 20-year life cycle for airfield pavements. The pavement surface is deteriorating and needs rehabilitation, which primarily includes milling and overlay with new bituminous pavement. Main challenges include phasing and coordination of closures for Runway 12-30 and 8L-26R, both of which are main runways. Coordination with LGB's many partners—including airlines, air carriers, flight schools, GA pilots—is also required. Phasing of this project may overlap with the on-going Taxiway C project. The scope of this project requires a comprehensive phasing map to minimize impacts to aircraft operations, provide consistent communication with LGB operations, and understand aircraft movements during the different phases. We are well versed in aircraft movements at LGB and know that some of the work areas impact two cross runways. Since this work takes place during hours of operation, detailed communication with the FAA tower through the LGB operations team is required.

Communication is important with regard to your community interface and exceptional record with the community.

Runway 16R-34L Conversion to Taxiway B: This project enhances safety, corrects taxiway geometry, maintains operational capacity, and includes complete pavement removal and rehabilitation. In addition to maintaining access to the adjacent Aircraft Rescue and Fire Fighting (ARFF) Station 16 and GA FBO, this project has challenges that include new electrical systems and integration into the existing airfield electrical system. This work requires an experienced electrical inspector with knowledge of high voltage airfield lighting, new airfield signage, and safety requirements. We are well versed in airfield electrical work and have the experience with upgrading existing systems and integrating new systems with existing systems. We have worked closely with LGB electricians in troubleshooting issues on previous projects and managing the installation and testing of new systems such as the Runway 7R-25L Reconstruction, Taxiway D South CCR trouble report issues, and troubleshooting Runway 12-30 circuits. We have completed several airfield electrical investigations, which has given us knowledge of your airfield electrical system.

Taxiway L Improvements: This project includes pavement reconstruction with Portland Cement Concrete (PCC) and extensive drainage system improvements to alleviate the subsurface groundwater saturation. Taxiway L serves as the primary taxiway for all departing commercial and air cargo aircraft. The project enhances safety and preserves capacity. It requires coordination with outside agencies—Caltrans, City of Long Beach Public Works, utilities, UPS—when working over the Lakewood Boulevard and Spring Street underpasses and installing under-drain facilities. During the relocation of Runway 25L at LAX, portions of this scope were to repave P-501 over South Sepulveda Boulevard and install new drainage features and address subgrade issues around the tunnel structure. We provided a solution to the design engineer to fast-track the effort when a section of clay that showed signs of liquefaction adjacent to the tunnel was discovered. With this solution we were able to start remediation within 12 hours. We managed

the construction of two new bridges with under structure drainage and pump stations designed to accommodate the Airbus A380.

Taxiway and Taxilane F Reconstruction, and Taxiway D Realignment (between Taxiway E and Taxiway F): This project consists of reconstructing existing pavement and constructing the new Taxilane F at the southern end of former Runway 16R-34L, allowing access for FBOs and cargo carriers, and providing a future run-up area. One major issue is working on Taxiway F, which requires coordination with FBO operations along Taxiway F. The new Taxilane F will also require extensive coordination with a major tenant at LGB, Catalina Flying Boats Air, to keep their multiple flights a day on time with no interruption of service. The Taxiway D Realignment portion is to give more separation between Runway 12-30 and existing Taxiway D to meet FAA requirements. We have constructed two previous run-up areas at LGB and worked a detailed sub-phasing plan while doing slurry work along Taxiway F during the Improvements to Runway 7R-25L project.

In addition to our understanding of what is needed to implement these projects, we bring:

- ▶ **Construction Success:** The airport's goal to provide quality construction, within budget, on schedule, and with no change orders. We actively engage during construction. Our task order managers and Subject Matter Experts (SMEs) anticipate contractor questions and respond within 24 hours to any questions raised during construction. We host weekly construction meetings, monitor baseline schedule, control costs, and build a trusted relationship with the contractor team for mutual success.
- ▶ **Subject Matter Experts:** Jacobs offers you the benefit of SMEs in all disciplines related to this work. For example, airfield lighting or navigational aids improvements is led by our airfield electrical subconsultant, ARB Electrical, a proven LGB partner.
- ▶ **Construction Safety and Phasing Plans:** Detailed, careful planning, and coordination during construction at LGB facilitates safe aircraft operations, our primary concern on all airfield projects.

Demonstrated Understanding of Potential Problems

Collaboration between LGB staff and our team members—with clear and direct lines of communication—is crucial in executing projects in an active airport environment. In addition to serving commercial flights, LGB is one of the nation's busiest GA airports. Your priority is to maintain safe and efficient operations throughout the delivery of these projects. We've identified some of the potential problems that could affect this success below:

Interruption of Airport Operations: One risk to LGB is potential interruptions to airport operations. With these projects being on either main taxiways (Taxiway L and Taxiway F) and other taxiways (Taxiway D and Taxiway B), work coordination is critical. With Taxiway L—the main taxiway for the commercial aircraft leaving the terminal for departure—being closed, this requires aircraft to cross Runway 12-30 to get to Taxiway D, which increases the workload of the FAA tower. Schedule and coordination are major components. Operational problems, regardless of magnitude, can pose real public affairs and financial challenges. We strive to make certain that every work plan safeguards the operational effectiveness of the airport and considers the risks of interruption when planning the packaging, phasing and schedule of work. Construction Manager Brook Corney brings his knowledge from working at LGB to assist in the development of operational phasing plans for each project along with potential re-phasing to help with production and reduce any lost time and cost. We have proven relationships with LGB operations team and understand their considerations allowing for quick planning solutions.

Project Delays and Monitoring/Mitigating Delays: Maintaining schedule for LGB and its community partners is paramount. We have proven experience in maintaining schedule, maintaining a "shadow schedule," recovering/mitigating schedule delays, and communicating potential impacts to the schedule in advance of contractor notification. When the Runway 7R-25L project was delayed due to weather and other contractor issues, we reviewed the schedule and worked with the contractor to complete the project.

LGB is undertaking overlapping projects. Our team has managed multiple complex projects simultaneously by providing programmatic schedules and showing potential overlaps that may cause impacts to schedule and/or budget. On Runway 8L at HNL we overlapped work to take advantage of closures and extended work hours to complete tasks while limiting impacts to airport operations. At LGB we are simultaneously managing the GSE Charger, Taxiway C, and Monument Sign projects currently under construction.

Proactive Planning/Phasing to Limit Impacts to Air Operations Area (AOA), Tenants and Passengers During Construction:

Early and active involvement in planning to reduce impacts to LGB and your partners is key. Our extensive experience in dynamic phasing keeps LGB operational during construction. With the Taxiway C project, we provided an alternative closure plan for Runway 12-30. Contract bids were sent out to perform work over a three-month period of nightly closures to complete the intersections of Runway 12-30. The alternative provided two 57-hour weekend closures of Runway 12-30, which the airlines accepted as their preferred option. Its limited impacts, increased contractor production, and reduced impacts to schedule and cost.

Demonstrated Understanding of City's Special Concerns

LGB is owned and operated by the City of Long Beach and serves as a community airport covering areas of Greater Los Angeles County and Orange County. LGB is one of the nation's busiest GA airports supports a healthy GA community with 260,500 annual operations. Aircraft operations include scheduled passenger air carriers, air freight, GA, fixed wing and rotorcraft training, government/military flight operations, and other important uses. Your priority is to maintain safe and efficient operations and meet schedule and cost commitments. Planning the execution of projects within your active airport environment requires a collaborative approach among LGB staff and our team members involved in the respective task assignments. Planning and providing clear and direct lines of communication can mitigate (or significantly reduce) the chances of the following concerns from becoming reality during project delivery:

Operational Impacts: Closure of active movement area pavements is a key challenge at LGB. Movement area closure limits and the duration of that closure is balanced against the need for the project and the potential for increased cost if a contractor has too small a work area, or their schedule is too short to complete the programmed work. Prior to start of construction, we review the project schedule durations and continuously coordinate and seek input from you and your stakeholders to thoroughly understand the impacts of the closure areas to the airfield and help prioritize the critical areas with your staff. This reduces impacts to those critical areas. The FAA has made a significant investment in LGB and we support FAA's initiative to reduce runway incursions, largely through the application of new geometric standards on taxiways.

Passing Federal Audits: Proper and complete project closeout is essential to surviving an audit from the FAA. Our CM team has been through multiple FAA audits at various airports with great success.

Stretching Every Dollar: In addition to stakeholder input, funding is a challenge. Our approach for resolving this issue is two-fold. First, in meeting with LGB engineering staff we gain a clear understanding of the available budget. Second, we investigate opportunities during construction for cost savings. For example, we recommended incorporating the P-401 test strip into the production paving on the Improvements to Runway 7R-25L project, which saved the City \$900K and on the GSE Charger project, Jacobs was able to work with the contractor and precast foundations to limit operational impacts and reduce cost, resulting in overall cost benefits to both the contractor and the owner.

Safety: Our BeyondZeroSM safety culture values the health and welfare of our employees and our clients as the highest priority. We have trained safety professionals who provide their expertise on every project. Safety Officer Nichola Fulton will work in collaboration with our CM professionals to maintain safety on your projects at all times. Our integrated safety consciousness is reflected in our work and the projects we deliver. When we see risks, we identify them. When we see opportunities to enhance safety, we speak up.

A black and white photograph of a road. In the upper right, a sign reads '26L-8R'. The road has white lane markings and leads towards a horizon with some buildings in the distance.

5.9.4 QUALITY OF PROJECTS

5.9.4 Quality of Projects

Per RFQ: 5.9.4 Quality of Projects
Quality of projects previously undertaken and capability to complete projects
without having major cost escalations or overruns

Quality of Projects Previously Undertaken

LGB's goal is to provide quality construction, within budget, on schedule, and with no change orders. As your CM team, we actively engage during construction. Our integrated approach to quality management is more than a checklist—it is incorporated into task order operations through our Project Execution Plans (PEP) and Project Procedures Manuals (PPM). We developed this proven process from our experience managing dozens of similar on-call contracts.

Work Product QC Systems

Quality assurance/quality control (QA/QC) begin with each team member. Brook selects task order team members to make certain suitable technical skills are included at every level and that appropriate quality oversight is provided throughout the task order. Specific quality elements identified for each LGB task order include:

- Defining task order requirements and staff roles and responsibilities
- Identifying the specific quality criteria for the task order
- Making sure that the task order schedule includes time for technical and editorial reviews
- Defining a process for distribution of task order information, including handling of decisions and direction documents
- Confirming that technical experts are included to verify that LGB standards, regulations, and requirements are followed
- Making sure that review comments are documented and resolved appropriately
- Implementing a plan for communicating and involving subconsultants in the quality process

Efficiently developing and delivering high-quality projects is a team effort. Developing staff at all levels to have a quality-based mindset has been our formula for successful project delivery. We encourage our team to “steer” quality as they develop solutions and perform the work.

Client Quality Feedback

We measure our performance at the beginning, in the middle, and at end of a project to make sure your expectations are met throughout. We employ a client survey process memorializes your expectations and makes sure we perform to your satisfaction. The Client Expectation Survey occurs after Notice to Proceed (NTP) and sets the expectations for the task order. The Client Satisfaction Survey is conducted at intervals throughout the project (normally quarterly) and that the project's completion.

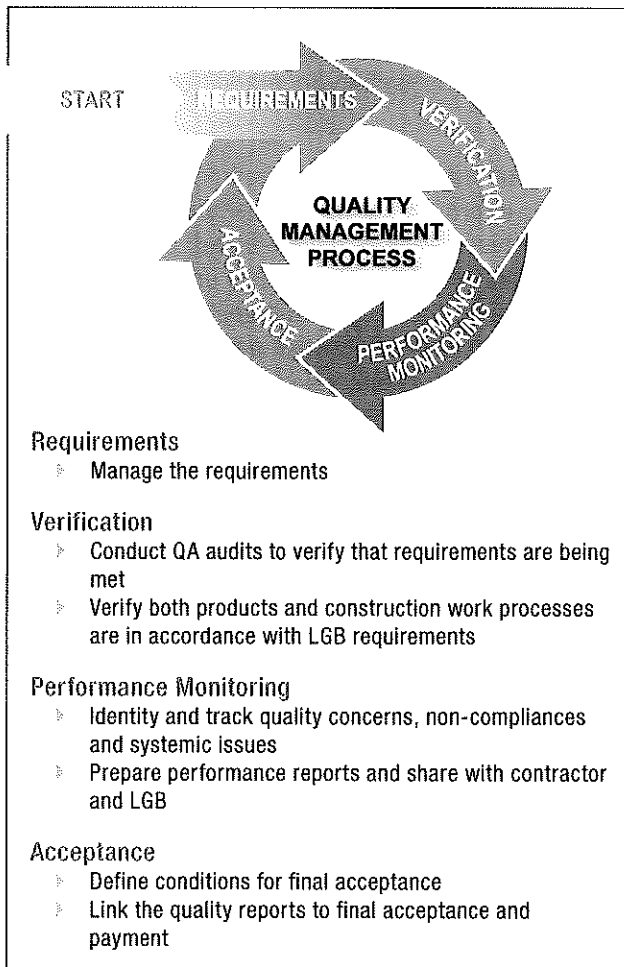
Client Expectation Survey: Brook and Principal-in-Charge Ron Siecke conduct this survey with your project manager at the beginning of each task order. It outlines your goals and objectives for our performance. It is intended to answer the question: How do you expect us to perform and what would make this project exceed your expectations? Topics of discussion include safety, scoping and project planning, staffing, communications, responsiveness, technical performance, quality of our design and deliverables, schedule, and cost. Open discussion of these items solidifies our working relationships and allows us to tailor our execution approach to meet your specific expectations and preferences.

Client Satisfaction Survey: This is a vehicle for you to evaluate and give feedback on our performance during regular intervals and after a task. It is intended to answer the question: How are we performing, or how did we perform compared to your expectations? We repeat this process at regular intervals throughout the project (quarterly or following a significant project milestone) to make sure we're still on track and that previously noted expectations are being met. Ron and/or a separate manager will conduct a satisfaction survey at the end of each task order to gain important feedback on how we did and to discuss areas of improvement.

The on-site project team rarely attends these surveys to allow LGB to provide open and honest feedback on the task order. Our goal is to continue to provide superior service and develop long-term working relationships with you. If you identify areas of improvement needed, Brook will work with Ron to take immediate corrective action.

QA Process

Our approach to quality has been demonstrated on several projects at LGB and at airports nationally. An example of this is the Airport Apron Pavement Structural Improvements Phase II project at Kahului Airport on Maui. We implemented and monitored the QA Plan pursuant to FAA requirements and provided oversight of the testing laboratory. We notified the contractor of potential issues before they arose by reviewing the preliminary test results, thus reducing the amount of rework required. During the construction process, we worked with the contractor's QC Plan to provide a high-quality product and fast-track the closeout process.



Capability to Complete Projects without having Major Cost Escalations or Overruns

With the current trends within the construction industry, effectively controlling project costs and schedules has become more critical than ever. The economic recovery seen in recent years has had a positive impact on business. However, this has also made the market more unpredictable as resources within the industry have become more stretched and companies find themselves short-staffed on skilled labor. The construction industry is at a premium and public sector owners are getting less competitive bids on projects as a result. You are relying on your technical experts to help manage critical issues such as:


- Controlling scope and cost creep
- Accurately identifying project costs at time of bid
- Alternate approaches to manage price escalations
- Innovative construction bid document packaging techniques
- Obtaining clearances and permits in a timely manner

We monitor project budgets similar to you so you can trust the information provided and the project can be completed within budget. By having reliable progressed cost data, we can make critical decisions with confidence, leading to strong budget control while keeping the project on schedule.

Another key to managing price escalations is efficient project execution. The quicker projects can be designed and cleared, the quicker they can be put out on the street for bidding, minimizing the risk to the owner of further escalation. Having a skilled construction manager on your team helps produce quality deliverables and control costs by minimizing contractor risk due to ambiguity in the plans or specifications; this also reduces the potential for change orders during construction. Keys to efficient project execution include:

- High quality constructability reviews to minimize rework
- Stakeholder consensus to keep projects moving forward
- Effective communication and coordination with affected stakeholders such as utility companies
- Clear understanding of the agency processes for obtaining clearances and permits

JACOBS VALUEPLUS



ValuePlus also provides a resource to our construction and management teams to look for cost-savers on similar projects. For example, on your recently completed 7R-25L project, during the preconstruction phase, Jacobs help save LGB approximately \$900K in construction costs by suggesting the relocation of the P-401 test strip to the location of new Taxiway J5.

The budget control process is ongoing throughout the project, especially during construction. We offer unique ways to add value, including our Jacobs ValuePlus. This is a simple process: as we go through the project, we develop and document cost-saving ideas for your “sign off” if you agree they were true cost-savers. We motivate our staff to always be on the lookout for ways to drive efficiency into the program, and we offer you a way to track the return on your investment. ValuePlus also provides a resource to our construction and management teams to look for cost-savers on similar projects. For example, on your recently completed 7R-25L project, during the preconstruction phase, Jacobs help save LGB approximately \$900K in construction costs by suggesting the relocation of the P-401 test strip to the location of new Taxiway J5.

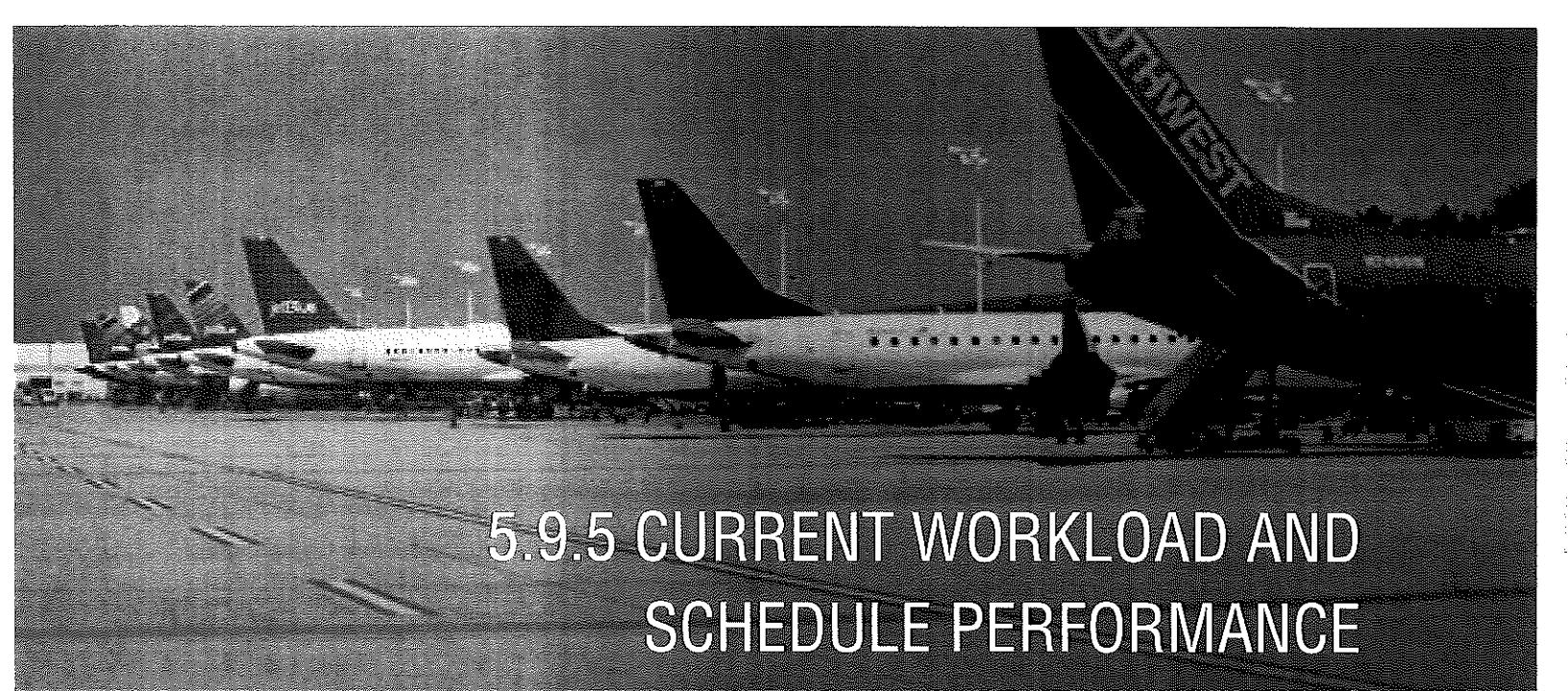
Managing the Project Schedule

We recognize the importance of project baseline schedules and the critical nature of a scheduling system that tracks projects through design, bidding, procurement, and construction. Keeping a baseline schedule on track ultimately minimizes impacts to your operations and project stakeholders and helps control cost.

Our project schedules include task activities, dependencies, and milestones. The schedule demonstrates when each milestone must be completed and delegates responsibilities to the construction project team. It illustrates time-related dependencies between different project tasks and identifies the critical path. Brook uses the project schedule as a tool to assign the appropriate inspectors and technical support staff needed to complete project milestones on time.

To make certain tasks are completed timely, Brook and Martin monitor the schedule weekly. If needed, they facilitate discussions with the construction team members and/or LGB to and make adjustments that involve appropriate decision makers, evaluating key information, or calling upon additional staff resources.

We also maintain a “shadow schedule” based on the contractor-approved baseline schedule. Our team populates this shadow schedule based on observed work and daily reports. This allows us to keep real-time updates on the project and see and report potential impacts to the critical path. With this early warning system in place, we can provide potential solutions prior to the contractor claiming an impact that could lead to time/cost overruns. This type of live update/early warning was demonstrated on the LAX Taxiway S project where we worked with Los Angeles World Airports (LAWA) to adjust the phasing when impacts were encountered, allowing LAWA to provide preemptive direction to remediate any potential delay claims.



5.9.5 CURRENT WORKLOAD AND SCHEDULE PERFORMANCE



5.9.5 Current Workload and Schedule Performance

Per RFQ: 5.9.5 Current Workload and Schedule Performance
Current workload and demonstrated ability to meet scheduled deadlines.

Current Workload

We understand that the staffing needs of this contract may fluctuate over the duration based on available funding and phasing. We are committed to the availability of the key personnel as needed to deliver this project successfully. We have evaluated our current and expected project assignments and estimated the average availability of our key personnel over the duration of this contract. Exhibit 3, Current Workload and Availability table below provides details of our proposed staffing levels. Our key staff are 100% available and committed to serve LGB and your upcoming projects.

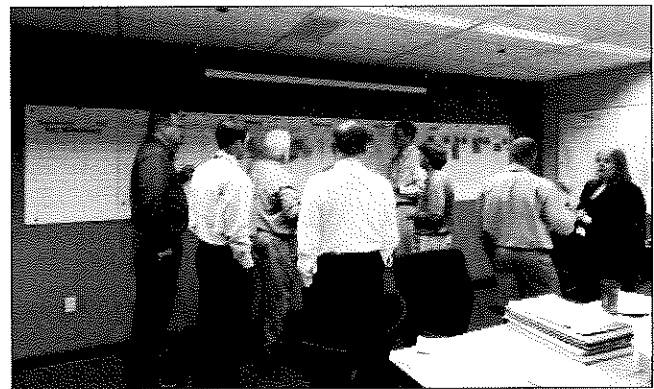
Exhibit 3: Current Workload and Availability	
Key Personnel	Current Assignment, Completion Date, % Availability
Brook Corney, CM	Currently working on the Improvements to Taxiway C Project at LGB, January 2021, 100%
Martin Carbullido, Principal Inspector/ Deputy CM	Currently working on the Improvements to Taxiway C Project at LGB, January 2021, 100%
Corey Kramer, Project Engineer	Currently working on Delta Hangar Project at LAX, April 2020, 100%
Tony Camarena, Field Engineer	Currently working on the Improvements to Taxiway C Project at LGB, January 2021, 100%
Teodoro Noel, Inspector	Currently Retired, 100%

Demonstrated Ability to Meet Scheduled Deadlines

Jacobs has a proven track-record of establishing and achieving project schedules for our clients, LGB and other agencies throughout California. We recognize the importance of meeting and exceeding time expectations for your projects.

Planning for Success

By looking forward with a critical eye at key project activities, we can facilitate stakeholder coordination and help you develop a comprehensive approach to the entire program. We will establish effective schedules that can adapt to a changing environment, program requirements, and unforeseen circumstances. We incorporate the Interactive Planning Sessions (IAPs) approach.



INTERACTIVE PLANNING SESSIONS (IAPS)

By bringing the extended team together, we will develop appropriate schedule contingencies to be incorporated into the program definition during all CM phases to address this dynamic environment and be forward-looking to other improvements that could impact the project.

IAPs develop a well-defined project execution plan by establishing key milestone dates, identifying key interfaces, identifying critical path, setting coordination procedures, and soliciting buy-in to the overall plan by each participant and stakeholder. This reduces risk and keeps change orders down.

Demonstrated Schedule Performance

Our team leaders—Brook and Martin—bring a proven track record of delivering airport CM projects ahead of schedule and under budget. Recent examples of their successful project schedules include:

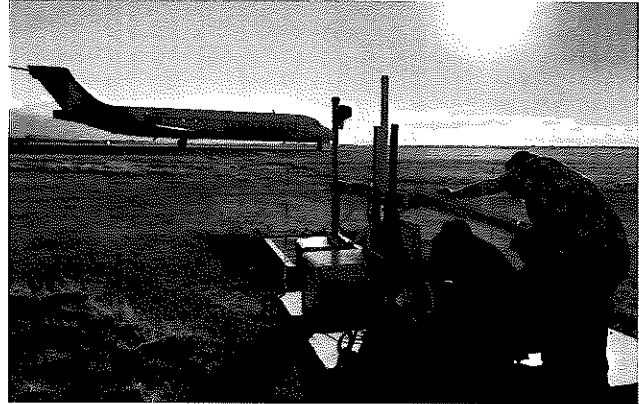
- ▶ At LGB, Brook and Martin have been successfully working on the Taxiway C project and are currently two months ahead of schedule and progressing smoothly. Martin has been managing the field work and Brook has been handling coordination and scheduling to make the project run as smoothly as possible. Brook and Martin are managing the GSE Charger project. While working with the contractor they have been able to accelerate this project and are also ahead of schedule by approximately three weeks. With their great teamwork between the field and the CM office they are coordinating daily with Airline Manager to install equipment and facilities faster than anticipated while keeping the airlines happy.



LGB - CM Services for Taxiway C

- ▶ While working in Hawaii for HDOT, Airports Division, Brook managed multiple projects concurrently and completed them either on-time or early. Brook managed the installation of AOA fences at two airfields which were completed early due to successful coordination and allowing the contractor to work as efficient as possible. Brook also managed two design-build projects, simultaneously and located adjacently, under the on-call contract for T-Hanger construction. Both projects were completed ahead of scheduling by approximately three months allowing the State to

start the leasing process early. By successfully managing the schedules, he coordinated the evaluations of the units by leasing prior to project completion which allowed the State to audit and prepare for leasing. The facilities passed inspection on the first round allowing early occupancy for State facilities to move in.



HAWAII AIRPORTS - On-Call CM Projects

- ▶ At LGB, Martin was instrumental in planning and managing of the REIL Light installation on the 30 end of Runway 12-30, as well as the circuit investigation for Runway 12-30 Circuits A and B. Both projects were completed early with no impact to airport operation. The Circuit A & B Investigation was completed one week early and allowed us to add some additional scope to the investigation that lead to fixing some issues found in the field.



LGB - Runway 12-30

A black and white photograph of an airport runway. In the foreground, a white centerline and side lines lead the eye down the runway. In the upper portion of the image, an airplane is captured in flight against a cloudy sky. The overall scene is a perspective view of an airfield.

5.9.6 QUALIFIED INSPECTORS

5.9.6 Qualified Inspectors

Per RFQ: 5.9.6 Qualified Inspectors
Ability to furnish qualified inspectors for construction inspection.

Qualified Inspectors for Construction Inspection

Our team is comprised of qualified construction inspectors that understand the critical nature of airfield construction. **Principal Inspector Martin Carbullido** leads these inspectors. He has 25 years of construction inspection experience, much of it working at LGB running inspection teams. He and his team are on site to monitor work, recognize any issues, and bring them to the attention of Construction Manager Brook Corney and the contractor so they can be resolved quickly.



PRINCIPAL INSPECTOR/DEPUTY CM,
MARTIN CARBULLIDO

“ Having worked on a variety of projects at LGB and with the City of Long Beach for many years, I am excited for the opportunity to bring my knowledge and familiarity to this project. Brook and I have a great team that have worked together on projects throughout the years and we look forward to bringing them together once again to make this project a success ”

Martin is responsible for identifying construction issues, monitoring day-to-day activities, providing QA/QC, overseeing junior staff, and analyzing QA/QC test results. He is experienced in managing project documents on large construction projects and has provided detailed management and inspection of construction field activities. He is currently the lead inspector on your Taxiway C Improvements project.

Martin has developed relationships across City of Long Beach departments and, which has been instrumental in facilitating permit approvals and getting questions answered quickly. He helped get the permit under an expedited time frame for the Taxiway C access driveway to meet a critical project milestone.

Martin is supported by a team of construction inspectors. **Inspector Teodoro Noel** has vast experience with LGB and the City of Long Beach Public Works Department. Teddy was the construction inspector on your Runway 25L project and also provided construction inspection services on Taxiways A, C, F, G, J, and K. **Inspector Robert Solis** has provided senior construction management and inspection services on your runway and taxiway improvements and has been a construction inspector on multiple City of Long Beach Public Works Department projects. **Inspector John Lara** has been an inspector on your Runway 12-30 Runway Safety Area (RSA) Southeast End, Taxilane J Improvements, Taxiways E & F Improvements, and North Air Carrier Ramp projects. This inspection team knows LGB and what it takes to deliver your projects.

In addition to inspection duties, this team of inspectors completes comprehensive daily reports that provide the detail of the day's activities that allows any team member to go back to understand the daily activity. This team has worked together on multiple projects at LGB and looks forward to continuing this partnership at LGB.

Detailed resumes for our inspectors are included in Appendix A.



5.9.7 POTENTIAL CHALLENGES

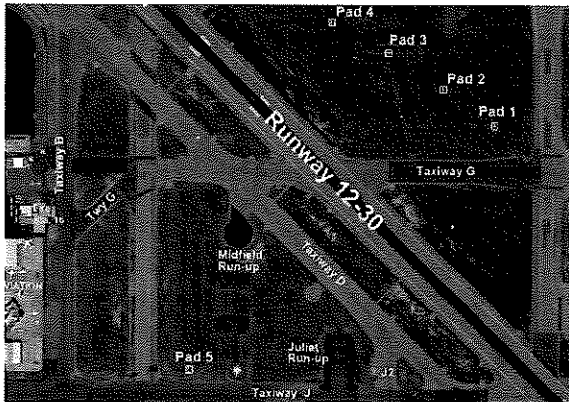
5.9.7 Potential Challenges

Per RFQ: 5.9.7 Potential Challenges
Understanding of the project's potential challenges and the Sponsor's special concerns.

Understanding of the Project's Potential Challenges

Having extensive experience working at LGB on a variety of projects, Jacobs and this team have a valuable understanding of the project's potential challenges and ways to prevent and mitigate them should they arise. The following is a summary of the projects as listed in the SOQ and our teams evaluation of them.

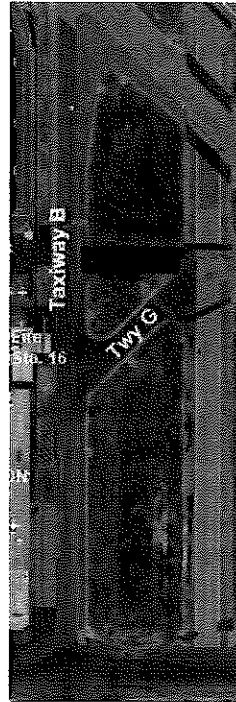
Taxiway D Rehabilitation: This project scope will require consistent communication with LGB operations and the understanding of aircraft movements during the different phases. The main scope of work is to grind and overlay the existing taxiway and removal of unused pavements next to runway 12-30.



Our team is well versed in aircraft movements at LGB and will utilize this knowledge to assist in potential rephasing of some work to coincide with other projects. An example is during the Runway 25L project, the team phased the Taxiway F slurry work to allow the utilization of Taxiway F during construction, while not impacting tenants that are along the taxiway. The Jacobs team also assisted in rephasing the Taxiway C work to start some phases early to complete the work sooner, increase production, and limit the impacts to the main runway 12-30.

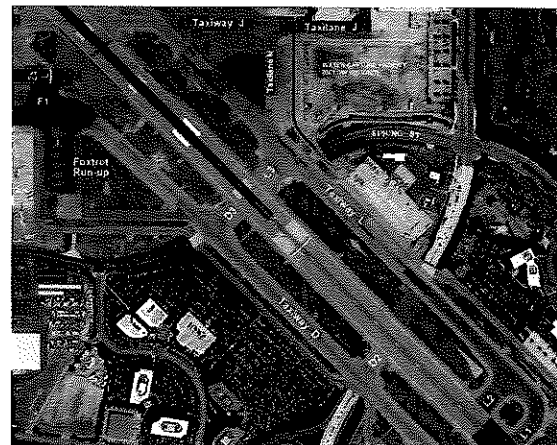
Runway 16R-34L Conversion to Taxiway B: This project will include new electrical systems and integration into the existing airfield electrical system. This work will require an experienced inspector with

knowledge of high voltage airfield lighting, new airfield signage, along with understanding the safety requirements and the QC/QA requirements for new P-401 paving.



Our team is well versed in airfield electrical work and experienced with upgrading existing systems and installing new systems into an existing system. The team has worked closely with LGB electricians to troubleshoot issues and manage the installation and testing of new systems such as the 25L runway reconstruction, Taxiway D South CCR trouble report issues, and troubleshooting Runway 12-30 circuits. Our experienced airfield inspectors have seen and done almost every type of airfield paving and we have the reachback capability to provide solutions to any potential concerns that may arise.

Taxiway L Improvements: This project has one very specific issue related to tenant access to UPS's cargo ramp that runs along Taxiway L which has few workarounds for access. There will also be coordination required when working over the Lakewood Boulevard and Spring Street underpasses and the installation of under-drain facilities requiring knowledge of working around active underpasses and bridge construction.



The Jacobs team has worked on this type of project with glowing success in the past. During the Relocation of Runway 25L at LAX, a portion of this scope was to repave P-501 over S. Sepulveda Boulevard and install new draining features along with addressing subgrade issues around the tunnel structure itself. We also managed the construction of two new bridges with under structure drainage and pump stations that could handle the Airbus A380. To address the UPS access, we would work hand in hand with LGB and the selected designer during the planning/design phases to phase the work to allow for access to the cargo apron during construction as we have done on the last Taxiway L project as the designer, as well as at LAX and ONT.

Taxiway and Taxiway F Reconstruction, and Taxiway D Realignment (between Taxiway E and Taxiway F): This project consists of reconstruction of existing pavement and the construction of a new run-up area at the southern end of former Runway 16R-34L. One of the major issues will be working on Taxiway/Taxiway F which will require extensive coordination with the FBO operations along Taxiway/Taxiway F due to the large number of daily operations that occur in this area.



The Jacobs team has already constructed two other run-up areas at LGB and also worked a detailed phasing plan when doing slurry work along Taxiway/Taxiway F. The phasing allowed the FBO operations to continue as originally planned while completing the work in several sub phases and required constant communications with airport operations and FBO operators.

Sponsor's Special Concerns

During construction projects there are always concerns that arise, but with an active airport these concerns are magnified due to the special challenges experienced at the airport. Jacobs' priority is to

manage these concerns and present solutions early in the process to prevent these concerns from becoming reality.

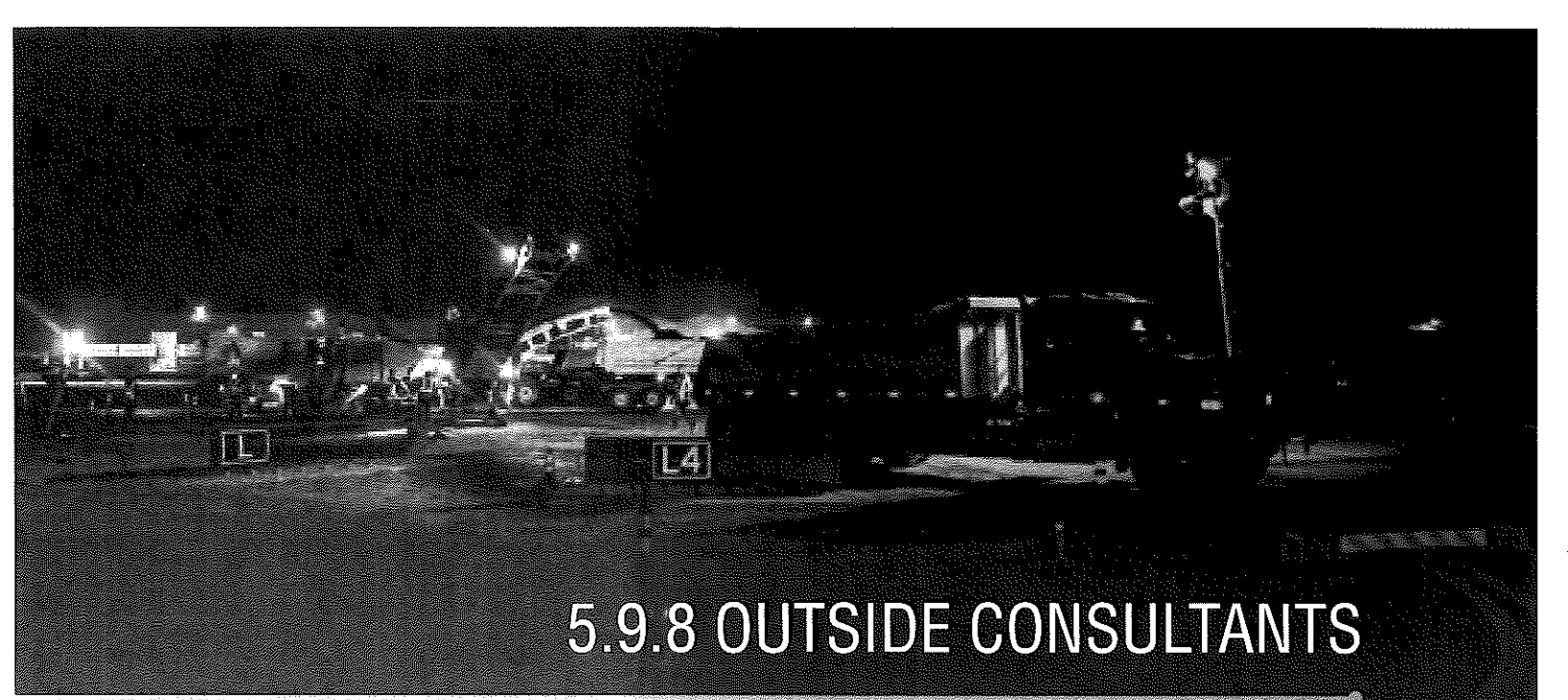
Schedule Impacts: These can be very difficult for the sponsors due to the coordination required with airline partners. Airlines prepare flight schedules and plans almost one year in advance and with LGB being a community airport, public outreach is very important. If schedules slip, it can have a cascading effect in several different areas and creates undue stress on the sponsor. Our team makes it a priority to communicate and address any potential schedule concerns early and often with the sponsor's to prevent and mitigate impact.



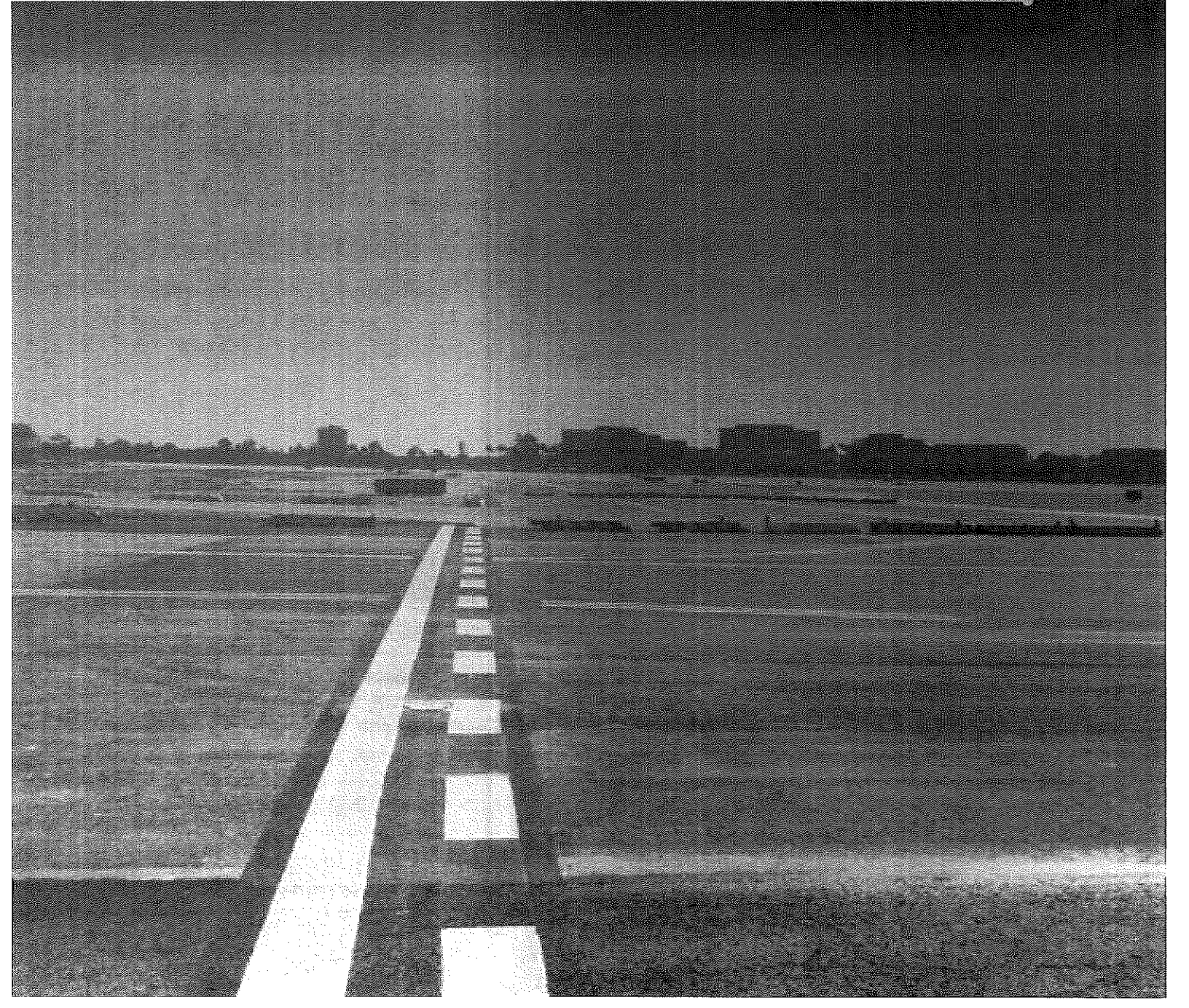
LGB - One of the first aircraft landing on the newly constructed Runway 7R-25L.

Cost Overruns: These are always a concern for sponsors. Budgets are prepared and funding is obtained early in the process and may not have much room for changes. Our dedicated staff manages these projects as if we are using our own funds to complete the work. With this approach we have had success on delivering projects on or under budget. We communicate the financial status of the project with the sponsor on a consistent basis to guarantee that the entire team is aware of any potential risks related to funding.

Working Within the AOA: Understanding the requirements related to FAA advisory circulars that stipulate requirements for safety areas, slopes, drop offs, and height restrictions, along with many other requirements related to working within an active AOA, is of specific sponsor concern related directly to the airport. Our team has extensive experience with meeting and exceeding these requirements allowing the sponsor to feel safer during construction. We actively participate in updates that are issued and trainings that are provided by our aviation professionals to make sure we are all up to date.



5.9.8 OUTSIDE CONSULTANTS



5.9.8 Outside Consultants

Per RFQ: 5.9.8 Outside Consultants
Qualifications and experience of outside consultants regularly engaged by the
Consultant under consideration.

Meet the Team

Jacobs will serve as your trusted primary construction manager and principal consultant. Our team includes specialty subconsultants that share the attributes of aviation leadership, LGB familiarity, and local commitment, so that our entire team is strategically aligned to best serve your priorities. The combination of our locally based team,

extensive local resource base, and our national and international network of aviation professionals allows us to readily scale our services according to your evolving project needs, while also bringing best practices and innovations from around the world to your capital program.

Brook and Martin have selected these qualified teaming partners to support the work to be completed at LGB. Below is Exhibit 4, Subconsultants, which highlights their qualifications and experience.

Exhibit 4: Subconsultants	
<p>Arbe Electric Inc. (DBE) 1401 N. El Camino Real, Suite 201, San Clemente, CA 92672 www.arbelectric.com Scope: Electrical Specialty Contact: Andrew Balkwell abalkwell@ arbelectric.com 949-280-9743</p>	<ul style="list-style-type: none"> ▶ Provided electrical engineering services at LGB on Perimeter Security Improvement Project and Miscellaneous Electrical Engineering On-call Services Projects since 2015 ▶ Electrical and communication experience at SEA, SFO, Edwards Air Force Base, and Marine Corps Base Camp Pendleton ▶ Services include electrical engineering design, field investigation, construction support, and planning and development
<p>Lenax Construction Services, Inc. (DBE) 3700 Wilshire Blvd., Suite 560, Los Angeles, CA 90010 www.lenax.com Scope: Inspection Office Estimating Contact: Adam Zitser, Vice President Adam.Zitser@Lenax.com 213-637-9146</p>	<ul style="list-style-type: none"> ▶ Provides project controls support at LGB, LAX, ONT, SNA, and on other major transportation projects ▶ Have extensive experience with the varied requirements of local, regional and national agencies, including the FAA, City of Long Beach and LGB, and California Public Utilities Commission
<p>Twining, Inc. 2883 E. Spring Street, Suite 300, Long Beach, CA 90806 www.twininginc.com Scope: Inspection Staff Contact: Talin Espinoza tespinoza@twininginc.com 562-426-3355</p>	<ul style="list-style-type: none"> ▶ Have provided testing and inspection services to LGB since 2010 and have a broad understanding of your needs and security requirements ▶ Have deputy inspectors and testing technicians who hold security clearance and can navigate airports ▶ Leading provider of testing and inspection services on airport projects throughout California, including experience at LGB, SNA, LAX, ONT, SAN, SBA, and SMF
<p>Willdan Engineering 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746-3443 www.willdan.com Scope: Inspection Staff and Certified Payroll Verification Contact: Chris Baca, RCI, CESSWI cbaca@willdan.com 562-364-8198</p>	<ul style="list-style-type: none"> ▶ 15 years of experience providing construction management, construction inspection, and material testing services at LGB ▶ Provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor compliance, and community relations ▶ Specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction

Experience with Subconsultant Team Members

We have a long history working with our proposed subconsultants. We have worked with Willdan and Twining on several projects with great success and have built strong working relationships over the years. Jacobs and Willdan worked together on the Runway 25L project managing the scheduling, inspection, and certified payroll verification. Willdan served as the City of Long Beach's representative and coordinated with City staff to make the project a success.

Jacobs and Twining have worked together on large aviation programs in California and Hawaii. At LGB, Twining has supported us with inspection services. They have responded to needs with little notice to meet your schedule and budget. At HNL, Jacobs and Twining were tasked to perform forensic reviews of asphalt paving. Twining provided our client with laboratory testing data and detailed analysis of the results, resulting in a high-quality final product.

Lenax has supported us with project controls professionals on programs at LGB and ONT. Their estimating, scheduling and document control professionals are accurate and realistic, and we continue to engage them on new opportunities because of this.

ARB has supported us with electrical services on several projects at LGB. They have assisted us with determining installation issues, troubleshooting errors on Constant Current Regulators (CCR), and

supporting the construction of integral systems. We have a long and positive history working with ARB at LGB and look forward to employing their valuable services once again to help make these projects a success.

Subconsultant Management and Coordination

We selected our team members because we've worked with them at LGB and on other aviation projects and trust them to deliver your projects on time and on budget.

Coordination and management of our subconsultants is achieved through a series of protocols initiated at the beginning of the project and implemented throughout. As part of the integrated team, they are also included in the Project Execution Plan. To deliver quality work, we use established guidelines for subconsultant management by engaging the services of proven firms with capabilities suited to the tasks and with a track record of delivering quality work. We review our subconsultants' QA/QC plans and required documentation for compliance. We proactively engage our subconsultants at the beginning of a project, as strong communication promotes a good understanding of project requirements and an overall higher quality product. We maintain that level of communication throughout the project to make sure they are providing the level of service expected on time and within budget.

A black and white photograph of an airport tarmac. In the foreground, there are runway markings on the asphalt. In the background, there is a control tower and several palm trees under a clear sky. The text "5.9.9 BRANCH OFFICE CAPABILITY" is overlaid in white on the image.

5.9.9 BRANCH OFFICE CAPABILITY

5.9.9 Branch Office Capability

Per RFQ:5.9.9 Branch Office Capability

Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.

Capability of a Branch Office to Perform Independently of the Home Office

We focus on providing innovative solutions to our clients' biggest challenges. As such, we fully staff our offices where we need them. In Southern California alone, we have four "home" offices housing a total of 1,920 staff—Irvine, Los Angeles, Ontario, and San Diego. We also have two aviation project "branch" offices at LGB and LAX.

Since 2016, members of our aviation team have been co-located with you in our LGB branch office providing construction-phase services in support of your CIP. Most of our team members assigned to LGB have worked at the airport full time. The work activities of our on-site team have generally been conducted independent of our Irvine home office.



LGB TERMINAL PHASE II

We deployed Airport Development Subject Matter Expert (SME) Roger Johnson from our Irvine office and Terminal SME Michael Doucette from our Los Angeles office to support Phase II of your Terminal Area Improvements program.

● Los Angeles

● Ontario

✈ LAX Project Office



✈ LGB Project Office

● Irvine

● San Diego

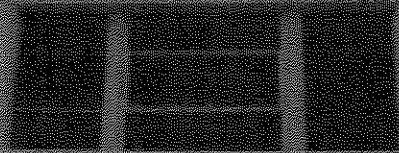
Capability of a Branch Office to Obtain Necessary Support from the Home Office

Coordination and collaboration among our on-site teams and home offices is vital to best serve our clients. We have 60+ aviation professionals based in our Irvine, Los Angeles, Ontario, and San Diego offices, any of whom can be called upon to support our work at LGB when needed. As your single point of contact, Brook has access to these and any of the 1,920 employees across these four home offices. Should specialized services outside of Southern California be required, Brook calls upon Principal-in-Charge Ron Siecke to secure the right team members and get them quickly deployed to LGB.



5.9.10 INTEREST AND FAMILIARITY

LONG BEACH AIRPORT



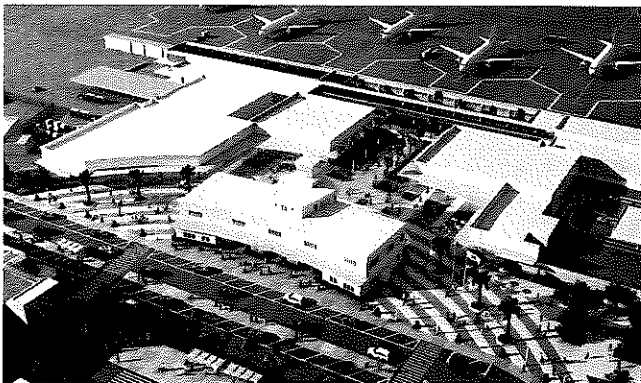
5.9.10 Interest and Familiarity

Per RFQ: 5.9.10 Interest and Familiarity
Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the project.

Degree of Interest Shown in Undertaking the Project

We are particularly excited for the opportunity to respond to this RFQ, as this new contract will allow us to extend our working relationships with the team at LGB. Since early 2016 we have been given the opportunity to work side-by-side with your team on a range of professional and field services, including program management, construction management, engineering, and design. LGB is the airport of choice for our team members, including on a personal basis as many of them live in Long Beach and the South Bay communities. We want to support you and help make your airfield capital projects successful.

Familiarity with Geographic Location of the Project



LGB TERMINAL PHASE II - We look forward to continuing to support your airport improvement projects.

Brook and Martin bring a combined 47 years of aviation and airfield experience, delivering many important airfield projects at LGB. In addition, Brook and Martin were also responsible for developing and implementing solutions in rapid response to pavement failures in order to maintain continuous airfield operations which included the repair to Taxiway L, corrections to baggage makeup area, and paving of Runway 12-30 ponding areas. They understand how the geographic location plays a

major part in the planning and execution of these and future projects. Members of our inspection team also provide strong familiarity with the airport and the City of Long Beach. Teddy Noel and Robert Solis each have over 40 years of local construction experience, including numerous airfield construction projects at LGB. The Jacobs team has a strong understanding of the local conditions at LGB.

Proximity to the Geographic Location of the Project

As described in Section 5.9.9, we will continue to have an on-site team deployed to serve as our branch office for this contract assignment. Based in your engineering and accounting building, this team can provide immediate response to all of your needs for program and construction management services. Our other southern California offices – Irvine, Los Angeles and Ontario – are located nearby and provide significant resources to support and supplement our on-site team. These offices provide additional program management and construction management resources, as well as a broad range of engineering, architectural and environmental disciplines to immediately support any technical needs that arise. Our combined resources are on-site and within local offices located less than 40 miles from LGB – allowing our response time to be quick and efficient.



LGB ENGINEERING | ACCOUNTING BUILDING - Our personnel are co-located with you in the Engineering Building at LGB.



APPENDIX A: RESUMES



Brook Corney, CCM Construction Manager

Brook has more than 17 years of experience in the aviation industry and specializes in constructability issues, CPM schedule updates and review, and overall construction document processing and reviews. His experience includes electronic management of program documents on large construction projects. Brook served as the Office Engineer for the Honolulu Authority Rapid Transit (HART). He has also used Prolog Document Management on the LAWA Taxilane S Reconstruction Project to manage all program documents and effectively co-coordinate the management information system for Federal Aviation Administration (FAA), LAWA IT, Transportation Security Administrations (TSA), airport tenants, and a specialized division of public works through a SharePoint Web site. Brook was responsible for the construction schedule review, working with local and federal agencies, monitoring the installation of underground utilities such as 60-inch storm drain placed at depth of 40 feet from finished grade and installation of new sewer construction that tie into the existing 72-inch pipe.

FIRM
Jacobs

YEARS OF EXPERIENCE
17

EDUCATION
Ongoing

PROFESSIONAL QUALIFICATIONS
CCM, CMCI #3007

Relevant Experience

LGB, Various Airport Projects, Long Beach, CA: *Construction Manager.* Brook worked as deputy construction manager on the Improvements to Runway 7R-25L project, working the day to day operations with the team. He performed the P6 schedule reviews for the monthly updates and provided comments to both the contractor and LGB. Brook was instrumental in negotiation with the contractor to mitigate the lost time on the project, allowing the runway to open early. As construction manager, he worked on the Monument Sign Project, GSE Chargers, and supported any other items such as staff extension for LGB Engineering.

Honolulu Department of Transportation (HDOT) – Airports Division, Design-Build and Design-Bid-Build Management, Honolulu, HI: *Project Manager.* The projects included a new T-Hangar construction at an active airport, AOA fencing modifications, new generator facilities, asbestos abatement and demolition and airfield construction projects around active runway, and various other maintenance contracts. Brook was the project manager for several HDOT contracts. He managed all aspects of these projects including cost, schedule, value engineering, staffing, and resources.

HNL, Taxiway Z Pavement Structural Improvements, Honolulu, HI: *Project Engineer.* As project engineer on the project, Brook provided support during construction for the design group. He managed the submittal, requests for information (RFIs), and any correspondence between the construction manager and designer. His experience with other airports was also being used to assist the airport in managing this contract and providing valuable recommendations based on his experience.

OGG, Taxiway A, Maui, HI: *Project Manager.* As the project manager and claims lead for the Kahului Airport Apron Improvement Project, Brook's

BROOK CORNEY, CCM
CONSTRUCTION MANAGER
Continued

role was important to the success of claims mitigations and successful completion of the project. Jacobs and Brook provided an extensive review of all QC/QA data to determine the reasons behind some asphalt issues that arose during construction causing impacts to the airports operations. Jacobs was able to assist HDOT in resolving these issues with the contractor protecting HDOT from further issues and replacing some unacceptable pavement at no cost to the HDOT and reporting these findings in an official report.

ONT, In-line Baggage Screening Project, Ontario, CA: *Senior Field Engineer.* Brook was responsible for processing submittals, RFIs, change orders, reviewing project specifications, generating final as-build drawings, and closeout of the contract.

LAWA, Taxilane "S" Project, Los Angeles, CA: *Resident Engineer.* The project involved constructing a new taxiway and terminal apron paving, roadway paving, major upgrades to an existing fiber optic system, installing a storm water filter structure, working with local and federal agencies (FAA, TSA, Los Angeles International Airport IT, AT&T, and Southern California Gas), contaminated soil remediation, and extensive airfield concrete and asphalt paving for the construction of a new Guard Post for access onto the airport and upgrades to aircraft fueling systems. Brook was responsible for providing the full range of construction management services. His duties included monitoring daily activities, responding to RFIs, writing change orders, schedule updates, field quantities, progress photos, coordination of upcoming work, and claim management and negotiations.

LAWA, Crossfield Taxiway Project, Los Angeles, CA: *Assistant Structure Representative.* The construction for this project required the integration of several city, state, and federal agencies. The project was completed ahead of schedule and under budget. Brook oversaw the construction of two bridges, major upgrades to an existing fiber optic system, worked with local and federal agencies (FAA, TSA, Los Angeles International Airport IT, AT&T, and Southern California Gas) on the installation of two stormwater filter structures, previous concrete, asphalt roadways, retaining walls, building demolition, hazardous material remediation, contaminated soil remediation, extensive airfield concrete and asphalt paving, and the construction of seven Rest Over Night parking positions.

LAWA, South Airfield Improvement Program, Los Angeles, CA: *Senior Field Engineer.* This program required coordination between field activities and scheduled activities to track progress. Brook was responsible for the development of a project document controls system for the entire program. He developed a system that had the capabilities of standardizing data management between the five projects within the program. This consisted of standardized documents and reports relating to cost, schedule, meeting minutes, submittals, requests for information, field memos, submittals, items overdue, and notices of noncompliance for each project and summaries for the program as a whole. Brook also developed a flexible system that allowed efficient preparation of reports for specific data requested by the client at the project or program level, which facilitated quick and concise management of the projects and program.



FIRM
Jacobs

YEARS OF EXPERIENCE
25

EDUCATION
BA, Public Administration

Martin Carbullido

Principal Inspector/Deputy Construction Manager

Martin has extensive CM and airfield construction experience coming from many years working for contractors, engineers, and project owners on major airfield projects statewide. He is fully qualified in airport construction management, contract administration, construction safety, airfield electrical, quantity calculations, cost estimating, scheduling, construction supervision, construction engineering, drawing/map review, drawing preparation, materials testing, QA/QC, construction specification writing, project controls, FAA compliance, change order negotiation, and project close-out. Most notably, Martin was senior construction inspector and then principal construction inspector for a combined 20 years for the City of Long Beach, where for 14 years he specialized in airport projects, such as the Taxiway J and K Reconstruction projects, Runway 7L-25R Reconstruction project, and Rehabilitation to Access for Taxiways E&F Phase II. He has also overseen Davis-Bacon Act and labor compliance for FAA grant assurances and successful audits to make sure future projects are able to receive grant funding.

Relevant Experience

LGB, Taxiway J Reconstruction, Long Beach, CA: *Principal Construction Inspector.* Taxiway J is part of the main taxi route for aircraft manufacturers, cargo, and general aviation aircraft accessing Runway 7R-25L. The project included reconstruction of approximately 730,875 square feet of asphalt concrete pavement including shoulders, improvements to drainage systems, signage, pavement markings, and grading of infield areas. Martin provided project oversight of consultant inspectors.

LGB, Runway 7L-25R Reconstruction, Long Beach, CA: *Senior Construction Inspector.* Runway 7L-25R (6,191 feet x 150 feet) serves as the alternate air carrier runway. The project included complete reconstruction of much of the asphalt concrete runway with selected portions (within the safety area of LGB's main runway) rehabilitated via an asphalt overlay. The project included upgraded edge lighting, runway guard lights, signage, marking, grading, and drainage improvements.

LGB, Taxiway K Reconstruction, Long Beach, CA: *Senior Construction Inspector.* Taxiway K is one of the primary taxiways utilized by commercial airline traffic taxiing between Runway 12-30 and the Air Carrier Ramp. Taxiway K was completely reconstructed as part of another multi-year, multi-phase effort. During the course of construction, LGB operations requested the design and construction of new in-pavement and elevated runway guard lights at two critical intersections within the project limits.



Corey Kramer, EIT Project Engineer

Corey brings five years of engineering and project management experience for aviation and regulated utilities programs. He has managed multiple projects from inception through closeout and is currently working on the Delta Air Lines Maintenance Facilities Program at LAX. The program includes design and construction of a new B777 Hangar, Ground Support Equipment (GSE) facility, widebody hardstand, and interface with the LAX West Aircraft Maintenance Area (WAMA). Corey excels at leading the collaboration of multi-functional groups towards providing efficient project delivery and maintains internal and external relationships through thorough communication, leading to overall team effectiveness.

FIRM
Jacobs

YEARS OF EXPERIENCE
5

EDUCATION
*BS, Civil and Environmental
Engineering*

PROFESSIONAL QUALIFICATIONS
*FE/EIT, Civil, CA 14-716-43
OSHA 10*

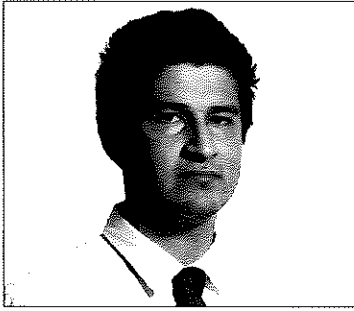
Relevant Experience

LAX, Program Management Services for Delta Air Lines Ground Support Equipment Facility, Los Angeles, CA: *Deputy Project Manager.*

Jacobs was selected to provide program management services for the design-build delivery of a new GSE facility at LAX. Jacobs is providing coordination and management between Delta's Design-Builder, LAWA, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Corey's role includes coordination amongst program and construction management staff, shared site coordination between construction management teams including the phased installation of hardstand pavement between project sites, design management, alternative delivery procurement, and schedule and cost analysis.

LAX, Program Management Services for Delta Air Lines Maintenance Hangar, Los Angeles, CA: *Project Engineer.* Jacobs was selected to provide program management services for the design and construction of a new B777 hangar and hardstand construction at LAX. Jacobs is providing coordination and management between Delta's Designer, Construction Manager At-Risk, LAWA, Los Angeles Department of Building & Safety, FAA, TSA, and other authorities having jurisdiction. Corey's role includes the assessment and processing of RFIs and submittals, utilities install coordination, airport communications cabling installation sequencing, LAWA interfacing including weekly update and coordination meetings with airport departments, ACAMS installation coordination, project schedule, invoicing and budget tracking.

LGB, Runway Reconstruction, Long Beach, CA: *Project Engineer.* Shadowed Jacobs project managers, construction managers, and office engineers, learning the aviation team's practices and responsibilities. Assisted on handling a change to the drainage design due to damaged field conditions, provided material take-offs and coordinated design change with engineering team.



Tony Camarena Field Engineer

Tony brings four years of engineering and program management experience, including multiple stage project life cycle work flows and procedures for aviation and regulated utilities programs. He's worked on projects at various stages from inception, preconstruction, construction and closeout. He is presently working on the Delta Air Lines Maintenance Facilities Program at LAX. This program currently comprises of design and construction of a new B777 Hangar, Ground Support Equipment (GSE) facility, and widebody hardstand and interface with the LAX West Aircraft Maintenance Area (WAMA).

FIRM
Jacobs

YEARS OF EXPERIENCE
4

EDUCATION
BS, Civil Engineering

Relevant Experience

LGB, Taxiway C Improvements, Long Beach, CA: Field Engineer. Tony is currently the Field Engineer on the Improvements to Taxiway C Project. He works directly with the principal inspector, responsible for the planning and monitoring of the work. Tony also does quantity takeoffs for production work along with scheduling the QA testing and reviewing test results. He also directly monitors the work and progress of the contractor on a daily basis providing updated control maps to the team.

LAX, Program Management Services for Delta Air Lines Maintenance Hangar, Los Angeles, CA: Project Engineer. Jacobs was selected by Delta Air Lines, Inc. to provide program management services for the design and construction of a new B777 hangar and hardstand construction at LAX. Tony's role includes processing of RFIs and submittals, scheduling of deputy inspections and material testing to meet contract requirements, leading weekly RFI and submittal progress meetings, coordinating building commissioning, and providing quality control assistance. He is creating weekly reports that document the construction contractor's progress, tracking the status of almost 100 change order requests and preparing contractor pay applications.

Sempra Energy – Southern California Gas Company, Pipeline Safety Enhancement Plan (PSEP) – Line 43-121-P1B, Supply Line 36/45-1001-P1B, Line 407-P2, Los Angeles, CA: Project Engineer. Tony worked on PSEP Natural Gas Transmission and Supply Line Pipeline preconstruction activities including leading weekly meetings with the project teams and other stakeholders to review the agenda, discuss deliverable status and overall project progression. He identified unique risks associated with each project such as long lead material, permit acquisition time, environmentally sensitive areas and material laydown yard locations to create the baseline schedules to determine the critical path of each project and coordinated activities with multiple project stakeholders.



Teodoro Noel

Inspector

FIRM
Jacobs

YEARS OF EXPERIENCE
43

EDUCATION
BS, Civil Engineering

Teodoro has more than 43 years of valuable experience as an inspector. For the last 15 years, as the construction inspector for the City of Long Beach, he oversaw the upgrading of several taxiways and runways at LGB like Taxiways A, C, F, G, J, K and Runway 7L-25R. Teodoro's work involved either lime or cement treatment of subgrade base placement, 15 in. concrete pavement, and asphalt and slurry placement. Most recently, the latest project he inspected was the Improvement of Runway 7R-25L. Throughout his career, he has overseen various public work projects involving street reconstruction, pier rehabilitation, bluff restoration, storm drain upgrades, traffic signal upgrades, bicycle lane upgrades, and landscaping projects. For the street reconstruction projects, the inspection involved asphalt grind and overlay, R&R of c&g, sidewalks, ramps, bus pads, cross gutters, striping, and traffic signs. Teodoro was the inspector for Belmont Pier Aqualink upgrade where the city installed aluminum ADA ramps leading to Aqualink. He has extensive experience inspecting projects that involved pile driving and retaining wall construction, roundabout construction, and landscape construction.

Relevant Experience

LGB, Runway 7L-25R Reconstruction, Long Beach, CA: *Construction Inspector II.* Runway 7L-25R (6,191 feet x 150 feet) serves as the alternate air carrier runway. The project included complete reconstruction of much of the asphalt concrete runway with selected portions (within the safety area of LGB's main runway) rehabilitated via an asphalt overlay. The project included upgraded edge lighting, runway guard lights, signage, marking, grading, and drainage improvements.

LGB, Taxiway K Reconstruction, Long Beach, CA: *Construction Inspector II.* Taxiway K is one of the primary taxiways utilized by commercial airline traffic taxiing between Runway 12-30 and the Air Carrier Ramp. Taxiway K was completely reconstructed as part of another multi-year, multi-phase effort. During the course of construction, LGB operations requested the design and construction of new in-pavement and elevated runway guard lights at two critical intersections within the project limits.

LGB, Taxiway J Reconstruction, Long Beach, CA: *Construction Inspector II.* Taxiway J is part of the main taxi route for aircraft manufacturers, cargo, and general aviation aircraft accessing Runway 7R-25L. The project included reconstruction of approximately 730,875 square feet of asphalt concrete pavement including shoulders, improvements to drainage systems, signage, pavement markings, and grading of infield areas. Replacement of existing lighting with FAA approved LED lighting.



Ronald Siecke, PE Principal-In-Charge

Ronald has 30 years of planning, design and management of aviation projects in the United States. His responsibilities have included multi-discipline technical supervision, overall project planning and team organization, sub-consultant oversight, budget and schedule control. Having a well-balanced background of aviation planning, design and PM/CM expertise, Ronald has successfully completed work on a broad range of projects ranging from operational improvements to large-scale developments with complex transportation issues. As a hands-on manager throughout his career, he has prepared PS&E packages, completed master plans and conducted strategic planning studies for numerous airports in major cities including: Los Angeles, Seattle, Portland, Oakland, San Francisco, Ontario, San Diego, and Phoenix.

FIRM
Jacobs

YEARS OF EXPERIENCE
30

EDUCATION
*MBA, Business Administration
BS, Civil Engineering*

PROFESSIONAL QUALIFICATIONS
*PE, Civil, CA #C59234
Traffic Engineer, CA #1735*

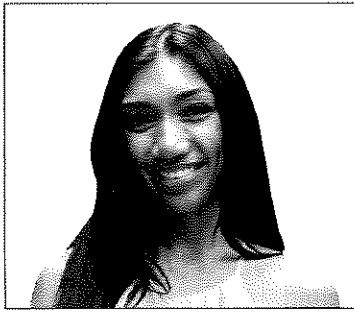
Relevant Experience

LGB, Engineering Services for Various Development Projects, Long Beach, CA: *Principal-in-Charge*. As a hands-on principal, Ron engages frequently with his clients to tackle tough issues while maintaining a high client satisfaction rating. As Principal-in-Charge, one of his key responsibilities will be making sure we meet your expectations on every task and will meet with you at regular intervals to confirm. He brings 30 years of aviation planning, engineering, and management on projects that range from operational improvements to large-scale developments.

LAX, Program Management, Project Management, Construction Management, and Project Controls Support Services, Los Angeles, CA: *Executive Program Manager*. Ron is currently leading the Jacobs team for a seven-year professional services prime contract for project and construction management for LAWA's Capital Improvement and Landside Access Modernization Programs. The contract includes a broad range of project and construction support services to deliver programs from definition to construction and final closeout. Services include planning; project, construction and design management; construction logistics and impact analysis; staff training and development; change management; and environmental reporting.

LAX, Qantas Airways Engineering Maintenance Hangar, Los Angeles, CA: *Project Executive*. Ron was responsible for oversight of PM/CM activities associated with a new Engineering Maintenance Hangar. The facility includes ramp positions, a hangar with support shops, administrative and training areas, and staff/GSE parking areas. The hangar was the first in North America to accommodate the A-380 aircraft in a fully enclosed space.

LAX, On-Call Professional Engineering & Design Services, Los Angeles, CA: *Principal-in-Charge*. This on-call contract consisted of a number of projects including development of a comprehensive Airport Pavement Management System (APMS) for LAX, ONT, and VNY; preparation of Airport Layout Plan (ALP) updates for all three airports; preliminary design of the LAX 25R east end rehabilitation; and extension of Taxiway C.



Joie Edles, PE, QSD Project Engineer

Joie is a deputy construction manager of aviation. She is a results-driven California registered professional engineer with more than 8 years of heavy civil construction management experience and design project management experience. Joie has worked on a wide range of public works construction projects comprising of aviation, railroads, bridges, freeways, roadways, buildings, maritime ports, concrete structures, and storm drain disciplines ranging in value from \$800K to \$1.5B. She has experience on both design-bid-build and design-build project delivery methods. Her background in the field of construction management has given her hands-on skills to coordinate and maintain effective working relationships with various stakeholders, clients, contractors, subcontractors, utility agencies, surrounding businesses, lease tenants and the general public.

FIRM
Jacobs

YEARS OF EXPERIENCE
8

EDUCATION
BS, Civil Engineering

PROFESSIONAL QUALIFICATIONS
*PE, CA, #C87018
Qualified SWPPP Developer (QSD)*

Relevant Experience

ONT, SWA and MTS Cargo Relocation Project, Ontario, CA: *Project Manager.* Jacobs is responsible for managing the demolition of existing structures, performing hazardous material abatement and construction of two 55 foot tall fabric covered steel structures. She is leading the effort to coordinate with all stakeholders including managing the needs of each tenant as they transition to their new facility, coordinate new services with SCE, Frontier Communications, and OntNet, and coordinate design elements and construction with adjacent projects. Joie proposed an alternative passive ventilation system in lieu of the original HVAC system which resulted in the client obtaining a credit of over \$700K.

ONT, Northwest Quadrant Demolition Project, Ontario, CA: *Deputy Project Manager.* Jacobs was responsible for preparing demolition and rough grading plans for a fifty-one (51) acre parcel in the northwest quadrant of the OIAA property. Joie partook in managing the design and served as the engineer of record for this project. She was responsible for coordinating and meeting with designers, all utility agencies, multiple airport tenants, City of Ontario, and teams working on adjacent projects, cost estimating, obtaining plan checks from the City, bid marketing, facilitating the bid process and preparing bid documents, addenda, and technical specifications.

ONT, Federal Inspection Services Replacement Project, Ontario, CA: *Deputy Project Manager.* Jacobs was responsible for preparing the RFP documents for a FIS Facility at the ground (apron) level, inclusive of buildings, systems, curb front and roadway improvements, and aircraft apron parking for three (3) widebody and one (1) narrowbody aircraft. Joie was responsible for preparing the project requirements and general conditions included in the RFP as well as any addenda. She was also involved in the expert panel evaluation of proposals.



FIRM
Lenax

YEARS OF EXPERIENCE
15

EDUCATION
AA, Business Administration

Patricia Berny Document Control/Office Engineer

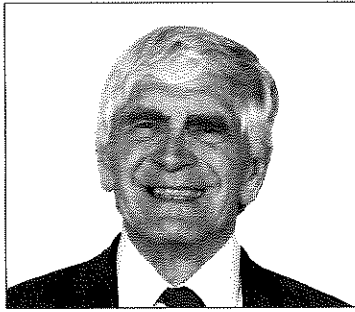
Patricia has 15 years of experience in document control management, maintaining construction records, and performing a variety of office engineering functions for large-scale public works projects. Her skills include documentation control management, maintaining construction records, and performing a variety of office engineering functions of large aviation, transportation, education and municipal projects. Clients have included LAWA, LAX, LGB, LA Metro, LBUSD, LACCD, and MWD. Patricia has extensive experience working on projects at LGB including the Improvements to Runway 7R-25L Project and Phase 1 CM LEED Gold Terminal Improvement Project. Along with this insightful airport experience at LGB, she also provided document control and administrative assistance at LAWA's LAX Tom Bradley International Terminal Project (TBIT). She's gained a strong working knowledge of LAWA's policies and procedures.

Relevant Experience

LGB, Improvements to Runway 7R-25L, Long Beach, CA: Document Control Technician. This aviation project entailed the reconstruction of 1M SF of pavement. Patricia maintained, tracked and processed project documentation, submittals, RFI's, daily inspections, FAA reports, QA/QC reports, and fulfilled general office administrative responsibilities. She also assisted in change order management and general contractor progress pay applications. Patricia organized and scheduled weekly staff meetings and team building meetings and updated various project spreadsheets and distributed weekly meeting minutes and 3-week look-aheads.

LGB, Phase 1 Construction Management Terminal Improvement, Long Beach, CA: Document Control Manager. This \$45M LEED Gold passenger concourse includes new passenger holdrooms, landscaping, concessions, restrooms, information technology systems, terminal support functions, and a consolidated passenger-screening checkpoint. Patricia provided document controls, including tracking and reporting on project document status, and ensured that procedures followed LGB standards and specifications. She logged incoming and outgoing change notices, correspondence, change management, site queries, RFIs, and submittals.

LAWA, LAX, Tom Bradley International Terminal Project (TBIT), Los Angeles, CA: Document Control Technician. This major interior renovation of the existing TBIT included a 45,000 SF addition to house a new in-line, checked-baggage security screening facility, arrivals corridors and waiting area, and temporary modifications to two gates for use during construction. Patricia prepared and processed LAWA's pay application, and assisted construction and field engineers and LAWA inspectors with construction documents.



FIRM
Lenax

YEARS OF EXPERIENCE
30

EDUCATION
BS, Package Engineering

Clarence Chatfield Senior Scheduler

Clarence is a veteran engineer with more than 30 years of experience in construction scheduling, project controls, cost estimating, and change order estimates. He has broad experience across many sectors, including aviation, transportation infrastructure, port, rail, industrial/power, healthcare, public works, and education projects. In addition to his scheduling and estimating expertise, Clarence has supervised electrical and mechanical subcontractors, as well as provided feasibility construction planning during early design phases. He has also provided training and instruction in both scheduling and cost analysis. Clients include SNA, LAWA, SFO, Port of Long Beach, and LA Metro.

Relevant Experience

SNA, General Aviation Improvement Program (GAIP), Orange County, CA: Senior Scheduler. Clarence provided scheduling assistance for various elements of SNA's GAIP. The most recent effort was for a preliminary scheduler for the proposed 14-phase "Option 1" project. This project involves 490,000 SF of new construction hangars and related facilities, on a total site of 1.79M SF. It includes demolition of existing facilities, including multiple hangars, and the construction of new facilities, including hangars, new aprons (for both fixed-wing and rotary-wing aircraft), and new airside and landside improvements.

LAWA, LAX Airport, Midfield Satellite Concourse (MSC) Enabling Project, Los Angeles, CA: Senior scheduler. The MSC will be a new, multi-level concourse west of the Tom Bradley International Terminal, which will serve both international and domestic flights. Clarence provided a master scheduling matrix for this group of enabling projects, which required careful sequencing and accurate project schedules. Clarence also provided individual and consolidated schedule updates, maintained the master enabling schedule and reviewed baseline schedules. Individual tasks he supported included: Airport Rotating Beacon/CCTV, PMO Site A, PMO Office Site, Temporary Power, Communication Ductbank, and Communication Relocation.

LAWA, LAX, Bradley West Apron, New Access Crossing, Los Angeles, CA: Senior scheduler. This \$115M project included creation of Taxiway S, removal of hazardous material and auxiliary buildings and replacement of underground utilities, utilizing trenchless technologies. Clarence provided scheduling and estimating services at LAX using Primavera 6.0 and On-Screen Takeoff for the lead engineering firm, including complex construction phasing to minimize impacts to airport operations.



George Elkin, CPE Lead Estimator

George is a civil engineer, construction manager, and Certified Professional Estimator (CPE) with more than 38 years of experience in all phases of construction and project management. He has served as a claims/expert witness and is highly skilled in estimating, scheduling and budget control. His work specialties include design-to-construction cost estimating, value engineering support, claims support, as well as detailed change order review and negotiation. George's cost estimating expertise spans multiple industries including transportation (airport, highway, light rail transit, and bridges), industrial, healthcare, educational, governmental, commercial, and residential buildings. His aviation projects include LGB, SNA, LAWA, LAX, Van Nuys Airport, ONT.

FIRM
Lenax

YEARS OF EXPERIENCE
38

EDUCATION
*MS, Construction Management
BS, Civil Engineering*

PROFESSIONAL QUALIFICATIONS
*CPE, #1.4-00037-1194
General Building Contractor "B"
License, CA #43321*

Relevant Experience

LGB, Runway 7R/25L Rehabilitation, Long Beach, CA: *Lead Estimator.*

This project includes the rehabilitation of Runway 7R/25L at LGB and entails the reconstruction of 1M SF of pavement and consists primarily of removal of existing asphalt concrete surfaces, performing necessary excavation and grading, re-compacting existing soil, constructing storm drain improvements, constructing asphalt concrete pavement (P-401) on crushed miscellaneous base (P-208) on treated subgrade (P-155), installing pavement markings and striping, runway edge lighting and signs, runway guard lights, hydroseeding, and installing a Precision Approach Path Indicators (PAPI) system. Also, the scope includes reconstruction of the perimeter road around the east end of the runway and a majority of the work was performed during off-hours.

ONT, Landside/Airside Improvements, Ontario, CA: *Senior Estimator.*

Expansion projects included construction of three new terminals, underground utilities, landside pavement improvements and upgrading the aprons and taxiways. In addition, there was new construction of a service road bridge, electrical work, lighting, striping, signage, site grading, fencing and landscaping. George provided cost estimating and cost analysis support on both the Landside and Airside Elements. His duties included cost estimating at milestone design phases.

LAX, LAWA, Runway 25L, Los Angeles, CA: *Senior Estimator.* The \$236M Tom Bradley International Terminal expansion was needed to serve larger, wide-body planes at the airport, which require larger aprons, gates and taxiways. To provide space for this expansion, the existing Runway 25L had to be relocated. George provided an estimate of probable construction costs for bid comparison. This amounted to a bid estimate to relocate this existing runway.



Jane Freij Labor Compliance

As labor compliance manager, Jane provides overall general oversight to the labor compliance department. In addition, she provides supervisory of labor compliance monitoring services for various federally-funded, stated-funded, and local-funded projects under FHWA, FTA, HUD, and EPA. Jane's key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. She also provides DIR compliance training to consultants and contractors to optimize client comfort and minimize costly delays. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA). Jane has served as a contract administrator and senior contract administrator where she developed and negotiated contracts for products and services, monitored and enforced contractual compliance, constructed contractual terms and conditions, served as risk management liaison, and managed a multi-state licensing project for an energy services subsidiary.

FIRM
Willdan

YEARS OF EXPERIENCE
20

EDUCATION
BA, Linguistics

Relevant Experience

Public Works and Construction Management Observation, City of Long Beach, CA: *Labor Compliance Manager.* Willdan is providing on-call construction inspection for various CIP and permitted projects throughout the City of Long Beach. In addition to our inspection services, Willdan provides public outreach for many of the City's small and large CIP projects. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed.

Pavement Management System Local Street Improvements, City of Long Beach, CA: *Labor Compliance Manager.* Willdan was selected to provide professional services to expand the City's Pavement Management System (PMS) to encompass all local streets (approximately 400 miles) and alleys (approximately 200 miles) within the City of Long Beach.

Caruthers Park Construction Management and Inspection, City of Bellflower, CA: *Labor Compliance Manager.* The project includes excavation, backfill, channel drop inlet, pretreatment device, one new pump stations, installation of new pumps, motors mechanical and storm drain piping, valve, protecting existing infrastructure, abandoning or removing existing utilities, pressure testing, pavement removal and replacement, and much more.



Andrew Balkwell, PE Electrical

Andrew has more than 14 years of management, engineering and consulting experience in the global power, IT and energy industry. He has provided a broad range of technical, commercial and strategic designs encompassing most industry processes, including the feasibility, assessment, design, development and implementation of various types of power, generation and energy projects with assets in the range of \$1-500M. His primary areas of power industry expertise include: airport design, power engineering, lighting, clean energy, distributed resources, owner representation, due diligence/feasibility, project development, techno-economic review and project management. Client profiles include: aviation, municipal utilities, large commercial and industrial energy end-users, project developers, commercial, and adaptive reuse.

FIRM
ARB

YEARS OF EXPERIENCE
14

EDUCATION
MBA, Business Administration
BS, Electrical and Biomedical

PROFESSIONAL QUALIFICATIONS
PE, CA #18563

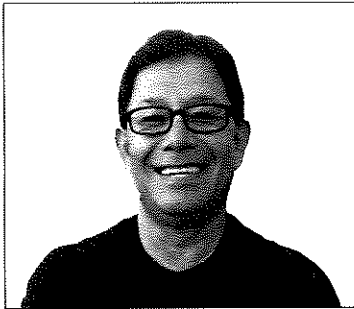
Relevant Experience

LGB, Long Beach Airport, UASI 2011 Perimeter Security Improvement, Long Beach, CA: *Engineer of Record.* Andrew was responsible for the UASI 2001 Perimeter Security Improvements project, which included security cameras, security access point with motorized gate and wireless communications back to security office.

LGB, Long Beach Airport, Air Carrier Ramp – Phase 3, Long Beach, CA: *Part of the Construction Management and Design Review Team.* Andrew was responsible for overseeing electrical construction activities. Project included a new 12kv SCE service, and power distribution to ground support pedestals, apron lighting and other ramp services.

LAX, Los Angeles International Airport, Runway 25L Relocation and Center Taxiway Improvements, Los Angeles, CA: *Project Engineer.* Andrew was responsible for generating electrical plans and load calculations for Runway 25L and center taxiway (South Airfield Improvement Project). Worked as an electrical engineer on a team tasked with designing the runway systems at LAX including electrical, drainage, pavement and geometry changes to accommodate the New Large Aircraft (NLA, Airbus A380). This two phase, \$273 million project was completed in record time to meet stringent political and client deadlines.

LAX, Los Angeles International Airport, Bradley East Aprons, Los Angeles, CA: *Project Manager.* Andrew was responsible for the design and coordination of the demolition of the existing TBIT Concourses and Gate 123 support utilities, as well as utility improvements within the apron area. This project required close coordination with the Tom Bradley Terminal Design Team, as well as tenants in terminals 3 and 4. This effort minimized operational delays, and supported an aggressive construction schedule.



Robert Solis Inspector

Robert has more than 45 years of heavy construction experience with complete profit and loss responsibility. Industry experience includes bridge building, highways, and city streets. As President of Robert P. Solis, Inc., Robert was responsible for project bidding, planning, scheduling, change orders, certified payroll, and budget planning and forecasting. His company has been awarded projects of \$400K to \$3M in value consisting of rockwheeling, installation of 3- and 4-inch pvc conduit, installation of pb boxes, minor concrete backfills, paving trench with asphalt, removal and replacement of sidewalk, installation of pb boxes, installation of drainage systems, cut and fill embankment, minor structures, structure excavation, structure backfills, roadway excavation, demolition, curb and gutter, and ac paving.

FIRM
Willdan

YEARS OF EXPERIENCE
45

EDUCATION
BS, Architectural Engineering

PROFESSIONAL QUALIFICATIONS
*General Engineering Contractor, CA
Caltrans Certification – MBE*

Relevant Experience

Runway and Taxiway Improvements, City of Long Beach Airport, CA: Senior Construction Manager and Inspector. Robert provided all inspection and construction management services including quality assurance.

On-Call Construction Management and Public Works Inspection Services, City of Long Beach, CA: Senior Construction Manager. Willdan is providing on call public works inspection and construction management for various projects throughout the City of Long Beach. Typical services provided under this on call contract include observation and monitoring of the contractor's daily activities, taking daily photographs of the construction, progress documenting, nonconformance items, tracking quantities, and preparing as built plans.

Testing and PW Inspection, City of Long Beach, CA: Senior Construction Manager and Inspector. Provided public works inspection, construction management, and material testing services for various projects throughout the City of Long Beach.

Public Works and Construction Management Observation, City of Long Beach, CA: Senior Public Works Inspector. Willdan is providing on-call construction inspection for various CIP and permitted projects throughout the City of Long Beach. In addition to our inspection services, Willdan provides public outreach for many of the City's small and large CIP projects. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlay, storm drain, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work.



John Lara Inspector

John brings more than 16 years of technical expertise in public works inspection. John has successfully performed quality assurance/control testing services in accordance with Airport Circular, FAA, City Standards, Greenbook, ASTM, AASHTO and the Caltrans standards on various projects. He is very familiar with reading and understanding plans and specifications and has extensive experience on all aspects of concrete and asphalt pavement projects. John has worked on some of the largest infrastructure projects in Southern California and has provided testing services for nearly every type of construction project.

FIRM
Twining

YEARS OF EXPERIENCE
16

EDUCATION
*Continuing Education, Operating
Engineers Training Trust*

Relevant Experience

LGB, Runway 12-30 RSA Southeast End, Long Beach, CA: *Inspector.* This project included grading, drainage, and fencing improvements within the RSA at the southeast end of Runway 12-30. Portions of the adjacent perimeter roads were also reconstructed. Twining provided the geotechnical investigation for this project, under our agreement with the City of Long Beach. John provided soils testing and inspection services for this project.

LGB, Taxilane J Improvements, Long Beach, CA: *Inspector.* Twining provides the City of Long Beach with as-needed quality assurance testing services. This project included the reconstruction of deteriorated pavement, and improvements to drainage and pavement markings and is funded with AIP and PFC funds. John provided coring services on this project during the geotechnical investigation.

LGB, Taxiways E & F Improvements, Long Beach, CA: *Inspector.* As part of the \$140 million Airport Modernization Plan, the City of Long Beach rehabilitated Taxiway E and Taxiway F. This project consisted of the reconstruction of pavement adjacent to leaseholds bordering the taxiways and includes improvements to the pavement markings and lighting, signage, and drainage systems. The City funded this project with grants from the Federal Aviation Administration (FAA). Twining provided quality assurance materials testing and inspection for this project. All work was completed in accordance with FAA requirements and current FAA Advisory Circulars. John served as the lead inspector for this project. He was responsible for the oversight of all the inspectors, and also performed concrete and soils testing.

LGB, North Air Carrier Ramp, Long Beach, CA: *Inspector.* The four-phase project consisted of the reconstruction of 10 existing aircraft parking positions; the addition of two new aircraft parking positions; regrading the ramps; and improving drainage to meet National Fire Protection Association standards. In addition to replacing the aging pavement, the new development enhanced the safety of the airport by improving drainage and providing a better surface for passenger traffic. John was the lead field technician who oversaw the entire project. He performed soil and concrete testing in the field and in the laboratory.



FIRM
Jacobs

YEARS OF EXPERIENCE
32

EDUCATION
BA, Architecture

PROFESSIONAL QUALIFICATIONS
Registered Architect, CA #25420

Michael Doucette, AIA Terminal SME

Mike's 32-year career has been entirely aviation focused. He is a veteran program manager who has overseen the delivery of billions of dollars of new terminals, replacement terminals, and terminal renovations. In the past 12 years he has led the procurement, contract negotiations and management of over \$8B of new terminal development. For LAX, he was the program manager, overseeing project planning, design consultants, construction, commissioning, and activation of the \$1.7B TBIT – West Expansion and follow-on \$375M renovation of TBIT at LAX. He also led the planning effort for the LAX development program and provided technical support for both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

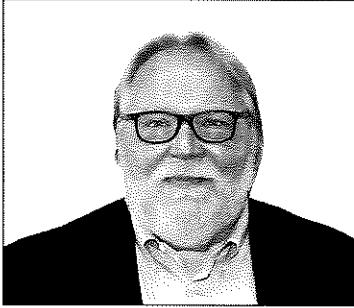
Relevant Experience

LGB, Terminal Area Improvements, Long Beach, CA: *Terminal Development Subject Matter Expert*. Mike managed the development and review of the EIR addendum for Phase 2 of the Terminal Development Program. He developed the PDB solicitation and is providing technical evaluation for the selection panel in support of the PDB contract award. He is also leading the negotiation of the Component Guaranteed Maximum Prices (CGMP) within the PDB contract.

LAX, TBIT Redevelopment, Los Angeles, CA: *Deputy Executive Director/Program Manager*. Mike completed the 30-month, \$375M renovation of the existing portion of the TBIT redevelopment that needed to commence after completion of the TBIT West Expansion. The renovation included sequential demolition of the existing north and south concourses and the replacement of the aircraft parking apron and reconstruction of Taxiway C-10. This renovation took place inside an operational terminal building. Mike led the PM team and oversaw all design, construction, commissioning, and activation of the facility.

LAX, TBIT West Expansion, Los Angeles, CA: *Deputy Executive Director/Program Manager*. Mike led the development of the TBIT Redevelopment Program, which was a key component of the formulation of the Airport Development Group. This included development of RFQ and RFPs for all PM/CM, architectural, engineering, and construction services, including selection, award and contract negotiations. The program included relocation of three taxiways, development of new aircraft parking aprons, and expansion of the existing international terminal building.

LAX, Midfield Satellite Concourse (MSC) Program, Los Angeles, CA: *Program Manager*. Mike led the program definition and procurement package preparation effort for the development of the \$1.3B MSC program. The MSC is the first concourse built at LAX. It is being delivered in two phases. The first phase is comprised of a 12-widebody gate facility intended for international and domestic operations. He led development of the RFP document leading to the procurement of the progressive design-build contract to execute the work.



Roger Johnson Airport Development SME

Roger joined Jacobs from LAWA, where he served as the Deputy Executive Director for planning, engineering, environmental, and development. For the last 13 years of his career with LAWA he led the Airports Development Group. He established and managed an organization that completed more than \$8B in capital improvements, with an additional \$3.3B of work in progress and approximately \$6.5B in procurement. Throughout his career Roger has directly led the procurement of approximately \$18B of capital improvements, including two new international terminals (\$3.8B); renovation of over six terminals (\$2B); two new runways and six new taxiways; renovation of four runways and five taxiways; a \$1.4B ConRAC; and various utilities and airport support facilities, such as the Airport Rescue and Firefighting Facility.

FIRM
Jacobs

YEARS OF EXPERIENCE
40

EDUCATION
BS, Civil Engineering

Relevant Experience

LGB, Terminal Redevelopment Program, Long Beach, CA: *Delivery Strategy/Environmental Advisor.* The City of Long Beach/LGB initiated the Terminal Redevelopment Program in 2006 with a goal of improving customer service through additional holdrooms, a new terminal building with new ticket counters, pre-security concessions and restrooms, new CBIS facility, new bag claim devices, and upgrading and restoring the historic terminal building. Roger is assisting LGB in preparing a focused environmental assessment for Phase II of the program.

ONT, Replacement FIS Facility, Ontario, CA: *Delivery Strategy/Procurement Lead.* ONT is well positioned to become the second international gateway to Southern California. The existing FIS facilities are not adequate to meet an increase in international arrivals. OIAA retained Jacobs to assist them with contractor procurement. Roger provided technical expertise in developing an FIS delivery strategy (progressive design-build), procurement documents, request for proposals, contract, general conditions, special conditions, and project requirements. He also led the preproposal conference for the procurement.

LAX, ONT, VNY Airports Development Program, Los Angeles, CA: *Program Manager.* Roger was responsible for all phases of the LAX Development Program. He led the development of delivery strategies, program phasing, logistics, procurement, contracting and PM/CM of 196+ simultaneous terminal, landside, and airside projects. Roger led the development of a robust program controls system that facilitated real-time tracking of project schedules and costs and allowed development of a consolidated capital expenditure report. To meet aggressive project schedules, Roger led the first use of CMAR and design-build delivery methods in the City of Los Angeles.



Jesus Moncada, PE Design

Jesus is a senior civil engineer responsible for project design, administration, field engineering and coordination of construction projects. He is experienced with phasing large complex projects and critical work during all aspects of construction to guarantee all projects are completed within the client-approved time and budget. He manages multiple grants and budgets associated with large construction projects.

FIRM
Jacobs

YEARS OF EXPERIENCE
19

EDUCATION
BS, Civil Engineering

PROFESSIONAL QUALIFICATIONS
PE, CO #39361

Relevant Experience

LGB, Various Airport Projects, Long Beach, CA: *Project Manager.* Jesus was responsible for managing the various task orders of existing and proposed projects. He set up and completed task orders while following internal project protocols and managing subconsultants and task order budgets. Jesus managed teams and project deliveries, coordinated internal and external resources to fulfill contractual project requirements, managed the scope, schedule and budget for projects, communicated job expectations to team members, and coordinated activities across multiple departments.

ONT, Northwest Quadrant Demolition, Ontario, CA: *Project Manager.* The 51-acre parcel includes both landside elements to the north and airside elements to the south, including existing steel buildings currently occupied. Jesus manages a team of designers whose responsibilities include demolition layout, site grading, utility removals, quantity calculations, cost estimating and design report preparation, coordination with internal design teams from multiple offices, construction phasing analysis, and plan and specification preparation.

DEN, Runway 17L-35R Complex Pavement and Lighting Rehabilitation, Denver, CO: *Project Manager.* The PCC pavement of Runway 17L-35R was approaching the end of its useful life. In some areas, it appeared to be undergoing accelerated deterioration due to the effects of Alkali-Silica Reactivity. Jesus responsibilities include managing the civil design package and coordinating the civil drawings with a separate airfield lighting consultant.

COS, Taxiway E Reconstruction, Colorado Springs, CO: *Project Manager - Construction.* Project involved the reconstruction of Taxiway E, F and H, and included portions of Taxiways B and G. Responsibilities included overseeing the contractor, processing project submittals, preparing daily and weekly construction reports, preparing payments for the contractor, authoring the final construction report, quantifying as-built quantities, preparing as-built record drawings, and project closeout.

MTJ, Taxiway B Relocation, Montrose, CO: *Project Manager.* Jesus oversaw the project design for this project to move Taxiway B closer to Runway 13/31 to provide more room for on-airport development to increase revenues or as a Vehicle Service Road. The relocation also included four new connector taxiways, electrical taxiway lighting, and lit signage.



Joseph Ekl CADD

Joseph is an airport project engineer responsible for the civil design, engineering and planning of airport and military projects. He is experienced with complex airport projects and critical work during all stages of plan development. He effectively delivers high quality master plan studies, construction plans and creative civil design. He uses his extensive design experience that includes over 50 airports from around North America and delivers unique solutions. Joseph is responsible for project design, administration, field engineering and coordination of construction projects. He is experienced with phasing large complex projects and critical work during all aspects of construction to provide all projects completed within the client-approved time and budget. He uses his extensive design experience to produce high quality construction plans and specifications.

FIRM
Jacobs

YEARS OF EXPERIENCE
16

EDUCATION
BA, Urban and Regional Planning

PROFESSIONAL QUALIFICATIONS
*Revit Architecture Essentials, CA,
2009*

Relevant Experience

LGB, Runway 7R/25L Improvements, Long Beach, CA: *Civil Designer.*

Joseph provided cad support, quantities and cost estimates for the reconstruction Runway 7R/25L and blast pads. Other work included reconstructing parallel Taxiways J and F, constructing two run-up areas, and reconfiguring connecting taxiways.

ONT, SWA/MTS Cargo Relocation Project, Ontario, CA: *Aviation*

Consultant. OIAA is consolidating cargo operations of one of its airline cargo tenants into the northwestern corner of the Airport. The consolidation would require the demolition of five existing structures within the proposed cargo facility footprint. The existing structures are currently utilized by airline cargo tenants Southwest Airlines Cargo (SWA) and Majestic Terminal Services (MTS). All existing business activity will be relocated and accommodated within the Airport as a part of the SWA & MTS Cargo Relocation Project. Joseph served as a project point of contact responsible for coordination with the internal design team and plan preparation.

ONT, Northwest Quadrant Demolition Project, Ontario, CA: *Aviation*

Consultant. Demolition and rough grading airside and landside elements to remove existing hangar buildings, asphalt and concrete pavement, chain link fencing and above/below ground utilities. Work included relocation of the Airport Operations Area (AOA) security fencing and vehicle service road (VSR). Served as a project point of contact responsible for design including demolition layout, site grading, utility removals, quantity calculations, cost estimating and design report preparation, coordination with internal design teams from multiple offices, construction phasing analysis, and plan preparation.



Nichola Fulton

Safety

Nichola is a proactive health and safety professional with experience in both occupational health and safety and a background in civil and environmental engineering. She works adeptly in challenging situations and has provided health and safety leadership on a number of large aviation, buildings and infrastructure projects.

Relevant Experience

FIRM

Jacobs

YEARS OF EXPERIENCE

11

EDUCATION

BS, Civil Engineering

PROFESSIONAL QUALIFICATIONS

OSHA 510 Occupational Safety and Health Standards

NEBOSH Construction Certificate

ISO 9001 Internal Auditor

NEBOSH General Industry Certificate with Distinction

LGB, Long Beach Airport On-Call, Long Beach, CA: HSE Manager. Nichola provides health and safety support for this project. Her responsibilities include periodic guidance, consultation, and health and safety monitoring to the Jacobs PM team who are providing engineering services—SD/CR as needed throughout the construction phase. Nichola is also responsible for inspecting the work areas for good practice and improvement opportunities, reviewing pre-task planning documentation, providing health and safety guidance to employees on the project, and identifying any potential risks related to the work environment.

LAX, LAWA Delta Hanger, Los Angeles, CA: Health, Safety and Environmental (HSE) Manager. Nichola provides health and safety support for this project. Her responsibilities include periodic guidance and consultation and monitoring to Jacobs' PM team throughout the provision of PM/CM services to Delta Air Lines in the management of the Delta Maintenance Hangar project throughout the construction phase from inception to closeout. Nichola's work focuses on ensuring the project schedule is not delayed to to accidents and/or injuries. She is also responsible for inspecting the work areas for good practice and improvement opportunities, reviewing pre-task planning documentation, providing health and safety guidance to employees on the project, and identifying any potential risks related to the work environment.

Huntington Memorial Hospital, Pasadena, CA: HSE Manager. Nichola provided health and safety support for this project. Her responsibilities included periodic guidance, consultation, and health and safety monitoring to the Jacobs PM team. The scope of work consisted of various construction projects at various stages of construction (design, procurement, construction and closeout) throughout the Huntington Memorial Hospital campus. She was also responsible for providing support to the Emergency Department Expansion project. Jacobs' professional services have been retained to assist in managing multiple capital projects as part of the CM Department's Capital Improvement Program.

JACOBS

long beach airport

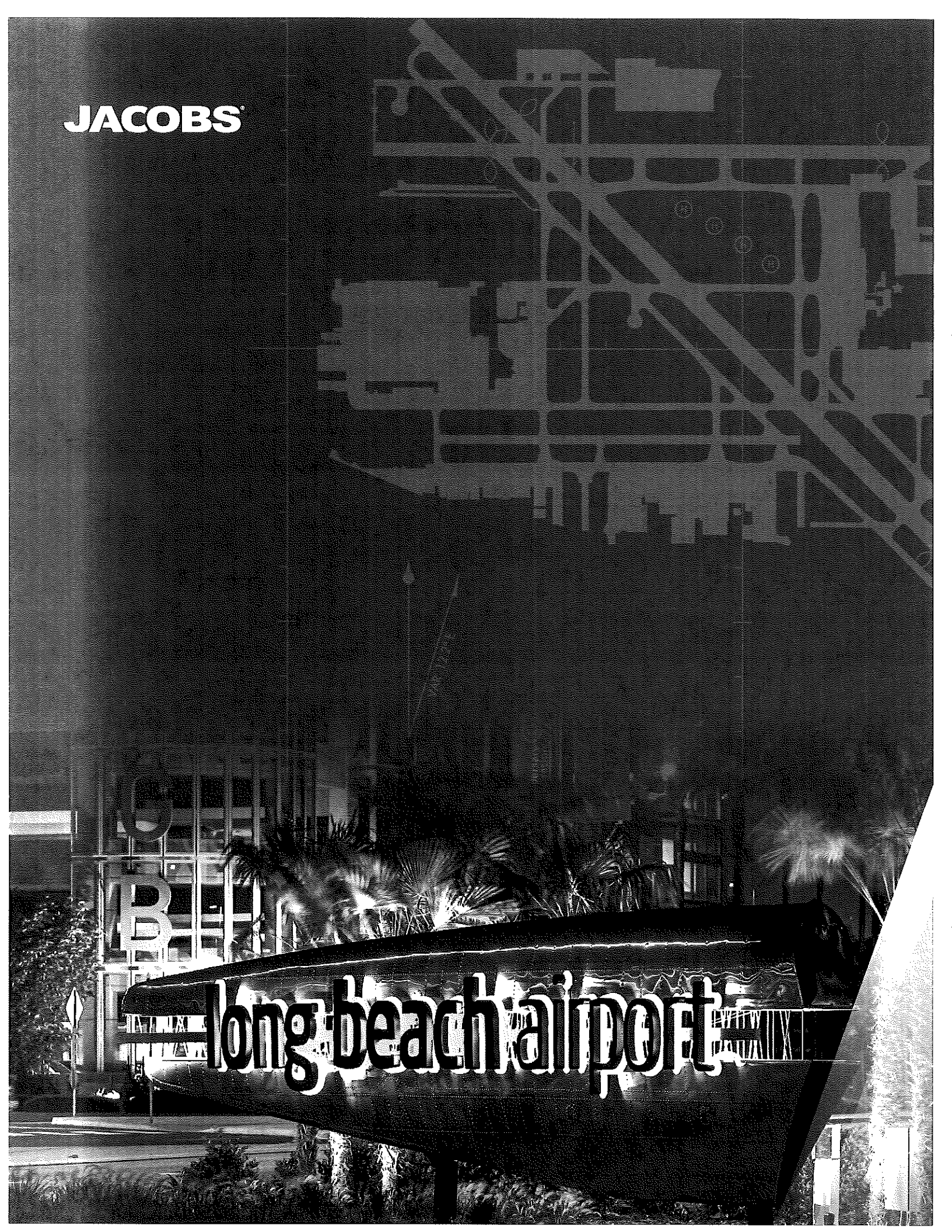


EXHIBIT “B”

Rates or Charges

Title/Category			Total Loaded Hourly Rate
JACOBS (at-Office)			
Senior Project Executive			\$345.00
Principal-in-Charge			\$316.00
Project Executive			\$302.00
Contract Manager			\$277.00
Project Principal			\$264.00
SMS/Safety Manager VI			\$255.00
SMS/Safety Manager V			\$223.00
SMS/Safety Manager IV			\$198.00
SMS/Safety Manager III			\$174.00
Project Manager VI			\$278.00
Project Manager V			\$255.00
Project Manager IV			\$231.00
Project Manager III			\$203.00
Project Manager II			\$180.00
Project Manager I			\$158.00
Quality Manager VI			\$278.00
Quality Manager V			\$255.00
Quality Manager IV			\$223.00
Design Manager VI			\$255.00
Design Manager V			\$231.00
Design Manager IV			\$203.00
Airfield Engineer VI			\$244.00
Airfield Engineer V			\$210.00
Airfield Engineer IV			\$186.00
Airfield Engineer III			\$163.00
Airfield Engineer II			\$143.00
Airfield Engineer I			\$126.00
Airfield Designer VI			\$189.00
Airfield Designer V			\$163.00
Airfield Designer IV			\$143.00
Airfield Designer III			\$126.00
Airfield Designer II			\$110.00
Airfield Designer I			\$97.00
Airfield Planner VI			\$244.00
Airfield Planner V			\$210.00
Airfield Planner IV			\$186.00
Airfield Planner III			\$163.00
Airfield Planner II			\$143.00
Airfield Planner I			\$126.00
Landscape Architect VI			\$215.00
Landscape Architect V			\$186.00
Landscape Architect IV			\$163.00
Landscape Architect III			\$143.00
Landscape Architect II			\$126.00
Landscape Architect I			\$110.00

Title/Category				Total Loaded Hourly Rate
JACOBS (at-Office)				
Architect VI				\$244.00
Architect V				\$210.00
Architect IV				\$186.00
Architect III				\$163.00
Architect II				\$143.00
Architect I				\$126.00
Structural Engineer VI				\$244.00
Structural Engineer V				\$210.00
Structural Engineer IV				\$186.00
Structural Engineer III				\$163.00
Structural Engineer II				\$143.00
Structural Engineer I				\$126.00
BHS Consultant				\$144.00
Electrical Engineer VI				\$244.00
Electrical Engineer V				\$210.00
Electrical Engineer IV				\$186.00
Electrical Engineer III				\$163.00
Electrical Engineer II				\$143.00
Electrical Engineer I				\$126.00
Mechanical Engineer VI				\$244.00
Mechanical Engineer V				\$210.00
Mechanical Engineer IV				\$186.00
Mechanical Engineer III				\$163.00
Mechanical Engineer II				\$143.00
Mechanical Engineer I				\$126.00
Construction Manager VI				\$255.00
Construction Manager V				\$231.00
Construction Manager IV				\$203.00
Construction Manager III				\$180.00
Construction Manager II				\$158.00
Construction Manager I				\$142.00
Deputy Construction Manager				\$174.00
Resident Engineer VI				\$215.00
Resident Engineer V				\$186.00
Resident Engineer IV				\$163.00
Resident Engineer III				\$143.00
Resident Engineer II				\$126.00
Resident Engineer I				\$110.00
Airfield Inspector VI				\$215.00
Airfield Inspector V				\$186.00
Airfield Inspector IV				\$163.00
Airfield Inspector III				\$143.00
Airfield Inspector II				\$126.00
Airfield Inspector I				\$110.00

Title/Category				Total Loaded Hourly Rate
JACOBS (at-Office)				
COMSEC Engineer VI				\$244.00
COMSEC Engineer V				\$210.00
COMSEC Engineer IV				\$186.00
COMSEC Engineer III				\$163.00
COMSEC Engineer II				\$143.00
COMSEC Engineer I				\$126.00
COMSEC Programmer VI				\$244.00
COMSEC Programmer V				\$210.00
COMSEC Programmer IV				\$186.00
COMSEC Programmer III				\$163.00
COMSEC Programmer II				\$143.00
COMSEC Programmer I				\$126.00
COMSEC Technician VI				\$166.00
COMSEC Technician V				\$143.00
COMSEC Technician IV				\$126.00
COMSEC Technician III				\$110.00
COMSEC Technician III				\$97.00
COMSEC Technician I				\$85.00
CADD Technician VI				\$203.00
CADD Technician V				\$180.00
CADD Technician IV				\$158.00
CADD Technician III				\$139.00
CADD Technician II				\$122.00
CADD Technician I				\$107.00
Project Coordinator VI				\$215.00
Project Coordinator VI				\$186.00
Project Coordinator IV				\$163.00
Project Coordinator III				\$135.00
Project Coordinator II				\$110.00
Project Coordinator I				\$91.00
<p>Notes:</p> <ol style="list-style-type: none"> 1. Above listed rates are effective for the duration of the base contract, (2 years from execution). 2. Above listed rates are based on the At-Office overhead rate for Buildings and Infrastructure Americas Design for the Fiscal Year Ended September 27, 2019. 3. Buildings and Infrastructure Americas Design is a Business Unit of Jacobs Engineering Group Inc. 4. Direct Labor Rate is maximum compensation for that Labor Category. 5. Contracting method will be agreed upon by Consultant and LGB prior to approval of proposal and execution of work. 				

Title/Category			Total Loaded Hourly Rate
JACOBS (at-Site)			
Senior Project Executive			\$322.00
Principal-in-Charge			\$275.00
Project Executive			\$283.00
Contract Manager			\$259.00
Project Principal			\$209.00
SMS/Safety Manager VI			\$222.00
SMS/Safety Manager V			\$194.00
SMS/Safety Manager IV			\$172.00
SMS/Safety Manager III			\$151.00
Project Manager VI			\$260.00
Project Manager V			\$222.00
Project Manager IV			\$184.00
Project Manager III			\$161.00
Project Manager II			\$142.00
Project Manager I			\$125.00
Quality Manager VI			\$260.00
Quality Manager V			\$222.00
Quality Manager IV			\$194.00
Design Manager VI			\$222.00
Design Manager V			\$184.00
Design Manager IV			\$161.00
Airfield Engineer VI			\$228.00
Airfield Engineer V			\$183.00
Airfield Engineer IV			\$162.00
Airfield Engineer III			\$142.00
Airfield Engineer II			\$125.00
Airfield Engineer I			\$109.00
Airfield Designer VI			\$177.00
Airfield Designer V			\$142.00
Airfield Designer IV			\$125.00
Airfield Designer III			\$109.00
Airfield Designer II			\$96.00
Airfield Designer I			\$84.00
Airfield Planner VI			\$228.00
Airfield Planner V			\$183.00
Airfield Planner IV			\$162.00
Airfield Planner III			\$142.00
Airfield Planner II			\$125.00
Airfield Planner I			\$109.00
Landscape Architect VI			\$201.00
Landscape Architect V			\$162.00
Landscape Architect IV			\$142.00
Landscape Architect III			\$125.00
Landscape Architect II			\$109.00
Landscape Architect I			\$96.00

Title/Category			Total Loaded Hourly Rate
JACOBS (at-Site)			
Architect VI			\$228.00
Architect V			\$183.00
Architect IV			\$162.00
Architect III			\$142.00
Architect II			\$125.00
Architect I			\$109.00
Structural Engineer VI			\$228.00
Structural Engineer V			\$183.00
Structural Engineer IV			\$162.00
Structural Engineer III			\$142.00
Structural Engineer II			\$125.00
Structural Engineer I			\$109.00
BHS Consultant			\$135.00
Electrical Engineer VI			\$228.00
Electrical Engineer V			\$183.00
Electrical Engineer IV			\$162.00
Electrical Engineer III			\$142.00
Electrical Engineer II			\$125.00
Electrical Engineer I			\$109.00
Mechanical Engineer VI			\$228.00
Mechanical Engineer V			\$183.00
Mechanical Engineer IV			\$162.00
Mechanical Engineer III			\$142.00
Mechanical Engineer II			\$125.00
Mechanical Engineer I			\$109.00
Construction Manager VI			\$222.00
Construction Manager V			\$184.00
Construction Manager IV			\$161.00
Construction Manager III			\$142.00
Construction Manager II			\$125.00
Construction Manager I			\$122.00
Deputy Construction Manager			\$151.00
Resident Engineer VI			\$201.00
Resident Engineer V			\$162.00
Resident Engineer IV			\$142.00
Resident Engineer III			\$125.00
Resident Engineer II			\$109.00
Resident Engineer I			\$96.00
Airfield Inspector VI			\$201.00
Airfield Inspector V			\$162.00
Airfield Inspector IV			\$142.00
Airfield Inspector III			\$125.00
Airfield Inspector II			\$109.00
Airfield Inspector I			\$96.00

Title/Category				Total Loaded Hourly Rate
JACOBS (at-Site)				
COMSEC Engineer VI				\$228.00
COMSEC Engineer V				\$183.00
COMSEC Engineer IV				\$162.00
COMSEC Engineer III				\$142.00
COMSEC Engineer II				\$125.00
COMSEC Engineer I				\$109.00
COMSEC Programmer VI				\$228.00
COMSEC Programmer V				\$183.00
COMSEC Programmer IV				\$162.00
COMSEC Programmer III				\$142.00
COMSEC Programmer II				\$125.00
COMSEC Programmer I				\$109.00
COMSEC Technician VI				\$155.00
COMSEC Technician V				\$125.00
COMSEC Technician IV				\$109.00
COMSEC Technician III				\$96.00
COMSEC Technician III				\$84.00
COMSEC Technician I				\$74.00
CADD Technician VI				\$161.00
CADD Technician V				\$142.00
CADD Technician IV				\$125.00
CADD Technician III				\$110.00
CADD Technician II				\$97.00
CADD Technician I				\$85.00
Project Coordinator VI				\$201.00
Project Coordinator V				\$162.00
Project Coordinator IV				\$142.00
Project Coordinator III				\$117.00
Project Coordinator II				\$96.00
Project Coordinator I				\$79.00

Notes:

1. Above listed rates are effective for the duration of the base contract, (2 years from execution).
2. Above listed rates are based on the At-Site overhead rate for Buildings and Infrastructure Americas Design for the Fiscal Year Ended September 27, 2019.
3. Buildings and Infrastructure Americas Design is a Business Unit of Jacobs Engineering Group Inc.
4. Direct Labor Rate is maximum compensation for that Labor Category.
5. Contracting method will be agreed upon by Consultant and LGB prior to approval of proposal and execution of work.

Long Beach Airport
 Long Beach, California
 Rates for Cost Plus Fixed Fee



Title/Category	Total Loaded Hourly Rate
JACOBS (at-Office)	
Senior Project Executive	\$328.00
Principal-in-Charge	\$301.00
Project Executive	\$288.00
Contract Manager	\$264.00
Project Principal	\$240.00
SMS/Safety Manager VI	\$231.00
SMS/Safety Manager V	\$203.00
SMS/Safety Manager IV	\$180.00
SMS/Safety Manager III	\$158.00
Project Manager VI	\$253.00
Project Manager V	\$231.00
Project Manager IV	\$210.00
Project Manager III	\$184.00
Project Manager II	\$163.00
Project Manager I	\$143.00
Quality Manager VI	\$253.00
Quality Manager V	\$231.00
Quality Manager IV	\$203.00
Design Manager VI	\$231.00
Design Manager V	\$210.00
Design Manager IV	\$184.00
Airfield Engineer VI	\$221.00
Airfield Engineer V	\$191.00
Airfield Engineer IV	\$169.00
Airfield Engineer III	\$148.00
Airfield Engineer II	\$130.00
Airfield Engineer I	\$114.00
Airfield Designer VI	\$172.00
Airfield Designer V	\$148.00
Airfield Designer IV	\$130.00
Airfield Designer III	\$114.00
Airfield Designer II	\$100.00
Airfield Designer I	\$88.00
Airfield Planner VI	\$221.00
Airfield Planner V	\$191.00
Airfield Planner IV	\$169.00
Airfield Planner III	\$148.00
Airfield Planner II	\$130.00
Airfield Planner I	\$114.00
Landscape Architect VI	\$196.00
Landscape Architect V	\$169.00
Landscape Architect IV	\$148.00
Landscape Architect III	\$130.00
Landscape Architect II	\$114.00
Landscape Architect I	\$100.00

Long Beach Airport
 Long Beach, California
 Rates for Cost Plus Fixed Fee



Title/Category			Total Loaded Hourly Rate
JACOBS (at-Office)			
Architect VI			\$221.00
Architect V			\$191.00
Architect IV			\$169.00
Architect III			\$148.00
Architect II			\$130.00
Architect I			\$114.00
Structural Engineer VI			\$221.00
Structural Engineer V			\$191.00
Structural Engineer IV			\$169.00
Structural Engineer III			\$148.00
Structural Engineer II			\$130.00
Structural Engineer I			\$114.00
BHS Consultant			\$131.00
Electrical Engineer VI			\$221.00
Electrical Engineer V			\$191.00
Electrical Engineer IV			\$169.00
Electrical Engineer III			\$148.00
Electrical Engineer II			\$130.00
Electrical Engineer I			\$114.00
Mechanical Engineer VI			\$221.00
Mechanical Engineer V			\$191.00
Mechanical Engineer IV			\$169.00
Mechanical Engineer III			\$148.00
Mechanical Engineer II			\$130.00
Mechanical Engineer I			\$114.00
Construction Manager VI			\$231.00
Construction Manager V			\$210.00
Construction Manager IV			\$184.00
Construction Manager III			\$163.00
Construction Manager II			\$143.00
Construction Manager I			\$129.00
Deputy Construction Manager			\$158.00
Resident Engineer VI			\$196.00
Resident Engineer V			\$169.00
Resident Engineer IV			\$148.00
Resident Engineer III			\$130.00
Resident Engineer II			\$114.00
Resident Engineer I			\$100.00
Airfield Inspector VI			\$196.00
Airfield Inspector V			\$169.00
Airfield Inspector IV			\$148.00
Airfield Inspector III			\$130.00
Airfield Inspector II			\$114.00
Airfield Inspector I			\$100.00

Long Beach Airport
 Long Beach, California
 Rates for Cost Plus Fixed Fee



Title/Category			Total Loaded Hourly Rate
JACOBS (at-Office)			
COMSEC Engineer VI			\$221.00
COMSEC Engineer V			\$191.00
COMSEC Engineer IV			\$169.00
COMSEC Engineer III			\$148.00
COMSEC Engineer II			\$130.00
COMSEC Engineer I			\$114.00
COMSEC Programer VI			\$221.00
COMSEC Programer V			\$191.00
COMSEC Programer IV			\$169.00
COMSEC Programer III			\$148.00
COMSEC Programer II			\$130.00
COMSEC Programer I			\$114.00
COMSEC Technician VI			\$151.00
COMSEC Technician V			\$130.00
COMSEC Technician IV			\$114.00
COMSEC Technician III			\$100.00
COMSEC Technician III			\$88.00
COMSEC Technician I			\$77.00
CADD Technician VI			\$184.00
CADD Technician V			\$163.00
CADD Technician IV			\$143.00
CADD Technician III			\$126.00
CADD Technician II			\$111.00
CADD Technician I			\$97.00
Project Coordinator VI			\$196.00
Project Coordinator V			\$169.00
Project Coordinator IV			\$148.00
Project Coordinator III			\$123.00
Project Coordinator II			\$100.00
Project Coordinator I			\$83.00
<p>Notes:</p> <ol style="list-style-type: none"> 1. Above listed rates are effective for the duration of the base contract, (2 years from execution). 2. Above listed rates are based on the At-Office overhead rate for Buildings and Infrastructure Americas Design for the Fiscal Year Ended September 27, 2019. 3. Buildings and Infrastructure Americas Design is a Business Unit of Jacobs Engineering Group Inc. 4. Direct Labor Rate is maximum compensation for that Labor Category. 5. Contracting method will be agreed upon by Consultant and LGB prior to approval of proposal and execution of work. 6. Per each Cost Plus Fixed Fee Task Order, actual direct Labor rates per individual employee assigned to the task order plus the overhead will be used as the hourly bill rate. 7. Total Fixed Fee will be negotiated and agreed upon with the City of Long Beach on each task order. Fixed fee will be billed on a percentage complete basis monthly. 			

Long Beach Airport
 Long Beach, California
 Rates for Cost Plus Fixed Fee



Title/Category			Total Loaded Hourly Rate
JACOBS (at-Site)			
Senior Project Executive			\$307.00
Principal-in-Charge			\$262.00
Project Executive			\$269.00
Contract Manager			\$246.00
Project Principal			\$190.00
SMS/Safety Manager VI			\$202.00
SMS/Safety Manager V			\$177.00
SMS/Safety Manager IV			\$156.00
SMS/Safety Manager III			\$137.00
Project Manager VI			\$236.00
Project Manager V			\$202.00
Project Manager IV			\$167.00
Project Manager III			\$146.00
Project Manager II			\$130.00
Project Manager I			\$114.00
Quality Manager VI			\$236.00
Quality Manager V			\$202.00
Quality Manager IV			\$177.00
Design Manager VI			\$202.00
Design Manager V			\$167.00
Design Manager IV			\$146.00
Airfield Engineer VI			\$207.00
Airfield Engineer V			\$167.00
Airfield Engineer IV			\$147.00
Airfield Engineer III			\$129.00
Airfield Engineer II			\$113.00
Airfield Engineer I			\$99.00
Airfield Designer VI			\$161.00
Airfield Designer V			\$129.00
Airfield Designer IV			\$113.00
Airfield Designer III			\$99.00
Airfield Designer II			\$87.00
Airfield Designer I			\$77.00
Airfield Planner VI			\$207.00
Airfield Planner V			\$167.00
Airfield Planner IV			\$147.00
Airfield Planner III			\$129.00
Airfield Planner II			\$113.00
Airfield Planner I			\$99.00
Landscape Architect VI			\$183.00
Landscape Architect V			\$147.00
Landscape Architect IV			\$129.00
Landscape Architect III			\$113.00
Landscape Architect II			\$99.00
Landscape Architect I			\$87.00

Long Beach Airport
 Long Beach, California
 Rates for Cost Plus Fixed Fee



Title/Category			Total Loaded Hourly Rate
JACOBS (at-Site)			
Architect VI			\$207.00
Architect V			\$167.00
Architect IV			\$147.00
Architect III			\$129.00
Architect II			\$113.00
Architect I			\$99.00
Structural Engineer VI			\$207.00
Structural Engineer V			\$167.00
Structural Engineer IV			\$147.00
Structural Engineer III			\$129.00
Structural Engineer II			\$113.00
Structural Engineer I			\$99.00
BHS Consultant			\$122.00
Electrical Engineer VI			\$207.00
Electrical Engineer V			\$167.00
Electrical Engineer IV			\$147.00
Electrical Engineer III			\$129.00
Electrical Engineer II			\$113.00
Electrical Engineer I			\$99.00
Mechanical Engineer VI			\$207.00
Mechanical Engineer V			\$167.00
Mechanical Engineer IV			\$147.00
Mechanical Engineer III			\$129.00
Mechanical Engineer II			\$113.00
Mechanical Engineer I			\$99.00
Construction Manager VI			\$202.00
Construction Manager V			\$167.00
Construction Manager IV			\$146.00
Construction Manager III			\$130.00
Construction Manager II			\$114.00
Construction Manager I			\$111.00
Deputy Construction Manager			\$137.00
Resident Engineer VI			\$183.00
Resident Engineer V			\$147.00
Resident Engineer IV			\$129.00
Resident Engineer III			\$113.00
Resident Engineer II			\$99.00
Resident Engineer I			\$87.00
Airfield Inspector VI			\$183.00
Airfield Inspector V			\$147.00
Airfield Inspector IV			\$129.00
Airfield Inspector III			\$113.00
Airfield Inspector II			\$99.00
Airfield Inspector I			\$87.00

Title/Category			Total Loaded Hourly Rate
JACOBS (at-Site)			
COMSEC Engineer VI			\$207.00
COMSEC Engineer V			\$167.00
COMSEC Engineer IV			\$147.00
COMSEC Engineer III			\$129.00
COMSEC Engineer II			\$113.00
COMSEC Engineer I			\$99.00
COMSEC Programmer VI			\$207.00
COMSEC Programmer V			\$167.00
COMSEC Programmer IV			\$147.00
COMSEC Programmer III			\$129.00
COMSEC Programmer II			\$113.00
COMSEC Programmer I			\$99.00
COMSEC Technician VI			\$141.00
COMSEC Technician V			\$113.00
COMSEC Technician IV			\$99.00
COMSEC Technician III			\$87.00
COMSEC Technician III			\$77.00
COMSEC Technician I			\$67.00
CADD Technician VI			\$146.00
CADD Technician V			\$130.00
CADD Technician IV			\$114.00
CADD Technician III			\$100.00
CADD Technician II			\$88.00
CADD Technician I			\$77.00
Project Coordinator VI			\$183.00
Project Coordinator V			\$147.00
Project Coordinator IV			\$129.00
Project Coordinator III			\$107.00
Project Coordinator II			\$87.00
Project Coordinator I			\$72.00
<p>Notes:</p> <ol style="list-style-type: none"> 1. Above listed rates are effective for the duration of the base contract, (2 years from execution). 2. Above listed rates are based on the At-Site overhead rate for Buildings and Infrastructure Americas Design for the Fiscal Year Ended September 27, 2019. 3. Buildings and Infrastructure Americas Design is a Business Unit of Jacobs Engineering Group Inc. 4. Direct Labor Rate is maximum compensation for that Labor Category. 5. Contracting method will be agreed upon by Consultant and LGB prior to approval of proposal and execution of work. 6. Per each Cost Plus Fixed Fee Task Order, actual direct Labor rates per individual employee assigned to the task order plus the overhead will be used as the hourly bill rate. 7. Total Fixed Fee will be negotiated and agreed upon with the City of Long Beach on each task order. Fixed fee will be billed on a percentage complete basis monthly. 			

Long Beach Airport
 Long Beach, California
 Survey - Prevailing Wages
 Cost Plus Fixed Fee



Title/Category				Total Loaded Hourly Rate
JACOBS (at-Site)				
Chief of Party				\$82.48
Instrumentation				\$79.21
Chainman/Rodman				\$78.58
Notes:				
<p>1. GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.4 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS</p>				



Estimating
Cost Control
Claims Management
Construction Management

Our goal is simple... to help you reach yours.

Jacobs
City of Long Beach
Construction Management Contract at Long Beach Airport
Cost Estimating, Scheduling, and Document Control Services

Date:	March 2, 2021
FIRM NAME:	Lenax Construction Services, Inc.
Services Provided:	Cost Estimating, Scheduling, and Document Control Services

Office Overhead Rate	Home OH	116.15%
Field Overhead Rate	Field OH	112.35%
	Profit	10.00%
	Escalation	Year 2022 3.00%

Labor Classification	Direct Labor Rate	Office Profit	Field Profit	2021 Home Office Rate	2021 Field Office Rate	2022 Home Office Rate	2022 Field Office Rate
Lead Estimator	\$104.00	\$22.48	\$22.08	\$247.28	\$242.93	\$254.69	\$250.22
Sr. Estimator	\$79.50	\$17.18	\$16.88	\$189.02	\$185.70	\$194.69	\$191.27
Sr. Estimator (MEP)	\$86.50	\$18.70	\$18.37	\$205.67	\$202.05	\$211.84	\$208.11
Estimator	\$60.00	\$12.97	\$12.74	\$142.66	\$140.15	\$146.94	\$144.36
Sr. Scheduler	\$81.50	\$17.62	\$17.31	\$193.78	\$190.37	\$199.59	\$196.08
Scheduler	\$64.00	\$13.83	\$13.59	\$152.17	\$149.49	\$156.73	\$153.98
Doc Control Manager	\$49.50	\$10.70	\$10.51	\$117.69	\$115.62	\$121.22	\$119.09
Sr. Doc Control	\$42.00	\$9.08	\$8.92	\$99.86	\$98.11	\$102.86	\$101.05
Doc Control Technician	\$34.00	\$7.35	\$7.22	\$80.84	\$79.42	\$83.27	\$81.80

The above rates include Overhead and profit. Other direct costs will be billed at the invoice amount. Mileage will be billed at approved Government rate.

The above rates are in effect through December 31, 2022.

Very truly yours,

Yelena Zeetser
President

**ARB ELECTRICAL INC.
HOURLY RATE SCHEDULE**

2021

ELECTRICAL ENGINEER

- Direct \$120.00
- Loaded \$215.00

CIVIL ENGINEER

- Direct \$120.00
- Loaded \$215.00

MECHANICAL ENGINEER

- Direct \$120.00
- Loaded \$215.00

PLUMBING ENGINEER

- Direct \$120.00
- Loaded \$215.00

PROJECT DRAFTER

- Direct \$50.00
- Loaded \$90.00

ADMINISTRATIVE/SECRETARY

- Direct \$45.00
- Loaded \$81.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.



January 15, 2021

Brook Corney, CCM
Construction/Project Manager
Jacobs
1000 Wilshire Blvd Suite 2100
Los Angeles, CA 90017

Subject: Proposal to Provide Construction Management Staff Augmentation Services – Jacobs

We understand Jacobs is proposing on the City of Long Beach On-Call CM contract and requires additional CM personal as an addition to their staff. Our proposed, show in the table below, can provide full-time, part-time and on-call as needed services to the City.

Employee Name	Classification	Hourly Rates
Mike Bustos	Construction Manager	\$176
Mike Jasminski	Construction Manager	\$176
Robert Solis	Senior Public Works Observer	\$128
Joe Putrino	Senior Public Works Observer	\$128
Jane Freij	Labor Compliance Manager	\$154
Amanda Perez	Labor Compliance Specialist	\$123

We propose the above team members at the above-mentioned hourly billing rates. This hourly rate is inclusive of all direct and indirect costs and client would not be billed for any additional overhead or other incidental costs associated with his assignment to this project.

I will be acting as the Services Coordinator for this assignment and the City's primary point of contact for any questions regarding the delivery of services, including billing.

We sincerely appreciate the opportunity to offer our professional services to Jacobs and the City of Long Beach and look forward to assisting you with any other needs you may have. If you have any questions or need additional information, please contact me at 562-364-8198 or cbaca@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Chris Baca, RCI, CESSWI
Director of Construction Management
and Inspection Services

Approval and Authorization to Proceed By:
JACOBS

Signature

Date

Rate Schedule for the City of Long Beach xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Projects at Long Beach Airport

Effective Dates Rates Are Effective through 04/2022

Consultant: TWINING INC

Overhead rate 119.32%

New Proposed Rate				
Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Principal Engineer	\$ 94.89	119.32%	10.00%	\$228.91
Project Manager	\$ 49.68	119.32%	10.00%	\$119.86
Technical Advisor	\$ 73.25	119.32%	10.00%	\$176.71
Staff Engineer	\$ 48.55	119.32%	10.00%	\$117.13
Inspector Group 1	\$ 53.93	119.32%	10.00%	\$130.11
Inspector Group 2	\$ 55.71	119.32%	10.00%	\$134.40
Inspector Group 3	\$ 57.71	119.32%	10.00%	\$139.23

Note - Items in red are prevailing wage.

EXHIBIT “C”

City’s Representative:

Hugo Liu, Civil Engineer

(562) 570-6195

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Jesus J. Moncada, PE