

1 AGREEMENT

2 35827

3 THIS AGREEMENT is made and entered, in duplicate, as of January 25,
4 2021, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on June 23, 2020, by and between PMCS GROUP
6 INC., a California corporation ("Contractor"), with a place of business at 2600 E. Pacific
7 Coast Highway, Suite 180, Long Beach, California 90804, and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with as-needed engineering construction management services
11 for various development projects at the Long Beach Airport ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's
13 administrative procedures using a Request for Qualifications ("RFQ"), attached hereto as
14 Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor
15 and its employees are qualified, licensed, if so required, and experienced in performing
16 these specialized services; and

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly
24 described in Exhibit "A-2", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay for
26 these services in the manner described below, not to exceed Five Hundred
27 Thousand Dollars (\$500,000), at the rates or charges shown in Exhibit "B".

28 B. City shall pay Contractor in due course of payments following

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

1 receipt from Contractor and approval by City of invoices showing the services or
2 task performed, the time expended (if billing is hourly), and the name of the Project.
3 Contractor shall certify on the invoices that Contractor has performed the services
4 in full conformance with this Agreement and is entitled to receive payment. Each
5 invoice shall be accompanied by a progress report indicating the progress to date
6 of services performed and covered by the invoice, including a brief statement of any
7 Project problems and potential causes of delay in performance, and listing those
8 services that are projected for performance by Contractor during the next invoice
9 cycle. Where billing is done and payment is made on an hourly basis, the parties
10 acknowledge that this arrangement is either customary practice for Contractor's
11 profession, industry or business, or is necessary to satisfy audit and legal
12 requirements which may arise due to the fact that City is a municipality.

13 C. Contractor represents that Contractor has obtained all
14 necessary information on conditions and circumstances that may affect its
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that
17 Contractor (a) has thoroughly investigated and considered the scope of services to
18 be performed, (b) has carefully considered how the services should be performed,
19 and (c) fully understands the facilities, difficulties and restrictions attending
20 performance of the services under this Agreement. If the services involve work upon
21 any site, Contractor warrants that Contractor has or will investigate the site and is
22 or will be fully acquainted with the conditions there existing, prior to commencement
23 of services set forth in this Agreement. Should Contractor discover any latent or
24 unknown conditions that will materially affect the performance of the services set
25 forth in this Agreement, Contractor must immediately inform the City of that fact and
26 may not proceed except at Contractor's risk until written instructions are received
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

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

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

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an
12 amount not less than \$1,000,000 per claim.

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

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

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

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

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

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

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

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

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

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

5 13. ADDITIONAL SERVICES. The City has the right at any time during
6 the performance of the services, without invalidating this Agreement, to order extra work
7 beyond that specified in the RFQ or make changes by altering, adding to or deducting from
8 the work. No extra work may be undertaken unless a written order is first given by the City,
9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
12 City Representative. Any greater increases, taken either separately or cumulatively, must
13 be approved by the City Council. It is expressly understood by Contractor that the
14 provisions of this paragraph do not apply to services specifically set forth in the RFQ or
15 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk
16 that the services to be provided pursuant to the RFQ may be more costly or time consuming
17 than Contractor anticipates and that Contractor will not be entitled to additional
18 compensation for the services set forth in the RFQ.

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

6 16. LAW. This Agreement shall be construed in accordance with the laws
7 of the State of California, and the venue for any legal actions brought by any party with
8 respect to this Agreement shall be the County of Los Angeles, State of California for state
9 actions and the Central District of California for any federal actions. Contractor shall cause
10 all work performed in connection with construction of the Project to be performed in
11 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
12 county or municipal governments or agencies (including, without limitation, all applicable
13 federal and state labor standards, including the prevailing wage provisions of sections 1770
14 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
15 marshal, health officer, building inspector, or other officer of every governmental agency
16 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
17 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
18 conflict with any applicable laws, but the remainder of the Agreement will remain in full
19 force and effect.

20 17. PREVAILING WAGES.

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

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

10 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
11 constitutes the entire understanding between the parties and supersedes all other
12 agreements, oral or written, with respect to the subject matter in this Agreement.

13 19. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its
15 Boards, Commissions, and their officials, employees and agents ("Indemnified
16 Parties"), from and against any and all liability, claims, demands, damage, loss,
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
18 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
19 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
20 in part, out of or in connection with (1) Consultant's breach or failure to comply with
21 any of its obligations contained in this Agreement, including all applicable federal
22 and state labor requirements including, without limitation, the requirements of
23 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
24 omissions or misrepresentations committed by Consultant, its officers, employees,
25 agents, subcontractors, or anyone under Consultant's control, in the performance
26 of work or services under this Agreement (collectively "Claims" or individually
27 "Claim").

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

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

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

14 D. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

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

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

26 22. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

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

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

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

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

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

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

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

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

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

27 27. CONTINUATION. Termination or expiration of this Agreement shall
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 18, 21 and 28 prior to termination or expiration of this Agreement.

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

10 29. ADVERTISING. Contractor shall not use the name of City, its officials
11 or employees in any advertising or solicitation for business or as a reference, without the
12 prior approval of the City Manager or designee.

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

17 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
18 designed to or entered for the purpose of creating any benefit or right for any person or
19 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.

PMCS GROUP INC., a California corporation

January 29, 2021

By *Violene Azar*
Name Violene Azar
Title President

January 29, 2021

By *Walid A. Azar*
Name Walid A. Azar
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

February 9, 2021

By *Linda J. Jatum*
City Manager

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

This Agreement is approved as to form on February 9, 2021.

CHARLES PARKIN, City Attorney

By *[Signature]*
Deputy

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

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PMCS GROUP INC., a California corporation

January 29, 2021

By *Violene Azar*
Name Violene Azar
Title President

January 29, 2021

By *Walid A. Azar*
Name Walid A. Azar
Title Vice President

"Contractor"

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

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

EXHIBIT “A-1”

Request for Qualifications (RFQ) 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
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- I DBE INSTRUCTIONS AND FORMS

APPENDICES

- A PROJECT DESCRIPTIONS
- B FAA - DESIGN AND ENGINEERING STANDARDS
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- E SCOPE OF SERVICES SAMPLES
- F CONSULTANT SERVICES FEE SAMPLE
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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 rfppurchasing@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

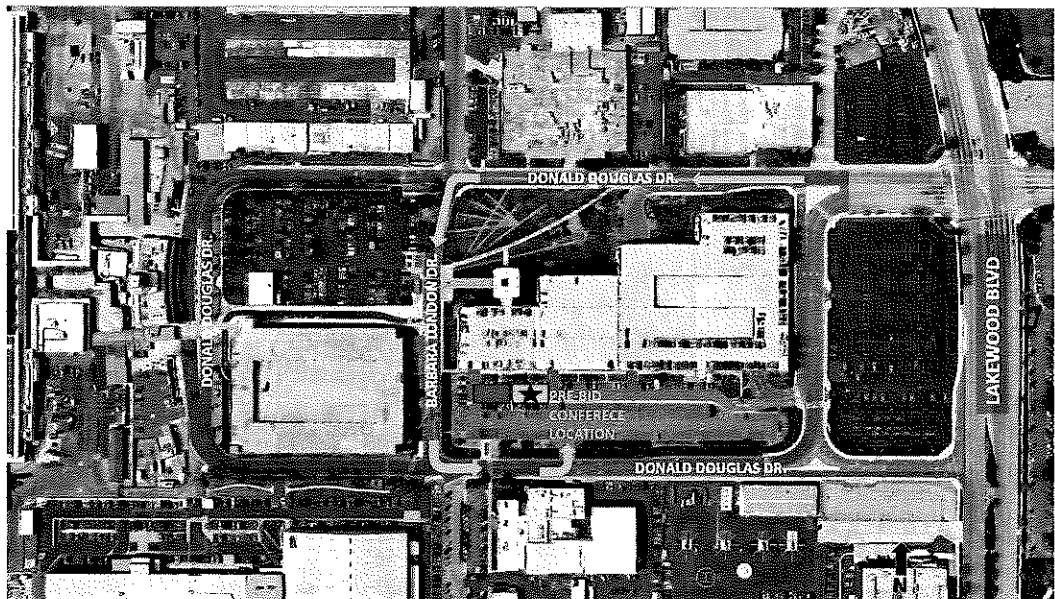
NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.



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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



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

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

Attachment B

Pro-Forma Agreement

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

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

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 <small>(Rev. October 2018) Department of the Treasury Internal Revenue Service</small>	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.
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Penalties apply if you do not follow the 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) ▶ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is 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.</small> <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>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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.	Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td></tr> <tr><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											-									
-																					
<small>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.</small>	Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td><td style="width:10%;"></td></tr> <tr><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></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.				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Sign Here</td> <td style="width:55%;">Signature of U.S. person ▶</td> <td style="width:30%;">Date ▶</td> </tr> </table>	Sign Here	Signature of U.S. person ▶	Date ▶	
Sign Here	Signature of U.S. person ▶	Date ▶		

General Instructions

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

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

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), 1099-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"/> 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 <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
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 displays the California Secretary of State's Business Search portal. The header identifies Alex Padilla as the California Secretary of State. The main content area is titled 'Business Search' and provides instructions for users. It states that the search provides access to information for corporations, limited liability companies, and limited partnerships. A note specifies that the search is not intended for name availability checks. Below the instructions, there are several bullet points detailing the search process: selecting a search type, entering the entity name or number (noting that numbers must start with 'C'), choosing a search filter, and clicking the search button. A link to 'Search Tips' is provided for further assistance. A note indicates that fields marked with an asterisk (*) are required. The search interface includes a 'Search Type' dropdown menu with three options: 'Search by Corporation Name', 'Search by LP/LLC Name', and 'Search by Entity Number'. Below this are fields for 'Search Criteria', 'Search Filter', and 'Keyword'. A 'Search' button is located at the bottom of the search area. On the left side of the page, a sidebar lists various 'Online Services' including E-File Statements of Information for Corporations, Business Search, Processing Times, Disclosure Search, Service Options, Name Availability, Forms, Samples & Fees, Statements of Information (annual/biennial reports), Filing Tips, Information Requests (certificates, copies & status reports), Service of Process, and FAQs.

(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. _____

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684

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

Chapter 2.73

EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

2.73.010 Title and purpose.

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

2.73.020 Definitions.

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

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

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

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2.73.030 Contractors subject to requirements.

A. The following contractors are subject to this Chapter:

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

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

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

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

2.73.040 Non-discrimination in provision of benefits.

A. No contractor subject to this Chapter pursuant to Section 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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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
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 ///

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

- 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

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

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

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

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

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

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

20
21 2.73.070 Retaliation and discrimination prohibited.

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

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 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.

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

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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



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
Subcontract %:	<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: <input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker
Subcontract %:	<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: <input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker
Subcontract %:	<input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker

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 %:	

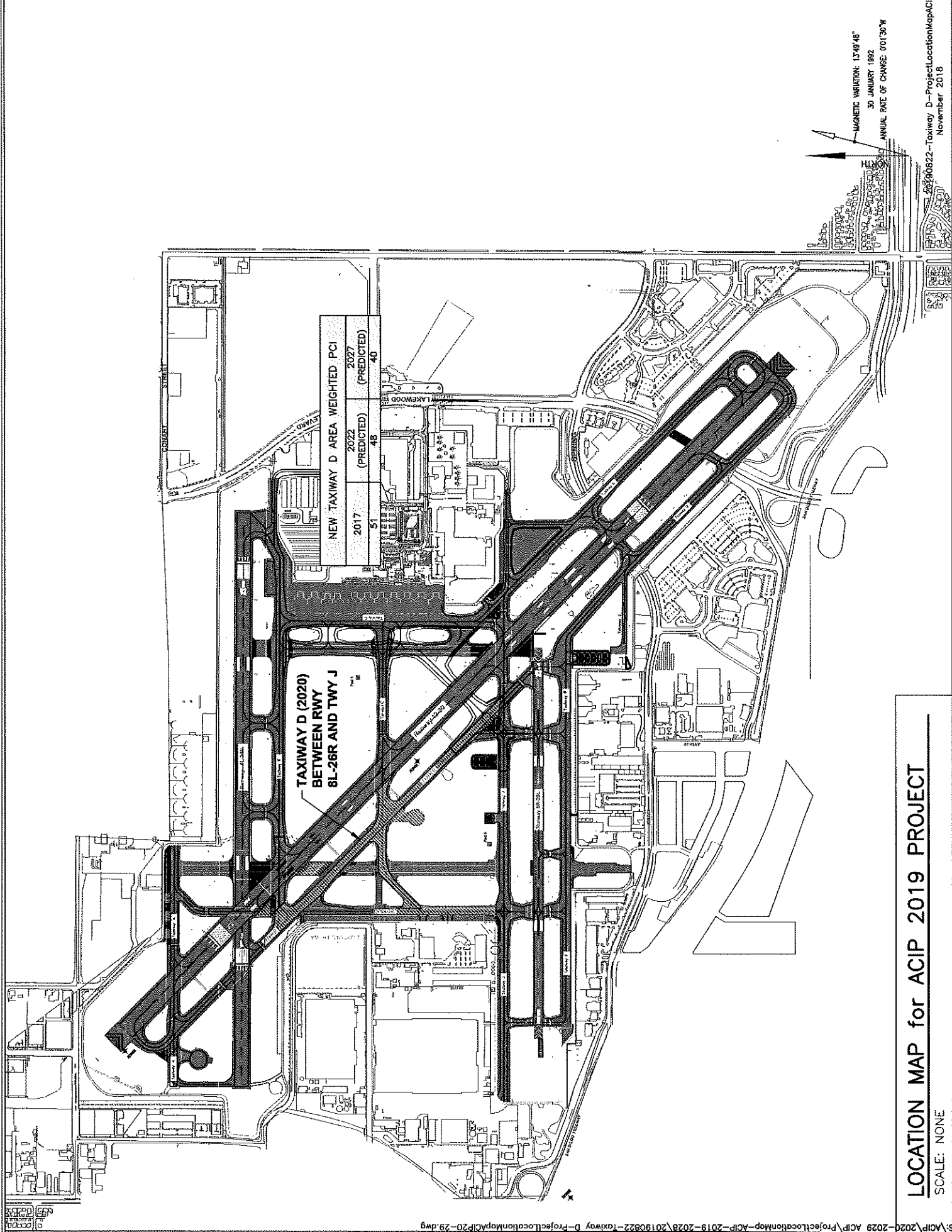
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Appendix A

**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 overlayed 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 overlayed 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 overlayed 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 ALP 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°49'48"
30 JANUARY 1992
ANNUAL RATE OF CHANGE: 001'30"W

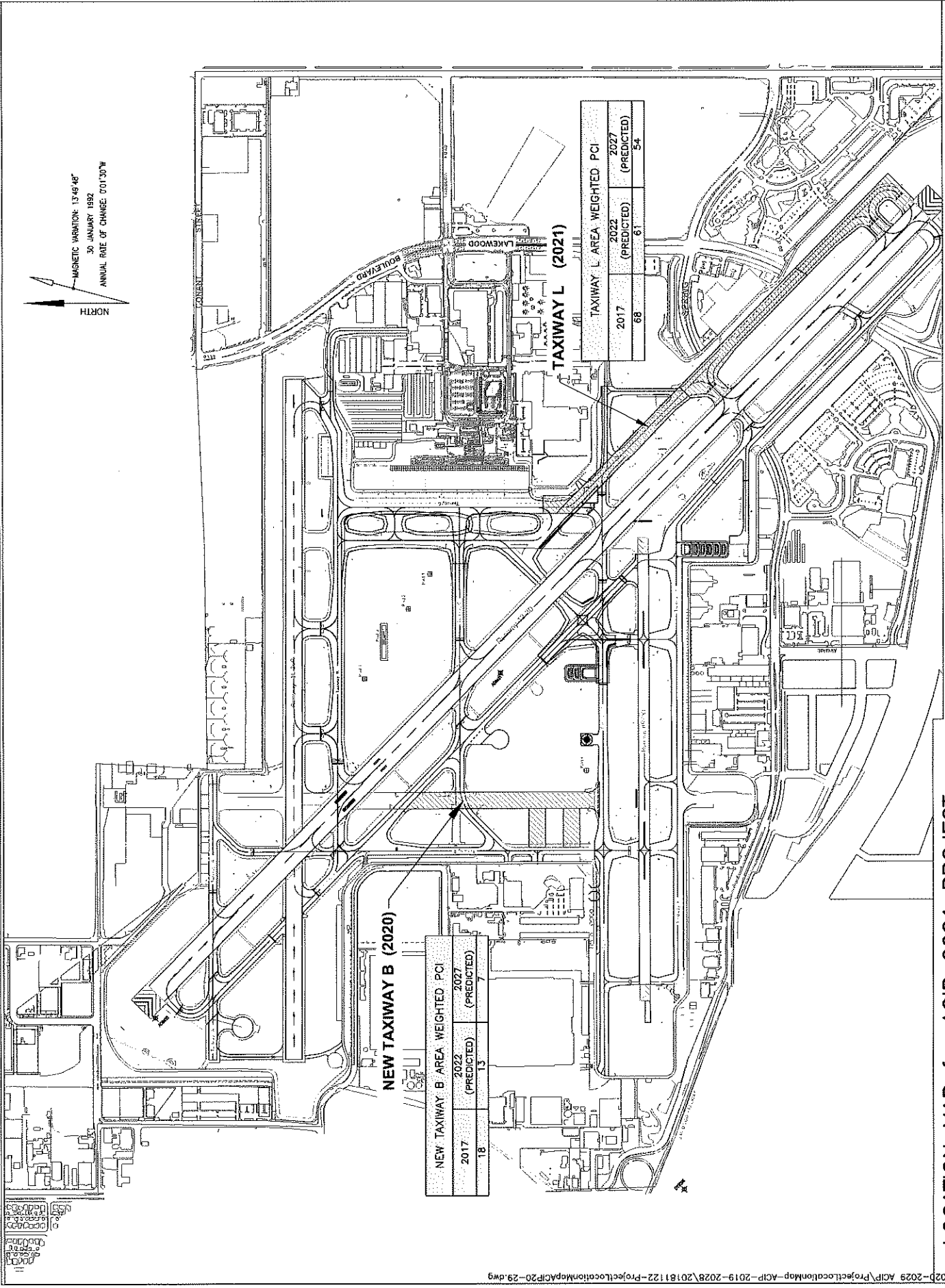
LOCATION MAP for ACIP 2019 PROJECT

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 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)	

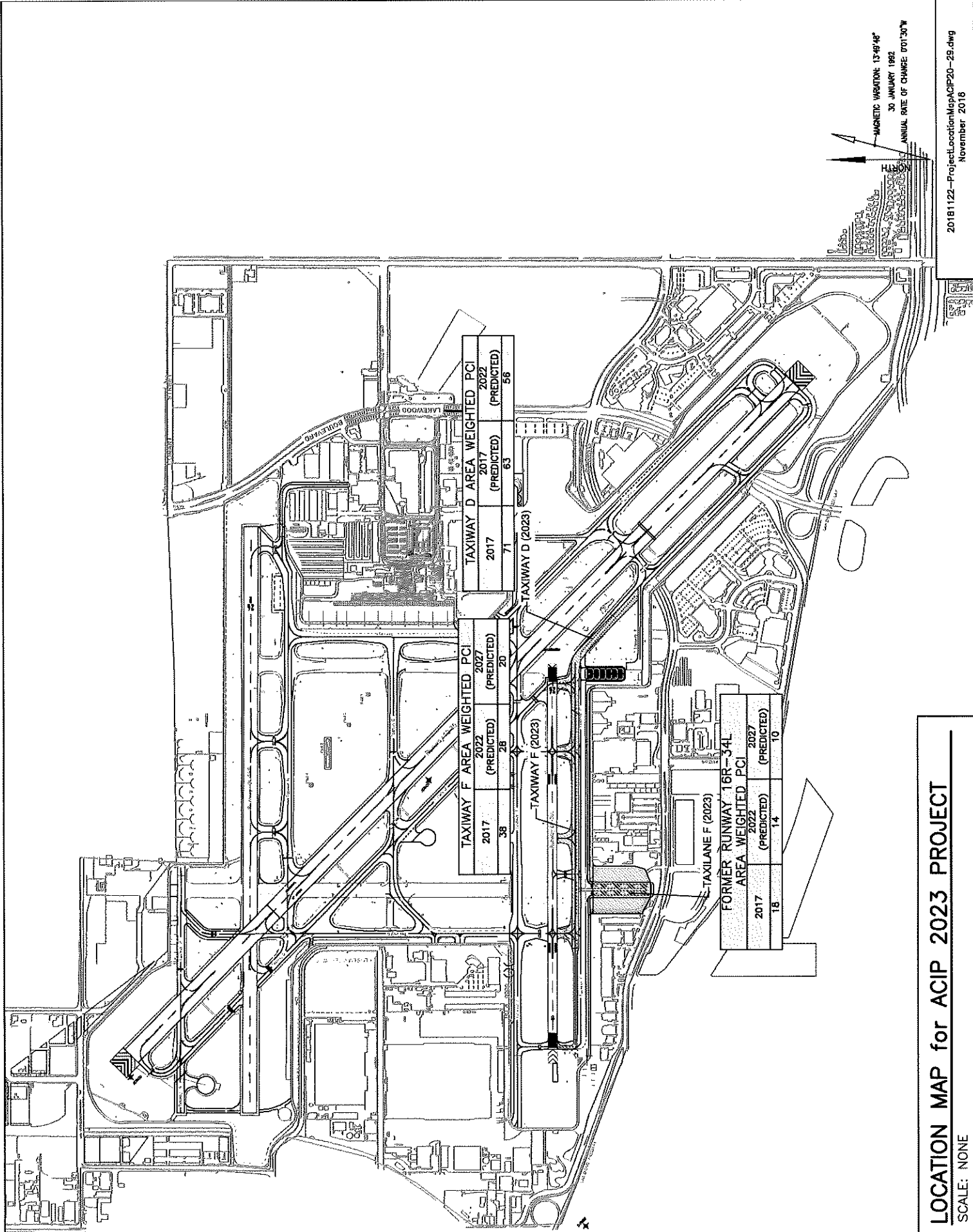
Airport Name		Long Beach Airport (LGB)		Fiscal Year 2021	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Improvements to Taxiway L (National Priority Rating Code: RE TW IM = 66)			
		Administration / Design (15%)	\$4,122,401	\$424,699	\$4,547,100
		Construction	\$27,482,672	\$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



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)	



MAGNETIC VARIATION: 13-49'46"
 30 JANUARY 1982
 ANNUAL RATE OF CHANGE: 0'01'30"W

LOCATION MAP for ACIP 2023 PROJECT
 SCALE: NONE

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)
AWOS (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). 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 Treatements

- 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 Addititves, 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 Compounts, 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](mailto:airport_engineering@faa.gov)
(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](http://www.faa.gov/airports/engineering/engineering_briefs/media/cancelled-airport-engineering-briefs.pdf)
(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-vgsl.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 9/29/2018)	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 Airplane 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 150/5390-2, Heliport Design (www.faa.gov/airports/resources/advisory_circulars/index.cfm/gg/document.cfm/documentNumber/150_5390-2) 	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 (Pwl). 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 will an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA. It is recommended that the Sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the Sponsor's webmaster or information technology (IT) department.
8. Meeting. XYZ Company will present the Inventory and Forecast data to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

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

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

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

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

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

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

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

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

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

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

TASK C – UPDATE ALP

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

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

TASK D – FINAL DOCUMENTATION

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

ANTICIPATED PROJECT SCHEDULE

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

Anticipated Project Schedule

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.

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

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

AMOUNT OF ANY MARK-UP FEE MUST REFLECT VALUE ADDED BY PRIME AND CANNOT DUPLICATE EFFORT ADDRESSED UNDER SALARY COSTS	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.*).

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CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

4. Subcontractors.

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

COPELAND "ANTI-KICKBACK" ACT

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

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

to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm 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



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 PMCS Group, Inc. Contact Person Violene Azar, President

Address 2600 E. Pacific Coast Hwy, #180 City Long Beach State CA Zip 90804

Telephone (562) 498-0808 Fax (562) 498-8787 Federal Tax ID No. ██████████

E-mail: vazar@pmcsgroup.net

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 9, 2019

Signed *Violene Azar*

Print Name & Title Violene Azar, President

Rev 2016 0919

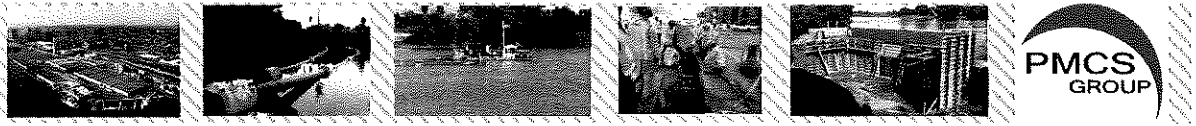


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Cover Letter



December 17, 2019

Attn: Sokunthea Kol, Buyer II
City of Long Beach, Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

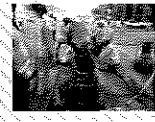
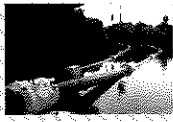
**Re: RFQ AP19-132 Engineering Construction Management Services for
Various Development Projects at the Long Beach Airport**

Dear Sokunthea Kol,

PMCS Group Inc. is excited at the opportunity to collaborate with the City of Long Beach (CLB) to submit engineering construction management services for various development projects at the Long Beach Airport, RFQ No. AP19-132. *PMCS Group is a Long Beach-based certified SBE, SB(Micro), DBE and WBE firm* that has built a strong engineering CM/PM portfolio with various public agencies, including the Los Angeles World Airport. We also hold an existing contract for on-call Construction Management support for the Long Beach Airport. Our team will provide the City with demonstrated aviation and public works expertise on all assigned capital projects from Long Beach Airport.

Our proposed team has the technical expertise to provide engineering construction management, estimating, scheduling, project controls, inspection, and community outreach to successfully deliver any of the upcoming development projects at the airport. We believe the key to successful projects is a knowledgeable and experienced project team that is committed to your program, focused on successful project delivery, and that understands the Long Beach Airport operations, challenges, and procedures. We are proposing experienced staff that possess not only technical skills, but also the personal skills to effectively plan, organize, and communicate on all CLB airport projects. Our personnel include licensed engineers, architects, general contractors and program/construction management specialists.

Proposed Resident Engineer, Mr. Walid Azar, PE, LEED AP BD+C, ENV SP, DBIA brings over 29 years of experience leading the construction of **multiple public works projects and has been providing continuous services to the City of Los Angeles (CLA) since 2005. On his current project, the Argo Drain Sub-Basin Facility Project, Walid is managing the construction of underground diversion facilities to capture storm water from the Los Angeles World Airport (LAWA) Airside Operations Area, and requires that he represent LAWA and the CLA and manage the work so that it has minimal impact to airport travelers, businesses, and the community.** He is a LEED certified professional and an Envision Sustainability Professional and implements “green” and sustainable building elements into his projects. Mr. Azar was also the Construction Manager on one of the first ever LEED Platinum rated buildings in the United States, the Natural Resources Defense Council (NRDC) Headquarters in Santa Monica, CA, which required coordination with multiple stakeholders and compliance with LEED, City of Santa Monica, and NRDC requirements. Most of Mr. Azar’s experience has been managing very complex projects with similar interfaces as that within the CLB. Walid was awarded commendations from the City of LA Board of Public Works, and from the City of LA Fire Department Chief.



Walid will be supported by our *Principal-in-Charge and as-needed Resident Engineer, Mr. Rick Hijazi, PE*, who has over 30 years of experience managing public sector capital projects and federally funded projects. Rick is currently serving as the Resident Engineer for Los Angeles Metropolitan Transportation Authority’s Westside Purple Line Extension Advanced Utilities Relocation, Phase III project, and has overseen the extensive coordination of stakeholders, community members, and end users at the intersection of Wilshire and Westwood – one of the busiest intersections in Los Angeles. Rick will be available on a part-time and as needed basis to provide technical advisory services to our team and respond to all resource needs of the project.

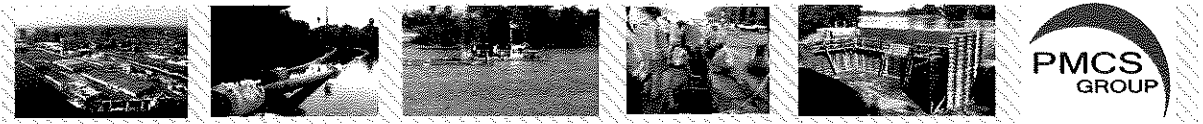
PMCS provides a proven team of experts with ample airport experience to the CLB. Our proposed team includes handpicked individuals with significant technical knowledge and/or prior experience with airport projects, including major projects at Los Angeles World Airport, and additional public works projects including fire station projects, CLA Emergency Operations Center, and projects for LA County, LAUSD and LACCD. In addition to the expertise provided by Mr. Azar and Mr. Hijazi, *additional proposed Resident Engineer Mr. Moty Eisenberg* has been working extensively on the Delta Terminal 2 and Terminal 3 Modernization Program, a \$1.9 Billion program that will redevelop the existing terminals 2 and 3 and connect the new terminal 3 to the Tom Bradley Terminal Connector. He is coordinating all project phases and relocation efforts with the goal of having little to no impact on airport travelers. *PMCS Proposed Project Engineer, Mr. Naoki MacInnes, EIT, QSP*, brings over 9 years of project experience, including project engineering services on the Los Angeles World Airport Terminal 1 Modernization Project, a \$400 Million project that included the relocation of extensive work with LADWP as they relocated an existing fire water line. *Proposed Project Engineer, Mr. Suhail Farah*, is currently supporting the Southwest Terminal 1.5 Project, part of the \$490 Million Southwest Terminal Modernization Program. *Additional proposed Project Engineer, Mr. David Ortiz, PE*, has worked on several transportation projects, including the LAX / Crenshaw Transit Corridor, and has had to interface with airport stakeholders and agencies in coordinating major public transportation projects.

PMCS team brings advanced project delivery tools and process. Our team brings proven tools to change management, project controls, project engineering and safety on this program to ensure successful outcomes. Our dashboard tools can help CLB track project changes, schedule, cash flow, commissioning items and other project-related metrics to help monitor the pulse of this project as a part of the overall program beyond what is possible through Primavera Unifier.

At the end of the day, it is our success with our repeat clients that is the best testimonial to our management expertise. We encourage you to contact our references and hear first-hand about our unique approaches, innovative solutions, and commitment to our clients. Should you have any questions or require additional information, please do not hesitate to contact me directly at 562.409.0808 or by email at vazar@PMCSGroup.net.

Sincerely,

Vina Azar, President
PMCS Group, Inc.



Company Background, Experience and Technical Qualifications

Section 1: Company Background (RFQ Section 9.1 and 9.2)

As required by the CLB RFQ No. AP19-132, in Section 9 Company Background and References, Section 9.1 Primary Consultant Information and Section 9.2 Subcontractor information, PMCS has provided a brief overview of our experience and expertise.

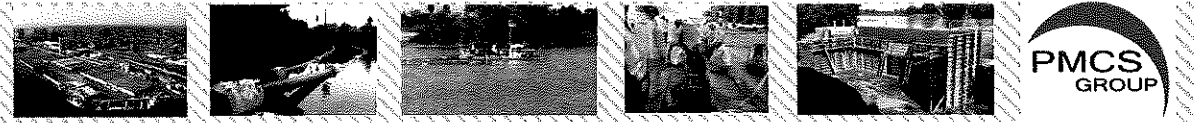
Section 9.1 Primary Consultant Information

PMCS Group, Inc. (PMCS), a Long Beach-based firm, has been providing engineering construction management, project management and inspection support to public agencies since 2005. Our firm is owned by President, Mrs. Violen Azar and Vice President, Mr. Walid Azar, PE, LEED AP, DBIA, ENV SP. We are incorporated in the State of California and we were incorporated on May 3, 2005. A copy of our Articles of Incorporation can be found in Appendix A.

PMCS is headquartered and operated solely from our Long Beach office, which provides all services to our clients. We are located at 2600 East Pacific Coast Highway, Suite 180, Long Beach, CA 90804, about four miles from the City of Long Beach Purchasing Division and about three miles from the Long Beach Airport. All employees will be assigned from this office. A copy of our City of Long Beach Business License can be found in Appendix A.

PMCS corporate organization is simple yet effective. Our firm is managed by President, Mrs. Violen Azar, handling the business administration and existing contracts for PMCS and Mr. Walid Azar, Vice President, handling certain projects for our client, the City of Los Angeles, and managing our professionals working on other client projects. We have 59 highly qualified Project Managers, Construction Managers, Project Engineers, Inspectors, Design Managers, Safety Managers, Estimators, Schedulers and other professionals supporting our clients on numerous multi-million-dollar projects. Our office staff includes five (5) personnel working daily to recruit for new positions, manage the Human Resources requests, keep abreast of our existing client needs, execute administrative and accounting tasks, and pursue new opportunities within Southern California. Of our 59 employees, we have two part-time administrative and office engineer staff members. We have one full-time staff member that provides marketing, administration and procurement support from San Antonio, TX. We have six employees residing in Long Beach, and all other employees reside in the surrounding Los Angeles and Orange Counties.

PMCS provides a range of services that include PM/CM, scheduling, estimating, document control, constructability and biddability review, inspection, surveying, and safety compliance. PMCS has been providing similar Engineering PM/CM services described in this RFQ for over 14 years to various public entities on large-scale public works projects throughout the Los Angeles and Long Beach areas, including Los Angeles World Airport on the Southwest Terminal 1 and Terminal 1.5 Projects (\$490 Million Program); Los Angeles Metropolitan Transportation Authority's Westside Purple Line Extension Advanced Utilities Relocation, Phase III Project (\$40 Million Project); the City of Los Angeles, Bureau of Engineering Sewer Outfall Critical Repair Projects; the City of Los Angeles, Bureau of Engineering Argo Drain Sub-Basin Facility (\$37 Million); County of Los Angeles Department of Public Works Malibu Mesa WRP Update Project (\$24 Million Project); California State University, Long Beach (Various Projects); Los Angeles Unified School District's Bond Program (our staff is currently working on numerous new construction, modernization, HVAC, critical repair, and seismic retrofitting projects; \$10 Billion Program), and; Los Angeles Community College District's BuildLACCD Program (\$9.6 Billion Program). In addition, we hold an existing contract for On-Call Construction Management Support for the Long Beach Airport, and existing



contracts with other public agencies, including the Long Beach Unified School District, a sub-consultant contract for On-Call Inspection Support with the Port of Long Beach, and a sub-consultant On-Call Construction Management Support contract for the Port of Los Angeles. Our professionals and proposed staff have successfully delivered high profile and complex projects for various public agencies. Such projects include fire stations, public safety facilities, educational facilities, wastewater treatment facilities, water resources, parking structures, parks and recreation, general engineering and civil works, power, and infrastructure projects.

PMCS's reputation is manifested by the signature achievements of its staff. As an example, our Vice President and proposed Resident Engineer, Mr. Walid Azar, has been providing services for the City of Los Angeles Department of Public Works continuously since 2005, and was awarded a ***Certificate of Appreciation from the City's Board of Public Works***. Our Principal-in-Charge and proposed as-needed Resident Engineer, Mr. Rick Hijazi, has managed complex new construction and renovation projects and is the recipient of the ***Marvin M. Black Excellence in Partnering Award***.

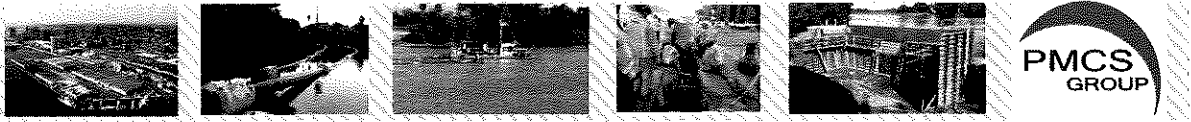
PMCS is committed to sustainability and Green Building. Our professionals have delivered numerous LEED and other sustainable projects. We are members of the Institute for Sustainable Infrastructure and have credentialed several of our employees as Envision Sustainability Professionals. PMCS Vice President and Resident Engineer, Mr. Walid Azar, was the construction manager for one of the first ever LEED Platinum rated buildings in the United States, the Natural Resources Defense Council (NRDC) Headquarters in Santa Monica, CA, which has gone on to reach operational zero waste in 2018. We have also recently joined the green building effort called EcoDistricts to further guide our professionals in designing at a neighborhood-scale approach. We have delivered most of our building projects with certifications from USGBC and/or CHPS (Collaborative for High Performance Schools) over the years and remain vigilant in preserving our resources to the point of "building with net-zero impact."

PMCS is financially stable. We have provided services for over ***\$2.2 Billion worth of public works construction projects*** within Los Angeles County without any litigation and with total client satisfaction. Our firm has been growing steadily and remains debt free with enough savings to manage up to 6 months of payables, including payroll. There are no pending claims, litigations, or mergers associated with our firm.

PMCS has the resources for CLB projects. Our philosophy is to carefully hire and retain skilled professionals whose education, background, and temperament meet our clients' needs and result in total client satisfaction. PMCS has instituted a company policy program which encourages personal growth by rewarding employees based on the following criteria:

- Attaining professional registration or field certification
- Advanced education
- Years of service with the company
- Temperament and quality of performance
- Client satisfaction

If selected, our proposed team will be available to manage the project seamlessly as an extension of your staff. Our team is lean enough to provide a personal, agile and direct approach to the client, yet our network of resources is large enough to cope with every demand of the job.



Our decision-making chain is short; that enables us to respond more efficiently and flexibly to provide successful responses to project needs. We routinely provide additional effort to ensure total client satisfaction and we encourage you to contact our references for verification.

PMCS Group's point of contact for this contract will be proposed Principal-in-Charge and as needed Resident Engineer, Mr. Rick Hijazi. Mr. Hijazi's contact information is:

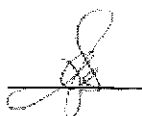
Rick Hijazi, PE
2600 E. Pacific Coast Highway, Suite 180
Long Beach, CA 90804
O: 562-498-0808
C: 213-248-9321
E: rhijazi@pmcsgroup.net

PMCS Group has provided a team of core professionals with airport and public works experience to support the CLB. In addition, we have included the qualifications of additional as needed support personnel in SOQ Section 3, Project Specifications and Detailed Scope of Services. Resumes of key staff can be found in Appendix B.

PMCS Group is a financially stable firm and we have delivered \$2.2 Billion worth of public works construction projects within Los Angeles County without any litigation and with total client satisfaction. Our firm has been growing steadily and remains debt free with enough savings to manage up to 6 months of payables, including payroll. We have included a copy of our most recent Financial Statement / Annual Report in Appendix C.

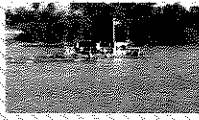
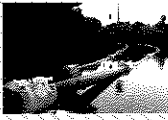
Section 9.2 Subconsultant Information

9.2.1 Does this SOQ include the use of subconsultants?

Yes _____ No X Initials 

PMCS has carefully reviewed the City of Long Beach (CLB) RFQ for Engineering Construction Management Services for Various Development Projects at the Long Beach Airport and addenda. As required in Section 4.5 of the RFQ, we present our discussion on the following sections:

- RFQ Section 3 – Scope of Project
- RFQ Section 7 – Project Specifications
- RFQ Section 8 – Warranty, Maintenance, and Service
- RFQ Section 9 – References
- RFQ Section 10 – Cost



Section 2: Scope of the Project (RFQ Section 3)

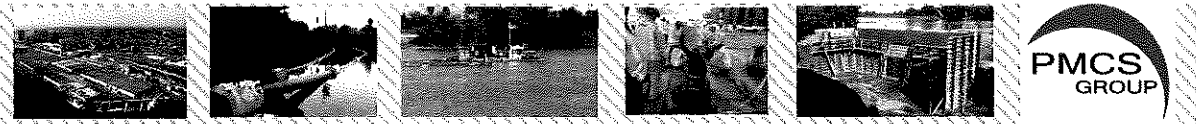
This section presents our understanding of the four projects listed in the RFQ, and our Construction Management Approach to deliver these projects to the Airport Authority. The CLB RFQ references primarily taxiway/runway/shoulder replacements and rehabilitation projects as follows:

- Taxiway D with low Pavement Condition Index (PCI)
 - 3" mill and AC Overlay
 - Demolition of adjacent runway and taxiway sections
 - Markings, signage, and lighting
 - *Construction schedule:* October 2020 to February 2021
 - *Construction estimate:* \$4 Million
- 16R-34L Conversion to Taxiway B
 - Reconstruction of existing pavement and construction of new pavement
 - Markings, signage, lighting, and drainage systems
 - *Construction schedule:* November 2021 to August 2022
 - *Construction estimate:* \$5.6 Million
- Taxiway L Improvements
 - Partial reconstruction, milling, and AC Overlay
 - Signage, markings, lighting
 - Improvements to drainage system
 - *Construction schedule:* November 2021 to August 2022
 - *Construction estimate:* \$30 Million
- Taxilane F Reconstruction
 - Pavement and shoulder reconstruction
 - Markings, signage and lighting
 - Drainage improvements
 - *Construction schedule:* November 2023 to December 2024
 - *Construction estimate:* \$1.2 Million
- Other terminal, airfield and miscellaneous as needed projects

These Airport Capital Improvement Projects (CIP) require overlapping expertise in heavy civil construction, subgrade re-compaction and soil treatment (cement/lime), concrete/rebar placement, milling and AC overlay, electrical, and general awareness for safety and airport operations.

Approach to Project Delivery

Based on the above-mentioned information, we understand that our role as a professional Engineering Construction Management Services Consultant will entail experienced project planning, clear organizational skills, and the ability to secure and manage multiple projects simultaneously while ensuring the interests of the CLB are maintained. Our proposed staff has extensive experience with the basic services outlined in the RFQ that include but are not limited to:



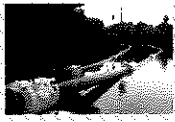
- ✓ Act as the Resident Engineer (RE) to maintain the CLB's interest throughout each project
- ✓ Provide inspection services - IOR and Deputy
- ✓ Manage the procurement process of independent testing agencies and support the CLB PM in procuring the General Contractors (GC)
- ✓ Manage and ensure the appropriate entitlements and permits are completed in a timely manner as to not adversely affect the project budget or schedule
- ✓ Oversee and coordinate key meetings with the CLB staff and the applicable A/E team members, CLB Inspector, GC, etc., to ensure the success of each project
- ✓ The RE will implement a seamless communications system where all stakeholders are kept informed in a precise and transparent manner
- ✓ Prepare, review, manage and monitor all the project contracts. Any changes or modifications to the contract will be vetted to ensure adherence to the CLB's project goals, schedule and budget
- ✓ Manage project resolutions in a timely manner to be responsive to any / all project issues including but not limited to insurance, bonds, certified payroll, pay applications, retainage, and warranty
- ✓ Ensure records, proper documentation, design data, drawings, correspondence, and all project material are retained in an organized and accessible manner
- ✓ Collaborate with the CLB Department of Financial Management and the Department of Public Works to provide appropriate reporting procedures and project accounting
- ✓ Ensure all procedures, reporting requirements and records are promptly completed for project close-out

Our experience working on such large-scale public works projects has given PMCS and its staff the knowledge and know-how to effectively work with stakeholders, community members and business owners to facilitate the successful completion of major projects with minimal impact to these groups. On the LAX Southwest Terminal 1 Project, proposed Project Engineer Naoki MacInnes managed the utility installation and relocation, ensuring correct excavation procedures and the shutdown of existing utility and tie-in of new utilities. During this process, he had to manage relationships with the client, stakeholders, and the millions of people who fly in and out of the Southwest Terminal at LAX. He was able to provide exemplary services and assist the CM on the project to a successful completion.

Proposed Project Engineer Suhail Farah managed on-site day-to-day project activities on the Southwest Terminal 1 Project, including ramp construction, and ensured that on-site work had as little to no impact on the airport clients, users and stakeholders as possible. Suhail is now providing the same support on the Terminal 1.5 Project for Southwest at LAX.

Proposed Principal-in-Charge and as-needed Resident Engineer Rick Hijazi is currently the Resident Engineer on the Los Angeles Metropolitan Transportation Authority (Metro) Westside Purple Line Extension Advanced Utilities Relocation, Phase III Project. This project requires extensive compliance and coordination with LADOT, other stakeholders and public agencies to maintain a safe working environment that provides as minimal disruption to the public and traffic as possible.

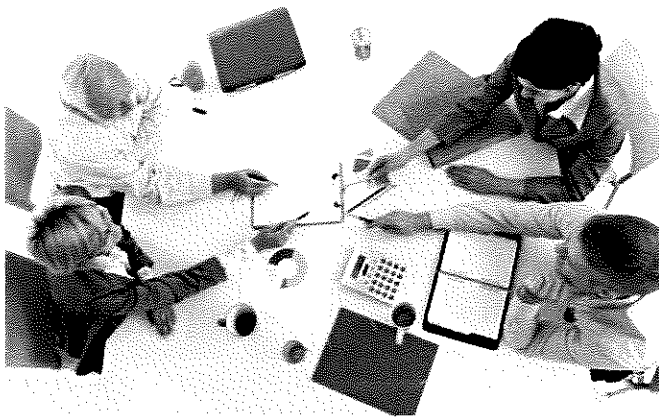
We understand the sensitivity of security on such facilities and will comply with all the Transportation Security Administration initiatives. Proposed Resident Engineer Walid Azar, proposed Project Engineers Naoki MacInnes and Suhail Farah, proposed Safety Manager Bernard Rimando and additional staff Kevin Garcia and Jana Hammoud have been cleared by TSA to work on major airports; our other team members are also cleared to hold Transportation Worker Identification Card (TWIC) badges.



Risks, Issues and Concerns

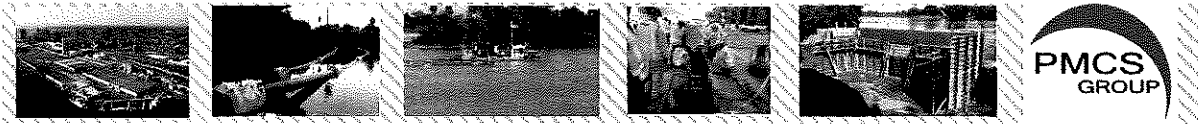
Our proposed team is particularly adept at managing airport issues because they recognize that these projects, for many reasons, are vastly different from other types of construction due to the unique challenges most airport projects pose. We understand that we, as engineering construction managers, must address several added challenges that cause variances from cost, time, and quality expectations of our airport clients. Some unique challenges that require special planning and assessment on most all airport projects include:

- Airport facilities must remain in operation 24 hours per day, seven days a week
- Construction work must be done within established, and sometimes very constrained, boundaries. Therefore, communication with all stakeholders is paramount to assure minimal operational impacts. Temporary and phased implementation of projects must be evaluated and communicated to mitigate airline delays and passenger inconvenience
- Airport projects must incorporate the needs of numerous departments, including airport operations, property management, maintenance and operations staff and airport administration. These departments often are actively involved in the execution of the projects and have input into the decisions made and the actions taken by the entire project team
- Work must always progress without endangering the safety of passengers, airport and tenant staff, project staff, contractors, and subcontractors. A robust safety plan must be prepared and enforced during all phases of project from design, through construction, testing and occupancy
- Airports face ever-increasing federal, state, and local regulations. These regulations affect every facet of each project, and every construction activity
- Airports have very specific, and continually advancing, security issues. Due to recent TSA changes, they are undergoing more rigorous governmental oversight and scrutiny than ever before
- Airport budgets continue to become tighter, while regulations for financial reporting continue to become more stringent. A sound cost management program is essential to manage this process



All the above challenges will require special solutions to minimize risk to operational impacts. These challenges can only be met by properly identifying and addressing risk issues and developing appropriate strategies to mitigate them. To succeed in this effort, our management process will seek ways to identify, evaluate, and respond to all these risks, issues, concerns and other challenges throughout the life of the project to minimize threats and maximize opportunities for success consistent with the objectives of the Long Beach Airport and community it serves.

We have categorized the basic services listed in the RFQ (Section 3.3) into three phases tailored specifically for CLB and its various airport development projects: **Pre-Construction, Construction, and Close Out**. The responsibilities of our REs and project team during each phase are described below:



Pre-Construction Phase

Phase I:

- Identify project milestones
- Establish line of communication
- Prepare project delivery schedule
- Verify project budget
- Assist in obtaining all regulatory and design permit approvals
- Prepare value engineering options
- Prepare, review and validate cost estimates
- Conduct Constructability Review
- Risk assessment
- Coordinate Community Outreach meetings with the A/E and CLB PM
- Coordinate survey and abate hazardous materials in existing structures and equipment
- Assist in the selection of testing agencies & labs
- Ensure and track Project Funds Availability

Phase II / Bid, Advertise, and Award:

- Develop contractor and subcontractor interests
- Prepare site logistics (staging, delivery, parking)
- Review completeness of bid package
- Assist the CLB procurement office in advertisement
- Prepare responses to all RFI's through the bidding process
- Receive, analyze and evaluate formal bids
- Recommend selection of responsive and responsible contractor
- Draft board reports for the CLB PM approval of successful contractor

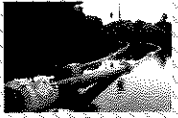


Construction Phase

- Conduct project kickoff meetings
- Establish partnering parameters
- Review and comment on contractor safety manual
- Conduct weekly on-site progress meetings
- Provide full time on-site supervision and maintain a detailed record of all construction activities
- Schedule inspection and material testing
- Review and validate material testing reports
- Review and approve baseline schedule

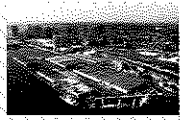
Closeout Phase

- Review, process and track RFIs, shop drawings/ submittals
- Review and process contractor and subcontractors pay requests
- Provide detailed monthly reports to the CLB PM
- Provide monthly reports of planned project schedule and cost vs. actual
- Manage quality control and provide quality assurance
- Evaluate and negotiate change orders



- Review and comment on contractor schedule updates
- Manage claims analysis and avoidance
- Coordinate and manage final punch list completion
- Schedule equipment and system training
- Review and approve M&O manuals and warranties
- Obtain certificate of completion from local agencies
- Close out of project contracts and release retention

Our team will provide these services as needed to the CLB on all Airport CIP projects. The next section discusses our project understanding and pre-construction, construction and closeout services in further detail.



Section 3: Project Specifications and Detailed Scope of Services (RFQ Section 7)

PMCS and its staff have been successfully performing pre-construction, construction and closeout services on several large-scale public works projects, including various airport projects at the Los Angeles World Airport. Below, we have outlined the scope of services that PMCS can provide to the CLB on its CIP projects as needed. As the CLB issues Request for Proposals for specific projects, PMCS will refine the scope of services we will provide for each project based on input from the Airport PM and PMCS Group's Principal-in-Charge.

Preconstruction Phase Services

Identify Project Milestones and Establish Scope Control Prior to Final Contractor Selection

One of the first orders of business for our team will be to study the scoping documents; we will be looking at the projects requirements, familiarizing ourselves with the different projects and the needs of each project. Our team will establish project milestones and recommend to the CLB PM any errors, omissions, or "loopholes" that would need to be addressed before final selection of the contractor. ***As an example, the bid documents should include the geotechnical report and existing site as-builts. This will ensure that the Contractor is informed about existing utilities and will take full responsibility for such facilities.***

Establish line of communication

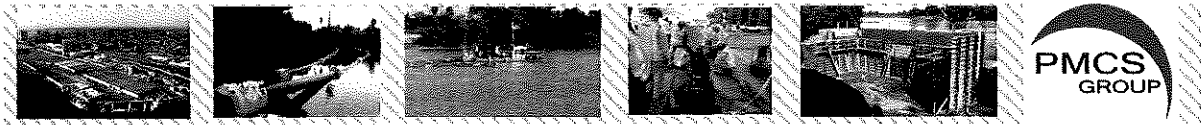
Early in the pre-construction process, the RE will establish a protocol that manages and identifies the frequency of communication between the CLB PM, the end-user / other stakeholders and receive their input throughout the design and construction phases. The protocol will include:

- ✓ All communication will be addressed to the CLB PM unless we are instructed otherwise
- ✓ Communication mechanisms to be used include written reports, e-mails, etc.
- ✓ Means to verify that information given to the stakeholders have met their requirements
- ✓ Monthly progress briefing and discussion of issues stakeholder considers significant to their end-use
- ✓ Identification of how unexpected and unforeseen information / issues will be handled within the scope of the activity

Our objective is to maintain a seamless and accurate track of communications, and to disseminate this information in a speedy and effective manner. Our team will assist the CLB in chairing meetings, and in preparing minutes for recurring and other focused meetings. ***We highly recommend that the monthly reports, weekly meetings and other minutes be included as a function in any online collaborative software, so that all stakeholders have access to such information.*** Our team will also create and control the project's master calendar to direct/alert stakeholders to any related events.

Prepare Project Delivery Schedule and Verify Project Budget

At the award of the construction contract, the RE will request the GC provide an initial construction schedule of activities for the first 30 to 60 days. During this period, the GC will submit the project's baseline schedule to the RE for review and approval. Depending on CLB's requirements, the submittal should include cost and loading of the manpower and resources. Once approved by the RE and CLB PMs, this schedule will serve as the project's construction baseline schedule. The approved baseline schedule will provide a link to the actual activities accomplished in the field, monitor the Contractor's daily construction progress and manage all issues that potentially might affect the construction finish date.



The RE will verify the bid breakdown and compare to the established budget and funding sources. Every line item in the contractors schedule of values will be matched to a funding source so that progress payments will be paid using the proper funding source.

Assist in Obtaining all Regulatory and Design Permit Approvals

Our team will review and become knowledgeable with the Airport's Architectural Services Agreements and the A/E services identified during the design, construction and close-out project phases. In addition, our RE, in collaboration with the Long Beach Airport Department Project Manager (PM) and A/E, will define the roles and responsibilities of the architect and its engineers, required deliverables, architect response time to critical and non-critical deliverables, submittals and request for clarifications (RFCs), permit approvals, and change order reviews. Our CM team will also engage A/E to coordinate with our Inspectors to clearly define responsibilities relating to deviation, corrections and required code issues.

The RE will review the design professional's deliverables at the schematic, design development and construction documents phases, and ensure that ***all reviewed constructability comments are incorporated*** in the final design prior to approval by the permitting authority. Our key personnel's extensive experience in managing design contracts will allow our team ***to provide constructability reviews and propose value engineering ideas*** during the design process to keep the project on schedule, within budget and with the quality standards set by CLB. Our team has a deep understanding of not only the quality standards of CLB, but also the standards of various other City, Airport, and local and state agencies. Our key personnel have worked with the City of Los Angeles Bureau of Engineering, Los Angeles Metropolitan Transportation Authority, SCAQMD, OSHPD, DSA, CDE, OPSC and others, and will use our expertise to support the CLB during the design and permit approval phase.

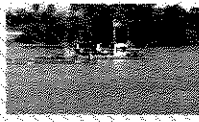
Prepare Value Engineering Options

If the construction estimates or actual bids come in above the available funding, our team provide Value Engineering (VE) recommendations as needed and will include cost savings attached to each VE line item. PMCS Group staff include numerous Architects, Engineers, and Estimators that have experience in VE and will be a valuable resource to the Airport Authority if this service is required.

Prepare, Review and Validate Cost Estimates

Our in-house estimators, REs, and Project Engineers have worked on airport projects and understand the raised safety and security awareness required and the associated costs when working on airport projects. During the construction phase, we will review, negotiate, and validate construction change orders submitted by the GC. Our REs have done such tasks on multi-billion-dollar projects with change orders exceeding \$10 Million and will use the following step-by-step process:

- **Validate Merit:** Review contract documents, discuss findings with the Airport PM and Engineer of Record, and determine the validity of this request
- **Understand the Scope:** Ensure that the change order contains the proper scope items that are affected by this change. In most cases, we recommend that our RE meet with the GC and its subcontractors at this point to pin down the scope
- **Verify Quantity Take-Offs:** Our RE (assisted by our Estimator if needed) will perform take offs using Bluebeam or any other available software. These may include concrete quantities, rebar weight, volume of soil to be treated, etc.
- **Assign Unit Price:** Our RE/Estimator will use available estimating resources to assign unit costs for labor and materials. Labor unit rates are a function productivity – on airport projects, this



could be a major factor due to work hour restrictions, access to site, and FAA security requirements

Conduct Constructability Review

Our team will take ownership of the scoping and design documents and recommend changes to address any errors and omissions that would need to be included prior to bid phase. This effort consistently results in savings to the owner/client. We consider constructability reviews a very important means to assist in meeting our client's goals for time and cost constraints, which includes making sure every item of work has a specification that defines it and a bid price to pay for it. ***Our team is comprised of staff with the breadth and width of engineering construction management disciplines to perform constructability tasks on any CLB projects.***

Risk Assessment

We recommend that risk assessment be conducted during the programming and design phase and continue throughout the construction phase. There are risks associated with every directive given to the contractor. Our RE will evaluate the risks of RFI answers, submittal and shop drawing reviews, and issuance of certain change orders. As an example, construction contracts allow the use of alternate products of equal or better than those specified. Accepting such alternates may impact other products or processes on the project and could expose the Airport Authority to risks down the line. Our team will be tasked with studying such risks and presenting them to the Airport Authority for guidance.

Coordinate Survey and Abate Hazardous Materials in Existing Structures

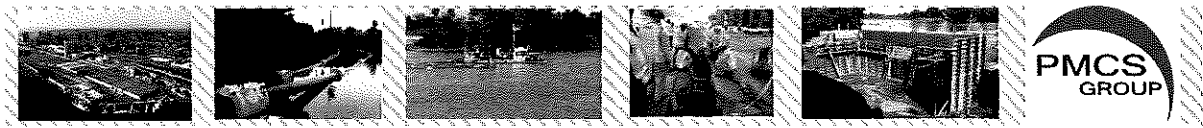
PMCS has established relationships with reputable survey firms and is currently working with survey consultants on the LA County MTA Purple Line Extension Phase III Project. We coordinate the survey effort to locate monuments, provide survey staking, and document as-built conditions. We also have relationships with Long Beach-based environmental firms that will be ready to support the Airport Authority with HAZMAT abatement/treatment. In addition, our team includes professionals who have dealt with large change order work to remove unforeseen contaminated soils, including Department of Toxic Substance Control (DTSC) agency HAZMAT removal and closure requirements. Using our strong relationships with survey and HAZMAT consultants and our team's expertise, we will coordinate surveys and abate hazardous materials as needed on all Airport CIP projects.

Assist in the Selection of Testing Agencies and Labs

Our Principal-in-Charge and as-needed Resident Engineer Rick Hijazi has worked on multi-billion-dollar projects that required bringing in various consulting firms including testing agencies to support his efforts during construction. He has a keen knowledge and planning capability to investigate and research various consulting/testing services, assemble RFPs for issuance to such agencies, and develop an evaluation matrix that Airport PMs can use to evaluate and select the best proposal. This selection will be based on historical record, performance, reference input, best fit, proximity to project, and cost, and our team is ready to extend such knowledge to the Airport Authority.

Ensure and Track Project Funds Availability

We understand that airport projects have FAA and local funding sources, and each funding source may have several "sub-fund" line items that need to be tracked during construction against contractor progress payments. At the start of our services, we will study such funding sources and ensure that the contractor's Schedule of Values is broken down to allow for proper funding source allocation. Our team will assist the Airport PM in approving Progress Payments and ensure that the proper funding line item is encumbered and used to pay the GC.



Bid and Award

Our team will support the CLB's staff during the bid and award of construction projects. The bid phase is primarily concerned with pre-bid issues and the preparation required for the actual construction bid, the bidding process, award, and pre-construction requirements. We understand that the bidding will be accomplished in accordance with standard City legal requirements, and as required, by State and Federal regulations. We will coordinate and address any questions during the bid period in coordination with the CLB staff and prepare addendums in coordination with the A/E firm, if necessary. Once the pre-bid period is over, we will assist the CLB staff in reviewing all submitted bids and make recommendations for award. Once the CLB has determined which GCs to award, we will support the City during the negotiation of services and help reach a fair and reasonable cost for services with the GC. Our team will also assist in preparing contract documents, reviewing documents to ensure accuracy, and facilitating signatures from all parties.

a. Bidder Interest

PMCS has been extremely successful in attracting interest to construction projects that we manage. Our team's strategy is to engage the contracting community early in the process. ***A defined group of contractors would be identified as potential bidders and would be invited to a question and answer session that can be sponsored by CLB.*** Throughout this session, the RE and CLB would present its construction program to the contracting community, define the schedule and the various milestones that are of interest to contractors, explain to the contractors why they should do business with our team and CLB and clarify the City's policies and procedures. In addition, our team can develop a contract between the contracting community and the CM team to assist in answering questions on bonding, insurance requirement, Labor Compliance, safety requirements, Minority and Community Business Enterprise (MBE/CBE) and other programs that must be met.

b. Pre-Bid Conference

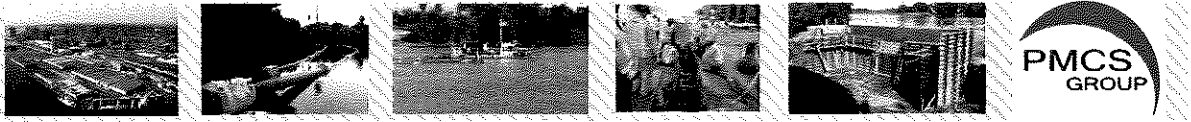
Our team uses the pre-bid conference as a mechanism to gain enthusiasm and create the necessary interest to attract as many potential bidders as possible. Our team will conduct a pre-bid conference where all aspects of the projects are well defined starting from policies and procedures, project definition, project schedule, cost, bidding requirements and site visits as well as frequently asked questions. A timeline will also be established for submitting request for information (RFIs) to allow the CLB staff enough time for a proper response.

c. Response to Bidder Inquires

Our RE will receive all RFIs and review them for clarity and legibility before issuing a response. RFIs that relate to the technical specifications and issues related to the construction drawings will be submitted to the architect for response. Those that are related to the general conditions and City policies and procedures will be responded to by the RE following the CLB review and concurrence. A contract manager project control system will be utilized to document all responses and timeliness.

d. Bid Evaluation and Review

Upon receiving the bids, the RE will evaluate the bids and compare the results with the construction cost estimate and review the successful bidder for responsiveness and responsibility. A tabulation of bids will be presented to the CLB PM with a recommendation of award.



e. Notice of Award and Intent to Proceed

The RE will coordinate with the Airport Authority to issue timely Notices of Award and Notices to Proceed upon execution of the successful bidder contract and start coordinating pre-construction and other required kickoff meetings.

Construction Phase

PMCS Group firmly believes in proactive management of construction activities. We will monitor the existing site condition and identify and resolve potential issues in advance of the contractor to avoid any potential delays to the project completion. We will involve the A/E firms in responding to questions during this phase to make sure construction is consistent with the design direction developed during earlier stages of the project. Our extensive experience in construction administration and construction management allows us to maintain firm control over this phase of the projects, ensuring the completion of construction in accordance with the construction documents, while minimizing delays and change orders. Our recommended construction services for this contract would include conducting pre-construction and weekly progress meetings, review and response to contractors' request for information and submittals, reviewing and negotiate contractor's request for change orders, process change orders, preparation of progress reports, reviewing and processing contractor's request for payment. We will be advocates in the field for the CLB and we make sure that you receive a quality project.

➤ **Conduct Project Meetings**

Our team will coordinate a kickoff meeting to establish the line of communications between all the stakeholders, including the GC. In addition, ***we will coordinate and chair construction weekly meetings, pre-scheduling meeting, project safety meeting, and pre-activity meetings*** for major scope items such as concrete pours to establish access to the site.

➤ **Establish Partnering Parameters**

Our experience in partnering on construction projects has been very positive and we highly recommend that owners implement partnering on construction projects. Construction is about being objective and using the contract documents to guide the relationships between the team members. Partnering takes out the subjectivity and allows the team to focus on the end product. Our team will initiate and coordinate partnering on all CLB CIP projects.

➤ **Review and Comment on Contractor Safety Plan**

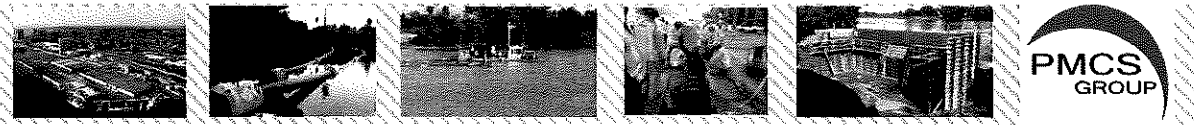
Our in-house safety managers and safety experts are providing safety monitoring on major airport projects in Los Angeles. Our team is ready to review the contractor's Safety Plan and the associated specific Job Hazard Analysis (JHAs) and provide monitoring if requested by the Airport Authority.

➤ **Review and Comment on Baseline Schedule and Monthly Updates**

Our in-house schedulers have worked on numerous complex airport projects and are ready to support the CLB as needed. As an example, proposed as-needed Estimator Alberto Martinez worked on remodeling LAX Terminal 1 in phase while in operation. He prepared a 4,000-activity schedule including critical milestones and time restrictions baseline schedule, updated the monthly with feedback from field staff, and provided look ahead schedules as needed.

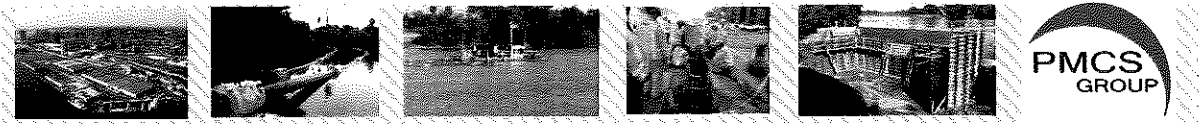
➤ **Schedule Inspection and Material Testing**

During weekly meetings, we will discuss the three-week look ahead schedule and determine upcoming inspection and materials testing requirements. Based on those discussions and findings,



our team will coordinate the necessary tasks with the third-party agency to provide deputy and materials testing services. We will track and ensure that testing and deputy reports are issued to the contractor, the permitting agency, and FAA.

- **Review, Process and Track RFIs, Shop Drawings/Submittals**
Our team will be diligent in “scrubbing” any document we receive from any stakeholder and ensure that information flows appropriately. We will “scrub” every RFI we get from the GC to ensure that it has merit; we will look in the contract documents for answers first and send the RFI to the Engineer of Record only if we cannot find an answer. This will limit the Engineer of Record’s expenditures and reduce his/her cost. We will also “scrub” submittals of products and shop drawings to ensure they are complete before forwarding to the Engineer for review.
- **Review and Process Contractor and Subcontractors Pay Requests**
Monthly progress payments keep the General Contract and its sub-contractors engaged in the project. We will review these requests and compare to the Approved Schedule of Values based on actual progress in the field. Our team will obtain input from the Inspector of Record and the Engineer as needed to recommend adequate payment to the GC.
- **Evaluate and Negotiate Change Orders**
This is one of the most important tasks that the RE has in managing projects. Our process is to first establish merit by carefully studying the contract documents to ensure that they do not cover the issue at hand. Second, we meet with the Contractor to define the scope affected by this change. Third, we establish quantity take-offs. Fourth, we use estimating guides and experience to establish unit rates and cost of equipment. Our RE will apply the proper markups as allowed in the contract and will pay special attention not to grant markup on markups as this would be in violation of the Public Contracts.
- **Review and Comment on Contractor Schedule Updates**
Our in-house schedulers use P6 to analyze schedule updates. Analysis will focus on ensuring that the updates reflect actual progress; this can be achieved by weekly visits to the site and with feedback from the Inspector of Record on actual progress. Review will also focus on ensuring that float sequestration is not an issue, and that all the contract requirements and milestones are considered.
- **Manage Claims Analysis and Avoidance**
Our team will work diligently to provide the contractor with clear and timely direction on RFIs and Submittals. Claims will be avoided by ensuring that all disputes in the field are resolved in the field. In cases that these disputes cannot be resolved, they can be escalated to higher levels of authority as per a Partnering Charter. In few cases claims may not be avoidable and “claims analysis” will be required by our team. In that case, our team will study all the information at hand and any associated timeline, work closely with the scheduler to determine if such claims impact the critical path, and provide a recommendation to the Owner as to risks and exposures. PMCS staff are comprised of estimators and schedulers that are ready to assist our RE in any claims analysis.
- **Coordinate and Manage Final Punch List Completion**
Punch lists are required to be signed off by the Inspector of Record and the Engineer to comply with FAA and Airport Authority Project Management guidelines. Our CM team will coordinate this



process and assign responsibilities to each item with a projected date of completion. The Airport PM will be informed of any incomplete items with approximate cost associated with each for deduction from the contract amount, if applicable.

- Ensure that all Closeout Documents are Tracked and Delivered to the Airport Authority
This includes Operations and Maintenance Manuals, as-builts, training materials, spare parts, etc.

Closeout Phase

Making Final Inspections and Submitting Punch Lists and a Report of the Completed Project to the Sponsor

One of the significant methods of minimizing the number of open punch list items is to make sure that all corrections and deviations issued by the inspector during the course of construction are timely addressed by the contractor and signed off by the inspector. Thirty (30) to sixty (60) days prior to the work being accepted as substantially complete, the RE will request the GC to start preparation of their own pre-punch list of all known minor corrections, and other remaining contract requirements yet to be performed. The RE will direct the contractor to proceed with the completion of their own pre-punch list and verify completion before the inspector begins their punch list process. This effective method will allow the contractor to complete many of the minor defects and open items while the subcontractors are actively and productively engaged on site to minimize the official punch list. An official punch list will be issued at the time of substantial completion. It is the goal of PMCS Group and the on-site team to recommend acceptance of the project after satisfactory final completion of all punch list items.

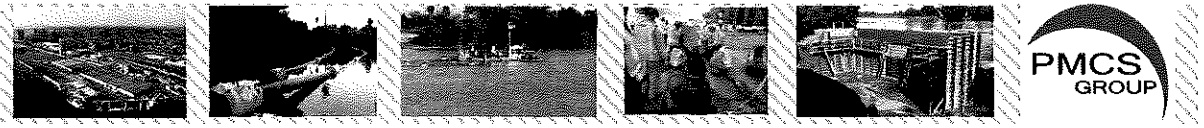
Coordinating and Work with Contractor and Other City Consultants to Finalize Construction Record Drawings

In addition to the GC's construction record drawings, our team will maintain its own set of as-builts that captures all RFIs, changes issued in submittals and shop drawings, existing conditions, and as-installed information. Our team uses specialized software such as Bluebeam and Plan Grid to maintain and track such information. At the end of the project we will transmit the CM's and GC's as-builts to the Engineer of Record for to update the contract documents.

Develop a "Lessons Learned" list for use on Future Projects

Our team uses the historical database from completed projects lessons learned data to develop better issues tracking systems and avoid repeating mistakes on future projects. Our team has been an integral part of this process on various public works projects and posted all their lessons learned on a common network drive with many of our clients. We will establish an effective **Lessons Learned (LL)** process to include:

- Collection of lessons learned during the design and construction phases
- Verification of applicable lessons learned
- Documentation of lessons learned in data entry system
- Dissemination to all users and others in the Program
- Lessons learned will be discussed for use in future projects to increase project success
- Target performance measures will be established to validate the lessons learned process and implement necessary improvements



Our proposed RE, Mr. Walid Azar, developed a LL process for the City of LA Department of Public Works (BOE) Fire Facilities Bond Program. ***The LL list was created after the first few projects and was continuously updated after each project completion.*** This helped the BOE reduce scope changes on future projects and helped develop a better relationship with the client and end users.

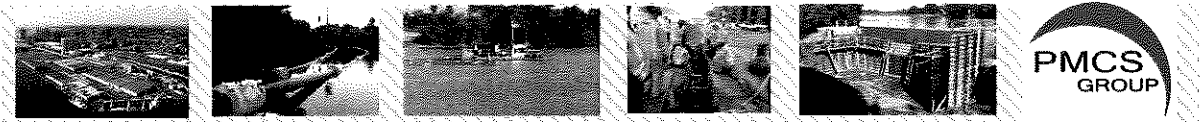
Our team recommends establishing a similar LL process for all LB Airport projects. ***PMCS will host periodic brown bag meetings with the City's PMs and CMs to establish and continuously update the LL list.***

Preparing Summary of Project Change Orders

PMCS Group's on-site CM team has extensive experience with Expedition as a documentation tool that provides the project team with a clear, consistent approach to managing projects. Our team will utilize this reporting software or other software as requested by the Long Beach Airport to track change orders, RFCs, submittals, letters, weekly meeting minutes, project reports and other deliverables to allow effective and productive use of the team time and resources. PMCS Group will also dedicate time and resources to our field staff, providing them with the constant training and professional development to continue their proficiency and keep up their expertise in the use of the reporting software.

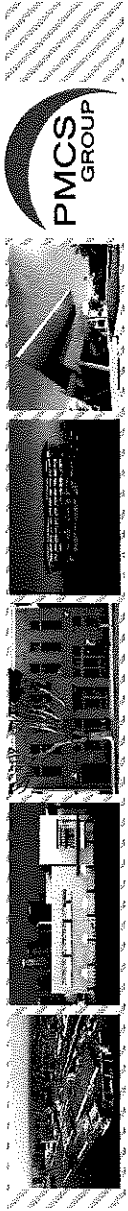
Team Experience and Organization

Our team is comprised of professional engineers, ICC certified inspectors, engineers-in-training, and registered architects that have extensive experience working in airport projects, capital improvement projects, building construction, street and taxiway construction, and other transportation projects. The Staff Matrix below highlights the experience of our key personnel and our additional as-needed staff, and the Organization Chart on the following page outlines the delineation of responsibilities of our team. Resumes of our key personnel can be found in Appendix B.



TEAM EXPERIENCE SUMMARY

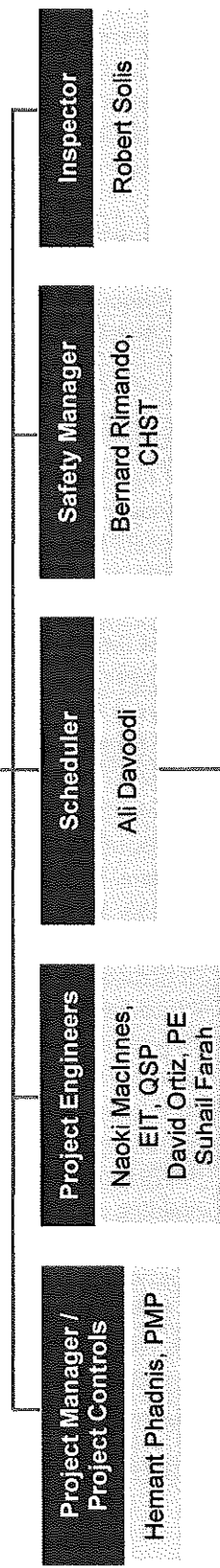
Team Member	Title	License/Certification	Quals			Project Types		
			Years of Experience	Years of Experience on Airport Projects	Years of Experience on Public Works Projects	Buildings and/or Terminal Projects	Street and/or Taxiway Projects	Airfield Projects
Team Members Qualifications								
Walid Azar	Resident Engineer	PE, LEED AP, ENV SP, DBIA	29+	1.5	29+	✓	✓	✓
Moty Eisenberg	Resident Engineer	PE, QSP, OSHA 10-Hour	20+	3	20+	✓		
Hemant Phadnis	Project Manager / Project Controls	PMP	22	4	6	✓		✓
Naoki MacInnes	Project Engineer	EIT, QSP	9	2	6	✓	✓	
David Ortiz	Project Engineer	PE	25+	1	25+	✓	✓	
Suhail Farah	Project Engineer		5+	2	3	✓	✓	✓
Ali Davoodi	Scheduler		15+	2.5	3	✓	✓	✓
Bernard Rimando	Safety Manager	CHST	10+	1.5	7	✓	✓	✓
Robert Solis	Inspector		22+	9+	21	✓	✓	✓
Additional Support Staff								
Rick Hijazi	Resident Engineer	PE	30+	0	30+	✓	✓	
Michael Cheng	Project Manager	PE	12+	5	12+	✓	✓	✓
Matt Pirayeh	Project Manager	PE	18+	0	9+	✓		
Harry Fox	Project Manager	OSHA 40-Hour QAQC Cert	20+	3	11+	✓	✓	✓
Nagi Abdelsayed	Project Engineer	Various ICC Certs	27+	12+	27+	✓	✓	✓
Sean Lee	Project Engineer	EIT	5+	1	5+	✓	✓	✓
Kevin Garcia	Project Engineer / Quality Assurance Coordinator		4	1	3	✓		✓
Jana Hammoud	Office Engineer		2+	0.5	0.5	✓		✓
Alberto Martinez	Scheduler	Certified Primavera User	12+	2	12+	✓	✓	✓
Jayant Dehal	Scheduler		15	4	15	✓	✓	✓
David Rosenstein	Estimator		35+	6	20+	✓	✓	✓
Emma Vargas	Estimator	PE, Philippines	28+	0	28+	✓	✓	
Ella Raskin	Estimator		20	6+	15+	✓	✓	
Michael Torres	Inspector	Various ICC Certs	38+	0	20+	✓	✓	
Moji Shahkarami	Inspector		17+	0	17+		✓	
Victor Brandt	Safety Specialist	CHCM	35+	0	5+	✓	✓	
Joseph Shepler	Safety Specialist	CHMM	17+	1	10+	✓	✓	



City of Long Beach Project Manager

Principal-in-Charge / As Needed Resident Engineer
Rick Hijazi, PE

Resident Engineers
Walid Azar, PE, LEED AP, ENV SP, DBIA
Moty Eisenberg



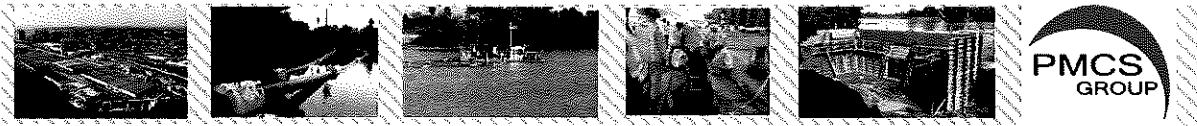
As Needed Resources			
Project Managers Michael Cheng, PE Matt Pirayeh, PE Harry Fox Nagi Abdelsayed	Project Engineers Sean Lee, EIT Kevin Garcia (PE / QAQC) Office Engineer Jana Hammoud	Project Schedulers Alberto Martinez Jayant Dehal Project Estimator David Rosenstein Emma Vargas Ella Raskin	Inspectors Michael Torres Mojj Shahkarami Safety Management Victor Brandt, CHCM Joseph Shepler, CHMM



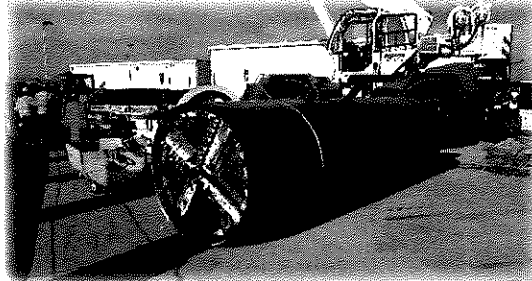
Project Examples

Our team has extensive experience working on several large-scale public works projects, including airport modernization projects, federally-funded transportation projects with numerous stakeholders, and City of Los Angeles projects that required extensive coordination to ensure that the client, the stakeholders, and the community experienced little to no impact during construction. Below are a few project examples of recent and ongoing work that our team has facilitated.

Project Name	Los Angeles International Airport (LAX) Southwest Terminal 1.5 Project	
Location (City, State)	Los Angeles, CA	
Project Duration	January 2018 to Present	
Project Cost	\$490 Million	
Client Reference	Jeff Brunswig, Operations Manager Hensel Phelps T: 424.331.7525 jbrunswig@henselphelps.com	
Lead Project Staff	Kevin Garcia, QC/Project Engineer	
Additional Staff	Bernard Rimando, CHST, Safety Engineer Jana Hammoud, Office/Office Engineer	
Project Description	Terminal 1.5 will be a new five-level building located between existing Terminals 1 and 2 with a small basement area. Square footage estimated to be about 417,575 square-feet. Basement would include space for building systems support and storage for airlines, concessions and maintenance. Arrivals level 1, will have baggage claim and customer support spaces. Departures level 2 will include ticketing/passenger check-in and concessions. Concourse level 3 will include security screening and TSA support spaces. Office levels 4 and 5 will include office space and building support.	
Ability to Meet Project Workplan and Timeliness	The project is on schedule and our Project Engineers managing the Quality Control Plan have performed according to the clients quality workplan; our staff have recommended changes to enhance the quality work plans which are under consideration by the client.	
Quality Control Measures	PMCS is performing QC on rebar, concrete, structural steel, and other building components.	
Lessons Learned	Working on airport property requires strict compliance to airport security procedures. Ensure that staff are well trained and badged for proper access to facilitate their work.	
Client's Reception of Project	The client is more than satisfied with PMCS staff performance and requested that PMCS and its staff propose on another airport project	
Firm's Role	Implementation of the Quality Control Plan	
Relevance and Services	Project Engineering, quality control, airport capital improvement projects	

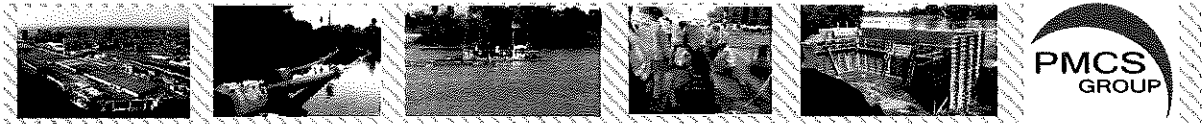


Project Name	<i>Argo Drain Sub-Basin Facility Project</i>
Location (City, State)	Los Angeles, CA
Project Duration	July 2018 – Present <i>(anticipated completion October 2020)</i>
Project Cost	\$37 Million
Client Reference	Mr. John Saldin, Sr. Engineer City of Los Angeles, Bureau of Engineering 213.485.1411 John.saldin@lacity.org
Lead Project Staff	Walid Azar, PE, DBIA, LEED AP, ENV SP
Project Description	The project includes <i>construction of underground diversion facilities to capture storm water</i> from LAWA Airside Operations Area and LA County storm drain, conveying and pumping the water through two tunnels using the jack and bore method. <i>The storm water will be cleaned and stored in an 8 million gallon underground pre-stressed concrete tank, ground wells</i> to recharge the aquifer, and pump facilities and mass excavation and shoring.
Ability to Meet Project Workplan and Timeliness	The project is on schedule to complete two weeks early, with high levels of partnering and transparency.
Quality Control Measures	In addition to the GC QC Plan, the CM team will develop and monitor its own QC Plan that addresses major project components. As an example, submittals are often not tracked and get pushed to a point where they become critical. This can be avoided by implementing a robust QC plan by the CM team to monitor the schedule and timeliness of the GC's submittals, and Mr. Azar is implementing this QC Plan to avoid such issues.
Lessons Learned	This project consists of four distinct project sites connected with a tunnel that convey water to and from these sites. These sites are all built on City of LA World Airport properties, and the completed project will be controlled/operated remotely via SCADA by the Bureau of Sanitation. Stakeholders included the Westchester Community and Council District, LAWA (various groups), Bureau of Sanitation, Contract Administration, BOE, DOT, and LADBS. Using past project experience as a guide, our team continuously ensures that any issues are resolved at the lowest levels using a Partnering Charter signed by all stakeholders.
Client's Reception of Project	Client is very satisfied with the progress and has provided strong recommendation to the PMCS team managing this project.
Firm's Role	Mr. Azar is managing the construction as an owner representative to three clients.
Relevance and Services	<i>Storm Water Cleanup and Reuse, Water Resources, Storm Drain, Diversion Structures, Water Treatment</i>



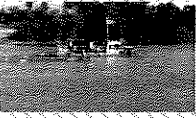


Project Name	<i>Los Angeles Metropolitan Transportation Authority</i>	
Location (City, State)	Los Angeles, CA	
Project Duration	December 2017 - Ongoing	
Project Cost	\$40 Million	
Client Reference	Matthew Crow, Deputy Executive Officer - Los Angeles Metropolitan Transportation Authority T. 213-298-9102	
Lead Project Staff	Rick Hijazi, PE Resident Engineer	
Additional Staff	Michael Torres, Lead Inspector Moji Shahkarami, Inspector	
Project Description	PMCS Group is a Joint Venture partner for the CM of the Metro Purple Line Extension Phase III – a federally-funded project. Rick Hijazi is the Resident Engineer for the project and is assisted by PMCS Inspectors, Michael Torres and Moji Shahkarami. Mr. Hijazi is managing the Advanced Utilities Relocation Project at the intersection of Wilshire Blvd. and Westwood Blvd. in the City of LA. This project includes extensive relocation of power, water, traffic signal, telecom, and other utility lines, <i>requiring high levels of coordination with third parties and city agencies (e.g. BOE, BSL, LADOT, and various bus stops)</i> . Prior to construction mobilization, it was imperative that a thorough investigation of existing conditions was conducted with surveys of coordinates and profiles of utilities. Elevation of wet and dry utilities noted on as-builts were verified in the field by inspecting manholes and valve covers, and surveying invert elevations to confirm the as-builts. Such surveys reduce the cost of unforeseen conditions and costs.	
Ability to Meet Project Workplan and Timeliness	Weekly meetings with LADOT, BOE, BSS and the contractor were instrumental in resolving site conflicts expeditiously and kept the project moving. The water and power relocation were completed on budget and three days ahead of schedule.	
Quality Control Measures	Extensive potholing, surveying and inspection were key factors in managing quality control.	
Lessons Learned	Involve the contractor in the traffic control plan design prior to award of contract. It can be done by providing an allowance for this activity and will expedite the construction.	
Client's Reception of Project	This project had only 17% change orders of which 10% was allocated for adding the video detection and monitoring systems, no recordable injury and no community complaints. Metro is very pleased with the services provided by PMCS and considers this project very successful.	
Firm's Role	<i>Water and Power Relocation and Coordination with LADWP, Third-Party Utility Coordination, Traffic Management and LADOT Coordination</i>	

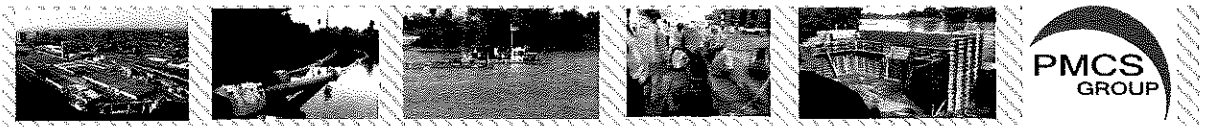


Current Workload and Demonstrated Ability to Meet Scheduled Deadlines and Furnish Qualified Staff

PMCS is currently providing qualified services and staff to various clients throughout the Los Angeles area. With our firm's more than 14 years of experience, we have developed a sound process for managing 59 qualified staff and multiple projects and clients. The table below provides a snapshot of what projects and programs our firm and staff members are currently supporting.



<u>PARTIAL PROJECT LIST</u>	<u>PERIOD OF SERVICE</u>	<u>COST</u>	<u>SERVICES</u>
Los Angeles World Airport (Sub-Firm)			
Client Contact: Jeff Brunswig (HP), 424-331-7525			Los Angeles, CA
LAX Southwest Terminals 1 and 1.5	2015 – current	\$490 Million	CM Support Services
Los Angeles Unified School District (LAUSD) Program – Various Projects (Sub-Firm)			
Client Contact: David Tatevossian, 213-241-5356			Los Angeles, CA
Hundreds of New Construction, Modernization, and Improvement Projects	2014 – current	\$7 Billion Program	CM Services, Scheduling, Estimating, Design Services and Safety Specialists
Berendo Middle School New Gymnasium	2018 - current	\$30 Million	CM Services
Ascott Elementary School Comprehensive Modernization Project	2019 - current	\$76 Million	CM Services
Ivanhoe Elementary School and Franklin Elementary School New Classroom Buildings	2018 - current	\$13.8 Million	Design Services
Harbor Prep Teacher Academy High School – 13-Classroom New High School Facility	2016 - 2019	\$32.5 Million	Design Services
International Studies Learning Center Addition	2018 - current	\$22 Million	Design Services
Eagle Rock High School South Gymnasium and Auditorium HVAC and Seismic Retrofit Project	2018 - current	\$14.7 Million	CM Services
Sherman Oaks Center for Enriched Studies Comprehensive Modernization	2018 - current	\$107.9 Million	CM Services
Huntington Park High School Comprehensive Modernization	2018 - current	\$64.8 Million	CM Services
Foshay Learning Center Seismic Modernization	2018 - current	\$59.9 Million	CM Services
Fremont High School Campus Redevelopment	2016	\$80 Million	Design Services
BuildLACCD – Various Projects and Program Mgmt. Services (Sub-Firm)			
Client Contact: Thomas Hall, 213-891-2119			Los Angeles, CA
Valley Academic and Cultural Center Project	2019 – current	\$17.2 Million	CM Services
Campus Wide	2016 – current	Various	CM Services plus Accounting & IT Services
California State University of Long Beach (Prime Firm)			
Client Contact: Mark Zakhour, 562-985-7592			Long Beach, CA
Parkside Housing North Student Residence	2019 – current	\$100 Million	CM Services
Parkside Housing North Administration / Commons Building	2019 – current	\$22 Million	CM Services
AS-120 Remodel Project	2019 – current	\$517,000	CM Services
PH2 Plaza Fire Lane	2019 – current	\$730,000	CM Services
SHS Hallway Finishes	2019 – current	\$621,000	CM Services
Peterson Hall Building Modernization	2017 – 2019	\$32 Million	CM Services
Solar Parking Lot Structures	2017 – 2018	\$4.4 Million	CM Services
Los Angeles Metropolitan Transportation Authority (Joint Venture)			
Client Contact: Matthew Crow, Office: 213-312-3144, Cell: 213-842-8505			Los Angeles, CA
Purple Line Advanced Utilities Relocation, Phase III	2018 – current	\$40 Million	CM Services
City of Los Angeles (BOE, BOS, BSS) (Sub-Firm)			
Client Contact: Michael Sarullo, 310-648-6120			Los Angeles, CA
Argo Drain Sub-Basin Facility Project	2018 – current	\$37 Million	CM Services
Hyperion Wastewater Treatment Facility – Various Projects	2016 – current	Various	CM Services
Penmar and Temescal Water Quality Improvement Projects	2017 – 2018	\$3 Million each	CM Services
Machado Lake Ecosystem Rehabilitation & Harbor Regional Park	2014 – 2017	\$75 Million	CM Services
Metropolitan Water District of Southern California (Sub-Firm)			
Client Contact: Tim Smith (Jacobs), 949-224-7506			Los Angeles, CA
SCADA upgrade	2019 – current	\$278,400	CM Support Services
City of Burbank Department of Public Works (Prime Firm)			
Client Contact: Dean Pearson, 818-391-9000			Burbank, CA
Various Capital Improvement Projects	2019 – current		CM Support Services
County of Los Angeles, Dept. of Public Works (Sub-Firm)			
Client Contact: Cris Garau, 626-300-3277 and Hannah Dewey, 626-632-7421			Los Angeles, CA
Various Expansion, Improvement, and Replacement Projects	2013 – present	Various	CM Services
Del Valle Infrastructure Project, Castaic, CA	2017 – 2018	\$2.2 Million	QA/QC Inspection Services
Malibu Mesa Water Reclamation Plant Refurbishment	2017 – 2018	\$16 - \$24 Million	PM Services
Marina Del Rey Parking Lot 9 Stormwater Best Mgmt. Practices	2017 – 2018	\$1.5 Million	QA/QC Inspection Services
Olive View UCLA Emergency Generators	2017 – 2019	\$53 Million	Scheduling Services
Martin Luther King, Jr. Community Hospital East Parking Lot	2017 – 2019	Unknown	Scheduling Services



Ability to Meet Deadlines and Staff CLB Projects

PMCS has performed work for numerous public agencies and understands the importance of staffing projects properly. We will strive to staff our projects with technically competent personnel with the right attitude, dedication, and transparency to work well with the CLB staff. Our team's facility experience provides us with the know-how to complete projects on time, at or below budget, and with minimal impact to the community. We understand, however, that changes in the projects and workload occur and we are prepared as a team to provide high-caliber construction industry professionals for all CLB projects. By planning and taking the time to do a detailed analysis and preparing availability matrices before taking a new assignment, PMCS past performance consistently demonstrates our ability to staff new projects and adjust project staffing levels on a short notice. *As an example, PMCS provided a Quality Assurance support staff to the City of Los Angeles Bureau of Sanitation on a short notice. On the LAMTA Purple Line Project, our team was able to provide two skilled Construction Inspectors within a few weeks of being requested to oversee the utilities relocation phase of the project. Those two Construction Inspectors are now overseeing the tunneling phase of the project.*

PMCS will provide the required staffing to the CLB *within 1 to 2 weeks*, if needed by:

1. Understanding and planning based on the CLB's needs, projects and staff schedule
 - Forecast employees and core staff utilization
2. Continuous recruiting and ability to retain staff
3. Team experience and availability of submitted resumes

Understanding and Planning Based on the CLB's Needs, Projects and Staffing Requirements

Over the past fourteen years, PMCS has been able to provide personnel for on-call and as needed construction services. Planning and applying the appropriate tools have allowed PMCS to succeed and recruit qualified staff for our current contracts within two weeks. One of the tools we will implement is to meet periodically with the CLB representatives and understand their needs and schedule of projects. PMCS will convert this information into a matrix showing project start and finish dates, as well as the estimated type and schedule of required staffing. By analyzing the CLB's forecasted projects and staffing expectations, PMCS team will assign core staff to meet its staffing needs. In addition, our team has core management staff that can step in and provide services on a temporary basis and in some cases for long term commitment. Principal-in-Charge, Mr. Rick Hijazi, and proposed Resident Engineer, Mr. Walid Azar, both are professional engineers that have managed multiple facility projects and can provide the services listed in the RFQ.

Continuous Recruiting and Ability to Maintain Staff

There are several steps involved in recruiting new professionals, including screening, confirming commitment, and ability to provide the services as requested by the client. PMCS firmly believes that our continued success depends on the quality of our employees. PMCS strives to prioritize the needs of its employees first, placing us in a leading role for talent retention. Much of our hiring success stems from referrals from our employees and colleagues we have worked with in the past. We actively monitor the project timelines that our employees, colleagues and referrals are working on to present them with new opportunities that will begin shortly after their current projects end. We keep an extensive database of professionals who are interested in joining our firm for various types of projects throughout the US, Canada, and overseas and frequently check that their qualifications are up to date. We strive to build credibility, respect, and trust with our employees and clients to be known as a great place to work. This has helped us retain our qualified employees and continues to attract qualified prospective candidates for future projects. PMCS will implement this same process with the CLB for its various project needs.



Section 4: Warranty / Maintenance and Service



Section 4: Warranty/Maintenance and Service (RFQ Section 8)

PMCS Group shall maintain all warranties listed in the Pro-Forma Agreement included as Attachment B in the RFQ during the duration of the contract. We hereby acknowledge and accept the full Pro-Forma Agreement of the City of Long Beach.

Please feel free to contact me should you have any additional questions.

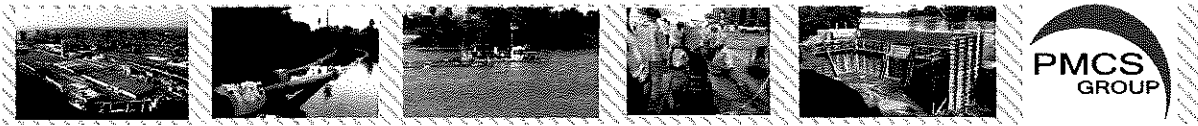
Sincerely,

A handwritten signature in black ink, appearing to read "Violene Azar", written in a cursive style.

Violene Azar, President



Section 5 and 6: References and Business License; Cost



Section 5: References and Business License (RFQ Section 9.3)

References

City of Los Angeles, Los Angeles World Airport

Project description: LAX Southwest Terminal 1 and Terminal 1.5 Modernization

Project dates (starting and ending): 2015 - Present

Technical environment: PMCS staff are providing project engineering, office engineering, QAQC support, and site safety support on the Southwest Terminal Modernizations. Mr. Naoki MacInnes and Mr. Suhail Farah began working on the Terminal 1 modernization, and now Mr. Farah, Mr. Kevin Garcia, Ms. Jana Hammoud and Mr. Bernard Rimando are providing support on the Terminal 1.5 project. Our team supports the GC on the Westfield Concessions project coordinating schedules and progress with subcontractors, processing billing payment applications, updating daily construction progress to the owner with daily quality control reports, and managing the punch list and closeout process of completed projects.

Staff assigned to reference engagement that will be designated for work per this RFQ:

Mr. Naoki MacInnes, Project Engineer

Mr. Suhail Farah, Project Engineer

Mr. Kevin Garcia, Project Engineer & QAQC Coordinator

Ms. Jana Hammoud, Office Engineer

Mr. Bernard Rimando, Safety Manager

Client project manager name and telephone number:

Mr. Jeff Brunswig, Operations Manager – Hensel Phelps

T: 424.331.7524

Los Angeles Metropolitan Transportation Authority

Project description: Westside Purple Line Extension Advanced Utilities Relocation, Phase III Project

Project dates (starting and ending): 2017 - Present

Technical environment: PMCS Group is a Joint Venture partner for the CM of the Metro Purple Line Extension Phase III – a Federally-funded project. Mr. Rick Hijazi is the Resident Engineer for the project and is assisted by PMCS Inspectors Michael Torres and Moji Shahkarami and PMCS Project Engineer Sean Lee. This project includes extensive relocation of power, water, traffic signal, telecom, and other utility lines, requiring high levels of coordination with third parties and city agencies (e.g. BOE, BSL, LADOT, and various bus stops).

Staff assigned to reference engagement that will be designated for work per this RFQ:

Mr. Rick Hijazi, Principal-in-Charge and as needed Resident Engineer

Mr. Sean Lee, as needed Project Engineer

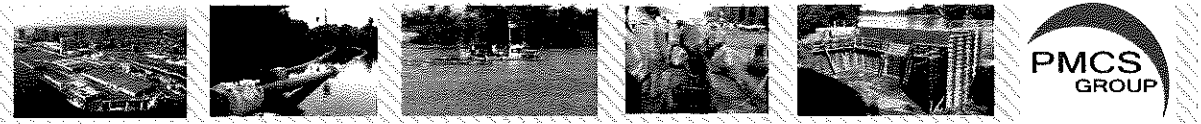
Mr. Michael Torres, as needed Inspector

Mr. Moji Shahkarami, as needed Inspector

Client project manager name and telephone number:

Mr. Matthew Crow, Deputy Executive Director and Ms. Lucie Michail, Program Manager

Matthew Crow T: 213.312.3144; Lucie Michail T: 213.298.9102



City of Los Angeles, Los Angeles World Airport

Project description: Argo Drain Sub-Basin Facility Project

Project dates (starting and ending): 2018 - Present

Technical environment: The Argo Drain Sub-Basin Facility Project includes construction of underground diversion facilities to capture storm water from the LAWA Airside Operations Area and LA County storm drain, conveying and pumping water through two tunnels using the jack and bore method. The storm water will be cleaned and stored in an 8 million gallon underground pre-stressed concrete tank and a series of ground wells to recharge the aquifer.

Staff assigned to reference engagement that will be designated for work per this RFQ:

Mr. Walid Azar, Resident Engineer

Mr. Sean Lee, as needed Project Engineer (formerly on the project)

Client project manager name and telephone number:

Mr. John Saldin, Senior Engineer

T: 213.485.1411

City of Los Angeles, Bureau of Engineering

Project description: Hyperion Wastewater Treatment Facility, Various Capital Improvement Projects

Project dates (starting and ending): 2013 – Ongoing (Various Projects); 2019 – Present (AWTF Project)

Technical environment: Various Capital Improvement Projects at the Hyperion Wastewater Treatment Facility to re-line and construct new wastewater conveyance pipelines, and construction of a new Advanced Water Treatment Facility at Hyperion Treatment Plant.

Staff assigned to reference engagement that will be designated for work per this RFQ:

Mr. David Rosenstein, Estimator

Ms. Ella Raskin, Estimator

Client project manager name and telephone number:

Mr. Michael Sarullo, Division Engineer

T: 310.648.6120

City of Los Angeles, Bureau of Engineering, Wastewater Conveyance Construction Division

Project description: Outfall Sewer Line Project

Project dates (starting and ending): 2019 - Ongoing

Technical environment: PMCS Staff are providing CM support on emergency and critical repair projects on the LA sewer line that runs through downtown Los Angeles.

Staff assigned to reference engagement that will be designated for work per this RFQ:

Mr. Hector Hernandez (not included in proposal; experience can be provided upon request)

Mr. Navid Ehsan (not included in proposal; experience can be provided upon request)

Client project manager name and telephone number:

Mr. Ryan Toles, Principal Civil Engineer – Wastewater Conveyance Construction Division

T: 213.485.1481

Business License

A copy of our City of Long Beach Business license can be found in Appendix A.

Section 6: Cost (RFQ Section 10)

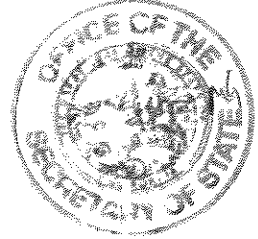
Per the RFQ, PMCS Group will provide cost and pricing information if requested by the City of Long Beach. We have read Section 10 and will comply with all cost and pricing requirements outlined by the City.



Appendix A

- ✓ Articles of Incorporation
- ✓ City of Long Beach Business License
- ✓ PMCS Group Certifications

2761097



State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 03 2005

A handwritten signature in black ink, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

2761097

**ARTICLES OF INCORPORATION
OF
PMCS Group Inc.**

Article I

The name of this corporation is PMCS Group Inc.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAY 02 2005

Article II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Article III

The name and address in the State of California of this corporation's initial agent for service of process is:

Walid A. Azar
18761 Winnwood Lane
Santa Ana, California 92705

Article IV

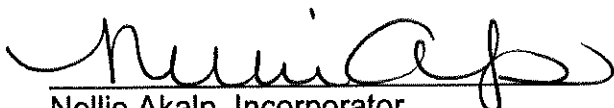
The corporation is authorized to issue only one class of shares of stock; and the total number of shares of stock, which this corporation is authorized to issue, is 1500.

Article V

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The Corporation is authorized to indemnify the "Agents" (as defined in Section 317 of the California Corporations Code) of the Corporation to the fullest extent permissible under California law.

Any repeal or amendment of this Article shall not adversely affect any right of or protection afforded any agent of the Corporation in effect at the time of the repeal or amendment.


Nellie Akalp, Incorporator





**CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE**

PREPARED: 11/11/2019

P110

OWNERSHIP NON-TRANSFERABLE

LICENSE EXPIRES: 11/19/2020

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER:	BU21238220	BUSINESS TYPE: CONSULTING
OWNER:	PMCS GROUP INC	
LOCATED AT:	2600 E PACIFIC COAST HWY 180	
DBA NAME:	PMCS GROUP INC	PRODUCT: PROJECT MNGMT/C

**AUTHORIZED BY: JOHN GROSS
DIRECTOR OF FINANCIAL MANAGEMENT**

← **LICENSE HOLDER -- PLEASE NOTE** →

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE DIVISION AT (562) 570-6211 OR SEND AN EMAIL TO LBBIZ@LONGBEACH.GOV.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE.

(PLEASE NOTIFY THE BUSINESS LICENSE DIVISION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE DIVISION.

**PMCS GROUP INC
2600 E PACIFIC COAST HWY #180
LONG BEACH, CA 90804**



CITY OF LONG BEACH

Department of Financial Management

Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 233255

Vina Azar

PMCS Group, Inc.

2600 E. Pacific Coast Hwy., #180

Long Beach, CA 90804

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 236220,237110,237310,541350,541611,541990,561110
SBE Certificate Effective Date: 03/31/17
SBE Certificate Expiration Date: 03/31/20

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
 Acting Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099

Printed on: 9/10/2018 1:04:33 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1418600

Legal Business Name:
PMCS GROUP, INC

Doing Business As (DBA) Name 1:
PMCS GROUP, INC

Doing Business As (DBA) Name 2:

Address:
2600 E. PACIFIC COAST HWY, SUITE 180
LONG BEACH
CA 90804

Email Address:
vazar@pmcsgroup.net

Business Web Page:
<http://www.PMCSGroup.net>

Business Phone Number:
562/498-0808

Business Fax Number:
562/498-8787

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	09/10/2018	09/30/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at CaleProcure.CA.GOV

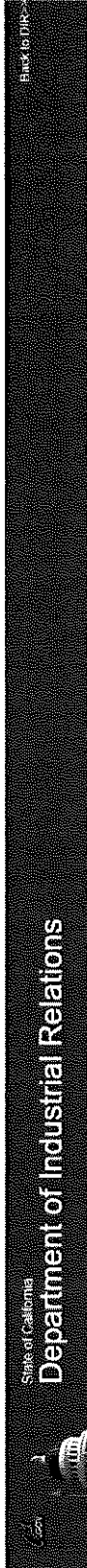
Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

**PMCS Group DIR Certification
Expires 06/30/2020**



Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label
 PMCS Group
 County
 From Date (mm/dd/yyyy) mm/dd/yyyy
 To Date (mm/dd/yyyy) mm/dd/yyyy
 City



Criteria (Select all that apply)

- All Trades
- Automobile Repairs/Shop
- Bricklayer - Brick Mason
- Carpenter
- Carpet Layer/Book Binder/Tile Layer
- Cement Mason
- Concretor
- Other Civil/DM - Sewer
- Drywall Installer/Hanger/Finisher
- Electrical Utility
- Excavator
- Erector Construction
- Field Supervisor
- General Building
- General Engineering
- Glazier
- Inspector/Field Serv. Mechanical Worker
- Non-Union
- Painter

Registrations

Search Results: 1 found



PMCS GROUP INC

Registration Number: 1000013900
 Address: 4000
 City: Long Beach
 County: Long Beach
 DBA: PMCS GROUP INC
 Registration Date: 06/30/2016

Showing Page 1 of 1



Registration Number	Effective Date	Expiration Date
1000013900	7/1/2019	6/30/2020
1000013900	6/30/2019	6/30/2019
1000013900	6/30/2018	6/30/2018
1000013900	6/30/2017	6/30/2017
1000013900	6/30/2016	6/30/2016
1000013900	6/30/2015	6/30/2015



Appendix B

Resumes of Key Personnel



RICK HIJAZI, PE

YEARS OF EXPERIENCE

30+

YEARS OF EXPERIENCE ON AIRPORT AND / OR PUBLIC WORKS

30+

EDUCATION

M.S., Civil Engineering – University of Southern California, 1987

B.S., Civil Engineering – University of California, Los Angeles, 1984

Continuing Education Classes:

- Contract Law
- Claims Avoidance and Analysis
- Public Involvement Workshop
- California Construction Law
- Building Information Modeling (BIM)
- LEED Preparation
- QSP / QSD Training

LICENSES/CERTIFICATIONS

- CA P.E. License No. C44537, expires 3/31/2020
- OSHA 10 Hour
- AQMD / SWPPP

SOFTWARE

- Primavera
- Expedition
- Microsoft Project
- Adobe Acrobat
- Microsoft Office (Word, Excel, PowerPoint, Outlook)

Principal-in-Charge / As-Needed Resident Engineer

Mr. Rick Hijazi has 30 years of experience in managing **Public Sector Capital Projects** at the program and project levels utilizing traditional and **alternate delivery** methods, including **Lease-Leaseback, Design/Build with GMP, Design-Bid-Build and Job Order Contract (JOC)**. **Mr. Hijazi worked 13 years for Los Angeles Department of Water and Power as a public employee before joining a private consulting firm.** His portfolio includes **large educational complexes**, office buildings, parking structures, hospital retrofits, central plants, and offsite utilities projects. Mr. Hijazi has managed several projects simultaneously from initial planning through pre-construction, design management, jurisdictional approvals, bid and award, construction and end-user move in. **Mr. Hijazi's team management skills allowed his team to obtain the AGC national Marvin M. Black Excellence in Partnering Award for LAUSD's Edward R. Roybal Learning Center. He is currently the Resident Engineer for WPLE 3 Metro Project and manages the Advanced Utility Relocation (AUR). He has successfully negotiated and settled several change orders / Claims for the AUR.**

Mr. Hijazi's specific qualifications and responsibilities of work include: **Assign and monitor performance of staff to various projects;** Review status of actual project schedule and cost vs. planned; Interface with external regulatory and public agencies; **Attend monthly project meeting and client public Board meetings;** **Manage consultants and staff** in planning, design, engineering, environmental processes and construction; Coordinate and meet with oversight public agencies such as DSA, DTSC, CDE, LA City Building and Safety, and LA City Department of Public Works; **Oversee, develop, maintain, update, and track project schedules and budgets on project and program** levels using numerous software including Primavera, Excel, and Expedition; **Prepare Request for Proposals and negotiate A/E contracts;** **Manage, implement and track Collaborative for High Performance Schools (CHPS) design elements;** **Manage the process of obtaining LEED Gold certification for a CHPS-certified school;** Successfully implement comprehensive BIM programs during construction; **Conduct and participate in community outreach meetings,** and; Prepare Request for Proposals and negotiate A/E contracts.

PARTIAL EMPLOYMENT HISTORY

2017 - Present

PMCS Group, Inc. – Los Angeles Metropolitan Transportation Authority Resident Engineer

Project: West Purple Line Extension Advanced Utility Relocation, Phase III, \$11.5 Million

Mr. Hijazi is currently managing the Advanced Utility Relocation project. He reviews RFI's, Submittals, and conduct weekly meetings with the contractor, Metro's stakeholders, LA City Department of Public work, **City of LA department of Transportation and Los Department of Water and Power to coordinate the project activities and resolve site design conflicts and adjust Traffic control plans. He also negotiated and settled several claims using Metro process from Fact findings to clarify and determined scope of work, developing an independent Cost Estimate (Quantity take off and unit price) to negotiating and reaching an agreement on cost and schedule with the contractor.**



2014 – Present

PMCS Group, Inc.

Senior Project Manager

Oversight of Various Public Works and Educational Projects

Mr. Hijazi is the focal point of authority at PMCS Group, Inc. He manages PMCS and consultants' staff in planning, design, engineering, environmental processes and construction, coordinates and meets with oversight public agencies such as DSA, DTSC, CDE, LA City Building and Safety, and LA City Department of Public Work and manages, implements and tracks the CEQA process through design and construction. He manages projects with extensive environmental and hazardous materials abatement and coordinates closely with the Department of Toxics and Substance Control to obtain NFA to proceed with demolition of existing buildings and construction. He oversees, develops, maintains, updates, and tracks project schedules and budgets on project and program levels using numerous software including Primavera, Excel, and Expedition. Mr. Hijazi negotiates joint development and participation agreements with various Public Entities such as California Science Center, MTA, MRCA and Caltrans. Through his work at PMCS Group, Inc. he has gained experience managing projects with Historic Preservations Elements, performing value engineering and constructability reviews, successfully implementing comprehensive BIM programs during construction and managing the design process through Schematic drawings, Design Development and Construction Documents (SD, DD, CD). Mr. Hijazi is concurrently acting as the Resident Engineer for MTA's Purple Line Phase III Extension project and is overseeing the utilities relocation for the project, coordination of the stations and tunnels design.

2010 – 2013

TTG

Senior Project Manager

Several Modernizations; New Schools; Hospital Retrofits; Central Plant Retrofits

Mr. Hijazi was the Senior Project Manager for several modernizations, new schools, hospital retrofits and central plant retrofits projects totaling \$600 Million in value. He was responsible for managing the design, construction and close out for several high value projects. He assigned and monitored performance of staff for various projects, reviewed status of actual project schedule and cost vs. planned, supported staff in design review and interpretation of contract terms and conditions and managed a team of low voltage field inspectors on various projects. Mr. Hijazi conducted Hospitals site survey conditions with the A/E, attended periodic site weekly meetings and assisted staff in design and construction dispute resolution.

2002 – 2010

TBI & Associates - Los Angeles Unified School District

Senior Project and Construction Manager

Various Lease-Leaseback and Design-Bid-Build Projects

As Sr. Project and Construction Manager for Los Angeles Unified School District, Mr. Hijazi managed all phases of construction for the Edward R. Roybal Learning Center formerly known as the Belmont High School Complex from 2002 to 2008. This was an abandoned Design-Bid-Build project valued at \$127 Million, and Mr. Hijazi took over the project and completed it. The project consisted of the demolition of an existing 200,000 SF structure, adding 130,000 SF of new facilities, renovation of a 300,000 SF parking structure, development of 15 acres of outdoor facilities, building a new 10-acre park and installing an active and passive full methane gas mitigation system. From 2008 to 2010 **Mr. Hijazi was also Sr. Project and Construction Manager for Robert F. Kennedy Community Schools, Lease-Lease Back with GMAX project valued at \$435 Million.** This project consisted of the demolition of 400,000 SF and construction of 500,000 SF of facilities. The project components included six learning community centers, historic restoration of the Coconut Grove nightclub as an auditorium, pylon structures and Paul Williams Café, 10 acres of athletic fields, Central Plant, two libraries, 3 nursing facilities, two gymnasiums, pool, parking structures with rooftop, athletic facilities, a public park and installation of a comprehensive 23-acre underground active and passive methane mitigation system.



YEARS OF EXPERIENCE

29+

YEARS OF EXPERIENCE ON AIRPORT AND / OR PUBLIC WORKS

29+

EDUCATION

MBA, Pepperdine University, 1995

M.S., Structural Engineering
California State University
Long Beach, 1990

B.S., Civil Engineering
California State University
Long Beach, 1987
Recipient of Research
Fellowship from DOT, 1998

CERTIFICATIONS / LICENSES

California Professional Engineer
No. C51324, issued 1991

LEED Accredited Professional

Envision SP Certification

DBIA Designated Design Build
Professional

AWARDS / ACHIEVEMENTS

City of Los Angeles Board of
Public Works Certificate of
Appreciation

Delivered one of the First LEED
Platinum Rated Buildings in the
United States

WALID AZAR, P.E., LEED AP, ENV SP, DBIA

Resident Engineer

Mr. Walid Azar has over **29 years of experience in construction project management** and general construction. His projects include public safety facilities (Fire, Police, Emergency Operations Center), **water and power infrastructure**, parks and recreation, ecosystem restoration, educational facilities, water treatment, marine (lake restoration), and commercial buildings. As Senior CM, Mr. Azar managed **several large projects that required a high level of coordination and resolution of disputes**. His **expertise in construction, forensic analysis of change issues, estimating guidelines, scheduling processes, and critical path analyses have qualified him to resolve challenging disputes and claims for the City of Los Angeles (CLA) Bureau of Engineering**. Mr. Azar is currently the Construction Manager on the CLA Argo Drain Sub-Basin Facility Project, **which includes construction of underground diversion facilities to capture storm water from Los Angeles World Airports (LAWA) Airside Operations Area and LA County storm drain**. He managed the construction of several fire stations, large Prop O stormwater reuse projects, and other public facilities. He directed the pre-construction activities for the Los Angeles City College Northeast Campus where he managed the conversion of a historic structure into a new administration and classroom building, a laboratory building, a central plant with thermal energy storage, and photovoltaic power supply. As Construction Manager, Mr. Azar oversaw the campus wide Capital Improvement Program at California State University (CSU) Dominguez Hills. This Program included the California Academy of Mathematics and Sciences, Welch Hall (new administration building), and the Natural Science and Mathematics building. In addition, Mr. Azar **worked for the LADWP where he managed construction of power and water facilities including generation facilities, transmission lines, receiving stations, electric customer stations, pump stations, reservoirs, and water conveyance facilities**.

RELEVANT EXPERIENCE

- **Lead and manage project design, project execution & delivery**
- Review Schematic Drawings, Design Development and Construction Drawings
- **Negotiate contract revisions, changes and additions** to contractual agreements with architects, consultants, clients, suppliers and subcontractors
- Manage project budget and schedule
- **Perform constructability reviews** of projects including review of construction documents, scope of work verification, and conformance of existing site conditions
- **Update project overall budget and provide monthly reports** identifying current and projected budget, schedule progress, critical issues impacting delivery, risks, and propose actions to mitigate risks
- Participate in numerous project partnering sessions
- **Manage bid and award process**
- **Perform day-to-day construction administration;** as well as review, comment and **approve baseline schedule, schedule updates and mitigate project delays**
- **Review Requests for Information (RFIs)** for clarity and completeness through the bid and construction phase
- **Review and process submittals and shop drawings**
- **Control and monitor critical issues, project dynamics and constraints**



- Conduct weekly meetings with contractor, subs, architect, inspectors, client
- Provide monthly project progress status reports
- **Determine merit and negotiate change orders**
- **Coordinate utilities installation and relocation**
- **Manage design and approval of off-site improvements (B Permits)**
- Coordinate and schedule site inspections; as well as, conduct daily site safety walks
- **Prepare reports and present in front of Boards, Oversight Committees, and Public**
- Approve monthly progress payment using the approved monthly schedule
- **Manage building commissioning** and the commissioning agent
- **Negotiate and resolve project disputes and claims using thorough forensic document reviews, time impact analyses, and sound estimating principles.**
- Ensure Maintenance and Operation (M&O) training and **collect M&O manuals and warranties**

EMPLOYMENT HISTORY

2005 – Present PMCS Group, Inc.

Principal in Charge / Senior Project Manager

- Principal in Charge and Senior Project Manager of PMCS Group, Inc.; a small business launched in 2005 to utilize our experience in public projects and general construction for the benefit of agency owners
- Projects include several public safety projects including fire and police stations, a major emergency operations center, water treatment facilities, and other related facilities for the City of Los Angeles
- **As part of his CM duties, Mr. Azar was instrumental in resolving numerous claims and disputes for projects managed by the City of Los Angeles Bureau of Engineering**

1997-2005

Tishman Construction Corporation Project Manager / Project Director

- Project Manager in charge of various Los Angeles Unified School District projects including modernization, safety and technology, and site improvements for the Jordan-Locke cluster of schools in South Central Los Angeles. Size of projects varied from \$100K to \$10M
- Senior Project Manager in charge of the **campus wide capital improvement project at California State University Dominguez Hills**. This program included a new five building mini campus for the California Academy of Mathematics and Sciences, the new Welch Hall main administration building, mechanical retrofit of the Natural Science and Mathematics building and various other site and technology projects
- Project Director in charge of the **new Natural Resources Defense Council Headquarters** in Santa Monica. This project achieved both the first LEED Platinum rating and the **first building with a net-zero production of carbon dioxide** in the United States
- Project Director in charge of the Los Angeles City College Northeast Campus. This adaptive reuse project included conversion of a historic structure into a new administration and classroom building, construction of a new classroom and laboratory building, a new state of the art sustainable central plant with thermal energy storage, photovoltaic power supply, site parking and ancillary facilities. **Pre-construction duties included managing the processes of value engineering, constructability reviews and cost estimating. Construction phase duties included bidding and management of the various demolition and site work**

1990-1997

Los Angeles Department of Water Project Manager / Project Director

- **Structural and geotechnical design of various power and water facilities** including transmission lines, receiving stations, electric customer stations, pumping stations, generation facilities and other ancillary facilities
- **Project and construction management for various water and power facilities** including office buildings, electrical receiving and distribution stations, electric customer stations, underground utilities, water trunk lines and other related facilities



YEARS OF EXPERIENCE

20+

YEARS OF EXPERIENCE ON AIRPORT AND / OR PUBLIC WORKS

20+

EDUCATION

Delta Institute of Technology, Tel Aviv Israel
Design and Building Management, 1967

Attended New York City College, Coursework in Construction Management and Civil Engineering, 1972

UCLA: Coursework in Engineering, Construction Management and Estimating, 1973-1974

LICENSES/CERTIFICATIONS

OSHA 10-Hour

SOFTWARE

Primavera
Expedition
Prolog
Microsoft Office (Word, Excel, PowerPoint, Outlook)

MOTY EISENBERG

Resident Engineer

Mr. Moty Eisenberg has over 20+ years of experience in both design and construction of facilities for educational, public and private sectors. He has worked as a Senior Project Manager and managed several diverse and complex Los Angeles Unified School District (LAUSD) school projects that have garnered various awards. Mr. Eisenberg *has extensive experience interfacing with community, state and local city agencies*, including the State Historical Preservation Office (SHPO), *CDE, DTSC, DSA, OPSC*, District Representatives, elected officials and Agency Board Members. *He is experienced in airport construction managing seismic retrofits, hazardous material abatement, Passenger Boarding Bridge (PBB), mechanical, electrical, and plumbing (MEP) systems, Baggage Handling System (BHS) replacements, concourse replacement and construction of premium lounges and clubs.*

EMPLOYMENT HISTORY

January 2017 – Present

Los Angeles World Airports (LAWA)

Senior Project Manager III

Delta T2 / T3 Modernization Program, \$1.9 Billion

- Provide construction management support to Delta Air Lines multi-year terminal construction and redevelopment program at the Los Angeles Airport (LAX) involving the redevelopment of existing Terminals 2 and 3 and the new construction of the Terminal 3 to Tom Bradley Terminal Connector; as well as, the expansion of the Tom Bradley Terminal’s north side in multiple phases
- **Provide coordination of phasing and relocation**, including the conclusion of Phase I in May 2017, consisting of making ready Terminals 2 and 3 for the relocation of all Delta Air Lines’ operations which were in Terminals 5 and 6. Coordinate partial renovation of selected portions of Terminals 5 and 6 to accommodate existing Terminal 2 and 3 tenants who relocated into Terminals 5 and 6
- **Manage construction and redevelopment activities including seismic retrofits; Passenger Boarding Bridge (PBB), Mechanical, Electrical, & Plumbing (MEP) System, and Baggage Handling System (BHS) replacements; concourse replacement and construction of premium lounges and clubs; construction of the Terminal 3 / TBIT Connector and Terminal 3.5; construction of a new Terminal 3 Head-house, and; targeted hazardous materials abatement**
- **Perform day-to-day construction administration;** review, comment and **approve baseline schedule, schedule updates and mitigate project delays**
- **Review Requests for Information (RFIs)** for clarity and completeness
- **Review and process submittals and shop drawings**
- **Control and monitor critical issues, project dynamics and constraints**
- Conduct weekly Contractor meetings
- Provide monthly project progress status reports
Determine merit and negotiate change orders with contractors to achieve a fair and reasonable cost and review their impact on the project
- **Coordinate utilities installation and relocation**
- **Coordinate with public agencies** during construction to comply with off-site work
- **Approve monthly progress payment** using the approved monthly schedule



- **Ensure Contractor complies with Contract Documents and Quality Assurance / Quality Control (QA/QC) is maintained on the project**
- **Oversee Commissioning** and close-out of project phases
- Ensure training of M & O personnel and receipt of **M & O manuals and warranties**

December 2014 to January 2017

Los Angeles Community College District (BuildLACCD)

Senior Project Manager III

Los Angeles Trade Tech College, \$77 Million

- Led a construction management team to assure adherence to District and program policies and procedures for the college's construction bond operations
- Managed and executed the programs set forth by the Program Management Office
- **Identified potential risks and managed mitigation plans to minimize financial and time impacts**
- **Reviewed, developed and maintained contract documents**

August 2012 – October 2014

Los Angeles County, Department of Public Works

Senior Project Manager

Hall of Justice, Design-Build, \$230 Million

- A 14 story, 90-year old historically significant landmark building with a scope of work (SOW) that included **preservation of the building's historical values, abatement of hazardous materials, seismic retrofit, new MEP systems**, refurbishing and upgrades of the elevators and a complete tenant improvement (TI) contract; as well as, the construction of a new 1000 car parking garage (both under and above ground)

March 1999 – July 2012

Lend Lease, Inc.

Senior Construction Manager

Various Clients and Projects

Los Angeles Unified School District (LAUSD)

January 2002 – July 2012

Senior Construction Manager

- **Managed Owner Authorized Representatives (OAR's), office and field staff at multiple project sites** ensuring all projects were Collaborative for High Performing Schools (CHPS) Certified

Partial Project List:

- High School for the Visual and Performing Arts, \$232 Million
- Nobel Elementary School #1 and Monroe Elementary School, \$61 Million Combined Total
- Theodore Alexander Science School, \$51 Million (in the capacity of an Owner's Authorized Representative II)

Senior Project Manager

The Remington, 10727 Wilshire Boulevard, Los Angeles, CA 90024, \$110 Million

July 2001 – January 2002

- A 24 story, 93 luxury condominium units located on the Wilshire Corridor by Westwood Boulevard with private elevator access for each unit and amenities that included a pool, a gym and a library

Project Manager

Los Angeles City Hall Seismic Rehabilitation, \$304 Million

March 1999 – October 2001

- An 80-year-old, 32-story Los Angeles City Hall that was brought into compliance with 21st Century standards via **a seismic retrofit with state-of-the-art seismic isolators**, shear walls, **a complete exterior retrofit**, and interior tenant improvements with an **emphasis on preservation of this historically significant landmark**



HEMANT PHADNIS, PMP

YEARS OF EXPERIENCE

22

YEARS OF EXPERIENCE ON AIRPORT AND / OR PUBLIC WORKS

6+

EDUCATION

BA, Economics – California State
University, San Jose, May 1995

Some College Coursework,
Mechanical Engineering –
University of Michigan, 1986

LICENSES/CERTIFICATIONS

Project Management
Professional, PMI – No. 1326562

Certified Six Sigma Black Belt –
American Society for Quality

Certified Lean Six Sigma Black
Belt – University of California, San
Diego

Certified Kaizen Blitz Facilitator

Certified Yellow Belt Trainer –
Bechtel International

Certified Six Sigma Green Belt –
Citibank

Certified ISO 9001 Lead Auditor
Trained

Certified IPSAS fundamentals

SOFTWARE

HCSS Heavy Job, Bluebeam,
AutoCAD, SolidWorks, SAP,
Risa, MathCAD, MS Office

Project Manager / Project Controls

Mr. Hemant Phadnis is an award-winning leader, Project Manager and Project Controls specialist with 22 years of project and program management, including 6+ years of experience with aviation, schools, and operations. He is a results-oriented *Project Management Professional* that *possesses a versatile ability to work within complex organizations.* He is *extremely skilled with people management, project controls, planning, contracts, procurement, engineering and design.* Mr. Phadnis is recognized for his phenomenal leadership and is a 3-time winner of the Bechtel Leader award, 2-time winner of Bayer Healthcare's Customer service excellence award, and a winner in the 2015 Africa Investor Magazine award for excellence in infrastructure development.

EMPLOYMENT HISTORY

November 2016 – Present

Delta Airlines LAX T2 / T3 Modernization Program – Los Angeles, CA

Senior Project Manager

Project: LAX Terminal Renovation Project, \$1.6 Billion

- *Serve as Owner's rep and manager of startup operations*
- Owner of all cash flow and revolver financing plans to support the renovation of two new terminals at the 2nd busiest airport in the US

January 2018 – Present

June 2011 – November 2016

Bechtel Infrastructure – San Francisco, CA

Project Manager

- *Managed a crew of 45 craft to install 800+ commercial doors within 6 weeks*
- *Used lean construction methods* to create an integrated finish works / MEP for 90-room transit hotel construction plan reducing construction schedule from 9 months to 6 months
- *Created and implemented a lean construction program across all EPC functions*
- Contributed \$1.3 million in cost savings, completed 23 Kaizen events, and realized 10-fold increase in construction productivity
- *Established stand-alone government Program Management Agency to manage 100+ infrastructure project; ramped up from 0 to 450 FTE's and \$400 Million budget*
- *Established all procedures, governance rules, systems, and processes across all EPC functions*
- Managed team of 5 accountants, established accounting and finance procedures to manage \$400 million in budget / contract spend
- *Established procedures, processes and systems* to manage \$100 million PPP program
- Negotiated \$250 million education development contract to build 50 new schools across the country
- *Managed design, engineering, construction, ESIA studies and expropriation agreements*
- Renovated a 37-room school for 2000 high school students
- Renegotiated a 4% reduction of \$5 Million contract without reducing project scope or schedule



- Led a team of 6 direct reports (project controller, architect, engineer, contract manager, ES&H, construction manager), 3 subcontractors and 70 contract hires to finish the school on time and under budget
- **Saved client / owner \$180K through value engineering and contract renegotiation**
- Installed classroom technology: interactive classroom whiteboards, table/PCs for each student, AV cabinets, school server, fiber line connectivity

Projects Include:

- Muscat Airport, Lump Sum, Direct Hire EPC Airport Mega-Project, \$1.8 Billion
- Gabon Infrastructure, Master Plan / Infrastructure Development program, \$35 Billion
- Gabon Infrastructure, New build program, built 50 new schools across country, \$250 Million
- Gabon Infrastructure, Renovation of 37-room school, \$5 Million

January 2007 – June 2011

DJO, Inc. – Vista, CA

Program Manager

- Realized 1% margin gain through redesign for \$100 million healthcare claims management system that included recommendations for mobile solution and migration to SaaS model
- Kaizen Blitz Leader and Facilitator on multiple actions to improve operations across manufacturing, distribution, sales, marketing, customer care, and billing / finance

February 2006 – January 2007

eScholar LLC – White Plains, NY

Senior Project Manager

- Developed and rolled out new special education module of the eScholar Data Warehouse increasing topline revenue 10% on \$2.8 Million in annual sales

August 2004 – December 2005

Starwood Hotels – White Plains, NY

Product Manager

Project: Global, high-end hotelier with over 1,200 locations in 100 countries

- Provided worldwide project management support for 800 Green Belts, 100+ Black Belts, 12 Master Black Belts, 4 VPs of Six Sigma, and 4 Six Sigma financial auditors

January 2002 – January 2004

Bayer Healthcare – Tarrytown, NY

Project Manager – Innovation Services

- Created and launched the operations of a \$2 Million JV startup, Viterion Tele-healthcare, which created and marketed medical devices in the telemedicine space

ADDITIONAL PRIOR EXPERIENCE

2000 – 2001; ProAct Technologies; E-Business and HR Portal Manager

1999 – 2000; Ernst and Young; Senior Project Manager

1995-1999; Citibank – Shared Services Group; E-Procurement Project Manager



H. NAOKI MACINNES, EIT, QSP

TOTAL YEARS OF EXPERIENCE
9+

**YEARS OF EXPERIENCE ON AIRPORT
AND / OR PUBLIC WORKS**
6

EDUCATION
B.S. Civil Engineering -
California Polytechnic State
University, San Luis Obispo,
June 2010

LICENSES/CERTIFICATIONS
Engineer-In-Training
#12-600-73

OSHA 30 Hour Safety Training

EM 385-1-1 40 Hour Safety
Training

Corps of Engineers and Naval
Facility Engineering Command
Training Construction Quality
Mgmt. for Contractors (#784)

Certified Inspector of Sediment
and Erosion Control (#1278)

Qualified SWPPP Practitioner
(QSP) (#23962)

Confined Space Competent
Person Certification

Excavation and Trenching
Competent Person
Certification

Forklift Class 7 – Rough Terrain
Training Certification

CPR and First Aid Certified

SOFTWARE
AutoCAD Civil 3D
Bluebeam
Adobe Acrobat
Microsoft Office (Word, Excel,
PowerPoint, Outlook)

Project Engineer

Mr. Naoki MacInnes has over **9 years of construction experience supporting large higher education and public works projects**. He has excellent coordination and organization skills and exceptional knowledge of military and commercial construction principles and workplace safety. Mr. MacInnes is familiar with the latest environmental regulations and progressive green technologies. He has **excellent written and verbal communication skills and strong mathematical, critical thinking, and analytical skills**. Mr. MacInnes understands importance of building strong relationships with colleagues and associates. **He has managed Design / Build projects, currently working on a LEED project and is in JOC training program.**

EMPLOYMENT HISTORY

March 2018 – Present
PMCS Group, Inc. - California State University, Long Beach
Construction Manager / Project Engineer

Various Projects

- **Monitor schedule and manage sub-contractors**
- **Process sub-contractors monthly pay applications**
- **Review, revise and process Requests for Information (RFIs), submittals and shop drawings**
- **Provide on-site technical administrative support** for construction administration and inspection
- **Track and maintain all project documents and logs**
- Assist in **estimating, reviewing drawings for compliance, reviewing certified payroll, and fully managing the close-out and turn over** process for CSULB
- **Assist with city permits and coordination** issues
- Coordinate with campus client, manage the Inspector of Record and Project Engineer
- **Process and negotiate change orders, manage project budget, coordinate inspections and maintain logs tracking all project costs**

Projects Include:

- College of Professional and International Education (CPIE) – April 2017 – February 2019, \$30 Million
- University Student Union (USU) MEP Upgrades – October 2018 – April 2019, \$4.7 Million
- Parkside Housing North Student Residence – May 2019 – Present, \$100 Million
- Parkside Housing North Administration / Commons Building – May 2019 – Present, \$22 Million
- AS-120 Remodel Project – June 2019 – Present, \$517K
- PH2 Plaza Fire Lane – June 2019 – Present, \$730K
- SHS Hallway Finishes – June 2019 – Present, \$621K



January 2016 – November 2017

PMCS Group, Inc. - Los Angeles World Airports (LAWA)

Project Manager / Construction Manager

- **Monitored schedule and managed sub-contractors**
- **Processed sub-contractor monthly payment applications**
- **Reviewed, revised and processed RFI's, submittals and shop drawings**
- Scheduled and tracked material delivery and installation
- **Reviewed and evaluated change orders** for cost and schedule impacts
- **Oversaw closing the sub-contractors punch list items**
- **Managed utility installation / relocation**, ensuring sequencing of work, surveying all existing utilities, correct excavation procedures, shutdown of existing utility and tie-in of new utility to existing for new installations

Projects Include:

- Los Angeles World Airport Terminal 1 Modernization Project, \$400 Million
- Fire Water Line Relocation
- 34500 Electrical Duct Bank

2010 - 2015

Reyes Construction, Inc.

Project Manager / Construction Manager

- **Planned, organized and handled all day to day operations**; documenting work with **detailed daily reports**
- **Managed budgets, schedules, submittals, RFIs, and plan checks**
- **Performed estimates and take-offs for upcoming construction activities**
- Upheld a strong relationship with owner or government representative in the field
- **Performed quality control** on materials and completed facets of work
- Created **professional work and safety plans** for major construction activities
- Coordinated sub-contractors and supplier deliveries
- **Reviewed, negotiated and processed change orders**
- **Managed closeouts**

Projects Include:

- Naval Support Activity, Steam Distribution Repairs and Insulation, Monterey, CA - August 2015 - December 2015, \$2 Million
- Naval Weapons Station, Small Arms Range Upgrades, Seal Beach, CA - March 2015 – August 2015, \$1.9 Million
- Marine Corps Air Ground Combat Center, Repair Asphalt Pavement Buildings 1933, Twenty-Nine Palms, CA - January 2015 – March 2015, \$730K
- San Manuel Indian Reservation, Reservoir Creek Debris Basins Improvements, Highland, CA - 2014 – 2015, \$3 Million
- Naval Air Station, Airfield Runway Repairs, Fallon, NV – August 2014, \$940K
- Port of Long Beach, CA, Pier E North Gate Redevelopment Phase I – 2012 – 2014, \$26.3 Million
- Port of Los Angeles, CA, Berth 100 Wharf South Extension and Backland Development - July 2012 – October 2012, \$30 Million
- Tachi Palace Hotel and Casino, Tachi Water Treatment Plant Upgrades, Lemoore, CA – 2010 – 2012, \$4 Million

**DAVID ORTIZ, PE****YEARS OF EXPERIENCE**

25+

**YEARS OF EXPERIENCE ON
AIRPORT AND / OR PUBLIC
WORKS**

25+

EDUCATION

BS, Civil Engineering – The
National University of
Engineering, Lima, Peru

MBA, Business Administration,
University of Phoenix

LICENSES/CERTIFICATIONS

PE (Civil), CA, 56818, exp.
06/30/2021

EIT Certification

Project Engineer

Mr. Ortiz is a Professional Civil Engineer with over 25 years of experience in the field of utilities, sewer design, hydrology, and hydraulic design for drainage systems for highway, transit and light rail projects. As a construction management team member for the AUR of two Metro stations in Section 2, Mr. Ortiz participated actively in plan checking revisions for submittal packages ranging from building demolitions, preliminary works for staging areas and yards in preparation for the excavation of the Launch Box, and Support of Excavation (SOE) for the underground Metro stations. His plan checking experience and analysis of different disciplines in the project through design has provided him with a thorough understanding of projects and interfaces with tunnels, cross passages, and appurtenance structures. He is proven to be an effective team leader and problem solver on his projects, strategically designing his projects with professionalism and delivering projects on budget and on-time.

*PARTIAL EMPLOYMENT HISTORY***2015 – 2018**

**Morgner – Los Angeles Metropolitan Transportation Authority
Field Engineer / Office Engineer**

Projects:

**Westside Purple Line Extension Advanced Utilities Relocation, Phase III –
Office Engineer, 2017 – 2018, \$40 Million**

- **Oversaw utility and third-party coordination** for the AUR of two Metro stations in Section 2 and provided Metro's upper management with technical expertise
- **Prompted three utilities to start early work and finish ahead of schedule and within budget**

Eastside Purple Line Extension Project – Field Engineer, 2015 – 2017

- Oversaw the construction of the Advanced Utility Relocation for La Cienega station
- **Reviewed and resolved utility clashing on site between existing and proposed facilities**
- Expedited quick implementation to prevent project delays
- **Provided technical support** to contractors on construction
- **Resolved conflicts posed by unknown conditions**
- Anticipated traffic control plan modifications
- **Reviewed and approved contractor's as-built plans and close out documents**

2013 – 2014

Parsons International Ltd.

Lead Drainage Engineer

- Oversaw the design for storm water drainage for the North West Side of Doha-Qatar, the design of the Enabling Works / Advanced Storm Drain Relocation for the A-Ring Road tunnel, and the design of the Najma micro tunnel (a 3000 mm diameter and 12 km long drainage micro tunnel for central Doha)



2012 – 2013

Stantec Consulting, Inc.

Project Manager

Project: Stormwater Segregation Project, AMTRAK Los Angeles Yard

- *Prepared grading and drainage plans*
- Designed grading for the access road to Canyon Hills
- *Prepared SWPPP to comply with the disposal of construction water per California requirements*
- *Prepared an extension term for the SWPPP construction permit.* Reduced the recurrent municipal wastewater bill by 40% by preparing plans for the stormwater Segregation Project for Amtrak at the Los Angeles yard

2011 – 2012

DCA Civil Engineering Group

Project Manager

Project: Crenshaw / LAX Transit Corridor, LA Metropolitan Transportation Authority

- Resolved utility conflicts posed by some of the existing utilities along the alignment of the *Crenshaw / LAX Transit Corridor*, an eight-mile light rail transit (LRT) project. These relocations are bundled with others as the 'Advanced Utility Relocation Project,' to be constructed before the contract for the design build project is awarded

2004 – 2007

PBS & J

Project Manager

Project: Land Development and Redevelopment, Lakeview Villas, City of Elsinore

- Directed grading and drainage teams to meet specific planning criteria
- *Ensured compliance of agency requirements by Lakeview Villas and City of Lake Elsinore*
- Designed the sanitary sewer connection and secured its sanitary sewer service
- *Prepared report submittals for water quality control (WQMP) related to land development and construction activities*

2000 – 2004

Washington Group International

Senior Project Engineer

Projects:

Design-Build Bus San Fernando Rapid Transit, LA Metropolitan Transit Authority

Light Rail Design from Los Angeles to Pasadena Gold Line, LA Metropolitan Transit Authority

Memorial Park Station, LA Metropolitan Transit Authority

Figueroa Marmion Way Tunnel, LA Metropolitan Transit Authority

Chinatown Station, Client, LA Metropolitan Transit Authority

- Oversaw the drainage and grading design for the San Fernando MRT, oversaw the drainage design for the Los Angeles to Pasadena Gold Line, designed the underground drainage pump station on the Figueroa Marmion way tunnel, and designed precise grading and drainage for platform stations and parking lots, as well as provided field technical support by resolving RFIs at the Chinatown Station

PRIOR EXPERIENCE

1990– 1997; Project Engineer; Land Development, Water Supply and Sewer, Rose Hills Company



YEARS OF EXPERIENCE
5+

YEARS OF EXPERIENCE ON
AIRPORT AND / OR PUBLIC
WORKS
3

EDUCATION
M.S. Civil Engineering /
Construction Engineering and
Management - California State
University Fullerton, 12/2015

B.S. Civil Engineering -
California Baptist University
Riverside, 05/2014

LICENSES/CERTIFICATIONS
Certificate from the Fire
Department – Level One,
2005

Certificate from the Red Cross –
Level One,
2004

SOFTWARE
Vueworks
Disney IFP Maximo
Citrix/Web Intelligence
MSOffice (Word, Excel,
PowerPoint, Outlook)
Photoshop (knowledge)
C++
AutoCAD
HEC-HMS

SUHAIL FARAH

Project Engineer

Mr. Farah has over 5 years of experience in the construction industry working on large-scale airport and public works projects. Currently, Mr. Farah is supporting the Los Angeles World Airport Southwest Terminal 1.5 project, an expansion and modernization project that is part of a \$490 Million terminal improvement program. He provides on-site support to the Senior Construction Manager and assists with overseeing all day-to-day project activities. Mr. Farah is experienced in reading and understanding construction design documents and specifications, preparing meeting minutes, and reviewing and overseeing the RFI process.

EMPLOYMENT HISTORY

November 2018 – Present

Hensel Phelps - Los Angeles, CA

Field Engineer

Project: Los Angeles Airport (LAX) Southwest Terminal 1.5, \$490 Million Total Program Value

- Provide full time support to the Senior Construction Manager for the LAX Southwest Terminal 1.5 modernization project; overseeing day-to-day project activities
- **Analyze and monitor cost exposure reports and cash flow projections, maintain comprehensive budgets, and maintain schedules**
- Read and understand construction design documents and specifications
- **Participate in all project meetings, prepare meeting minutes and distribute to all project team members in a timely fashion**

October 2017 – October 2018

PMCS Group, Inc. - Long Beach, CA

Field Engineer

Project: LAX Southwest Terminal 1, \$490 Million Total Program Value

- Provided full-time support to the Senior Construction Manager for the LAX Southwest Terminal 1 modernization project; managing day-to-day project activities
- **Analyzed and monitored cost exposure reports and cash flow projections, maintained comprehensive budgets, and maintained schedules**
- Read and understood construction design documents and specifications
- Participated in all project meetings, **prepared meeting minutes** and distributed to all project team members in a timely fashion

November 2016 – October 2017

FPPS Inc. - Yorba Linda, CA

Assistant Project Manager

- Provided full-time support to the Senior Project Manager and had frequent interactions with the General Contractor, Subcontractors and Inspectors
- **Oversaw the coordination** between Rancho Santiago CCD employees, schools, General Contractors, Subcontractors, Architects and Engineers
- **Managed day-to-day project activities**
- Under the supervision of a Project Manager, **prepared, analyzed and monitored cost exposure reports and cash flow projections, maintained comprehensive budgets, monitored and maintained schedules**



- Participated in all project meetings, **prepared meeting minutes** and distributes to all project team members in a timely fashion
- Assisted in preparation of all RFP / bid packages and managed the bid process
- Managed the solicitation, evaluation and selection of the Architect, other Sub-consultants and Contractors
- During the design management process, **assisted in the preparation of estimates and value engineering analysis**, peer reviews and constructability reviews
- **Processed all submittals, requests for information, shop drawings, substitution requests, change proposals and change orders**
- **Assisted in the preparation of detailed daily, weekly and monthly reports**
- Managed documents, project file and record keeping

Relevant Projects:

- Santiago Canyon College, A & B Building Soffit & CDC Repairs
- Santiago Canyon College, Publication & Warehouse Relocation
- P39 YR4 - EMS Upgrade, DMC, OCSRTA, SAC
- Santa Ana College, Buildings E, K, G, T Roof Replacement
- Santiago Canyon College, ADA Phase 1 Repairs
- Santiago Canyon College, Water Conservation Irrigation Controller Upgrade
- Santiago Canyon College, LED Light Replacement
- Santiago Canyon College, M&O Leaking Roof
- Santiago Canyon College, Building D Door
- Santiago Canyon College, U Portable Leaking Roof
- Santiago Canyon College, Single-Use Restrooms District-wide

2015 – October 2016

PMCS Group - Long Beach, CA

Assistant Project Management Support Staff

- **Managed and prepared project documentation** such RFPs and RFQs; assisted with writing proposals
- Matched and compared quotes and proposals from Subcontractors and providers

August 2015 – May 2016

Disneyland Parks and Resorts - Anaheim, CA

Integrated Facilities Planning Professional Intern

- **Provided strategic and project support** for the Disneyland Resort Facilities
- Determined validity of asset frequency models in past, current, and future plans using statistical analyses in order to develop more accurate models of work order frequency
- Created work orders for future jobs (depending on the urgency and current condition, decide what year it should be scheduled)
- **Collaborated with stakeholders / in-house subject matter experts including Engineering Services, Architecture, Facilities Asset Management, Entertainment, Facilities Engineering, Ride Engineering, Walt Disney Imagineering and Resorts groups** to determine best strategies for future design and implementation of global multi-million-dollar asset rehabilitation projects
- **Extensively analyzed individual work classes (roofing, HVAC, ride vehicles, restrooms, breakrooms) domestically** (Disneyland Resort and Walt Disneyworld) to develop and modify rehabilitation and replacement strategies to save Sr. Planners time and resources during work order development
- Calculated cost per square feet for roofs depending on the roof type

2013

Landmark Engineering - Beirut, Lebanon

Training Site Engineer

**ALI DAVOODI****YEARS OF EXPERIENCE**

15+

**YEARS OF EXPERIENCE ON
AIRPORT AND / OR PUBLIC
WORKS**

3

EDUCATION

BS, Industrial Engineering -
University of Adelaide, Australia,
2002

SOFTWARE

Oracle Primavera 6 solutions
Visio-VBA, SAP R3/ERP, Acumen
360, Safran Risk, Hard Dollar, SAP
Business Objects, Navisworks,
Revit, AutoCAD, SQL Server T-SQL
Microsoft Office Suite

Scheduler

*Mr. Ali Davoodi is a lead project scheduler and project controls professional with over 15 years of experience in airports, energy and power plants, gas and oil refinery plants, rails, mines, infrastructure and port construction projects. Mr. Davoodi specializes in **planning and scheduling** of procurement, **engineering, construction**, fabrication, **shutdown and turn around activities**. He is extremely well-versed in **design and implementation** of **Oracle Primavera solutions**, admin tasks and data migration, **cost estimation, forecast, resource planning and portfolio analysis**. Mr. Davoodi has **extensive knowledge of construction disciplines such as civil, MEP, I&C** and commissioning in brown and green fields in EPCM environment. He is a **self-motivated, team player professional with effective communication skills**.*

EMPLOYMENT HISTORY**July 2017 – Present****CM Solutions / Los Angeles Airport – Los Angeles, CA****Lead Scheduler**

- **Plan and schedule Airside construction projects**, including buildings, runway / taxiways, underground utilities and ancillary buildings
- Develop project execution phasing plans according to FAA requirements and operation restrictions
- Meet airport's goal of minimizing projects impact on airport traffic
- **Provide program level schedule management, reporting**, and project inter-dependency resolution with landside projects
- Coordinate shutdown activities with operation and tower performing
- **Review contractor's monthly update schedule and analysis of EOT claims according to as built critical path, RFIs, change orders and concurrent delays**

December 2015 – June 2017**TopValu - Los Angeles, CA****Planning Manager**

- **Managed planning, scheduling and reporting activities for procurement and construction of 14 shopping centers and distribution warehouses**
- **Performed risk analysis** and mitigations with regards to operation constraints, **project time** and budget limits
- **Led project controls team to assess project delays / impacts**, alternate work plans and methods of construction
- **Defined and coordinated work packs between civil and MEP contractors according to the schedule**
- Reviewed and approved monthly progress and pay apps

January 2017 – November 2015

ASG Group - Sydney, Australia

Senior Oracle Primavera Consultant

- **Provided design and implementation of project management solution** with Oracle primavera products such as P6 EPPM, P6 pro, and Team Member for several clients such as transport NSW, NBN
- **Managed design and implementation of integrated BIM, migration to primavera P6**, upgrade of existing installation to new version and provided support and training services

May 2014 – December 2014

BHP Billiton – Adelaide, Australia

Lead Scheduler

- **Developed portfolio of maintenance, turn-around schedules** and cost estimates for Olympic dam copper mine and process plant
- Prepared study phase tender documents, **schedules and L2 execution schedules with Primavera P6 and MS project server for 253K copper mine expansion project**

June 2011– April 2014

KBR – Chevron - Perth, Australia

Senior Project Controls

- **Provided project controls services for Gorgon LNG project including development and updating of Level 3 and level 2 EPCM master schedules, resource planning, critical path analysis, schedule risk analysis and cost control**
- **Reviewed and commented on contractor reports and assessed impact of change orders on the schedule and related claims**
- Provided reporting solutions to integrate various sources of information into single template through SSRS
- **Performed project controls process analysis and implemented new workflows across all planning, scheduling, and change management activities**
- **Reviewed schedules**, executed quality check with Acumen 360 and **performed risk analysis** with Pertmaster **on both contractors and owner schedules**

June 2008 – April 2011

FASTJV (Fluor- BHP) - Perth, Australia

Senior Planner

- **Managed development and maintenance of resource loaded detail engineering schedule and master L3 schedules including construction & fabrication, procurement and commissioning phases for RGP 4,5,6 mine development projects**
- **Issued work packs and schedules to site construction teams**, monitored and reported project progress
- Reviewed EOT claims, analysis and settlement of delays based on state of critical path, contract clauses and change registers, as built evidence

January 2007– June 2008

JAM Petrochemical/Arvand Petrochemical - Iran

Lead Planner

- **Provided planning, scheduling, and estimation support** in various green field construction projects such as JAM Petrochemical, Arvand petrochemical, South pars phases 6, 7, 8

**BERNARD RIMANDO, CHST****Safety Manager****YEARS OF EXPERIENCE**

10+

**YEARS OF EXPERIENCE ON
AIRPORT AND / OR PUBLIC
WORKS**

7

EDUCATION

BS, Electrical Engineering – Don
Mariano Marcos Memorial State
University of College of
Engineering and Technology, San
Fernando, LA Union, Philippines

LICENSES/CERTIFICATIONS

Certified Construction Health and
Safety Technician (CHST) – Board
of Certified Safety Professional,
2017

OSHA 510 – No. U07247084

OSHA 521

OSHA 3095

OSHA 3115

Adult First Aid / CPR / AED
Certified

Mr. Bernard Rimando has over 10 years of experience in Safety Management and Construction, and has broad experience in Safety Management with the Los Angeles International Airport (LAX), US Embassy and with companies overseas. He has worked with OSHA, EM-385-1 US Army of Corps Engineerings and served as a Safety program Health Manager for the US Embassy Manila Construction for four years. Mr. Rimando is highly skilled in monitoring Safety and Health Program implementation, performance, and compliance to regulatory and applicable statutory requirement.

EMPLOYMENT HISTORY**April 2018 – Present****PMCS Group, Inc. – LAWA Southwest Airlines****Safety Engineer**

Project: Southwest Airlines, Los Angeles International Airport (LAX) Terminal 1.5 Project – April 2018 – Present (anticipated completion December 2020), \$490 Million

- **Ensure compliance to Federal, CAL/OSHA, LAWA, and Hensel Phelps General Safety Standards**
- **Conduct safety orientation** to all newly hired employees and subcontracts before site deployment
- **Review AHA of all subcontractors** under night shift and **ensure their completeness and compliance to the requirements**
- **Ensure (STA) Safety Task Analysis** are completed before work engagement
- **Accident / incident investigation and reporting**
- Issue and sign off hot works permit when all requirements are completed
- **Conduct weekly site safety inspection with site superintendents and field engineers**
- **Prepare safety audit report right after the event**
- **Prepare daily safety inspection report to project safety manager** covering the following: scaffolds, ladders, fire extinguishers, electrical cords, fall protections, power hand tools, personal protective equipment, aerial lifts (scissor lifts, boom lifts) AHA, STA's, housekeeping, permit required confined space (if any), safety signs, railings, traffic management during deliveries and pick-ups by subcontractors, etc.
- **Attend CALM coordination meeting with LAWA Inspectors and LAWA general subcontractors covering USR's & ASR's, Traffic Management, Main activity for the shift and Manpower**

December 2015 – April 2018

Worked on continuing Safety education. Received his Construction Health and Safety Technician certificate from the Board for Certified Safety Professionals.

August 2012 – November 2015**Health and Safety Environment Manager****Danilo Dvina Tamayo Konstract Incorporated (DDTKI) – Philippines**

- **Developed Construction Safety and Health Program template for the organization** for Department of Labor and Employment review and approval

- **Contributed to the development of Health Safety and Environmental documentation leading to the Integrated Management System Certification (ISO 9001, ISO 14001 and OHSAS 18001)**
- **Responsible for the awareness of the organization on Health Safety and Environmental program, codes and standards** through third party and in-house training
- Standardized the organizations safety practices by introducing HSE Handbook, approved type PPE's
- **Spearheaded periodic site safety audits, evaluating adequacy of the submitted safety programs as approved by DOLE ensuring its compliance**
- **Conducted regular site safety inspections to ensure safety policies and procedures are being enforced and implemented**
- Spearheaded major **accident / incident investigations** and **provided recommendations, corrective and preventive measures for management information, review and action**
- **Ensured accident / incident reports are investigated, reported and closed out** accurately in a timely manner, using established tools
- **Spearheaded hazard identification and risk assessment control review** on all major activities with specific subcontractors in accordance with their submitted safety programs

Projects Include:

- Globe Telecom Head Quarters: Globe Telecom / Ayala Land, Inc - 28 floors, 6 basement parking floors, 4 podium parking floors - BGC / Taguig City
- Horizon 101 Towers 1 & 2: Taft Property Venture and Development Corporation – 55 floors, Cogon, Cebu City
- BDO Ortigas Tower: SM Development Corporation - 47 floors, ADB Avenue, Ortigas Center, Mandaluyong City

March 2006 – July 2012

Environmental Health and Safety Manager

Makati Development Corporation (MDC) – Philippines

- Spearheaded the organizations registration to Department of Labor and Employment (DOLE), the development of Construction Safety and Health Program template for DOLE review and approval, and the development of the Health Safety and Environmental Book of Standard for standardization
- **Coordinated the design, construction, installation and maintenance of safety protections** with the project management team in accordance with **National Building Codes, Department of Order no. 13, Occupational Safety and Health Standards, statutory and regulatory requirements**
- Standardized the safety management system with fifty-seven simultaneous ongoing construction projects year 2008 to 2012 (High Rise buildings, malls, land development)
- **Spearheaded periodic site safety audits**, evaluating adequacy of the submitted safety programs as approved by DOLE ensuring its compliance
- **Conducted regular site safety inspections to ensure safety policies and procedures are being enforced and implemented**
- **Spearheaded hazard identification and risk assessment control review** on all major activities with specific subcontractors in accordance with their submitted safety programs
- Spearheaded the monthly tracking and reporting of corporate occupational injury and illness to the higher management prior to final submission as required by DOLE
- Acted as representative of the company for local government agencies and private entity meetings
- As the Subject Matter Expert, **supported and participated in the Safety Steering Committee, Regional and Corporate calls, task forces and Audits related to safety and health issues**

Projects Include:

- US Embassy Manila New Office Annex 1 & 2 and US Embassy Manila Veterans Affairs Clinic - US Bureau of Overseas Building Operations - 4 floors, Roxas Blvd, Manila
- St. Luke's Medical Center - 14 floors, Bonifacio Global City, Taguig Metro Manila
- Manila Water Company Inc, Rodriguez: MWSS & Philippine Government - 2 floors, Angono Rizal



ROBERT SOLIS

YEARS OF EXPERIENCE

22+

YEARS OF EXPERIENCE ON AIRPORT AND / OR PUBLIC WORKS

21

EDUCATION

AA, Architecture – Los Angeles
Pierce College, 1972

Inspector

Mr. Solis has over **22 years of comprehensive experience directing multiple improvement and public works projects** within the private sector and various **municipalities in the Southern California area**. He has managed various City of **Long Beach street improvement projects** and has more recently gained **airport construction experience with the City of Long Beach Airport**. His construction expertise also includes pump stations, storm drains installation, street and sidewalk improvements, **asphalt paving and installation**, underground pipeline installation, freeway fiber optic installation, Cal Trans Projects, **FAA / airport projects**, bridge construction and roadway in Beach Harbor.

EMPLOYMENT HISTORY

2016 – Present

Willdan Group, Inc.

Project: Long Beach Airport, Taxiway “J” and Taxiway “B” Improvements

- Conduct taxi “J” improvements
- Consist of underground utilities taxiway signs, lime & cement treated soil and base – asphalt paving

2015 – 2016

OHL USA

Project Superintendent

Project: Lakeview Grade Separation Project – 2015 – 2016

- Installed MSE walls, scheduled all subcontractors, and provided four weeks look ahead schedules with agency
- Recognized for good safety report on agency

2001 – 2015

Willdan Group, Inc.

Construction Inspector

- **Plan checked and inspected all construction phases**
- Managed multimillion-dollar capital improvement projects simultaneously
- **Communicated, negotiated and made recommendations to contractors at various stages of project to ensure project completion**
- Removed barriers to avoid project delay through negotiation and communication, both verbal and written
- Oversaw several economy stimulus projects including Atlantic Street Improvement Project
- **Met with Federal and State representatives to audit Economy Stimulus Projects**
- Visit resulted in achieving satisfactory status with outcome of projects
- **Read and reviewed plans and budgets for project scheduling phase**
- Inspected forms for construction pours
- Installation of storm drains
- Requested lab testing on asphalt materials
- **Worked closely with council members to address concerns**
- **Coordinated and constantly communicated with project city engineer on project progress**



- **Reviewed timely submittals, reports and change orders**
- **Ensured that all paperwork is managed daily to complete project file at conclusion of project**
- Prepared payments to contractor

Projects Include:

- Pine Avenue, improvements and installation of new irrigation systems, streetlights, traffic signals and ADA sidewalks – 2014 – 2015
- Belmont Shore, sidewalk repair and painted trees – 2013
- Caltrans, widening of highway on PCH including storm drain catch basins, concrete paving and asphalt paving – 2013
- **Long Beach Airport, Taxiway "D" Improvements - 2013**
- **Long Beach Airport, Air Carrier Ramp Area Phase 2 - 2012 – 2013**
- **Long Beach Airport, Rehabilitation of Access to Taxiways E & F – 2012**
- **Long Beach Airport, Runway 7L-25R Safety Area Improvements – 2011**
- City of Long Beach, Storm Drain Project and Economy Stimulus Project – 2010
- **Long Beach Airport, Taxiway C&L Improvements - 2006 – 2008**
- City of Long Beach, Bike Path Project – 2003

2001 – 2001

D.W. Powell Construction, Inc.

Project Superintendent

- Managed \$5 million freeway asphalt pouring projects in the Inland Empire area
- **Oversaw estimations and scheduling, coordinated subcontractors, and conducted weekly meeting with public agencies**
- **Scheduled materials and equipment for employees for all projects**
- Supervised 10+ employees

1997 – 2001

Sully Miller Contracting Co.

Project Superintendent

Project: Caltrans, Freeway Project, \$28 Million

- **Managed multiple million-dollar projects, including various aspects of project scheduling and budgets**
- **Held weekly meetings** with subcontractors and public agencies
- Ordered lab testing and equipment for crew
- Supervised asphalt material from plants
- **Reviewed plans and budget for project**
- **Implemented safety program** that resulted in no loss time injuries
- Coordinated all aspects of traffic controls and storm drains installation

EXHIBIT “B”

Rates or Charges

PMCS Group Proposed Rates_Fully Burdened Hourly Rates

Position Title	Fully Burdened Hourly Rate
Project Manager	\$190.00
Project Manager, Senior	\$207.01
Construction Manager I	\$148.02
Construction Manager II	\$165.01
Construction Manager, Senior	\$190.00
Office Engineer	\$100.01
Office Engineer, Senior	\$110.01
Site Safety and Health Officer	\$118.02
Construction Claims Manager	\$225.02
Construction Claims Manager, Senior	\$274.99
Engineering Intern	\$70.49
Resident Engineer, Licensed	\$190.00
Scheduler	\$150.01
Scheduler, Senior	\$175.00
Estimator	\$150.01
Estimator, Senior	\$175.00
Project Engineer	\$120.01
Project Engineer, Senior	\$135.01
Document Control	\$95.01
Document Control, Senior	\$105.01
Outreach Manager	\$125.01
Labor Compliance Specialist	\$125.01
Civil Inspector*	\$135.01
Electrical Inspector*	\$135.01

*subject to prevailing wage

EXHIBIT “C”

City’s Representative:

Hugo Liu, Civil Engineering Associate

(562) 570-6195

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Rick Hijazi, P.E.