

AGREEMENT

35407

THIS AGREEMENT is made and entered, in duplicate, as of September 26, 2019, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 13, 2019, by and between CDM SMITH INC., a Massachusetts corporation (“Consultant”), with a place of business at 600 Wilshire Blvd., Suite 750, Los Angeles, California 90017, and the CITY OF LONG BEACH, a municipal corporation (“City”).

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with on-call environmental program support (“Project”); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit “A”, attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), at the rates or charges shown in Exhibit “B”.

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

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 October 1, 2019, and shall terminate at 11:59 p.m. on September 30, 2021, unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner. The term may be extended for three (3) additional one-year periods at
6 the discretion of the City Manager.

7 3. COORDINATION AND ORGANIZATION.

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

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

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

1 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
2 the usual and customary rights, benefits or privileges of City employees. Consultant
3 expressly warrants that neither Consultant nor any of Consultant's employees or agents
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

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

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

28 ii. Workers' Compensation insurance as required by the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

1 federal and state labor standards, including the prevailing wage provisions of sections 1770
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
3 marshal, health officer, building inspector, or other officer of every governmental agency
4 now having or hereafter acquiring jurisdiction.

5 16. PREVAILING WAGES.

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

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

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

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents (“Indemnified

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

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

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

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

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

3 20. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

1 the same manner as stated for other notices. Notice shall be deemed given on the date
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

17 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

25 25. WAIVER. The acceptance of any services or the payment of any

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

1 Agreement.

2 26. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
4 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

CDM SMITH INC., a Massachusetts corporation

10/6, 2019

By [Signature]
Name DAVID JENSEN
Title SR. VICE PRESIDENT

10/8, 2019

By [Signature]
Name Dana C. Hook
Title Vice President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

11/1, 2019

By [Signature]
Name Rebecca A. Garner
Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on October 28, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Scope of Work



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. **SCOPE OF PROJECT**

The City may select two or more Consultant(s) for the entire Scope of Work and will issue task orders based on available funding and phasing. The Airport will issue a subsequent request for a general project proposal to a select number of Short List consultants, who are determined to meet or exceed the required qualifications. In general, the contract will allow the Airport to use an On-Call consultant to provide assistance as needed for environmental programs and support.

Scope

3.1 General. The City desires to engage the services of professional consulting firms to provide On-Call Environmental Program Support to assist the City with various environmental on-call projects and programs at the Airport. The Scope includes providing expert technical and program management assistance in design studies, planning, implementing, permitting, monitoring, and reporting.

3.2 Basic Services. The City is responsible for assuring compliance with Federal, State, and local environmental regulations and ordinances for all facets of operations and facilities at the Airport including all tenants and contractors on airport property. The Airport manages ongoing compliance, educational, research, planning, monitoring, design study, permitting, and regulatory engagement programs requiring expert assistance. The Airport coordinates with outside regulatory agencies as well as on-campus tenants and stakeholders.

To assist with these responsibilities, the selected on-call consultant will conduct environmental services as needed. The services will include providing expert technical and program management assistance in design studies, planning, implementing, permitting, monitoring, and reporting for the environmental program, including the following specialty areas:

- Program Management
- Emergency Preparedness, Planning, Response and Reporting, including Hazardous Materials
- Stormwater Pollution Prevention and National Pollutant Discharge Elimination System (NPDES) Compliance
- Site Assessment/Investigation/Remediation Support
- Underground and Aboveground Storage Tank Compliance
- Hazardous, Regulated, and Solid Waste Management and Compliance
- Air Quality Compliance
- Environmental Health and Safety Support
- Planning Support
- Sustainability Program Development and Support
- Additional Unforeseen and As-Needed On-Call Tasks

Refer to **Exhibit A** for descriptions for each of the specialty areas.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3.3 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 consultant services is considered the primary engineer or principal consultant as defined above. As such, the principal consultant represents 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.

4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFQ, submit all inquiries via email to rfppurchasing@longbeach.gov by 4:00 p.m. (PST) on February 28, 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 respondents are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date listed.

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	February 20, 2019 at 10:00 a.m.
Deadline for submitting questions	February 28, 2019 by 4:00 p.m.
Responses to all questions submitted available	March 18, 2019 by 4:00 p.m.
Deadline for submission of SOQ	April 4, 2019 by 11:00 a.m.
Evaluation period	April - May 2019
Selection of Consultants	On or about May 2019

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.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Exhibit A

PROJECT DESCRIPTION AND TASK OVERVIEW



City of Long Beach
Department of Financial Management
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, California 90802
562.570.6200



long beach
airport

4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90802
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

GENERAL

The City of Long Beach, Long Beach Airport (Airport) is soliciting general project proposals to retain the professional services of an Airport Consultant with expertise in providing On-Call Environmental Program Support.

PROJECT DESCRIPTION AND TASK OVERVIEW

The services may include providing expert technical and program management assistance in design studies, planning, implementing, permitting, monitoring, and reporting for various environmental programs, including the following specialty areas:

- **Task 1** Program Management
- **Task 2** Emergency Preparedness, Planning, Response and Reporting
- **Task 3** Stormwater Pollution Prevention and National Pollutant Discharge Elimination System (NPDES) Compliance
- **Task 4** Site Assessment/ Investigation/ Removal Actions/ Remediation Support
- **Task 5** Underground and Aboveground Storage Tank Compliance Support
- **Task 6** Hazardous, Regulated, and Solid Waste Management Compliance Support
- **Task 7** Air Quality Compliance
- **Task 8** Environmental Health and Safety Support
- **Task 9** Environmental Planning Support
- **Task 10** Sustainable Environmental Studies, Planning, and Implementation
- **Task 11** Environmental Infrastructure Design Studies
- **Task 12** Additional On-Call Tasks (Unforeseen)

The professional services to be provided by the Consultant will include planning services to accomplish the following items:

Task 1 – Program Management

The Consultant shall provide support with all aspects of environmental compliance as well as assistance with oversight and management for environmental-related contracts and activities.

Tasks to support these efforts may include, but not necessarily be limited to the following:

- **Project Management and Coordination** – Perform all aspects of project management: prepare task orders, implement and manage task orders, provide cost and schedule control, communicate and coordinate with the Airport's designated project manager and staff, prepare monthly progress reports, provide procurement support (such as preparation of specifications for environmental projects), comply with the Airport's training and badging requirements, and liaise with internal and external airport environmental stakeholders. Stakeholders may include: Airport divisions, City departments, County departments, Regional Water Quality Control Board Officials, South Coast Air Quality Management District (SCAQMD), Long Beach Fire Department, Aircraft Rescue and Fire Fighting (ARFF), other consulting firms and construction contractors, Fixed Base Operators (FBOs), airlines, other airport tenants, environmental consultants for FBOs, adjacent property owners, and others.
- **Program Compliance Audits** – As required, assist the Airport with environmental compliance audits as required for the Airport's airside and landside operations and facilities including tenant operations and facilities. The Consultant will provide letters, notices, and training support to assist the Airport in the enforcement of environmental rules, regulations, and ordinances.
- **Regulatory Support** – Ongoing regulatory consulting support is required to assist with day-to-day compliance issues as well as long-term planning for future requirements which may affect the Airport's environmental program.
- **Training** – Training for environmental program implementation is periodically needed and may occur in a classroom or small group format to assist the Airport in educating personnel and tenants in environmental compliance requirements and implementation.
- **On-Site / In-House Assistance** – The Airport may need on-site and/or in-house staff augmentation to assist Airport personnel in ensuring that the Airport is able to meet environmental compliance commitments. Staff needs may include the services of an environmental engineer/scientist for project management or technical support or environmental administrative professional for regulatory record keeping, permit management, or environmental contract specification development and administration. As requested and on an as-needed basis, the Consultant will provide appropriately experienced personnel for in-house staff augmentation. Once accepted, the staff would not be exchangeable unless agreed in advance by the Airport.
- **Environmental Management System** – Assist the Airport in evaluating the need for an Environmental Management System (EMS). If needed, develop and maintain the EMS which would provide a framework to efficiently manage and track environmental activities and maintain compliance with applicable regulations. If it is determined an EMS is viable, the Airport and Consultant shall amend the EMS as necessary with the changing environmental, organizational, and legal requirements, and with new or changed activities and operations within the organization.

Task 2 – Emergency Preparedness, Planning, Response and Reporting

The Consultant shall provide support with emergency response and planning as it pertains to environmental management (e.g., hazardous materials). A hazardous material spill or release can pose a risk to life, health, or property. The Consultant shall be prepared to assist the Airport with various aspects of preparing for emergencies, emergency response, and reporting emergencies. The Consultant shall provide personnel with appropriate certifications and qualifications to assist the Airport with emergency response and planning. Tasks to support these efforts may include, but not be limited to the following:

- **Emergency Spill Response** – Assist the Airport in responding to and properly managing spills /releases of hazardous materials. Such tasks may include, but not be limited to the following:
 - Coordinate with Airport's existing contractors for emergency spill response activities;
 - Respond to site emergencies 24 hours a day, seven days a week, as requested by the Airport;
 - Oversee emergency clean-up operations conducted by the Airport contractor or site tenant;
 - Provide recommendations for further investigations, removal, or remedial actions; and
 - Prepare, conduct and review pertinent risk assessments, workplans, investigations, test plans, removals, monitoring, meeting with regulators, or reporting, as appropriate, for the respective emergency situation.
- **Other Emergency Preparedness and Reporting Compliance** – Assist the Airport in ensuring that Airport staff and contractors have up to date Hazardous Material Emergency Preparedness Training and enhance awareness of risk areas, regulations and coordination with local authorities.

The Consultant shall provide a list of staff contacts for LGB staff to notify in the event that an emergency response is needed. Airport staff will be notified at least 72 hours in advance of any changes to the contacts list in the event of Consultant staff vacations, holidays, or any other change in staff availability. Once the Consultant is notified by the Airport of the need for the emergency response action, the personnel must arrive on site within two hours to assess the situation and to mobilize the emergency response team.

Task 3 – Stormwater Pollution Prevention and National Pollutant Discharge Elimination System (NPDES) Compliance

The Airport has an Industrial General Permit (IGP) and maintains a Stormwater Pollution Prevention Plan (SWPPP) for discharges at the Airport in compliance with NPDES. The Airport has seven stormwater outfall locations that are monitored to ensure compliance with the stormwater permit. By having multiple outfalls, the Airport is better able to trace sample results to specific pollutant sources and adjust Best Management Practices (BMPs) accordingly.

The Airport currently participates in the Airport California Monitoring Group (ACMG), a stormwater compliance group monitoring program, that uses shared resources to increase efficiency in monitoring and compliance. The Consultant shall provide personnel with appropriate certifications and qualifications to assist the Airport with NPDES permit compliance. Potential tasks may include, but not be limited to the following:

- **Industrial General Permit (IGP) Stormwater Compliance** - Assist with developing and implementing strategies to comply with the IGP including SWPPP updates, implementation, inspection, sampling, training and reporting. As noted, the Airport is part of the ACMG and the Consultant will be expected to assist the Airport with participation in the program.
- **Oversight for Maintenance and Upkeep of Stormwater BMPs** – The Airport implements a variety of temporary and permanent BMPs that require inspection and maintenance. The Consultant will periodically oversee the cleaning and maintenance of the airfield stormwater filters, deflective separators, bio-filters and water clarifiers. These efforts require support such as preparing specifications and bid documents, providing project scheduling and oversight, assisting with BMP implementation, and profiling of wastes from the stormwater filters.
- **Prevention of Sanitary Sewer Overflows and Illicit Connection/Illicit Discharge (IC/ID)** – The Airport has not had issues with sanitary sewer overflows or IC/ID in the past; however, the Consultant may be expected to provide assistance with the development of IC/ID detection and correction programs, if needed.
- **Other Stormwater Compliance** – Assist the Airport with other monitoring and compliance activities related to NPDES permitting.

Task 4 – Site Assessment/ Investigation/ Removal Actions/ Remediation Support

Although the Airport is not responsible for any known areas of contamination, environmental site assessments (ESAs), investigations, and/or environmental health risk assessments of buildings, facilities, utilities, and/or property may periodically be required to assist in evaluating risks involved with acquiring, transferring, and leasing facilities and property, or to conduct periodic monitoring of Airport tenant operations. Tasks to support these efforts may include, but not necessarily be limited to the following:

- **Site Investigation** – Scope, plan, design, and implement investigations, as needed, to assess the source and extent of soil/groundwater impacted by chemicals of concern including soil sampling, soil-vapor sampling, groundwater well installation and sampling and related activities.
- **Tank Removal Activities** – As needed, perform removal of contaminated material and/or monitor and report progress of any necessary remediation. Specific to the Airport, assist with the removal of an unused aboveground storage tank (AST) in the firepit area of the Airport, in the vicinity of Runway 8L. The tank has not been used for several years and needs to be removed. No issues are anticipated associated with the removal.
- **Remediation Oversight** – As needed, monitor and report progress of remediation activities conducted at the Airport.

Task 5 – Underground and Aboveground Storage Tank (UST/AST) Compliance Support

Tenant facilities include underground and aboveground fuel storage tanks in multiple locations on Airport property. The fuel tanks range from 500-gallon tanks to 50,000-gallon tanks, and contain Jet-A fuel, unleaded fuel, diesel fuel, and Avgas. There are also tanks dedicated for fuel waste, as well as multiple mobile refuelers. Airport tenants maintain their own permit documents and plans; the Airport periodically reviews and inspects for compliance assurance. Each FBO and any other tenant that transports fuel onto the Airport must have a written Spill Prevention, Control and Countermeasure (SPCC) plan that meets regulatory measures for fuel storage facilities. Tasks to support these efforts may include, but not necessarily be limited to the following:

- **Oversight of Tank Compliance** – Assist with review and inspection of tenants USTs/ASTs. Historically the tank testing and maintenance for Airport tanks has been conducted by a contractor reporting directly to the Airport. The Consultant is expected to support Airport staff with auditing and escorting/overseeing the tank compliance activities and program.
- **Oversight of Tenants Spill Prevention, Control and Countermeasure Plans (SPCC)** – Oversight of tenants in the update and maintenance of their applicable SPCC plans in accordance with the requirements of 40 CFR 112 and following the sequence outlined in 40 CFR 112.7, review and comment on tenant SPCCs, and provide training support as needed.
- **Facility Response Plan (FRP)**– At the request of the Airport, prepare a FRP on behalf of the Airport in accordance with 40 CFR 112.20. The plan will follow the format of the model facility-specific response plan contained in 40 CFR 112, Appendix F. The FRP will also be consistent with the requirements of the National Oil and Hazardous Substance Pollution Contingency Plan (40 CFR 300).

Task 6 – Hazardous, Regulated, and Solid Waste Management Support

The Airport manages hazardous and non-hazardous waste management activities, including construction-related debris. The Airport uses the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) standards to save energy and reduce waste. Several "green" goals of the Airport related to solid waste management and recycling include recycling construction materials, recycling trash, and incorporating recycled materials into construction. The Consultant may be requested to assist with recycling and waste minimization efforts, waste characterization, labeling, manifesting, coordination with transportation and disposal contractors and facilities, and supervision of Airport subcontractors to perform lab and chemical packaging, if needed.

Task 7 – Air Quality Compliance

The Airport requires technical support for air quality management and emission reduction, permitting activities, and compliance. Tasks to support these efforts may include, but not be limited to the following:

- **Expert Technical Consulting** – Provide assistance in responding to emerging SCAQM) and California Air Resources Board (CARB) rules and regulations. This may result in developing emissions inventories, update Ground Support Equipment

(GSE) emissions inventories, assist with permitting, provide assistance at meetings with regulators and other stakeholders, review of reports, and assisting with the development of a Memorandum of Understanding (MOU) and Clean Air Action Plan (anticipated beginning Q1 of 2019).

- **Other Permit Compliance and Reporting** - Assist with permitting for new air emission sources as well as maintaining permit compliance for existing equipment and materials. Tasks may include inventory, data collection, documentation, reporting, training, providing compliance calendars and regulatory interface. Existing permitted items include the following:
 - Emergency generators
 - Heaters and pressure washers
 - Solvents, adhesives and sealants
 - Hard surface cleaners
 - Hot water pressure washers
 - Refrigerants

Task 8 – Environmental Health and Safety Support

The Consultant, as needed and when requested, may perform environmental investigations and environmental health risk assessments of buildings, facilities, utilities, and property in order to evaluate risks involved with the exposure of airport tenants, passengers, staff, and others to potentially hazardous conditions. Tasks to support these efforts may include, but not be limited to the following:

- **Mold Assessment and Abatement** – Provide mold assessment and abatement support including performing inspections and assessments, providing reports, and assistance with abatement activities including preparation of workplans, specifications, scoping documents, and oversight for abatement and disposal services.
- **Asbestos Assessment and Abatement Services** - Provide assessment of conditions including sampling and analysis as required, and assistance with asbestos abatement including preparation of workplans, specifications, scoping documents, and oversight for removal and disposal services.
- **Indoor Air Monitoring and Assessment** - Conduct sampling, monitoring, and reporting activities related to indoor air quality.
- **Water Safety** - Assist with water safety management throughout the Airport campus. Tasks may include preparing or updating water safety management plans addressing bacteria sources such as legionella or contaminants to drinking water, collecting samples, recommending improvements and preparing reports.
- **Health and Safety Support Services** - Provide a Certified Industrial Hygienist and/or other certified safety professional to conduct health and safety support services such as audits, inspections, studies, review of health and safety plans, OSHA compliance support, worker's compensation cases, etc., as needed.

- **Ventilation System Analysis** - Inspect, assess and report findings of Airport building ventilation systems. Recommend improvements and prepare plans as-needed.

Task 9 – Environmental Planning Support

This task includes general planning support and may include assisting the Airport and/or Airport's other consultants in support of California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) documentation and compliance. This may include development and review of CEQA and/or NEPA documentation (e.g., Initial Studies [IS], Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports [EIR], Environmental Assessments [EA], Categorical Exclusions [CE]), assuring project plans meet environmental protection requirements, planning for future environmental projects and grant funding acquisition. Tasks to support these efforts may include, but not be limited to the following:

- **Project Planning Support** – As needed, assistance with tasks such as assuring that environmental aspects of new projects are addressed; providing expert review for ISs, NDs, MNDs, EIRs, CEs, or EAs, implementing mitigation measures stipulated by environmental documentation, providing mitigation monitoring reporting, assisting with updating Airport leases, contracts, and guidelines to include environmental requirements.
- **Plan Reviews** – Expertise may be required for plan reviews including reviews of Water Quality Management Plans (WQMPs), Civil Design Plans, Fueling and Pipeline Systems, or other environmental related design aspects as requested.
- **Grant Funding** - Planning for future projects may include identifying and pursuing grant opportunities such as the FAA Voluntary Airport Low Emission (VALE) and Zero Emission Vehicle (ZEV) Grants, Cal Recycle Grants, Volkswagen Settlement Grants, or others. The Consultant will assist the Airport with identifying and applying for grants applicable to sustainability, clean air/clean vehicle, waste recycling and diversion, or others as applicable.
- **Other Funding Mechanisms** – The Consultant should be knowledgeable on a variety of funding mechanisms for the development and implementation of sustainability measures.

Task 10 – Sustainable Environmental Studies, Planning, and Implementation

To support the Airport in its efforts to become a leader in sustainability, the Airport requires expert consulting services in the area of sustainable development, Low Impact Development (LID), LEED®, Envision, and International Standards Organization (ISO) environmental guidelines. Some of the Airport's current "green" efforts include use of compressed natural gas (CNG) or hybrid vehicles, additional solar panels, exchange main terminal lighting and airfield sign lighting to LED light sources, add additional electric ground support equipment, and recycling. This task includes the development of a Sustainability Plan in response to *Executive Order B-55-18 to Achieve Carbon Neutrality* and the City's Council's recommendation (August 14, 2018) to develop a plan to lead the nation in sustainability for airports.

The Mayor and City Council have tasked the Airport to develop a Sustainability Plan that will incorporate significant and measurable steps to mitigate the environmental impacts of the Airport. The Airport has been directed “to work with airlines serving the Airport and other partners to become an incubator of clean tech in aviation, with the goal of becoming a carbon neutral facility.” A Sustainability Plan Outline will be developed by the Airport in Q1 of 2019 in response to the State’s and City’s directives. The Consultant shall be responsible for reviewing, refining, and subsequently producing the final Airport Sustainability Plan. The Sustainability Plan is expected to include the following:

- **Initial Assessment:** Conduct an initial assessment of the Airport’s programs, processes, potential strengths, and potential areas of improvement.
- **Planning & Strategy:** Develop a strategy for decision-making and prioritization of goals including cost-benefit analysis. Establish a vision and guiding principles for successful implementation of sustainability measures.
- **Engagement:** Identify stakeholders and conduct stakeholder engagement through Stakeholder Management Plans (SMPs), tailored sustainability charrettes, and identification of stakeholder teams.
- **Design & Construction:** Integrate sustainability into projects and planning (e.g., LEED, Envision, etc.). Determine relevant accreditations to seek and provide guidance on using/implementing rating systems successfully.
- **Implementation Support:** Determine key staff positions and departments to ensure appropriate training and implementation of projects and programs. Identify funding mechanisms for sustainability projects and programs (e.g., Airport Carbon Accreditation, VALE, ZEV, etc.)
- **Tracking & Reporting:** Develop action and monitoring plans to ensure accountability by Airport staff and departments.

The Sustainability Plan should consider Airport Cooperative Research Program (ACRP) reports (e.g. Lessons Learned from Airport Sustainability Plans, Airport Sustainability Practices, etc.) and industry best practices. The first phase of the Sustainability Plan is expected to review and refine the Airport’s current sustainability efforts.

Additional tasks to support sustainability, planning and implementation efforts may also include, but not be limited to the following:

- **Waste Minimization/ Diversion/ Recycling** – Refine and enhance programs for waste minimization, recycling, and food waste diversion. This may include assistance with implementing recycling, food diversion, and public outreach programs within the Airport’s campus.
- **Water Conservation** – Assist with engineering studies and concepts for water conservation throughout the airport campus.
- **Energy Conservation** – Provide planning support for energy optimization and efficiency based on the Airport’s uses, and continue to increase solar panels to generate clean energy and reduce carbon dioxide emissions.

- **Zero Emission Vehicle (ZEV) Technology** – Evaluate ZEV technology and implementation including electric charging infrastructure, and ZEV and ultra-low emission fleet and airfield service equipment. Currently, City vehicles are 23% CNG or hybrid.
- **Airport Carbon Accreditation** – Assist in developing a framework for the Airport to manage and reduce carbon emissions through daily operations activities and long term strategies including stakeholder engagement with the goal of Airport Carbon Accreditation.

Task 11 – Environmental Infrastructure Design Studies

To support environmental compliance, design modifications or improvements to Airport facilities may be required. This task may include providing design studies and recommendations for infrastructure such as:

- Waste management and recycling collection areas, including the addition of a cardboard baler;
- Material storage facilities on the airfield;
- Erosion and sediment control on the infield;
- Stormwater collection, reuse, infiltration, or other management options; and
- Aircraft lavatory waste disposal improvements.

Task 12 – Additional On-Call Tasks (Unforeseen)

As directed by the Airport, perform other environmental tasks that are currently unforeseen on an as-needed/on-call basis.

EXHIBIT “B”

Rates or Charges

Rate Schedule for the City of Long Beach Engineering Services for Various Development Projects at Long Beach Airpor

Effective Dates **October 1, 2019 to September 30, 2020**

Prime Consultant: CDM Smith

Overhead rate **173.60%**

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Officer	\$99.68	173.60%	10%	\$300.00
Associate	\$91.37	173.60%	10%	\$275.00
Principal	\$88.72	173.60%	10%	\$267.00
Senior Professional III (Grade 8+)	\$81.41	173.60%	10%	\$245.00
Senior Professional II (Grade 7)	\$74.76	173.60%	10%	\$225.00
Senior Professional I (Grade 6)	\$69.78	173.60%	10%	\$210.00
Professional III (Grade 5)	\$65.79	173.60%	10%	\$198.00
Professional II (Grade 3/4)	\$54.00	173.60%	10%	\$163.00
Professional I (Grade 1/2)	\$45.19	173.60%	10%	\$136.00
Senior Staff Support (Grade 5+)	\$54.82	173.60%	10%	\$165.00
Staff Support (Grade 1 to 4)	\$39.37	173.60%	10%	\$118.00
Senior Administrative Support	\$44.86	173.60%	10%	\$135.00
Administrative Support	\$41.53	173.60%	10%	\$125.00

Subconsultant: BuroHappold Engineering

Overhead rate **165.00%**

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Partner	\$162.00	116.00%	10%	\$385.00
Technical Director	\$94.00	165.00%	10%	\$274.00
Principle	\$108.00	165.00%	10%	\$315.00
Associate Principal	\$81.00	165.00%	10%	\$236.00
Associate	\$59.00	165.00%	10%	\$172.00
Senior Engineer	\$46.00	165.00%	10%	\$134.00
Technical Designer/Engineer 2	\$38.00	165.00%	10%	\$111.00
Technical Designer/Engineer 1	\$32.00	165.00%	10%	\$93.00
Junior Engineer	\$22.00	165.00%	10%	\$64.00
BIM Technician 3	\$47.00	165.00%	10%	\$137.00
BIM Technician 2	\$30.00	165.00%	10%	\$87.00
BIM Technician 1	\$29.00	165.00%	10%	\$85.00
Admin Support	\$22.00	165.00%	10%	\$64.00

Subconsultant: CWE

Overhead rate **168.01%**

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Principal	\$85.77	168.01%	10%	\$253.00
Sr. Project Manager	\$78.24	168.01%	10%	\$231.00
Senior Environmental Scientist	\$50.77	168.01%	10%	\$150.00
Environmental Scientist	\$43.21	168.01%	10%	\$127.00
Environmental Analyst	\$36.24	168.01%	10%	\$107.00
Project Engineer	\$49.14	168.01%	10%	\$145.00
Staff Engineer	\$37.94	168.01%	10%	\$112.00
Project Coordinator	\$32.30	168.01%	10%	\$95.00
CADD / GIS	\$30.00	168.01%	10%	\$88.00

Subconsultant: JHA Environmental

Overhead rate **182.00%**

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Environmental Engineer, Sr.	\$45.00	182.00%	10%	\$140.00
Environmental Engineer	\$40.25	182.00%	10%	\$125.00
Environmental Remediation Manager	\$34.00	182.00%	10%	\$105.00
Environmental Technician II	\$27.50	182.00%	10%	\$85.00

Subconsultant: Northgate Environmental

Overhead rate **171.00%**

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Principal	\$87.20	171.00%	9%	\$223
Associate	\$71.23	171.00%	9%	\$202
Senior	\$63.18	171.00%	9%	\$187
Project	\$53.05	171.00%	9%	\$157

Senior Field Geologist	\$48.00	171.00%	9%	\$142
Staff Scientist	\$43.26	171.00%	9%	\$128
Field Tech	\$31.54	171.00%	9%	\$93
IS/Database Specialist	\$55.00	171.00%	9%	\$162
GIS/EVS/Equis/Visualization Specialist II	\$55.29	171.00%	9%	\$163
Illustrator/CAD Operator I	\$31.77	171.00%	9%	\$94
Project Assistant	\$38.23	171.00%	9%	\$113
Administrative Assistant	\$19.00	171.00%	9%	\$56

Subconsultant: Pacific EH&S Services Overhead rate 100.00%

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Project Manager	\$139.00	165.00%	10%	\$405.00
Certified Industrial Hygienist or Certified Safety	\$139.00	165.00%	10%	\$405.00
Industrial Hygienist	\$115.00	165.00%	10%	\$335.00
Certified Site Surveillance Technician	\$72.00	165.00%	10%	\$210.00
Certified Lead Project Monitor or Inspector/Ass	\$72.00	165.00%	10%	\$210.00
Clerical	\$50.00	165.00%	10%	\$146.00

Subconsultant: SunWest Overhead rate 115.00%

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Superintendent	\$64.79	115.00%	10%	\$153.00
Technician	\$62.00	115.00%	10%	\$147.00
Laborer	\$58.38	115.00%	10%	\$138.00
Project Manager	\$65.00	115.00%	10%	\$157.00
Project Assistant	\$43.00	115.00%	10%	\$104.00
Clerical Staff	\$32.00	115.00%	10%	\$77.00
Subject Matter Specialist	\$75.00	115.00%	10%	\$182.00
Permit Runner	\$32.00	115.00%	10%	\$77.00
Executive Staff	\$85.00	115.00%	10%	\$201.00

Subconsultant: VCA Engineers Overhead rate 100.00%

Employee Classification	Direct Labor Rate	Overhead Rate	Profit	Total Loaded Rate
Project Manager	\$75.26	138.00%	10%	\$197.00
Engineer IV	\$70.79	138.00%	10%	\$185.00
Engineer III	\$64.46	138.00%	10%	\$169.00
Engineer I	\$46.57	138.00%	10%	\$122.00

EXHIBIT “C”

City’s Representative:

Ryan McMullen

Airport Noise and Environmental Compliance Officer

(562) 570-2673

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

David J. Jensen