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

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

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

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

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

5 2. TERM. The term of this Agreement shall commence at midnight on
6 August 10, 2020, and shall terminate at 11:59 p.m. on August 9, 2022, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner.

9 3. COORDINATION AND ORGANIZATION.

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

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

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

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

7 5. INSURANCE.

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

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

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

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

7 iii. Professional liability or errors and omissions insurance
8 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

9 iv. Commercial automobile liability insurance (equivalent in
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
11 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
12 combined single limit per accident.

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

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

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

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

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

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

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

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

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

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

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

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

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

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

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Consultant shall cause

1 all work performed in connection with construction of the Project to be performed in
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
3 county or municipal governments or agencies (including, without limitation, all applicable
4 federal and state labor standards, including the prevailing wage provisions of sections 1770
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
6 marshal, health officer, building inspector, or other officer of every governmental agency
7 now having or hereafter acquiring jurisdiction.

8 16. PREVAILING WAGES.

9 A. Consultant agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public
11 Work"), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a "public work" as defined in California Labor Code
14 section 1720.

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

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

1 18. INDEMNITY.

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

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

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

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

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

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

14 21. NONDISCRIMINATION.

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

25 B. It is the policy of City to encourage the participation of
26 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
27 procurement process, and Consultant agrees to use its best efforts to carry out this
28 policy in its use of subconsultants and contractors to the fullest extent consistent

1 with the efficient performance of this Agreement. Consultant may rely on written
2 representations by subconsultants and contractors regarding their status.
3 Consultant shall report to City in May and in December or, in the case of short-term
4 agreements, prior to invoicing for final payment, the names of all subconsultants
5 and contractors hired by Consultant for this Project and information on whether or
6 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

8 22. 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 23. 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 Consultant 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 Engineer at the same address. Notice of change of address shall be given in
12 the 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 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

28 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

1 that Consultant has not employed or retained any entity or person to solicit or obtain this
2 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
3 commission or other monies based on or from the award of this Agreement. If Consultant
4 breaches this warranty, City shall have the right to terminate this Agreement immediately
5 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
6 due under this Agreement or otherwise recover the full amount of the fee, commission or
7 other monies.

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

13 27. CONTINUATION. Termination or expiration of this Agreement shall
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
15 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

27 30. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration of

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

1 this Agreement to examine, audit, inspect, review, extract information from and copy all
2 books, records, accounts and other documents of Consultant relating to this Agreement.

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

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

8 NINYO & MOORE GEOTECHNICAL &
9 ENVIRONMENTAL SCIENCES
CONSULTANTS, a California corporation
10
11 8/28/2020, 2020 By [Signature]
Name Avram Ninyo
Title President

12
13 8/28/2020, 2020 By [Signature]
Name Elaine O. Autus
Title Assistant Secretary

14 "Consultant"

15 CITY OF LONG BEACH, a municipal
16 corporation

17
18 September 14, 2020 By [Signature]
City Manager

19 "City" EXECUTED PURSUANT
20 TO SECTION 301 OF
THE CITY CHARTER.

21 This Agreement is approved as to form on Sept. 9, 2020.

22 CHARLES PARKIN, City Attorney
23 By [Signature]
24 Deputy
25
26
27
28

EXHIBIT “A-1”

Request for Qualifications (RFQ) AP19-133



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

City of Long Beach

Request For Qualifications Number AP19-133

For

Construction Materials Testing and Inspection 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:	10/28/2019
Posting of the Q & A:	11/25/2019
Due Date:	01/07/2020

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

See Section 4 for instructions on submitting SOQ.

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



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

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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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APPENDICES

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



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1. OVERVIEW OF PROJECT

Project Overview

The City of Long Beach ("City"), sponsor for the Long Beach Airport ("Airport"), is soliciting Statements of Qualifications (SOQ) from qualified and experienced professional Consultants to provide Construction Materials Testing and Inspection services for airport development projects. The City encourages businesses of all sizes to participate in this 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 \$1.5M total.

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

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



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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
ASTM	American Society for Testing and Materials
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 management,



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



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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 Material Testing and Inspection 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 Descriptions. The work funded under Federal grant programs, are expected to be accomplished during the course of several grant cycles.
- 3.3 **Material Testing and Inspection Services.** The main category of Consultant services that are utilized for projects conducted under Airport grant programs for this RFQ is Materials Testing and Inspection of Airport construction projects:

The scope of services generally includes, but are not limited to:

- a. Attending preconstruction meetings with the Contractor, Design Team, other Consultants, and the Airport. Review project organization, lines of authority and communication, and project procedures.
- b. Aligning schedule of work performance with the Contractor's schedule for fabrication, inspection, delivery, and installation of equipment, materials, and fixtures.
- c. Coordinating and dispatching qualified personnel to perform quality assurance activities, i.e., material testing and inspection as required and as described in FAA AC 150/5370-10H.
 1. Testing must be performed in full conformance with all FAA requirements and the American Society for Testing and Material (ASTM) standards.



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2. Testing must be performed by testing laboratories which comply with all applicable FAA requirements and ASTM standards.
 3. It is desirable that the consulting firm can dispatch qualified personnel within four (4) hours. Services are requested one day prior and are typically performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday, but may vary depending on time limitations set for the project.
- d. Observing work in progress for conformance with plans, specifications, and schedules. Reporting defects and deficiencies to the City.
 - e. Providing reports of all testing services performed to the Airport's representative and/or other Consultant teams within such timeframe required to avoid any delay in construction.
 - f. At the end of each project, providing a final report including all test results, highlighting tests that failed or did not meet the applicable test standard and note corrective action and retesting result.
 - g. Attending designated progress meetings and other specially called meetings, as determined by the Airport.
 - h. Providing deputy and/or inspection as required by code or contract documents. Deputy inspections shall include, but are not limited to: grading, reinforced concrete, prestressed concrete, masonry, structural steel, steel moment and ductile frames, welding, high strength bolts, epoxy anchors, fireproofing, and structural observation.
- 3.4 **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 is 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.
- 3.5 **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, during the selection process, before the award of contracts. The Airport will provide notification to each firm of the projects they were awarded.



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- 3.6 All prospective Consultants are advised that this RFQ does not guarantee work, and that some of the services may not be required. The City reserves the right to initiate additional procurement action for any of the services included in this RFQ.

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 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 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 9:00 am
Deadline for submitting questions	October 28, 2019 by 4:00 pm
Answers to all questions submitted available	November 25, 2019 by 4:00 pm
Deadline for submission of SOQ	January 7, 2020 by 11:00 am
Evaluation period	January – February 2020
Invitation for Interview Presentations	Week of January 27, 2020
Interview Presentations	Week of February 10, 2020
Selection of Consultant	On or about February 2020

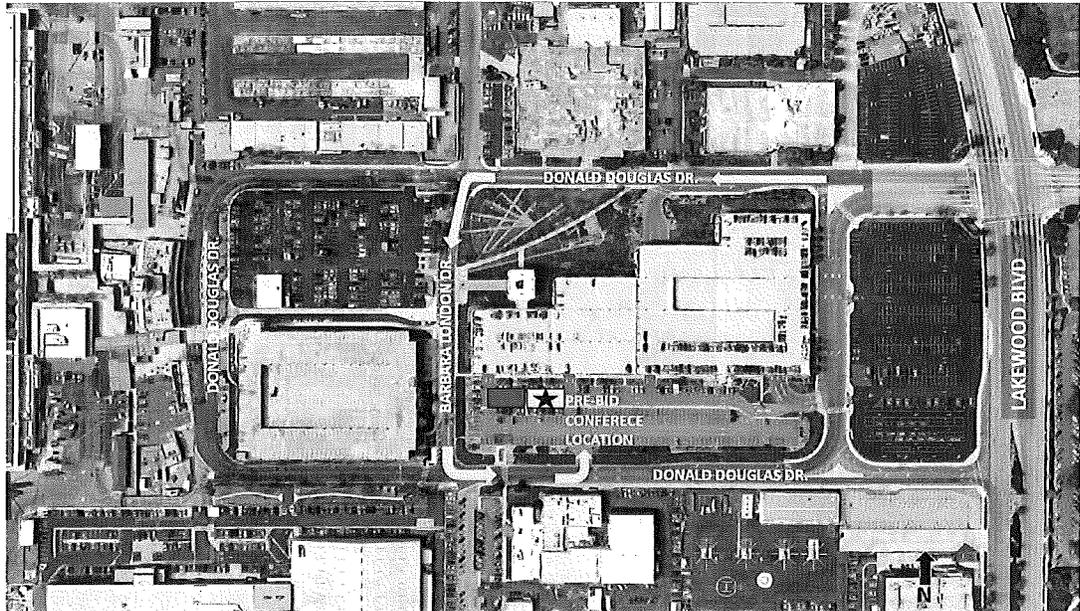
NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.



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4.2.1 Mandatory Pre-SOQ Meeting

A mandatory pre-SOQ meeting is scheduled for **October 16, 2019 at 9:00 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.



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.

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.

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 January 7, 2020.** 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 SOQs shall be submitted in three (3) distinct parts:
- Part One (1)** – Statement of Qualifications
 - Part Two (2)** – City Required Forms
 - Part Three (3)** – Financial Documentation/Statements

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

- 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 Airport construction materials testing and inspection and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.

(20 points)

5.9.2 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.

(15 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 personnel for materials testing and/or 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 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)

5.9.9 Degree of interest shown in undertaking the project and familiarity with and proximity to the geographic location of the project.

(5 points)

Total Possible SOQ Evaluation Score

(100 Points)

5.10 **Pre-Selection Short List Procedure.** Members of the selection committee will rank prospective Consultants by their respective SOQ Evaluation Scores. The selection committee will convene to discuss and evaluate scoring, for purposes of developing pre-selection short lists of the top-ranked Consultants for 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.



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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 project 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. *(25 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. *(25 points)*
- c. Company's organizational and management structure and the team members and key personnel assigned to the management of contract and service delivery. Qualifications and time commitment of the team members proposed for the project. *(25 points)*
- d. A detailed description of the proposed scope of services required for the identified project. *(25 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 materials testing tasks will utilize the Cost Plus Fixed Fee Payment contracting methods; however, specific contracting methods will be agreed upon during contract negotiations.



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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.

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.



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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 prior to negotiating a project design fee. The project scope may be accomplished during a meeting with the Airport Engineer or through investigation and/or study to clearly define the extent of the project. The project scope meeting will offer the opportunity for refinement, amendment, and allow for 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). for Consultant Services Fee-Costs Samples. 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:

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.



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7.2.9 Preparation of forms, letters, documents, and reports.

7.2.10 Coordination with other Consultants and Agencies.

7.2.11 Deliverables.

7.2.12 Data and material furnished by the City.

7.2.13 Testing and commissioning requirements.

7.2.14 City / County requirements.

8. WARRANTY/MAINTENANCE AND SERVICE

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

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Consultant Information

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

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



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- 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 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.



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- 9.2.1.5 Primary Consultant shall not allow any subconsultant to commence work until all insurance required of subconsultant is obtained.

9.3 References

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

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

9.4 Business License

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

For more information, go to www.longbeach.gov/finance/business_license.

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,



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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.

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.



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



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to which a grantee, subgrantee or a Consultant purchases ownership with grant support." The Awarded Consultant shall comply with 25 CFR 85.34.

- 12.8 Drug-Free Workplace – The Awarded Consultant hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Consultant shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit Consultants from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 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.



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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 with the executed contract documents, which includes the following information for each DBE listed:

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

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



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(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.
- 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 produces 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.



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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 two (2) years with three (3) annual renewal options at the discretion of the City. The contract term will not exceed 5 years.

13.2 The City reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

13.3 The City reserves the right to waive informalities and minor irregularities in SOQs received.

13.4 The City reserves the right to reject any or all SOQs received prior to contract award.

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.



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- 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 SOQ in response to this RFQ. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the SOQs or any other such expenses incurred by the Consultant in responding to the RFQ, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 13.15 SOQ will become public record after staff proposes the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law. Each Consultant may clearly label all or part of a SOQ as "CONFIDENTIAL" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The 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



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the awarded Consultant has submitted acceptable evidence of the required insurance coverages.

- 13.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.
- 13.20 Each Consultant must include in its SOQ a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any SOQ. The City reserves the right to reject any SOQ based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Consultant expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded Consultant's SOQ, together with any 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.



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- 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 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.



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

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

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

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

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

- 13.28 **CALIFORNIA WAGE RATE REQUIREMENTS:** Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. This project will be subject the **2019-2 prevailing wage** determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H,



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Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]

- 13.29 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.
- 13.30 CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.
- 13.31** 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.



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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
Long Beach, CA 90802-4664

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Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal corporation

_____, 20__ By _____
City Manager

“City”

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

CHARLES PARKIN, City Attorney

By _____
Deputy



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

Attachment C

Statement of Non-collusion

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

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

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

Authorized signature and date

Print Name & Title



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

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13



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

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

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

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

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



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

Form W-9 (Rev. October 2016) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	---	--

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____ </p> <p>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> </p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	Requester's name and address (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 *How to get a TIN*, later.

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

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
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or					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

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

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

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-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



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

Vendor Application Form

Company Name
 (same as line 1 on W9):

DBA Name
 (same as line 2 on W9):

Federal Tax ID Number (or SSN): leave blank if not applicable
 required (this number is a fed tax ID: SSN:

Web Address:

Purchase Order Address:

Attn:
 City:
 State: Zip Code:

Contact Name:
Email:
Phone Number:
Fax:
Toll Free:

If 'remit to' address is the same as the purchase order address, put SAME in first box only

'Remit to' Address :

Attn:
 City:
 State: Zip Code:

Contact Name:
Email:
Phone Number:
Fax:
Toll Free:

Type of Ownership:

Individual Partnership Corporation LLC Nonprofit Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)

MBE WBE Local DBE Certified SBE Certified Micro

State certification number: _____



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

Attachment F

Secretary of State Certification

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

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

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

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type * Search by Corporation Name Search by LP/LLC Name Search by Entity Number

Search Criteria * Search Filter

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



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

Attachment G

Equal Benefits Ordinance (EBO) Compliance Form

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

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

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

1 2.73.030 Contractors subject to requirements.

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

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

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

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

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

25
26 2.73.040 Non-discrimination in provision of benefits.

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

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

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

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

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

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

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

1 equivalent benefits; or

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

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

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

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

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

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

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

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

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

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

18
19 2.73.050 Required contract provisions.

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

27 ///

28 ///

1 2.73.060 Waivers and exemptions.

2 A. The City may waive the requirements of this Chapter where
3 the City Manager makes one or more of the following findings:

4 1. Award of a contract or amendment is necessary to
5 respond to an emergency;

6 2. The contractor is a sole source;

7 3. The contractor is a non-profit entity as defined in
8 Section 2.73.020, above;

9 4. Non compliant contractors are capable of providing
10 goods or services that respond to the City's requirements;

11 5. The contractor is a public entity;

12 6. The requirements of this Chapter are inconsistent with
13 a grant, subvention or agreement with a public agency;

14 7. The City is purchasing through a cooperative or joint
15 purchasing agreement;

16 8. The contract involves specialized legal services such
17 that it would be in the best interests of the City to waive the requirements of
18 this Chapter, as determined by the City Attorney;

19 9. The contract involves investment of trust moneys or
20 agreements relating to the management of trust assets, City moneys
21 invested in U.S. government securities or under pre-existing investment
22 agreements, or the investment of City moneys where no person, entity or
23 financial institution doing business with the City which is in compliance with
24 this Chapter is capable of performing the desired transactions or the City will
25 incur financial loss if the requirements of this Chapter are enforced;

26 10. After taking all reasonable measures to find an entity
27 that complies with this Chapter, the City may waive any or all requirements
28 of this Chapter for any contract or bid package advertised and made

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 90802-4864

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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

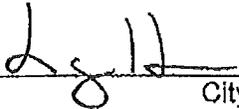
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

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

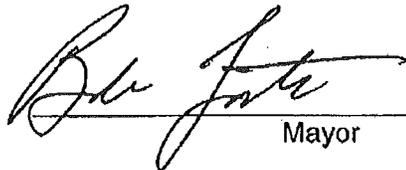
Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

Approved: 12/10/09
(Date)



Mayor



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

Attachment I

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").



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

(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.

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



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

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 Bidders

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 – RFQ SUBMITTAL

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

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

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

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

DBE RACE-NEUTRAL PARTICIPATION LISTING – RFQ SUBMITTAL

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

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

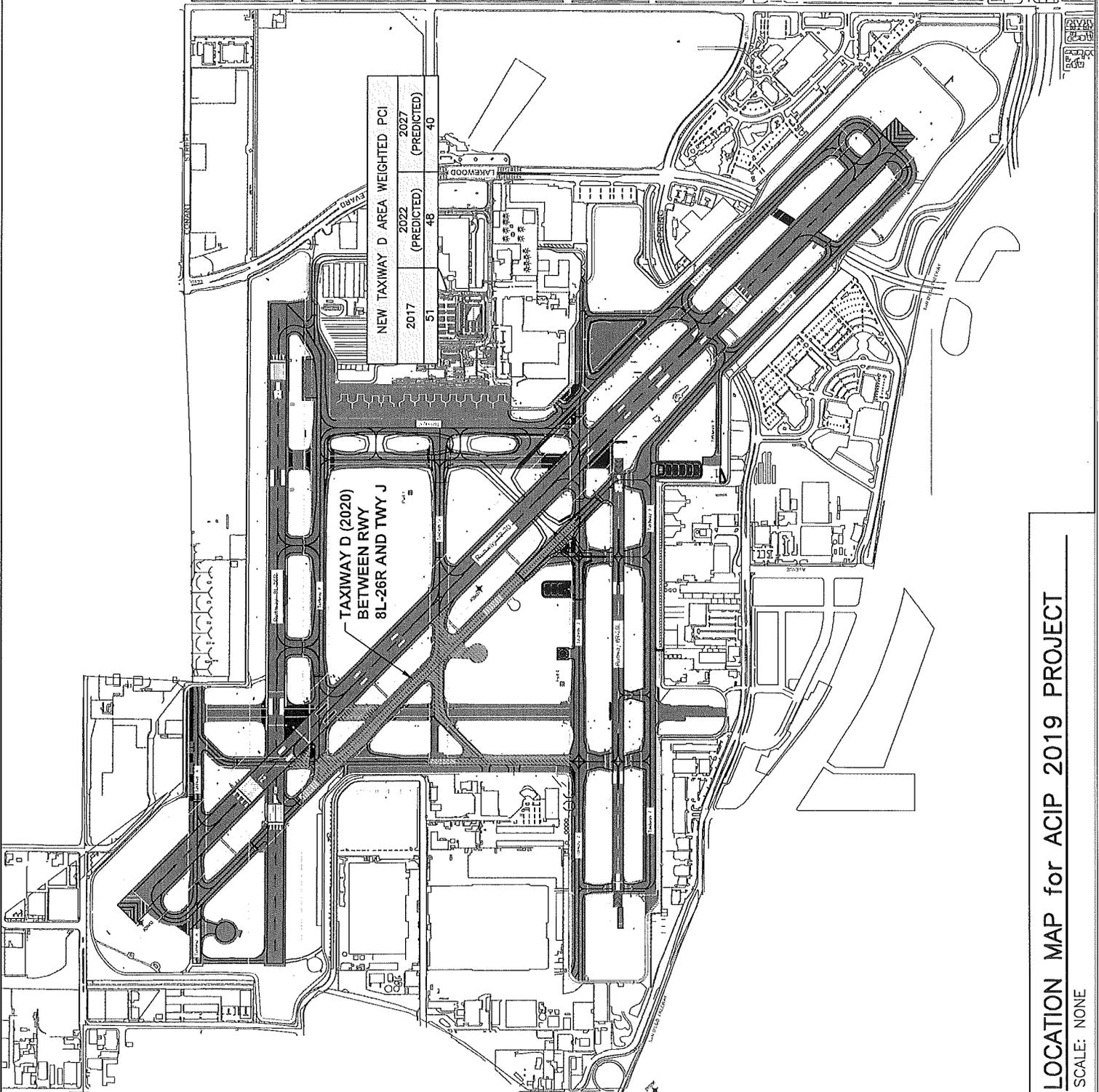
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Appendix A

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

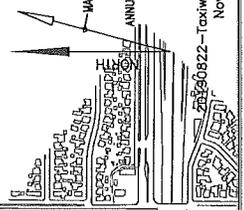
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Airport Name		Long Beach Airport (LGB)		Fiscal Year 2019	
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	Taxiway D Rehabilitation between Runway 8L-26R and Taxiway J (National Priority Rating Code: SA TW IM/SF/SZ = 66)			
		Administration / Design (10%)	\$365,894	\$37,695	\$403,589
		Construction	\$3,658,939	\$376,952	\$4,035,892
		Construction Engineering/Inspection (12%)	\$439,073	\$45,234	\$484,307
		TOTAL	\$4,463,906	\$459,882	\$4,923,788
* D - Development; P - Planning; E - Environmental					
PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS					
Detail Project Description (Square/Lineal Footage or Length/Width)					
<p>Taxiway D Rehabilitation - Approximately 500,000 sf of Taxiway D pavement requires rehabilitation. The mid section of Taxiway D between Runway 8L-26R and Taxiway J will be milled 3" and overlaid with Asphalt Concrete (AC) pavement. This pavement area was last reconstructed in 1994 and had a 2017 PCI of 51. It is projected to have a PCI of 48 in 2019. The project includes improvements and modifications to shoulders, adjacent infield areas, pavement markings, lighting, signage, and drainage systems. Resurfacing of the connecting Midfield Engine Runup Pad will also be performed. This section of Taxiway D is typically utilized by general aviation, FBO FedEx, and as an alternative commercial taxi route when Taxiway L is unavailable. This rehabilitation will assist in continued extension of pavement life.</p> <p>Also included will be the removal of approximately 45,000 sf of Runway 16R-34L pavement (between TWY D and RWY 12-30, including shoulders). Approximately 25,000 sf of Taxiway B pavement (between TWY K and RWY 12-30, including shoulders) will be removed. In addition, the west section of Taxiway G between Taxiway D and Taxiway B will be milled 6" and overlaid with AC pavement. The shoulders within this section of Taxiway G will be fully reconstructed. Approximately 100,000 sf of Taxiway B (between Taxiway G and Taxiway J) will be milled 3" and overlaid with AC. The project will enhance airfield safety, address complex taxiway geometry, and preserve capacity.</p>					
Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)					
Grant Application	DEC 2019	Grant Execution	JUL 2020		
Bid Opening	MAY 2020	Construction Commencement	OCT 2020		
Grant Offer	JUN 2020	Construction Completion	FEB 2021		
NEPA Environmental Status (With grant application include copy of ROD, FONSI or CATEX letter of approval)					
CATEX documentation will be completed and submitted to the FAA for a determination on the Taxiway D Rehabilitation project prior to submission of the grant application.					
Date of Last ALP Approval Depicting Proposed Projects					
July 6, 2017					
Land Title Status & Date of Exhibit "A" Status				Date	
Exhibit "A" Property Map Drawing No new RW is required for this project.				June 18, 2012	
Open AIP Funded Projects (include grant number and grant description)					Expected Close-out Date
3-06-0127-043-2015	Geometry Study Phase 2				DEC 2018
3-06-0127-044-2017	Runway 7R-25L Improvements				JUNE 2019
Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.					
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)	



TAXIWAY D (2020)
BETWEEN RWY
8L-26R AND TWY J

NEW TAXIWAY D AREA WEIGHTED PCI			
2017	51	2022 (PREDICTED)	48
		2027 (PREDICTED)	40



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)

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.

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.

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

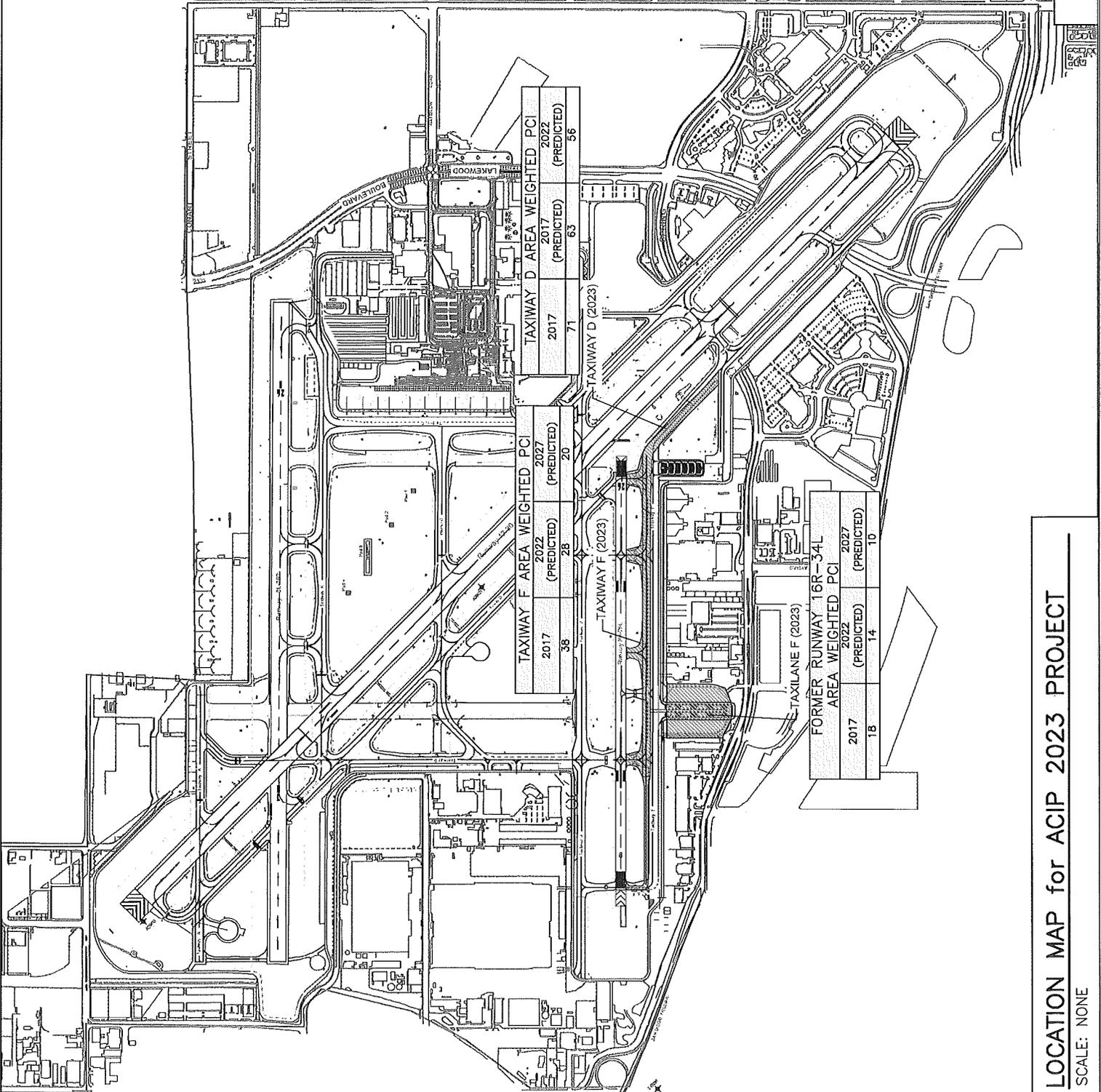
3-06-0127-043-2015	Geometry Study Phase 2	DEC 2018
3-06-0127-044-2017	Runway 7R-25L Improvements	JUNE 2019

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	Contact Phone (Print or Type)
Date	

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)		

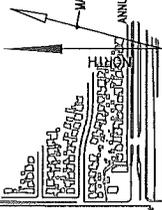
Airport Name		Long Beach Airport (LGB)	Fiscal Year 2023		
Shown On ALP	Project Type*	Project Description	Federal Share	Local Share	Total
Yes	D	AGS Phase 5 - Taxilane F Reconstruction [Former Rwy 16R] (National Priority Rating Code: SA TW IM/SF/SZ = 89)			
		Administration / Design (15%)	\$167,336	\$17,239	\$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			Contact Phone (Print or Type)		
Date					



TAXIWAY F AREA WEIGHTED PCI			
2017	38	2022 (PREDICTED)	28
2027 (PREDICTED)	20		

TAXIWAY D AREA WEIGHTED PCI			
2017	71	2022 (PREDICTED)	63
2027 (PREDICTED)	56		

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



MAGNETIC VARIATION: 13.48 48°
 30 JANUARY 1982
 ANNUAL RATE OF CHANGE: 0.01730 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 Treatments

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

Part 9 – Miscellaneous

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

Part 10 – Fencing

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

Part 11 – Drainage

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

Part 12 – Turfing

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

Part 13 – Lighting Installation

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

Wildlife Fence Details

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

www.faa.gov/airports/engineering/construction_standards/media/Detail-F-164-2-Typical-Wildlife-Exclusion-Fence-Ditch-Crossing-Model.dwg

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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](#)

(www.faa.gov/about/office_org/headquarters_offices/arp/offices/aas/aas100).

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

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

Active Engineering Briefs

EB No. (View EB)	Description	Date
Full Set (www.faa.gov/airports/engineering/engineering_briefs/media/eb-zip.zip). (Zip, 16.3 MB)	Download the Full Set of Engineering Briefs as a Zipped File	May 13, 2019
EB101	Internal Use	
EB100 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-100-holding-position-signs.pdf). (PDF)	Holding Position Sign for Runway Approach/Departure Areas	May 13, 2019
EB99 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-99-Airport-Design-Tables-3-2-and-3-4.pdf). (PDF)	Changes to Tables 3-2 and 3-4 of Advisory Circular 150/5300-13A, Airport Design Note: Editorially updated 9/24/2018 to correct metric equivalent in Table 3-2, column C, rows 4 and 5.	Sept. 20, 2018
EB98 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-98-NVG.pdf). (PDF)	Infrared Specifications for Aviation Obstruction Light Compatibility with Night Vision Goggles (NVGs)	Dec. 18, 2017
EB97 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-97-aeroMACS.pdf). (PDF)	Guidance for AeroMACS Installation by the Airport Operator	June 3, 2016
EB95 (www.faa.gov/airports/engineering/engineering_briefs/media/eb-95-pap-vgsi.pdf). (PDF)	Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide Slope Indicators (VGSIs) Note: We have removed the note from paragraph 8.2. PAPIs installed per FAA siting criteria are exempt from the 7460 process. (updated 3/29/2018)	Dec. 19, 2017
EB94 (www.faa.gov/airports/engineering/engineering_briefs/media/EB-94-B-777-9-folding-wingtips.pdf). (PDF)	Accommodating the Boeing B-777 Folding Wingtip 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/go/document.current/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, *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the Sponsor and the consultant.
 3. Construction Administration - The engineer will provide general consultation and advice to the Sponsor during the construction phase of the project. The engineer will provide general coordination between the Sponsor, the state, and the FAA during the construction phase of the project. The engineer will assist the Sponsor with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Sponsor as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the Sponsor, the FAA, and the state.
 - a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.
 - b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
 4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the Sponsor and representatives of the electrical and structural divisions. The engineer's representatives will meet with the representatives of the Sponsor and the consultant to discuss the project's progress and to identify areas of concern to facilitate the construction.
 5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Sponsor, the FAA, the state, the resident engineer, and the consultant. The engineer will

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

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

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

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

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

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

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

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

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

Appendix F

(Consultant Services Fee-Costs Sample)

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CONSULTANT SERVICES FEE/COSTS SAMPLE

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

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

REIMBURSABLE EXPENSES ARE PASS-THROUGH COSTS NOT SUBJECT TO MARKUP

Total Salary Costs = \$0.00
Profit (Labor Costs) = \$0.00

NON-SALARY COSTS					
A. Reimbursable Expenses					
	Quantity	Unit	Rate	Subtotal	
Mileage	0	Milas	\$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	

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

Total Direct Non-Salary Costs = \$0.00

TOTAL FEE FOR SERVICES = \$0.00

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Appendix G

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

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

ACCESS TO RECORDS AND REPORTS

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

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

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

Timetables

Goals for minority participation for each trade:	28.3 %
Goals for female participation in each trade:	6.9%

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

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

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

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

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements:

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

4. Subcontractors.

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

COPELAND "ANTI-KICKBACK" ACT

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

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

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

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CERTIFICATION REGARDING LOBBYING

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

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

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

PROHIBITION OF SEGREGATED FACILITIES

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

RIGHTS TO INVENTIONS

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

SEISMIC SAFETY

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

October 11, 2019

NOTICE TO RESPONDENTS

ADDENDUM NO. 1

RFQ No. AP 19-133

Construction Materials Testing and Inspection Services for Various Development Projects at Long Beach Airport

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to provide the following changes to the RFQ:

- Whereas Section 1. Overview of Project states Taxiway and Taxilane F Reconstruction, it should state: **Taxiway and Taxilane F Reconstruction, and Taxiway D Realignment (between Taxiway E and Taxiway F)**
- **Section 1. Overview of Project:** Phase II Terminal Area Improvements Project shall be added
- **Appendix A:** Taxiway D Realignment ACIP Sheet shall be added and is provided attached to this addendum.
- **Appendix A:** Taxiway F ACIP Sheet shall be added and is provided attached to this addendum.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY:

Company Name

Print Name

Title

Signature

Date

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 - Taxiway D Realignment & Reconstruction Between TWY E and TWY F (National Priority Rating Code: SA TW IM/SF/SZ = 89)			
		Administration / Design (15%)	\$489,496	\$50,429	\$539,925
		Construction	\$3,263,307	\$336,193	\$3,599,500
		Construction Engineering/Inspection (15%)	\$489,496	\$50,429	\$539,925
		TOTAL	\$4,242,299	\$437,051	\$4,679,350
* 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 - Taxiway D Realignment Between TWY E and F - As part of the fifth phase of the implementation of the safety and standardization recommendations contained in the Airfield Geometry Study (AGS), Taxiway D will be realigned between TWY E and TWY F to the proper separation (400-ft) from primary Runway 12-30. Approximately 125,000 sf of taxiway pavement (1,000' x 125', including shoulders) along with a 70,000 sf run-up area will be reconstructed. The run-up area will be located at the intersection of Taxiway D and Taxiway F. The project includes improvements to pavement marking, lighting, signage, and drainage systems. AIP and future PFC funds will be used.</p> <p>Taxiway D between TWY E and TWY F was last rehabilitated in 1994. A PMMS report completed in August 2017 determined the area-weighted PCI for Taxiway D to be 71, with a 2022 predicted area-weighted PCI of 63. Improvements to Taxiway D will address the national priority of standardized airfield taxiways, preserve safety, 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 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 D Realignment & Reconstruction between TWY E and TWY F 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.					
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)		

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 - Taxiway F Realignment & Reconstruction (National Priority Rating Code: SA TW IM/SF/SZ = 89)			
		Administration / Design (15%)	\$1,674,921	\$172,554	\$1,847,475
		Construction	\$11,166,139	\$1,150,361	\$12,316,500
		Construction Engineering / Inspection (15%)	\$1,674,921	\$172,554	\$1,847,475
		TOTAL	\$14,515,981	\$1,495,469	\$16,011,450
* 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 - Taxiway F Realignment & 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 reducing the width of Taxiway F from 100-ft to 75-ft to maintain visual conspicuity and differentiation from Runway 25L [26L] as seen from the air. The centerline alignment will be relocated approximately 60 feet north to maximize separation and enable construction of islands between Taxiway F and the adjacent leasehold aprons. Approximately 550,000 sf of taxiway pavement (4,150' x 125', including shoulders) will be reconstructed. Approximately 70,000 sf of taxiway pavement (including shoulders) will be removed. The project includes improvements to pavement marking, lighting, signage and drainage systems. AIP and future PFC funds will be used.</p> <p>Taxiway F serves as access to cargo and military aircraft companies as well as the majority of the 300,000 general aviation operations at the Airport. Taxiway F was last rehabilitated in 1991 and slurry sealed in 2018. A PMMS report completed in August 2017 determined the area-weighted PCI for Taxiway F to be 38, with a 2022 predicted area-weighted PCI of 20. 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.					
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)		



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

November 25, 2019

NOTICE TO RESPONDENTS

ADDENDUM NO. 2: Q & A

RFQ No. AP19-133

**Construction Materials Testing & Inspection Services for Various Development Projects
at Long Beach Airport**

This addendum changes and supersedes the language in the original RFQ. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to provide the following:

- Attachment J - Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions. Consultants shall complete and submit with City Required Forms.
- Long Beach Airport ALP (2017)
- Long Beach Airport PMMS Report (2019)

The following shall be added as the page limitations of the Statement of Qualifications (SOQ):

- Narrative/Technical SOQ shall be limited to 30 pages.
- SOQ shall be clear and concise.
- SOQ shall be prepared on size 8 ½" x 11". 11"x17" sheets may be included but shall count as two pages.
- SOQ shall use a minimum of 11-point fonts, excluding captions for graphics
- SOQ shall include divided sections. (One for each section, dividers are not part of the 30 pages)
- Detailed resumes attached as an appendix do not count toward page totals but shall not exceed two pages per person and twenty pages total.
- Each page of the SOQ shall be identified with the Proposer's Name, RFQ Number, and page number.

Question and answer:

1. Q: Regarding the Request for Qualifications Number 19-133 for Construction Material Testing and Inspection Services for various Development projects at Long Beach Airport; could you please clarify if a consultant may present qualifications as Prime Consultant and at the same time be a sub-consultant on other teams to assist on the SB participation requirements?

A: The RFQ contains a prohibition against collusion with other prospective proposers. Please refer to Section 13.11 of the RFQ. A prime consultant submitting SOQ would be violating its non-collusion statement if that same consultant had negotiated an arrangement where it was part of another competing submission.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY:

Company Name

Print Name

Title

Signature

Date

EXHIBIT “A-2”

Consultant’s Proposal



Geotechnical & Environmental Sciences Consultants

April 21, 2020
Proposal No. 04-02644

Sokunthea Kol
City of Long
Purchasing Division
411 W. Ocean Boulevard, 6th Floor
Long Beach, California 90802

Subject: Proposal and Proposed Approach
Taxiway L Reconstruction Project
Long Beach Airport

Reference: City of Long Beach, Long Beach Airport, 2018, Notice, RFQ No. AP19-133,
Construction Materials Testing and Inspection Services for Various Development
Projects at Long Beach Airport, dated April 8.

Dear Ms. Kol:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) is pleased to submit this proposal and approach for construction materials and inspection services to the City of Long Beach (City) at Long Beach Airport for the Taxiway L Reconstruction project. We have prepared this proposal based on our review of the City's referenced Notice, RFQ No. AP19-133, dated April 8, 2020, and our experience on similar airport projects in southern California. We understand that this project will be executed in accordance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The Taxiway L Reconstruction project is based on the results and recommendations of a 2017 Pavement Maintenance Management System (PMMS) report. We understand that the last rehabilitation of Taxiway L occurred in 2006. Subsequently, the taxiway has experienced pavement distress, which has accelerated over time due to inadequate compaction particularly in the areas of Lakewood and Spring Street tunnels. Consequently, Long Beach Airport (LGB) has performed emergency repairs along surficial pavement areas to mitigate development of Foreign Object Debris (FOD). The planned Taxiway L reconstruction project will consist of reconstructing 337,500 square feet (SF) of P-501 Portland Cement Concrete (PCC) Pavement and 225,000 SF of asphalt pavement. We anticipate that the asphalt pavement areas will be constructed using P-401 asphalt mix as the surface course in the primary taxiway portion and P-403 asphalt mix as the base course and/or shoulder pavements. Other project improvements include pavement markings, lighting, signage, and drainage systems. Drainage system improvements consisting of under-drain facilities will be installed at portion of the taxiway between the underpasses and adjacent to them. We

understand the purpose of the planned drainage systems is to mitigate subgrade saturation due to groundwater accumulation at the underpasses. The planned project will be constructed in accordance with FAA Advisory Circular (AC) 150/5370-10H for Standard Specifications for Construction of Airports, dated December 21, 2018. The purpose of our services will be to provide quality assurance materials testing and inspection services during the re-construction of Taxiway L and associated site improvements. We understand that the general contractor will provide quality control testing.

PROJECT APPROACH

Ninyo & Moore has developed a well-established process to service on-call, task order-based contracts such as the on-call materials testing and inspection contract with Long Beach Airport. This process has been refined over the last 20 years and allows Ninyo & Moore to provide the requested services to clients on multiple, simultaneous task orders, on schedule and within budget. Project requirements are met and closeout documentation is generated to demonstrate successful project completion.

Our approach is centered on our project manager, Mr. Garreth Saiki, who will coordinate the requested services and will assign the qualified and certified personnel to perform the required tasks. This approach includes meeting with the City representatives to discuss upcoming projects and the anticipated services required for those projects. We will review the project plans and provide a detailed scope of work and estimated cost based on our understanding of the services required and our approved rate schedule.

Upon written approval of our scope of work and budget, we will commence our services upon notice to proceed. Coordination of our services will be performed with the City representatives, and updates of our progress will be performed via e-mail and telephone calls. Field inspection and testing daily reports will be submitted to the client at the end of each work shift. Laboratory testing results will be submitted by e-mail, and/or hard copy, as requested by the client, within 24 hours after the completion of the test. The City representative will be notified immediately, via phone and/or e-mail of failing or non-conforming laboratory test results.

Monthly progress status reports will be submitted summarizing the work performed for each specific project or task order and will be accompanied by our monthly invoice. When additional services are requested outside of our original scope of services, we will notify the City in writing and detail the services requested and our estimated cost. Upon written approval from the City, we will commence with the additionally-approved extra work.

The following bullets describe each step of our typical project approach as it applies to the specific project described in Appendix A of the RFP.

- **Refine the Scope of Work** – The initial step in our approach is to meet with the City project manager in order to refine our understanding of the project and our expected services. This could include obtaining the latest set of plans, project specifications and all applicable geotechnical reports. We will review the approved project documents and evaluate and develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services and submit to the City project manager for approval.
- **Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs. For example, on this sample project, we will have experienced field technicians to sample and test the subgrade (P-152), lime-treated soils (P-155), aggregate base (P-208 and P-209), and asphalt concrete pavement (P-401 and P-403). For the Portland Cement Concrete (PCC) pavement, we will have field technicians certified with the American Concrete Institute (ACI) to sample and test the concrete. Should we need special deputy inspectors, we will verify that they are registered with the City of Long Beach as special inspectors. Our laboratory staff has all of the qualifications for the proposed work, including demonstrated capability in performing AASHTO and ASTM test methods, as well as holding ACI and Caltrans certifications. Our large pool of licensed professional geotechnical engineers, civil engineers, and certified engineering geologists will be utilized for addressing geotechnical and/or materials engineering issues during the course of the project. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.
- **Sampling Protocol, Forms, and Document Control** – We will next establish the sampling protocols and test report forms required for the project, based on the project specifications and the requirements of the Airport, City Building Code, and other governing specifications. As an example, during our work with the Port of Long Beach, we developed customized reporting forms for their asphalt testing at the Pier E Terminal Container/Intermodal Yard based on the project requirements. Our in-house Dropbox document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. We have also used, and integrated with, clients' project control or document control system. We have used Oracle Unifier at John Wayne Airport since they first implemented the software. We are also familiar with other systems such as Procore which we've used at several school districts, and Submittal Exchange.

- **Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized City representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. We will also provide the project team with our personnel’s mobile telephone numbers, and e-mail addresses for communication during the project. We will also establish the communication lines between the City’s project manager, construction manager, and the contractors’ and sub-contractors’ representatives.
- **Perform Field and Laboratory Testing** – When construction commences, we will provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor’s construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified. The results of our inspections and tests will be forwarded to the City representatives at the end of each working day. Immediate notification will be provided by phone, e-mail, and/or fax if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of Los Angeles, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), and Caltrans. We are very familiar with testing of FAA materials from our many years working at airports such as John Wayne, LAX, Van Nuys, and San Bernardino. For example, we know that under the Marshall method, the asphalt sample must be tested right away. We have done this at the Port of Long Beach where we had runners constantly go back and forth between the Port and our Irvine laboratory to bring hot asphalt samples to our lab for testing. If necessary, such as for our asphalt overlay project at NAS El Centro, we setup a mobile laboratory to perform on-site testing for Marshall unit weight, theoretical unit weight, air voids, and core densities.
- **Utilize Our Project Controls** – Ninyo & Moore utilizes an internal project control system that helps our project manager monitor project budget, schedule, and documentation. We will use our in-house system to keep the City project manager informed about the status of our services during construction. These systems include our Vision accounting software that helps us track our budgets in real-time and provides weekly summaries and monthly invoices. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. We have

our in-house Sample Log-in program that allows us to track the progress of our laboratory testing and keeps a record of the tests performed for tracking of results and for accurate invoicing. Finally, we utilize in-house schedule software called MISTIE that helps us track our field inspection visits every day.

- **Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California-licensed Engineer and include review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California-licensed Engineer prior to submittal.
- **Reports** – We will submit our written reports, including field inspection reports and laboratory test report during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project closeout purposes.
- **Project Closeout** – The final step in our approach is the close out of the project where we provide the project documentation, as it relates to materials testing and inspection, to the Airport and City. If needed, a final closeout letter summarizing all of the inspections and tests performed and stamped by our engineer can also be provided.

SCOPE OF SERVICES

Our services will be performed in general accordance with the California Code of Regulations Title 24 and **FAA AC 150/5370-10H**. Based on our understanding of the proposed construction, our experience with similar projects, and our review of Attachment A of the RFQ, we propose to provide the following scope of services:

LABORATORY TESTING SERVICES

SUBGRADE SOILS (P-152)

- Laboratory testing of subgrade soils including but not limited to P-152 native subgrade soils for laboratory compaction characteristics in accordance with ASTM D1557 specified for aircraft with gross weights greater than 60,000 pound for determination of maximum dry density and optimum moisture content, and, if needed, oversize corrections.

CONTROLLED LOW-STRENGTH MATERIAL (CLSM) (P-153)

- Laboratory testing of P-153 Controlled Low-Strength Material (CLSM) for compressive strength in accordance with ASTM D4832, as requested.

LIME-TREATED SUBGRADE SOILS (P-155)

- Laboratory testing of P-155 lime-treated subgrade soils for laboratory compaction characteristics in accordance with ASTM D698 for determination of maximum dry density and optimum moisture content.

AGGREGATE BASE MATERIALS (P-208, P-209)

- Laboratory testing of P-208 aggregate base and P-209 crushed aggregate base materials for laboratory compaction characteristics in accordance with ASTM D1557 specified for aircraft with gross weights greater than 60,000 pounds for determination of maximum dry density and optimum moisture content, and, if needed, oversize corrections.

ASPHALT MIX MATERIALS (P-401 and P-403)

- Laboratory testing of P-401 and P-403 asphalt mix materials within sublots between 400 to 600 tons, including:
 - Percent air voids for each subplot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6926/D6925.
 - Bulk specific gravity of mat and joint cores in accordance with ASTM D2726.
 - Theoretical maximum density (TMD) in accordance with ASTM D2041.
 - Percent compaction (relative compaction) of in-place asphalt mat and joint density using mat and joint field cores.
 - Acceptance criteria will be based on Section 401-6.2 of AC 150/5370-10H. Evaluation of specification tolerance limits (L) for lower and (U) for upper in accordance with Table 5/Section 401-6.3 of AC 150/5370-10H.

PORTLAND CEMENT CONCRETE (PCC) MATERIALS (P-501)

- Laboratory testing, including compressive strength testing of P-501 PCC materials consisting of the average of two (2) specimens from each subplot between 400 to 600 cubic yards in accordance with ASTM C39.
- Laboratory testing, including flexural strength testing of P-501 PCC materials consisting of the average of two (2) specimens from each subplot between 400 to 600 cubic yards in accordance with ASTM C78, as requested.
- Laboratory thickness measurements of P-501 cores by average caliper measurements in accordance with ASTM C174, including a photographed report. Cores will be provided by the contractor at a frequency of one core for each subplot.
- Strength and thickness acceptance criteria will be based on Section 501-6.6 of AC 150/5370-10H.

- Preparation and engineering review of laboratory testing reports and submittal of reports to the Airport.
- Perform other laboratory tests, as requested by the Airport.

GEOTECHNICAL TESTING, MATERIALS TESTING, AND INSPECTION SERVICES DURING EARTHWORK AND PAVEMENT CONSTRUCTION

- Field Engineer/Geologist support for inspection of excavations and remedial removal bottoms and to provide written recommendations, if needed.
- Field observation and inspection services of contractor's procedures, materials, and methods during construction activities for compliance with project specified documents.

SUBGRADE SOILS (P-152)

- Field compaction testing, moisture content testing, and thickness determination during subgrade preparation, as specified:
 - Minimum 100 percent relative compaction of maximum dry density (ASTM D1557) to a depth of 12 inches in under areas to be paved.
 - Minimum 95 percent relative compaction of maximum dry density (ASTM D698) to a depth of 12 inches in subgrade areas outside limits of the pavement areas.
 - +/- 2% of optimum moisture content before compaction.
 - Frequency of compaction tests and moisture content tests by square yard of subgrade to be determined.
 - In-place density shall be determined either by either Sand-Cone Method (ASTM D1556) or Nuclear-Gauge Method (ASTM D6938). Moisture content testing shall be determined by ASTM D6938.

CONTROLLED LOW-STRENGTH MATERIAL (CLSM) (P-153)

- Inspection of batch tickets provided by the contractor to confirm that the delivered material conforms to the mix design.
- Observation of placement of CLSM material and sampling of CLSM material for laboratory compressive strength testing, as requested.

LIME-TREATED SUBGRADE SOILS (P-155)

- Field compaction testing and thickness determination during lime-treated subgrade preparation on an area basis, as specified:
 - Minimum 95 percent relative compaction of maximum dry density (ASTM D698).
 - Thickness of the course shall be within +0 and -1/2 inch of the specified thickness as determined by the depth tests taken by the contractor.

- Testing frequency shall be a minimum of one compaction and thickness test per 1000 square yards of lime treated subgrade, but not less than four (4) tests per day of production.
- Monitor spread rates and hydration time during lime treatment, as requested.
- Sampling location will be determined on a random basis per ASTM D3665.
- In-place density shall be determined either by either Sand-Cone Method (ASTM D1556) or Nuclear-Gauge Method (ASTM D6938).

AGGREGATE BASE MATERIALS (P-208, P-209)

- Field compaction testing, moisture content testing, and thickness determination during subgrade preparation, as specified:
 - Minimum 100 percent relative compaction of maximum dry density (ASTM D1557).
 - Thickness measurements shall be performed by test holes at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and - 1/2 inch of the specified thickness as determined by depth tests taken by the contractor.
 - Testing frequency shall be a minimum of two tests for density and thickness for each 1200 square yards.
 - Sampling location will be determined on a random basis per ASTM D3665.
 - In-place density shall be determined either by either Sand-Cone Method (ASTM D1556) or Nuclear-Gauge Method (ASTM D6938). Moisture content testing shall be determined by ASTM D6938.

ASPHALT MIX MATERIALS (P-401 and P-403)

- Observation and inspection of asphalt construction operations including during milling and asphalt placement.
- Field sampling and testing of P-401 and P-403 asphalt mix materials within sublots between 400 to 600 tons, as specified:
 - Sampling of asphalt on a subplot basis in accordance with ASTM D3665 and ASTM D979 at the job site for laboratory percent air voids testing.
 - Sampling of 5-inch diameter asphalt cores on a subplot basis in accordance with ASTM D5361 for in-place mat and joint density testing, including examination of bond integrity between asphalt layers.
 - Thickness inspection of each lift of surface course using asphalt cores extracted for density testing. The maximum allowable deficiency at any point will not be more than ¼ inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness.

PORTLAND CEMENT CONCRETE (PCC) MATERIALS (P-501)

- Collect and verify batch tickets from concrete trucks for compliance with project documents.

- Sampling and testing of concrete for strength and thickness based on a subplot basis between 400 to 600 cubic yards.
 - Sampling (casting) of two P-501 cylinders and/or two P-501 beams from each subplot for laboratory compressive and flexural strength testing, respectively, in accordance with ASTMs C31, C172, including testing for slump, air content, unit weight, and temperature for each set of strength specimens.
 - Sampling of cores extracted by the contractor at a frequency of one core for each subplot for laboratory thickness measurements.
- Preparation of daily reports, test data sheets, and field memoranda to document the items inspected.
- Sample pick-up and transportation of construction materials and field specimens from onsite locations for laboratory testing.
- Provide other inspection services as requested by the Airport.

DOCUMENT CONTROL, PROJECT MANAGEMENT, CONSTRUCTION MEETINGS, AND TECHNICAL SUPPORT

- Project coordination, technical support, and management, including review of the project plans and specifications, distribution of test reports, and work scheduling.
- Distribution of daily reports to the Airport on a daily basis.
- Submittal of laboratory test reports to the Airport within 24-hours of completion.
- Review of submittals for quality control manual, CLSM, lime treated subgrade soils, aggregate base materials, asphalt mix materials, PCC, and for other as-needed materials.
- Attendance at pre-construction meetings, on-site construction activities, weekly meetings, and other as-needed field meetings.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



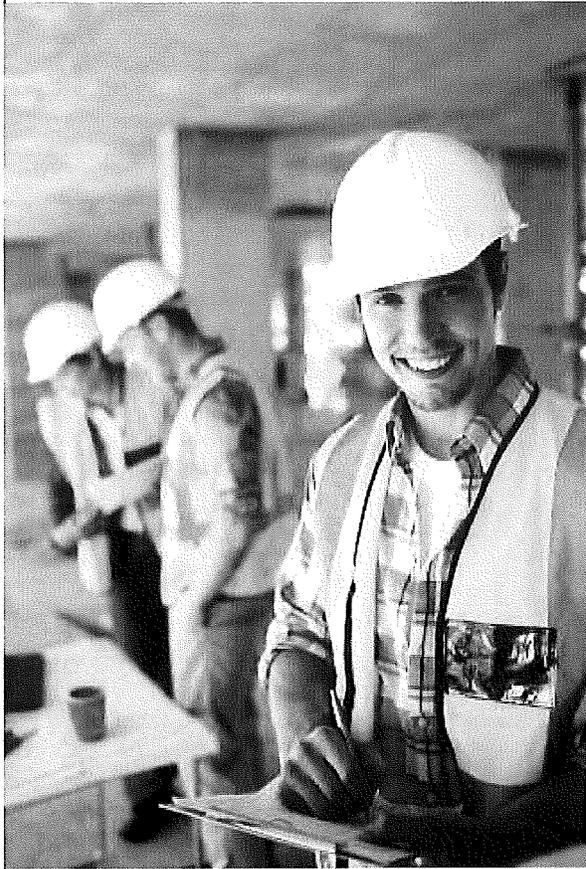
Kurt S. Yoshii, PE, GE
 Principal Engineer

RAH/GMS/KSY/rad

Distribution: (1) Addressee (via e-mail)



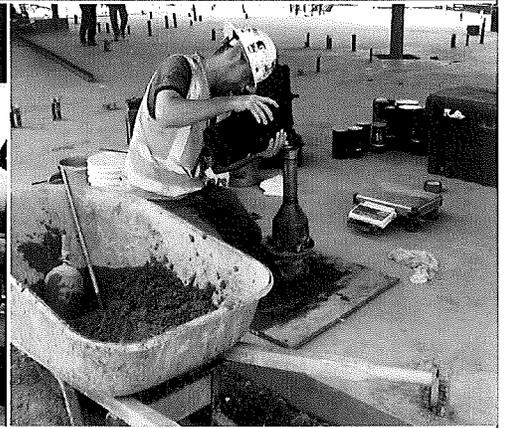
City of Long Beach
Purchasing Division
411 W. Ocean Boulevard, 6th Floor
Long Beach, California 90802



Qualifications to Provide

Construction Materials Testing and Inspection Services for Various Development Projects at Long Beach Airport

RFQ Number AP19-133



January 7, 2020
Proposal No. P04-02644

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants



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

City of Long Beach

Request For Qualifications Number AP19-133

For

Construction Materials Testing and Inspection 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:	10/28/2019
Posting of the Q & A:	11/25/2019
Due Date:	01/07/2020

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

See Section 4 for instructions on submitting SOQ.

Company Name Ninyo & Moore Contact Person Kurt S. Yoshii, PE, GE

Address 475 Goddard, Suite 200 City Irvine State Ca Zip 92618

Telephone (949) 753.7070 Fax (949) 753.7071 Federal Tax ID No. [REDACTED]

E-mail: kyoshii@ninyoandmoore.com

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

I have read, understand, and agree to all terms and conditions herein. Date 1/7/2020

Signed *K.S. Yoshii*

Print Name & Title Kurt S. Yoshii, PE, GE, Principal Engineer

Rev 2016 0919

January 7, 2020
Proposal No. 04-02644

City of Long Beach
Purchasing Division
411 W. Ocean Boulevard, 6th Floor
Long Beach, California 90802

Subject: **Construction Materials Testing and Inspection Services for
Various Development Projects at Long Beach Airport
City of Long Beach RFQ Number AP19-133**

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) is pleased to submit our Statement of Qualifications (SOQ) to provide construction materials testing and inspection services to the City of Long Beach (City) at Long Beach Airport for various development projects. We have prepared this submittal based on the City's Request for Qualifications (RFQ) Number AP19-133 released October 3, 2019, Addendum No. 1 issued October 11, 2019 and Addendum No. 2 issued November 25, 2019.

We have assembled a team of professionals that have provided similar on-call construction materials testing and inspection services for the past several years. Some of the advantages that our team brings to the City include:

CITY OF LONG BEACH EXPERIENCE: Ninyo & Moore and its dedicated, professional staff has decades of experience providing construction materials testing and inspection services to public sector agencies, including on-call/as-needed contracts with the City of Long Beach, Port of Long Beach, Long Beach Unified School District, Long Beach Community College District, John Wayne Airport, Los Angeles World Airport, City of Los Angeles Bureau of Engineering, County of Los Angeles, Department of Public Works, Los Angeles Metropolitan Transportation Authority (METRO), and hundreds of other city, county, regional, state, and federal agencies.

FAA EXPERIENCE: Ninyo & Moore has worked at every major commercial airport in southern California, including John Wayne Airport, Los Angeles International Airport, Ontario International Airport, San Diego International Airport, Long Beach Airport, Hollywood Burbank Airport, San Bernardino International Airport, and Palm Springs International Airport. We have also worked at San Francisco International, Oakland International and San Jose International Airports in northern California, as well as at smaller municipal airports, including the Compton/Woodley Airport and Van Nuys Airport. Our collective team understands the security and safety issues associated with airport construction, and are very experienced with the Department of Homeland Security's (DHS) Federal Aviation Administration's (FAA) requirements and regulations for work in the airport operations areas.

QUALIFIED AND EXPERIENCED PROFESSIONALS: Ninyo & Moore has over 63 experienced licensed professionals and over 150 certified material testers and inspectors in southern California, all who maintain their licenses and certifications necessary for each scope of work item covered in the RFQ. We also bring extensive technical expertise in each scope of work that will allow us to resolve technical issues should they arise.

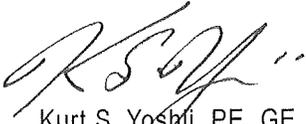
CERTIFIED LABORATORIES: Our certified geotechnical and materials testing laboratory, located in Irvine, California, is just 30 minutes away from the airport and has the necessary equipment and personnel to fully support the anticipated projects at Long Beach Airport as requested in the RFQ.

READY TO RESPOND IMMEDIATELY: As one of the largest geotechnical engineering firms in southern California, Ninyo & Moore has the personnel and equipment resources to immediately respond to the City's needs on short notice. We have demonstrated our ability to respond by having the appropriately licensed and certified personnel on-site within an hour on past contracts. We understand the critical nature of the operations at Long Beach Airport and are ready to continue to meet the City's geotechnical engineering, materials testing, construction observation and inspection needs.

We appreciate the opportunity to submit this proposal for your consideration, and look forward to discussing our qualifications in person. If you should have any questions regarding this submittal, or if we might provide you with additional information, please contact me at (949) 753-7070, ext. 12233.

Respectfully submitted,

NINYO & MOORE



Kurt S. Yoshi, PE, GE
Principal Engineer

GMS/klb

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Section 1
Scope of Project

1 | Scope of Project (RFQ Section 3)

We understand that the scope of work for this contract will be to provide construction materials testing and inspection services for various projects at Long Beach Airport (LGB) including, but not limited to, projects outlined in the Airport's Capital Improvement Plan (ACIP). These projects will likely include:

- Taxiway D Rehabilitation between Runway 8L-26R and Taxiway J
- Runway 16R-34L Conversion to Taxiway B
- Taxiway L Improvements
- Taxiway F Reconstruction; and Taxiway D Realignment (between Taxiway E and Taxiway F)
- Phase II Terminal Area Improvements
- Additional unforeseen and as-needed projects not subject to federal grants

Based on our past experience and review of the RFQ, our scope of services will include the following:

- Attending preconstruction meetings with the Contractor, Design Team, other Consultants, and the Airport. Review project organization, lines of authority and communication, and project procedures.
- Aligning schedule of work performance with the Contractor's schedule for fabrication, inspection, delivery, and installation of equipment, materials, and fixtures.
- Coordinating and dispatching qualified personnel to perform quality assurance activities, i.e., material testing and inspection as required and as described in FAA Advisory Circular (AC) 150/5370-10H.
 - Testing must be performed in full conformance with all Federal Aviation Administration (FAA) requirements and the American Society for Testing and Materials (ASTM) standards.
 - Testing must be performed by testing laboratories which comply with all applicable FAA requirements and ASTM standards.
 - Dispatching of qualified personnel within four (4) hours. Services are requested one day prior and are typically performed between hours of 7:00am and 5:00pm, Monday through Friday, but may vary depending on time limitations set for the project.
- Observing work in progress for conformance with plans, specifications, and schedules. Reporting defects and deficiencies to the City.
- Providing reports of all testing services performed to the Airport's representative and/or other Consultant teams within such time-frame required to avoid any delay in construction.
- Providing a final report including all test results, highlighting tests that failed or did not meet the applicable test standard and note corrective action and retesting results.
- Attending designated progress meetings and other specially called meetings, as determined by the Airport.
- Providing deputy and/or inspection as required by code or contract documents. Deputy inspections shall include, but are not limited to: grading, reinforced concrete, pre-stressed concrete, masonry, structural steel, steel moment and ductile frames, welding, high strength bolts, epoxy anchors, fireproofing, and structural observation.



Section 2
Project Specifications

2 | Project Specifications (RFQ Section 7)

In order to successfully manage an on-call contract, a consultant must have the organization framework established and must have qualified and experienced personnel available to respond. Ninyo & Moore has both of these key elements in place and is ready to proceed on this contract for the City.

Our approach is centered on our project manager, Mr. Garreth Saiki, who will coordinate the requested services and will assign the qualified and certified personnel to perform the required tasks. This approach includes meeting with the City to discuss upcoming projects and the anticipated services required for those projects. We will review the project plans, if available, and provide a detailed scope of work and estimated cost based on our understanding of the services required and our approved rate schedule.

Upon written approval of our scope of work and budget, we will commence our services upon notice to proceed. Coordination of our services will be performed with the City representatives, and updates of our progress will be performed via e-mail and telephone calls. Field inspection and testing daily reports will be submitted to the client at the end of each work shift. Laboratory testing results will be submitted by e-mail, and/or hard copy, as requested by the client, within 24 hours after the completion of the test. The City representative will be notified immediately, via phone and/or e-mail of failing or non-conforming laboratory test results.

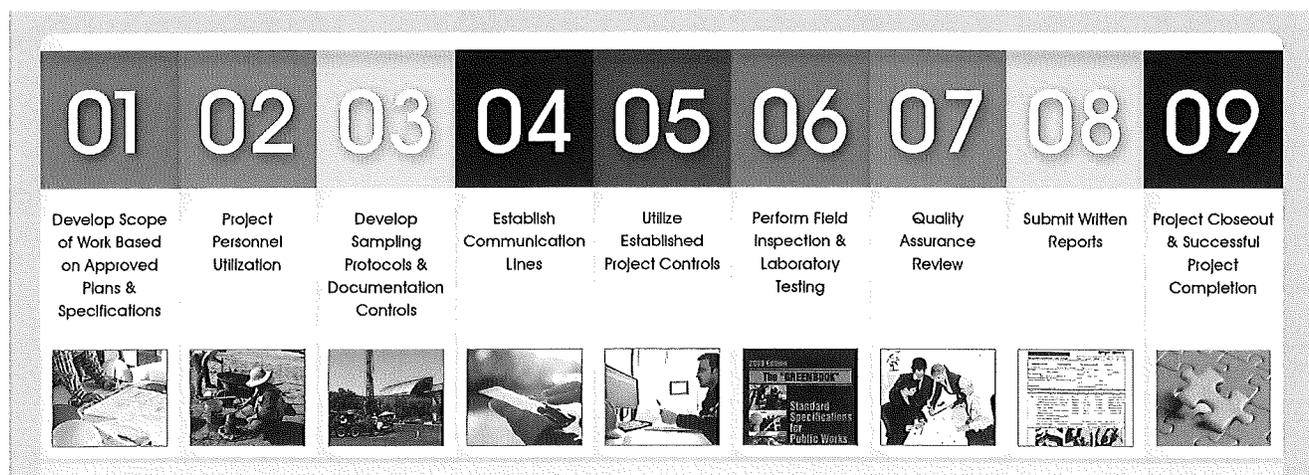
Monthly progress status reports will be submitted summarizing the work performed for each specific project or task order and will be accompanied by our monthly invoice. When additional services are requested outside of our original scope of services, we will notify the City in writing and detail the services requested and our estimated cost. Upon written approval from the City, we will commence with the additionally-approved extra work.

The Work Plan flow chart below describes each step of our on-call contract approach. This approach has been successfully utilized on our past on-call contracts and is constantly being updated in order to meet the changing needs of our clients.

- 1. Develop Scope of Work** – The initial step in our approach is to meet with the City Project manager in order to get clear understanding of the project and our expected services. For the geotechnical evaluation, we will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory test, as well as the type of analyses. Our reports will be performed in accordance with the City's Manual for Preparation of Geotechnical Reports. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services. We will submit this plan to the City Project Manager for approval and will provide monthly updates to the City Project Manager as construction progresses.
- 2. Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional geotechnical engineers, civil engineers, and certified engineering geologists will be utilized for our geotechnical investigation. Our multiple-certified special deputy inspectors and our certified field and laboratory technicians will be readily available for assignment during construction. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.
- 3. Sampling Protocol and Document Control** – We will next establish the sampling protocols required for the project, based on the project specifications and the requirements of the City's Building Code, and other governing specifications. Our document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.
- 4. Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized county representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. On past projects, the public agency Project Managers have coordinated our services in the field and distributed our reports. On other past projects, we were scheduled by on-site public agency representatives and distributed our reports to the approved distribution list. We will provide our services to meet the City's needs. Often we will attend preconstruction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory

conformance testing results. We will also provide the county representatives with our personnel's mobile telephone numbers, and e-mail addresses for communication during the project. We will also establish the communication lines between the City's Project Manager and the contractors' and sub-contractors' representatives.

5. **Utilize Our Project Controls** – Ninyo & Moore utilizes an internal project control system that includes budget, schedule, and document review and control. Our project manager will utilize our in-house system to keep the City Project Manager informed about the status of our services during both our geotechnical investigation phase and for our materials testing and inspection services during construction. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. Our quality control includes review of our laboratory conformance test results by a California licensed engineer and geotechnical analysis review by a California licensed Geotechnical Engineer.
6. **Perform Field and Laboratory Testing** – When construction commences, we will provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified. The results of our inspections and tests will be forwarded to the City representatives at the end of each working day. Immediate notification will be provided by phone, e-mail, and/or fax if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of Los Angeles, Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), Caltrans, and the Cement and Concrete Reference Laboratory (CCRL).
7. **Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California licensed Engineer and include review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California licensed Engineer prior to submittal.
8. **Reports** – Written reports are required for project documentation. We will submit our written reports, including both our geotechnical investigation report and our written reports during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project closeout purposes.
9. **Project Closeout** – The final step in our approach is the closing out of the project and providing the project documentation, as it relates to materials testing and inspection, to the City.



COST CONTROL

Ninyo & Moore has developed a project management system designed specifically for public agency on-call/as-needed task or job order based contracts. The success of this system is demonstrated by the numerous on-call public agency contracts that we have not only been awarded, but also re-awarded during the subsequent contract term(s). Examples of some of these major on-call contracts that have been awarded and re-awarded to us on subsequent contracts include the John Wayne Airport, San Diego International Airport, Los Angeles World Airports, Orange County Sanitation District, Orange County Transportation Authority, Caltrans District 12, Orange County Community Resources, Port of Long Beach, Port of Los Angeles, Port of San Diego, City of Irvine, City of Los Angeles, County of Los Angeles, and Los Angeles Unified School District, to name a few.

Integral to our on-call project management systems is our cost and schedule controls. These controls are implemented during job order initiation. For construction projects, we will review the contractor's schedule and will prepare a Line Item Inspection and Test List (LIITL) as well as a schedule for our services. This schedule will be monitored and updated during project performance depending on the contractor's schedule changes. Our monthly progress reporting will include detailed breakdowns of the percentage of work completed based on our original LIITL estimate as well as our overall task order budget. For geotechnical engineering design reports, we will develop a detailed scope of work and cost proposal, broken down by performance areas, and will provide updates on the budget on a monthly basis.

KEY PERSONNEL

Ninyo & Moore specializes in providing on-call/task-order based services for public agency clients. We understand that the success of a project depends on the availability and responsiveness of our staff. The City can be assured that qualified and experienced engineers, inspectors, and technicians will be available and ready to work on the assigned projects. Our experienced inspectors and technicians are certified by ICC, Caltrans, DSA, AWS, NICET, ACI, and for Nuclear Gauge Operation. The proposed project team is available to commence work immediately upon award of the contract

Principal in Charge | Kurt Yoshii, PE, GE, ENV SP

Mr. Yoshii will be the Principal-in-Charge for the Ninyo & Moore team. He will be responsible for contract oversight to ensure that Ninyo & Moore meets our contractual obligations and the expectations of the Authority. Mr. Yoshii graduated from the University of California, Berkeley with a degree in Civil Engineering and is a licensed Civil and Geotechnical Engineer in California with over 29 years of experience in geotechnical engineering design and soils and materials testing services. For the past 25 years, Mr. Yoshii has been employed at Ninyo & Moore where he has overseen many of our public agency geotechnical engineering and construction materials testing services contracts, including on-call contracts with the City of Long Beach, Port of Long Beach, Long Beach Unified School District, City of Los Angeles, Los Angeles Unified School District, Los Angeles County Department of Public Works, John Wayne Airport, Orange County Transportation Authority, Caltrans, and the Riverside County Transportation Commission. His has managed and provided principal oversight for numerous contracts for airport facilities, including John Wayne Airport (new Terminal C and many landside and airside improvement projects), Los Angeles International (Taxiway C Widening), Ontario (UPS Main Sort Facility Expansion, Parking Lot Expansion, and associated facility improvements, San Bernardino International Airport Apron rehabilitation, the Orange County Transportation Authority (RITC and Replacement Terminal geotechnical investigations), and the Oakland International Airport's North Field Runway Safety Area Improvement project. Mr. Yoshii's strengths lie in establishing and maintaining open communication lines with his clients and effectively overseeing coordinating our in-house resources to deliver high quality and prompt services to our clients. Mr. Yoshii also provided expert witness/3rd party testimony for claims and litigation projects and has utilized the lessons learned from these cases to better serve Ninyo & Moore's clients.

Project Manager | Garreth Saiki, PE, GE

Our proposed Project Manager for this contract, Mr. Garreth Saiki, is a licensed Geotechnical Engineer in California with over 34 years of experience in geotechnical engineering design and materials testing and inspection services. Mr. Saiki received his B.S. degree in Civil Engineering from the University of California, Berkeley, and earned a Master's Degree in Geotechnical Engineering as well as a Master's Degree in Business Administration from the University of California, Berkeley and Davis, respectively. Mr. Saiki has been employed with Ninyo & Moore for the past 22 years and has worked together with Mr. Yoshii

for over 25 years. Mr. Saiki has managed the preliminary geotechnical investigation for the John Wayne Airport's Settlement Amendment Implementation Plan (new Terminal C, new parking structure, and roadway improvements), as well as many on-call public agency contracts, including our contracts with John Wayne Airport, the City of Los Angeles, Los Angeles Unified School District, Los Angeles County Metropolitan Transportation Authority, and the Orange County Transportation Authority. Mr. Saiki will be responsible for managing the overall contract assignments, including managing the internal coordination of our field personnel, sub-consultants, and laboratory services.

Project Geotechnical Engineer | Rajindra Handapangoda, PE, GE

Mr. Handapangoda will serve as Project Engineer for this contract. He will work closely with Mr. Saiki to provide the day-to-day coordination of our geotechnical field and laboratory program as well as the engineering calculations. Mr. Handapangoda holds a Bachelor's of Science Degree in Civil and Environmental Engineering from the University of California at Los Angeles, and a Master's Degree in Geotechnical & Earthquake Engineering from the University of California at Los Angeles. He is California-licensed Civil and Geotechnical Engineer with over 14 years of experience. Mr. Handapangoda assists with data acquisition, documentation, and dissemination of data related to all phases of geotechnical investigations, assists with compiling and analyzing geotechnical data obtained from both field and office research, assists with technical tasks including data compilation, calculations, analysis, and design for design projects and/or repair recommendations, coordinates and supervises subsurface drilling activities, conducts investigations of subsurface conditions, prepares correspondence, permit requests, geotechnical reports and other documents. He is also very experienced with essential facility design and construction projects, having served as the Project Engineer for our contracts for the Long Beach Unified School District, Los Angeles Unified School District, and for Geotechnical Engineering services and for Materials Testing and Inspection Services for modernization and new school construction projects.

Principal Construction Services | Alfredo "Tino" Rodriguez

Our proposed Construction Services Manager, Mr. Alfred "Tino" Rodriguez, has over 34 years of experience in the construction industry. Mr. Rodriguez oversees our field personnel for our construction services, which includes deputy inspectors and material technicians. His experience includes providing project management support, structural concrete deputy inspection services, asphalt/concrete pavement and roadway inspection services on highway and street improvement projects, construction management services on Caltrans and public works projects, geotechnical observation and testing services for large mass grading projects. Mr. Rodriguez has extensive experience in providing geotechnical and materials testing and deputy inspection services on various public works projects. He is very experienced with various agencies testing and inspection procedures, as well as and their project close-out requirements. As Construction Services Manager, he also provides technical oversight and training for field and laboratory technicians.

Principal Materials Engineer | Lawrence Lovett, PE

Mr. Lawrence Lovett, PE, with over 20 years as a Principal Materials Engineer for Ninyo & Moore, has been involved conducting investigations and analyses for materials testing and inspection projects. His extensive professional knowledge is the basis for directing and guiding engineers, technicians and inspectors in compiling and analyzing materials testing and inspection data; authoring and reviewing materials testing and inspection reports; and providing technical guidance and support to the professional staff. The depth of his diverse project experience encompasses inspection of structural steel fabrication for two, 110-story buildings at the World Trade Center in New York City to the Port of Long Beach Terminal Container Intermodal Railyard's materials testing and inspection services.

Field Technicians | Inspectors

Ninyo & Moore's field and laboratory technicians maintain certifications with Caltrans, ACI, ICC, DSA, OSHA, and NICET, and possess a working knowledge of the requirements and procedures as specified by these agencies. Our proposed field and laboratory technicians are extensively experienced at providing geotechnical soils and materials testing services for construction projects. In addition to the above key personnel, Ninyo & Moore is providing a sampling of technicians and inspectors available to provide materials testing, and inspection services for this project.

Team Member	Role	Registrations/Certifications	Years Exp
Steven R. Eck	Senior Field Technician	ACI Concrete Field Testing Technician Grade I City of Los Angeles Special Inspector ICC Soils Special Inspector OSHA 40 Hour Hazwoper Certification OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	40
Kevin Tolin	Senior Field Technician	ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 523.1 Caltrans Concrete Test Methods 504, 518, 524, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils and Aggregates Test Methods 216, 231 OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	34
Lincoln K. Linn	Senior Field Technician	ACI Field Testing Technician Grade I City of Los Angeles Special Inspector ICC Soils Special Inspector OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	28
Randy P. Engel	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA041900696 Caltrans 105, 125, 201, 202, 205, 216, 217, 226, 229 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	26
David A. Meras	Special Inspector	ACI Concrete Field Testing Technician Grade I AWS Certified Welding Inspector Caltrans Concrete Test Methods 504, 518, 523, 533, 539, 540, 557 Caltrans Sampling Test Method 125, 125.2, 125.3, 125.4, 125.5, 125.6 Caltrans Soils and Aggregates (Methods 216, 231) ICC Soils Special Inspector ICC Structural Steel & Bolting Special Inspector ICC Structural Welding Special Inspector OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	24
Hector Heredia	Senior Laboratory Technician	AASHTO T209, T238, T248, T255, T269, T275, T283, CT371 Moisture Susceptibility and Tensile Stress Ratio AASHTO T11, T27, R47, R76, T166, T176 Sieve Analysis (Washing) - Fine Aggregates AASHTO T308, T312, T324, T329, T335, SuperPave and Gyrotray Compactor AASHTO T324 SuperPave Hamburg Wheel ACI Concrete Strength Testing Technician Caltrans Soils and Aggregates Test Methods 206, 229, 301, 304, 308, 309, 366, 370, 382 Caltrans Soils and Aggregates Test Methods 105, 201, 202, 217, 226, 227	21
Vance L. Hunter	Senior Field Technician	ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 125 Caltrans Soils and Aggregates Test Methods 105, 201, 202, 205, 216, 217, 226, 227 eRailSafe System Badge, 300882 OSHA 40 Hour HAZWOPER Certification OSHA 8 Hour HAZWOPER Certification OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	21
Steven O. Moudy	Senior Field Technician	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	20

Team Member	Role	Registrations/Certifications	Years Exp
Eugene H. Frazier	Senior Field Technician	16-Hour Asbestos O&M Initial Certification ACI Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 524, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils and Aggregates Test Methods 105, 125, 201, 202, 205, 216, 217, 226, 227, 229 John Wayne Airport Security Badge OSHA 40 Hour Hazwoper Certification OSHA 8 Hour Hazwoper Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	19
Jose R. Soto	Special Inspector	ACI Concrete Field Testing Technician Grade I AWS Certified Welding Special Inspector DSA Masonry Special Inspector, #5432 ICC Prestressed Concrete Special Inspector ICC Reinforced Concrete Special ICC Spray-applied Fireproofing Special Inspector ICC Structural Masonry Special Inspector ICC Structural Steel & Bolting Special Inspector ICC Structural Welding Special Inspector OSHA Excavation Competent Person Certification USDOT HAZMat Refresher Training	19
Joe S. Levario	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA011902740 Caltrans Concrete Test Methods 504, 518, 523, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 105, 125 Caltrans Soils Test Methods 201, 202, 205, 216, 217, 226, 227 eRailSafe, Contractor, No. 727113 OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	16
James Dalgity	Laboratory Manager	ACI Aggregate Testing Technician Level I ACI Concrete Field Testing Technician Grade I ACI Concrete Laboratory Technician Level I ACI Concrete Laboratory Testing Technician level II ACI Concrete Strength Testing Technician Caltrans Concrete Test Methods 504, 518, 521, 523, 533, 539, 540, 556, 557 Caltrans Sampling Test Method 125 Caltrans Soils Test Methods 105, 201, 202, 211, 216, 217, 226, 227 Caltrans Soils Test Methods 205, 207, 234, 235 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	15
Matthew R. Puraty	Senior Field Technician	ACI Concrete Field Testing Technician Grade I OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	15
Matthew D. Jacobs	Senior Field Technician	ACI Concrete Field Testing Technician Grade I City of Los Angeles Deputy Building Inspector - Grading, No. P030742 City of Los Angeles Special Inspector ICC Reinforced Concrete Special Inspector ICC Soils Special Inspector OSHA 10 Hour Certification OSHA 40 Hour Hazwoper Certification OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT, HAZMAT 49CFR 172, Subpart H	14
Daniel C. Eguia	Senior Field Technician	ACI Concrete Field Testing Technician Grade I BNSF Contractor, No. UIBNSFCACA041900697 Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 556, 557 Caltrans Sampling Highway Materials Test Method 125 Caltrans Soils Test Methods 105, 201, 202, 217, 227 Caltrans Test Methods 125, 216, 231 Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	13

Team Member	Role	Registrations/Certifications	Years Exp
Jacob C. Huffman	Special Inspector	ACI Concrete Field Testing Technician Grade I Caltrans Concrete Test Methods 504, 518, 523.1, 533, 539, 540, 543, 556, 557 Caltrans Soils and Aggregates Test Methods 105, 125, 201, 202, 205, 216, 217, 226, 227, 229 ICC Reinforced Concrete Inspector OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	12
Steven R. Almond	Senior Field Technician	ACI Concrete Field Testing Technician Grade I John Wayne Airport Security Badge OSHA Confined Space Entry Trained Competent Person Certification OSHA Excavation Competent Person Certification Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	10
Wilkins Cobian	Senior Field Technician	ACI Concrete Field Testing Technician Grade I ACI Concrete Strength Testing Technician BNSF, No. U1BNSFCACAA021901573 Caltrans Soils and Aggregates (105, 125, 201, 202, 205, 216, 217, 226, 227, 229) Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	10
Mohammad E Haque	Senior Field Technician	ACI Concrete Field Testing Technician Grade I City of Los Angeles, Deputy Building Inspector ICC Soils Special Inspector OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	9
Ryan M. Bigger	Special Inspector/Field Technician	ACI Concrete Field Testing Technician Grade I City of Long Beach Epoxy Inspector City of Long Beach Masonry Inspector City of Long Beach Prestress Inspector City of Long Beach Reinforced Concrete Inspector County of Los Angeles Special Inspector ICC Prestressed Concrete Special Inspector ICC Reinforced Concrete Special Inspector ICC Spray-Applied Fireproofing Special Inspector ICC Structural Steel & Bolting Special Inspector ICC Structural Masonry Special Inspector John Wayne Airport Security Badge OSHA Excavation Competent Person Radiation (Nuclear Gauge) User Safety USDOT HAZMat Refresher Training	7
Paul Medina	Special Inspector	ACI Adhesive Anchor Installation Inspector ACI Concrete Field Testing Technician Grade I ACI Concrete Strength Testing Technician City of Newport Beach Concrete and Masonry Inspector City of Los Angeles Deputy Building Inspector City of Long Beach Epoxy Inspector City of Long Beach Fire-Proofing Inspector City of Long Beach Prestressed Inspector City of Long Beach Reinforced Concrete Inspector DSA Masonry Special Inspector ICC California Commercial Building Inspector ICC Prestressed Concrete Special Inspector ICC Reinforced Concrete Special Inspector ICC Soils Special Inspector ICC Spray-Applied Fireproofing Special Inspector ICC Structural Steel and Bolting Inspector ICC Structural Masonry Special Inspector OSHA Excavation Competent Person Certification USDOT HAZMat Refresher Training	7



Section 3
Warranty/Maintenance and
Service

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

3 | Warranty/Maintenance and Service (RFQ Section 8)

Ninyo & Moore will maintain all warranties listed in the Pro-Forma Agreement attached to this RFQ. As requested, we are providing our acknowledgment and acceptance on company letterhead below.

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

City of Long Beach
Purchasing Division
411 W. Ocean Boulevard, 6th Floor
Long Beach, California 90802

Subject: Warranty/Maintenance and Service
City of Long Beach RFQ Number AP19-133

Ninyo & Moore acknowledges and accepts the full Pro Forma Agreement of the City of Long Beach attached to RFQ Number AP19-133.

Respectfully submitted,

NINYO & MOORE



Kurt S. Yoshii, PE, GE
Principal Engineer

475 Goddard, Suite 200 | Irvine, California 92618 | p. 949.75.7070 | www.ninyoandmoore.com



Section 4
Company Background and
References

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

4 | Company Background and References (RFQ Section 9)

1. **Company ownership.** Ninyo & Moore is a California "S" corporation that was incorporated on March 3, 1987. Mr. Avram Ninyo is the company's president and primary shareholder.
2. **Location of company offices.** We have 19 office locations — 10 in California, as well as offices in Phoenix, Prescott Valley, and Tuscon, Arizona; Las Vegas, Nevada; Broomfield, Fort Collins, and Denver, Colorado; Salt Lake City, Utah; and Houston, Texas.
3. **Location of offices servicing California accounts.** Ninyo & Moore's 10 California offices are servicing its California accounts. The office addresses are:

5710 Ruffin Road (**corporate headquarters**), San Diego, California 92123
475 Goddard, Suite 200, Irvine, California 92618
355 South Grand Avenue, Suite 2450, Los Angeles, California 90071
1111 Corporate Center Drive, Suite 206, Monterey Park, California 91754
7888 Cherry Avenue, Unit I, Fontana, California 92336
3240 Peralta Street, Suite 3, Oakland, California 94608
2020 Challenger Drive, Suite 103, Alameda, California 90071
1355 Halyard Drive, Suite 120, West Sacramento, California 95691
50 California Street, 7th Floor, San Francisco, California 94111
2149 O'Toole Avenue, Suite 10, San Jose, California 95131



4. **Number of employees.** Corporate wide, Ninyo & Moore has 500 employees. In the southern California offices, there are 285 employees; 167 in the Irvine, 18 in Fontana, and 100 in San Diego. We have one full-time employee who is a Long Beach resident.
5. **Location from which employees will be assigned.** For this contract, Ninyo & Moore employees will be assigned from the Irvine office. If necessary, the Irvine office will be supported by our San Diego and Fontana offices and laboratories.
6. **Consultant's point of contact.** Ninyo & Moore's primary point of contact for the City's on-call contract is our proposed project manager, Mr. Kurt Yoshii. Mr. Yoshii works out of the Irvine, California office; his telephone number is (949) 753-7070, extension 12233; and his e-mail address is kyoshiii@ninyoandmoore.com.
7. **Company background/history.** Ninyo & Moore was established in San Diego, California in 1986 to provide public agencies with high quality geotechnical and environmental consulting services. As we have grown over the years, our focus has remained with public sector clients. Currently we are working for over 2,000 public agencies in California, and have over 150 current on-call contracts with public agency clients. The services we have been performing for various public agency clients over the past 33 years, are very similar to the scope of services outlined in the City of Long Beach's (City) RFQ for Construction Materials Testing and Inspection services.

One of our most important sectors of work is for airports. Due to the critically important operations of commercial and general aviation airports, we understand, and are extremely experienced in, working both on the airfield and on landside facilities at airports. We have performed both design services and construction services ensuring that we follow the requirements of the California Building Code, Federal Aviation Administration's (FAA) Advisory Circulars (FAA-AC), as well as the County of Los Angeles's Building and Safety requirements. We are also experienced with the design of airport and airfield facilities, which includes the FAA-AC's 150 Series. We stay up to date with the FAA-AC's by attending conferences held by the FAA as well as confirming we are utilizing the most current FAA-AC information for each project. For example, FAA-AC 150/5370-10H, issued on December 18, 2018, had a recent Errata Sheet update issued on July 19, 2019.

8. Length of time providing services to public and/or private sectors. Since its inception in 1986, Ninyo & Moore has been performing soils and materials testing services for its private and public sector clients. In addition for more than 25 years, we have been providing construction inspection services for public agencies.
9. Resumes. Ninyo and Moore's key staff resumes are provided in Appendix A.
10. Financial Stability. Ninyo & Moore has the financial resources and organizational capabilities to conduct and complete the proposed work within strict timelines. Ninyo & Moore is a privately owned multi-disciplinary consulting firm that internally funds its entire operations without any material long term debt. Ninyo & Moore is financially strong and has been rated as such by Dun and Bradstreet. As requested, we are uploading our recent financial statement on the PlanetBids website.

SUBCONSULTANT INFORMATION

ARAGÓN GEOTECHNICAL, INC.

1. Company ownership. Aragon Geotechnical Inc. (AGI) was incorporated in Nevada and California on April 4, 1998.
2. Location of company offices. Riverside, California.
3. Location of offices servicing California accounts.
16801 Van Buren Blvd, Bldg B., Riverside, California 92504
4. Number of employees. 15.
5. Location from which employees will be assigned. Riverside, California.
6. Consultant's point of contact. AGI's primary point of contact is C. Fernando Aragon. His address is 16801 Van Buren Blvd, Bldg B., Riverside, California 92504. His phone # is (951) 776-0345.
7. Company background/history. AGI traces its roots to the year 1973, followed soon after by the establishment of the present headquarters office in the Woodcrest area of Riverside County. The firm will add decades of experience acquired by talented professionals in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, and materials engineering and testing to your team. Our staff regularly attends scientific conferences and specialty training sessions to stay abreast of cutting-edge technologies and new developments in our disciplines. AGI is a State of California Small Business Enterprise (SBE #1182800), Minority Business Enterprise (MBE #19000092) and Disadvantaged Business Enterprise (DBE #45365). AGI has California Department of Transportation (Caltrans) certified facilities and is AASHTO Resource (Formerly AMRL) accredited.
8. Length of time providing services to public and/or private sectors. 21 years.
9. Resumes. AGI resumes are provided in Appendix A.
10. Financial Stability. Additional information available upon completion of confidentiality agreement.



CALIFORNIA TESTING & INSPECTIONS, INC.

1. Company ownership. California Testing & Inspections, Inc. (CTI) was incorporated in California on August 8, 2008..
2. Location of company offices. Paramount and National City, California.
3. Location of offices servicing California accounts. 15957 Vermont Ave, Paramount, CA 90723
4. Number of employees. 20 Full time/3 Part time/1 PT employee resident of Long Beach
5. Location from which employees will be assigned. 15957 Vermont Ave, Paramount, CA 90723.
6. Consultant's point of contact. CTI's primary point of contact is Fabiola Jaque-Diaz.. Her address is 15957 Vermont Ave, Paramount, CA 90723. Her phone # is (213) 748.4900.
7. Company background/history. CTI is a material testing laboratory and field inspection services consultant with over 11 years in business. They are ccredited by AASHTO, City of Los Angeles and DSA. They are a DBE/MBE/WBE certified business. CTI is advocated to the safety of the public, ensuring that all projects are constructed according plans and code specifications.
8. Length of time providing services to public and/or private sectors. 11 years.
9. Resumes. CTI resumes are provided in Appendix A.
10. Financial Stability. Attached.



PROOF OF PAYMENT PLAN

With regard to proof of payment for any subcontractors used for this project, Ninyo & Moore will notify the City's project manager of payments made to subconsultants/subcontractors on this contract. Our Accounting software can be setup to notify the project manager once these payments have been made and we can then, in turn, notify the City. If needed, a copy of the payment check can be provided.

REFERENCES

Ninyo & Moore				
Client Name	Project Dates	Technical Environment	Staff Assigned	Project Manager/ Phone
John Wayne Airport	5/2003 - Present	As-requested geotechnical engineering, materials testing, and special (deputy) inspection services; over four consecutive contract periods.	Kurt Yoshii, Garreth Saiki	Mr. Larry Serafini 949.252.5270
PROJECT DESCRIPTION: Four on-call contracts involved over 120 task orders and over \$12,000,000 of work. Ninyo & Moore's services included construction support services involving special (deputy) inspection for reinforced concrete, structural masonry, structural steel and welding, non-destructive testing, and fireproofing. We performed field sampling and testing of construction materials, and we also provided laboratory testing of soil, concrete, steel, and other materials. In addition, Ninyo & Moore provided geotechnical design services for new airport facilities.				
Port of Long Beach	2003- Present	On-Call Construction Inspection and Materials Testing Laboratory Services	Kurt Yoshii, Garreth Saiki	Mr. Peter Forsythe 562.283.7219
PROJECT DESCRIPTION: Ninyo & Moore was assigned over 60 directives (task order assignments) with single work authorizations of over six-hundred- thousand dollars. The program consisted of a variety of construction contracts and includes demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; commercial office buildings; industrial buildings; utilities; grading and paving; fencing; and communication systems. Our services include as-needed geotechnical engineering and construction materials testing and inspection services for existing structures as well as in support of new construction project.				
County of Los Angeles	2001 - Present	As-needed materials testing, pavement mix design and inspection services	Kurt Yoshii, Garreth Saiki	Mr. Greg Johnson 626.458.1741
PROJECT DESCRIPTION: As-needed materials testing, pavement mix design and inspection services during the various construction and reconstruction type projects located throughout Los Angeles County, California. Our geotechnical and materials engineering, as well as field materials testing and deputy inspection personnel have worked closely with the Los Angeles County Department Public Works staff in order to assist in them in ensuring that each project is constructed in accordance with the approved documents.				
City of Long Beach	2017 - 2019	On-Call Materials Testing and Inspection Services	Garreth Saiki, Rajindra Handapangoda	Ms. Anne Takii 562.570.6200
PROJECT DESCRIPTION: As-needed materials testing and inspection services, as well as environmental consulting, to the Department of Public Works for various public facilities. The scope of work has consisted of certified materials testing and inspection services involving concrete, masonry, aggregates, asphalt, asphalt plant inspection, epoxies, metals, steel reinforcement and welding inspection, diamond bit coring of asphalt, concrete or masonry, road rating and profilograph testing of street and other general laboratory materials testing as required by the Standard Specifications for Public Works Construction, Caltrans, and Federal Aviation Administration (FAA) current standards.				
City of Los Angeles	2006- Present	On-Call Geotechnical and Environmental Services	Kurt Yoshii, Garreth Saiki	Mr. Patrick Schmidt 213.847.0535
PROJECT DESCRIPTION: Ninyo & Moore is providing task order-based services on various public works construction projects throughout the city. Our scope of services includes preparing geotechnical data and investigation reports, as well as construction support services, including geotechnical observation and testing during construction utilizing our City of Los Angeles-certified Deputy Grading Inspectors. Our environmental scope of services includes hazardous materials evaluations for soils, groundwater, and building materials, including asbestos and lead paint.				

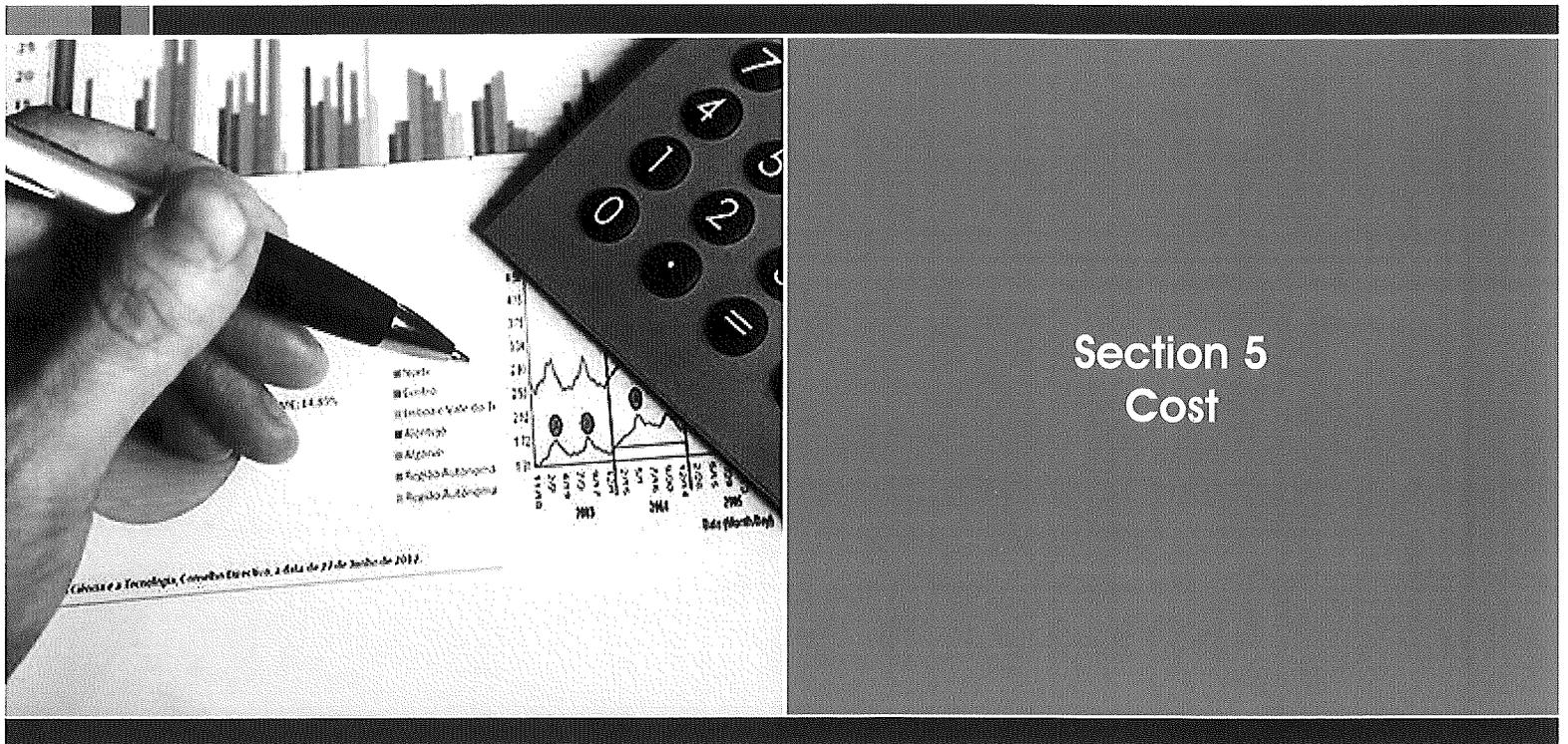
Aragon Geotechnical, Inc.				
Client Name	Project Dates	Technical Environment	Staff Assigned	Project Manager/ Phone
Vance Corporation	5/2019-9/2019	Pavement & Geotechnical Engineering, Materials Testing.	C. Fernando Aragón, Mark Doerschlag	Mr. Bruce Barrie (909) 355-4333
PROJECT DESCRIPTION: Cable Airport Apron Reconstruction				
City of Hemet	4/2019-5/2019	Geotechnical Engineering, Soil-Cement Mix Design and Materials Testing.	C. Fernando Aragón, Mark Doerschlag	Chase Keys, P.E. (951) 475-3613
PROJECT DESCRIPTION: Kirby Street Rehabilitation and Plan Review				
Match Corporation / Riverside County EDA	2/2019-4/2019	Geotechnical Engineering, Soil-Cement Mix Design and Materials Testing.	C. Fernando Aragón, Mark Doerschlag	Jake Reade (909) 228-1658
PROJECT DESCRIPTION: Hemet-Ryan Airport Taxiway D Reconstruction				
Riverside County Flood	2008-present	Geotechnical Engineering, Material Testing and Inspection Services .	C. Fernando Aragón, Mark Doerschlag	Kyle Gallup, P.E. (951) 955-8602
PROJECT DESCRIPTION: On-Call Geotechnical and Inspection Services				
Town of Apple Valley	2/2017-4/2017	Geotechnical Engineering, Submittal Reviews and Materials Testing	C. Fernando Aragón, Luis Arguello III	Paula Pereira, (760) 240-7000
PROJECT DESCRIPTION: Yucca Loma Road Improvements				

California Testing & Inspections, Inc.				
Client Name	Project Dates	Technical Environment	Staff Assigned	Project Manager/ Phone
County of Los Angeles	On-going	As needed Geotechnical Engineering, Material Testing and Inspection Services	Fabiola Jaque-Diaz, Joseph Stanley Schweitzer	Ms. Ana Lopez (626) 458-2533
PROJECT DESCRIPTION: Various projects including geotechnical investigations, field inspections for soils, asphalt pavement, reinforced concrete and various material testing				
County of Los Angeles	Completed 1/2019	Deputy inspections and material testing for the construction phase of the project	Fabiola Jaque-Diaz	Parisa Dadmehr (626)300-2334
PROJECT DESCRIPTION: San Fernando Mental Health Facility				
County of Los Angeles	Completed 2018	Deputy inspections and material testing	Fabiola Jaque-Diaz, Joseph Stanley Schweitzer	David Palma (626)300-2339
PROJECT DESCRIPTION: Fort Moore Memorial Refurbishment				
Los Angeles County Metropolitan Transportation Authority	2011-2018	Inspection and verification of construction operations .	Fabiola Jaque-Diaz	Camelia Davis (213) 922-7342
PROJECT DESCRIPTION: Westside Purple Line Extension Phase 1, Sound Walls 5&7, the Southwest Yard Division 16 and the Blue and Green Lines Refurbishment Projects				
State of California Department of General Services	2015-2019	Geotechnical and soils inspections, pavement placement inspection and testing, concrete and steel structures, and Non-Destructive testing	Fabiola Jaque-Diaz, Luiza Mariela Valle	Troy West (916) 433-9774
PROJECT DESCRIPTION: On-call services to the Department of General Services across the Area III in California (Ventura, Los Angeles, San Luis Obispo				

CITY OF LONG BEACH BUSINESS LICENSE

Ninyo & Moore maintains a City of Long Beach business license. The number is BU96033870 with an expiration date of 11/17/2020.

	CITY OF LONG BEACH, CALIFORNIA	PREPARED: 11/25/2019												
	BUSINESS LICENSE	P121												
	OWNERSHIP NON-TRANSFERABLE													
	LICENSE EXPIRES: 11/17/2020													
THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:														
<table border="1"><tr><td>ACCOUNT NUMBER:</td><td>BU96033870</td><td>BUSINESS TYPE: CONTRACTING – ENGINEERING</td></tr><tr><td>OWNER:</td><td colspan="2">NINYO & MOORE GEOTECHNICAL CONSULTANTS</td></tr><tr><td>LOCATED AT:</td><td colspan="2">7572 GOODARD200 IRVINE CA 92618</td></tr><tr><td>DBA NAME:</td><td colspan="2">NINYO & MOORE GEOTECHNICAL</td></tr></table>			ACCOUNT NUMBER:	BU96033870	BUSINESS TYPE: CONTRACTING – ENGINEERING	OWNER:	NINYO & MOORE GEOTECHNICAL CONSULTANTS		LOCATED AT:	7572 GOODARD200 IRVINE CA 92618		DBA NAME:	NINYO & MOORE GEOTECHNICAL	
ACCOUNT NUMBER:	BU96033870	BUSINESS TYPE: CONTRACTING – ENGINEERING												
OWNER:	NINYO & MOORE GEOTECHNICAL CONSULTANTS													
LOCATED AT:	7572 GOODARD200 IRVINE CA 92618													
DBA NAME:	NINYO & MOORE GEOTECHNICAL													
	AUTHORIZED BY: JOHN GROSS DIRECTOR OF FINANCIAL MANAGEMENT													



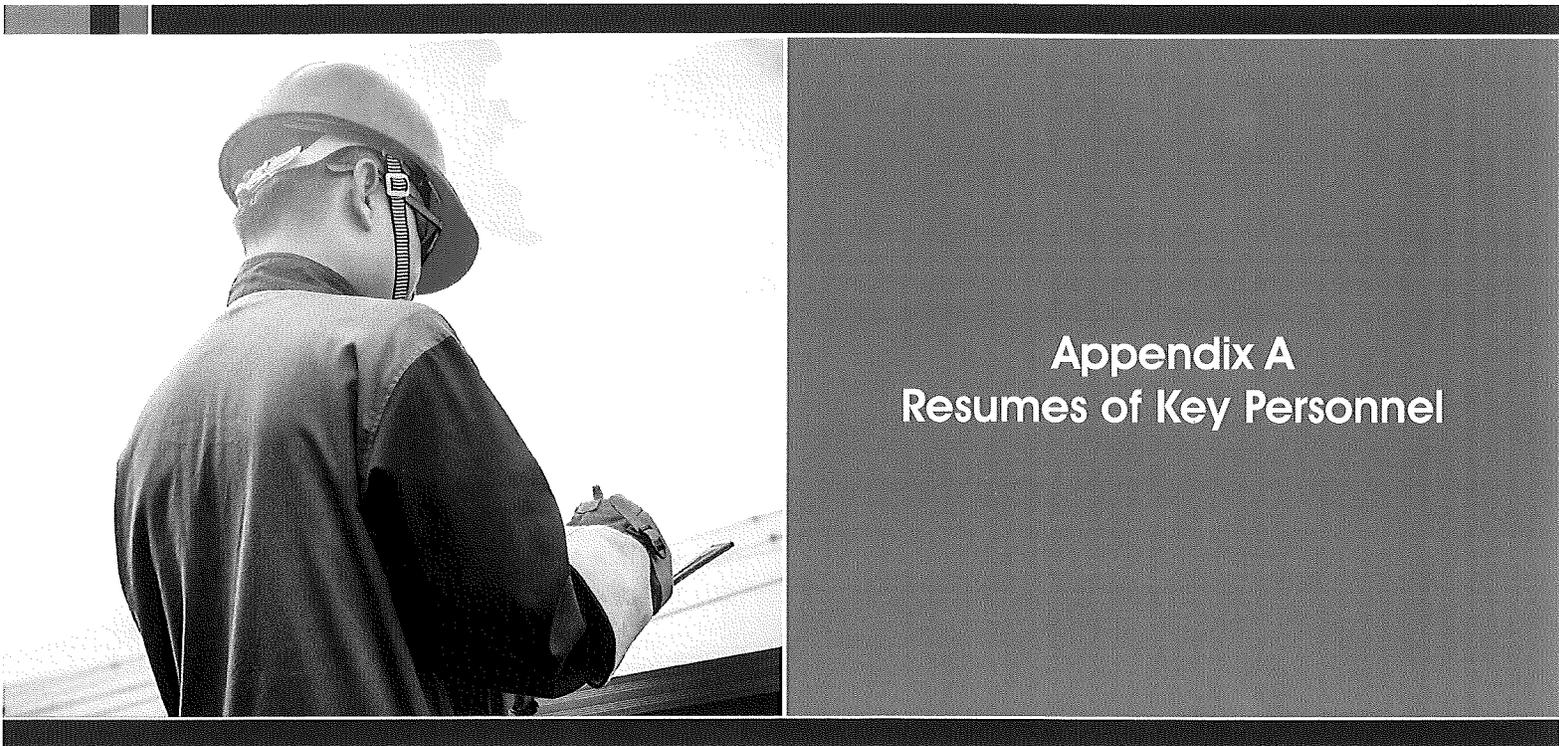
Section 5 Cost

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

5 | Cost (RFQ Section 10)

As requested in the RFQ, cost and pricing will not be included in this submittal. Ninyo & Moore understands that if selected, and prior to the start of contract negotiations, Ninyo & Moore will meet with the City to develop a general forecast scope of services for the term of the Contract and submit a proposed general fee and supporting cost breakdown. The proposed general fee will be used to establish the overall contract value. 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.



Appendix A
Resumes of Key Personnel

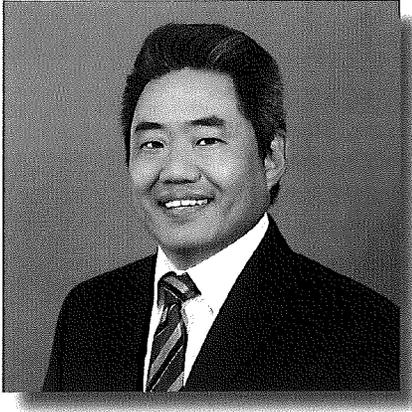
Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

Kurt S. Yoshii, PE, GE, ENV SP

Principal-in-Charge

Working Location = Irvine Office
Availability = 65%
Total Years Experience = 28
Years Working at Ninyo & Moore = 24



As a Principal Engineer for Ninyo & Moore, Mr. Yoshii provides principal oversight on geotechnical evaluations and materials testing and inspection for residential, commercial, and public facilities, including correctional facilities, schools, hospitals, highways, railroads, pipelines, and bridges; oversees geotechnical analyses including slope stability analyses, flexible and rigid pavement design, and underground pipeline design; reviews geotechnical reports, and provides geotechnical design parameters and recommendations for grading and earthwork, shallow and deep foundations, retaining structures, and in-situ ground remediation; oversees the soils and materials laboratory operations and provides supervision and technical support to project-level engineers and geologists; as well as provides expert witness services on litigation projects.

EXPERIENCE

EDUCATION

B.S., Civil Engineering, 1990, University of California, Berkeley

REGISTRATIONS/ CERTIFICATIONS

RCE 54759 (California)

GE 2508 (California)

PE 14274 (Nevada)

PE 3791862202 (Utah)

PE 48007 (Colorado)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Society for Testing and
Materials

American Concrete Institute

American Council of Engineering
Companies

American Public Works Association

Asian American Architects / Engineers
Association

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Principal-in-Charge retained to provide principal oversight for the on-call geotechnical, materials testing and inspection services for various airport projects located at the John Wayne Airport in Orange County, California. Responsibilities included oversight, review and ensuring Ninyo & Moore's services were being performed in accordance with the contract documents and to the complete satisfaction of the client.

LAX Terminal 1.5 Design Project, Los Angeles, California: Principal-in-Charge retained to provide geotechnical consulting services during the design and construction of the proposed Terminal 1.5 project located at the Los Angeles International Airport in Los Angeles, California. Terminal 1.5 is a four-story structure with a footprint spanning 63,400 square feet between Terminals 1 and 2. Project elements include construction of the new building on a combination of shallow and deep foundations, replacement and reconstruction of a new approximately 375-foot-long by 20-foot-high retaining wall between the building and airport apron, construction of new pavements, and installation of new utilities.

Burbank Pasadena Glendale Airport Authority/Regional Intermodal Transportation Center, Burbank, California: Served as Principal-in-Charge providing oversight during the geotechnical consulting services for the proposed Hollywood Burbank (formerly Bob Hope) Airport Regional Intermodal Transportation Center. The project included the construction of a bus terminal, rental car facility, parking structure, a publicly accessible compressed natural gas facility, and elevated walkways. Associated project improvements included driveway areas, concrete flatwork, and wet and dry utilities.

Delta Maintenance Hangar, Los Angeles, California: Served as Principal-in-Charge during materials testing and deputy inspection services for the new Delta Maintenance Hangar at the Los Angeles International Airport (LAX). Services included materials testing of soils, aggregates, base, concrete, steel, masonry, asphalt, epoxy, and other construction materials, as well as, special deputy inspection services of the construction operations, including reinforced concrete, reinforced masonry, structural steel and welding, spray applied fireproofing, drilled-in-anchors, methane, shotcrete and earthwork/grading. Special inspection services were performed by City of Los

Kurt S. Yoshii

Principal-in-Charge

Angeles Department of Building and Safety (LADBS) certified inspectors. We supported a construction schedule that included multiple-shifts, with multiple construction operations proceeding concurrently.

Orange County Transportation Authority/On-Call Soil and Materials Testing Services: Served as Principal-in-Charge providing on-call soils and materials testing services for OCTA under Agreement No. C-2-0707. Services included geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities.

County of San Bernardino/Real Estate Services Department/On-Call Professional Services / Geotechnical Consulting / Materials Testing and Inspection Services: Principal-in-Charge providing as-needed geotechnical and materials testing and inspection services for the County of San Bernardino Real Estate Services Department. Services included on-call support of a variety of construction projects throughout the County of San Bernardino including the Forensic 2Y65 Crime Lab, the Fontana Crisis Stabilization Unit Facility 7N25, the Morongo Crisis Residential Treatment Facility 7N20, County Government Center Phase 1B site beautification 10.10.0017, and several other projects. Services included geotechnical design, geotechnical observation, materials testing and inspection services for new construction, modernizations, parking lots, shade structures, and site work. Ninyo & Moore's scope during construction consisted of soils, concrete, masonry, welding, and pull/torque testing. Our laboratory services included proctor density tests, sand equivalent, r-value, compression testing of concrete, grout, and mortar, and moisture vapor emissions testing.

On-Call Testing and Inspection Services; City of Fontana, Fontana, California: Principal-in-Charger retained to provide construction and inspection services for various projects for the City of Fontana including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

As-Needed Geotechnical and Materials Testing/Inspection Services, Los Angeles County, California: Principal-in-Charge retained to provide as-needed geotechnical engineering and construction observation, materials testing and inspection services in support of various county projects.

Caltrans District 12/Sampling and Testing Services, #12A1589, Orange County, California: Served as Principal-in-Charge providing oversight for as-needed materials testing services to support the development and construction of State transportation projects in District 12. Services included sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services included California Impact Test, R-value, AC extraction, AC maximum density, durability, and flexural strength testing.

Riverside County Transportation Commission (RCTC) On-Call Materials Testing Services, Riverside County, California: Project Manager for the on-call geotechnical, environmental, and materials testing and inspection services contract with RCTC to support various design and construction projects including geotechnical design services for construction of new Metrolink railroad stations, bridge foundations, highway interchange improvements, parking lot and roadway paving recommendations. His responsibilities included contract management and daily coordination of field technicians, special deputy inspectors, and laboratory testing services, and submittal of the field and laboratory reports, as well as overall management of the soils and materials testing and inspection contract.

Fire Station No. 78, Fontana, California: Served as Principal Engineer for geotechnical consulting services relative to the design of a proposed fire station to be located on a vacant site along Citrus Avenue, about 1,000 feet north of Baseline Road, in the city of Fontana, California. Our services included a review of geologic and historical background information; subsurface exploration consisting of drilling, sampling, and logging of three exploratory borings; and laboratory testing to evaluate the characteristics of the on-site soils.

California Department of Corrections and Rehabilitation Fire Camp 16 Emergency Generator Project, Los Angeles, California: Principal Engineer performed a geotechnical evaluation for the Emergency Generator Project at the California Department of Corrections and Rehabilitation (CDCR) Fire Camp 16. The project included installation of an approximately 16,000-pound emergency generator with an approximate footprint of 10 feet by 20 feet, as well as future construction of a fuel storage tank.

Garreth Saiki, PE, GE

Project Manager

Working Location = Irvine Office
Availability = 70%
Total Years Experience = 31
Years Working at Ninyo & Moore = 21



EDUCATION

MBA, 1998, University of California Davis

M.S., Geotechnical Engineering, 1989,
University of California Berkeley

B.S., Civil Engineering, 1987, University of
California Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Project Manager for Ninyo & Moore, Mr. Saiki provides project coordination and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Division of State Architects (DSA) Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook).

EXPERIENCE

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Project Manager retained to provide on-call geotechnical, materials testing and inspection services for various airport projects located at the John Wayne Airport in Orange County, California.

Terminal Expansion Project, John Wayne Airport, Orange County, California: Project Engineer to perform preliminary geotechnical evaluation for the proposed Terminal Expansion Project. The project included three major elements: 1) Terminal Building Expansion; 2) Parking Structure Expansion and 3) Upper and Lower Roadway E.

Structural Security Modifications – Phase II, John Wayne Airport, Orange County, California: Project Engineer for on-call geotechnical/materials testing and construction inspection services contract with John Wayne Airport, Ninyo & Moore was requested to perform deputy inspection and materials testing services during construction of the Structural Security Modification Project at the airport.

Co-Generation Plant, John Wayne Airport, Orange County, California: Project Engineer for geotechnical evaluation for John Wayne Airport's (JWA) proposed Co-Generation Plant Facility under our contract with JWA for on-call geotechnical services. The proposed Co-Generation Plant will be constructed south of the existing B2 parking lot, which is located east of Terminal B.

Delta Maintenance Hangar, Los Angeles, California: As Project Manager, Mr. Saiki provided materials testing and deputy inspection services for the new Delta Maintenance Hangar at the Los Angeles International Airport (LAX). Services included materials testing of soils, aggregates, base, concrete, steel, masonry, asphalt, epoxy, and other construction materials, as well as, special deputy inspection services of the construction operations, including reinforced concrete, reinforced masonry, structural steel and welding, spray applied fireproofing, drilled-in-anchors, methane, shotcrete and earthwork/grading. Special inspection services were performed by City of Los Angeles Department of Building and Safety (LADBS) certified inspectors. We supported a construction schedule that included multiple-shifts, with multiple construction operations proceeding concurrently.

San Bernardino International Airport, Pavement Rehabilitation: Senior Engineer providing a geotechnical evaluation at the San Bernardino International Airport to evaluate the serviceable condition of existing taxiway and apron pavements and the adequacy of these pavements to support proposed aircraft traffic loads in accordance with Federal Aviation Administration (FAA) guidelines. The project was part of

Garreth Saiki

Project Manager

the conversion of the former Norton Air Force Base into an international airport capable of servicing domestic and international commercial passenger flights.

City of Los Angeles, Fire Station No. 82, Los Angeles, California: Served as Project Manager providing geotechnical construction support services for Fire Station No. 82 located at 5769 West Hollywood in Los Angeles, California. The fire station consisted of a three-story, steel-frame structure supported on shallow footing foundations and a slab-on-grade. The fire station included an apparatus room, living quarters, a hose tower, and training/parking area. Services consisted of geotechnical observation of the building pad overexcavation, which extended 3 feet below the building slab, scarification and compaction of the overexcavation bottom, and field density testing of the pad backfill.

Orange County Transportation Authority, On-Call Geotechnical Consulting, Soil and Materials Testing Services, Orange County, California: Project Manager provided a variety of services, including geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities. There are over 17 projects-to-date.

Orange County Sanitation Authority On-Call Geotechnical, Materials Testing, and Inspection Services for Collection Systems and Treatment Plant Projects: Served as Project Manager for four consecutive contract periods (over 43 projects) to provide the Authority with as-requested geotechnical, materials testing, and inspection services for various projects located within the Authority's Collection System, Treatment Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach. Ninyo & Moore has provided field technicians and registered deputy inspectors on various Authority projects to perform field sampling and testing of materials and special inspection services.

Riverside County Transportation Commission (RCTC) On-Call Materials Testing Services, Riverside County, California: Contract Manager for the on-call geotechnical, environmental, and materials testing and inspection services contract with RCTC. The contract involved various design and construction projects including geotechnical design services for construction of new railroad stations, bridge foundations, highway interchange improvements, parking lot and roadway paving recommendations.

Residential Roadway Rehabilitation, City of Fountain Valley, California: Served as Project Manager for materials testing services during construction of the Residential Roadway Rehabilitation – Quadrants C2 and C4 Project. The project included asphalt concrete overlay improvements to various streets in Fountain Valley. The project also included replacing concrete driveways, curb & gutters, and sidewalks.

County of Los Angeles, Department of Public Works, As-Needed Geotechnical, Soils and Materials Testing & Inspection Services, Los Angeles, California: Served as Project Manager retained to provide services to the County of Los Angeles, Department of Public Works ranging from geotechnical design, geotechnical testing and inspection to special inspection services for welding, fireproofing, and reinforced concrete and masonry. Ninyo & Moore has also worked with the Public Works coordination staff in controlling each projects budget from a geotechnical, materials testing, and inspection services point of view. Ninyo & Moore has provided services on various types of projects from pipeline interior documentation to entire new building design and construction.

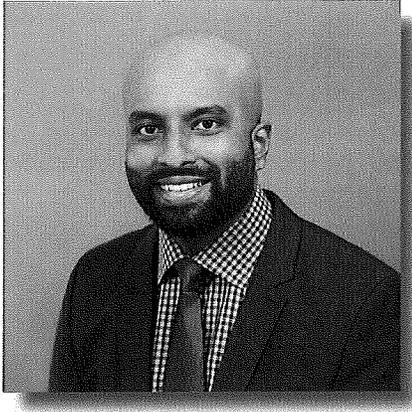
Los Angeles Unified School District (LAUSD), On-Call Materials Testing Services, Los Angeles, California: Project Manager retained for the on-call materials testing and inspections contract for various school construction projects throughout LAUSD. Services included materials conformance testing and special deputy inspection services in accordance with the requirements of the Division of the State Architect (DSA). Services also provided included observation of fill placement and compaction for parking lots, utility trenches, concrete flatwork, and minor landscaping slopes, field sampling and testing of reinforced concrete, batch plant inspection for reinforced concrete, testing of reinforcement bar and high strength bolts.

City of La Mirada On-Call Materials Testing, La Mirada, California: Project Manager retained to provide certified materials testing laboratory and inspection services for various projects within the City of La Mirada, California. The project includes geotechnical services including sampling, material testing, compaction testing, and other services requested. Responsibilities include project coordination and client liaison, on-site soil and materials testing and inspection during construction, field observation, documentation and testing, field sampling and in-place density testing, field sampling and testing of concrete structures and paving during construction and field inspection of the construction materials.

Rajindra Handapangoda,

PE, GE, Project Engineer

Working Location = Irvine Office
Availability = 75%
Total Years Experience = 13
Years Working at Ninyo & Moore = 13



Mr. Rajindra Handapangoda, PE, GE, assists with acquisition, documentation, and dissemination of data related to all phases of geotechnical investigations, as well as construction materials testing and inspection services; assists with compiling and analyzing geotechnical data obtained from both field and office research; assists with technical tasks involving data compilation, calculations, analysis, and design for design projects and/or repair recommendations; coordinates and supervises subsurface drilling activities; conducts investigations of subsurface conditions including site reconnaissance, mapping and logging of exploratory borings; coordinates with support staff consisting of technical illustrators, field and laboratory technicians, and word processors; and prepares correspondence, permit requests, geotechnical reports and other documents.

EDUCATION

B.S., Civil & Environmental
Engineering, 2005,
University of California, Los Angeles
M.S., Geotechnical & Earthquake
Engineering, 2006, University of
California, Los Angeles

REGISTRATIONS/ CERTIFICATIONS

PE 73171 (California)
GE 2998 (California)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

EXPERIENCE

Port of Long Beach, On-Call Geotechnical Professional Services, Long Beach, California: Project Engineer retained to provide Geotechnical Engineering Professional Services for development, expansion and/or improvements of general marine terminal, infrastructure, and other Port-related facilities on an on-call basis. Services include geotechnical investigations, collection and analysis of soil samples, collection and review of geological and geotechnical data from previous investigations, seismic hazard reviews, engineering analysis and design, permitting support and construction support services, subsurface utility investigations, Ground Penetrating Radar (GPR) pavement investigations and design, and laboratory testing services. Services have also included attending meetings at the Port of Long Beach to present review comments in a meeting format to POLB personnel.

Long Beach Unified School District, Avalon School Modular Building, Avalon, California: Project Manager retained to provide materials testing services during construction of the Avalon School Modular Building project in Avalon, California. The project included installation of a modular building supported by lumber foundations. The construction included scarification and recompaction of the existing subgrade material and placement of approximately 150 cubic yards of aggregate base. Mr. Handapangoda's scope of services included project coordination, technical support, and management, including review of the project geotechnical reports, plans and specifications, travel arrangements, distribution of test reports, and work scheduling.

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Project Engineer retained to provide on-call geotechnical, materials testing and inspection services for various airport projects located at the John Wayne Airport in Orange County, California.

Orange County Transportation Authority, On-Call Soil and Materials Testing Services, : Project Engineer providing on-call soils and materials testing services for OCTA under our current Agreement. Services include geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities.

Rajindra Handapangoda

Project Engineer

Irvine Ranch Water District/ On-Call Geotechnical Services: Project Engineer retained by IRWD to provide geotechnical consulting, soils and materials testing services for various projects in Orange County. The various projects included Orange Park Acres Pipe Break Repair, Zone C Pressure Reducing and Filter Station Pipe Break Repair and Skylight Protection Project. Services included project coordination and management, and preparation of limited geotechnical evaluations.

Irvine Unified School District, Geotechnical and Materials Testing Services: On several task orders under this contract, served as Project Engineer for the Santiago Hills Elementary School shade structure; the Plaza Vista Elementary School ground rod project; and the University High School athletic facility and the pool refurbishment projects.

Los Angeles Unified School District (LAUSD), On-Call Materials Testing Services, Los Angeles, California: Serving as Project Engineer for the on-call materials testing and inspections contract for various school construction projects throughout LAUSD. Services include materials conformance testing and special deputy inspection services in accordance with the requirements of the Division of the State Architect (DSA).

Santa Ana Unified School District (SAUSD), On-Call Soils and Materials Testing and Special Inspection Services: Serving as Project Manager for various K-12 projects throughout SAUSD. These projects include modernization, renovation, and new construction. Ninyo & Moore provided both geotechnical design and construction services for High School No. 5, Hector Godinez Fundamental High School. Ninyo & Moore has provided on-call soils and materials testing and inspection services on more than 50 task orders for SAUSD.

LAX Stormwater T.O.S., Los Angeles, California: Served as Senior Engineer to provide geotechnical services for the Westchester-LAX Stormwater BMP project in Los Angeles, California. Our study was performed in support of planning and design for a major stormwater runoff storage and infiltration system. The project is situated on bluffs underlain by older dune deposits near Los Angeles World Airport. The project involved installation of below grade water storage systems, infiltration systems, pump stations and pipeline conveyance systems. Our geotechnical services included research of geologic and seismic background data, historical aerial photographs, subsurface exploration, infiltration testing, and preparation of a detailed geologic report. Field exploration included backhoe test pits, borings and cone penetrometer tests to depths up to 123 feet. Slug testing and falling head infiltration tests were performed to evaluate the capacity of the infiltration system at the site. Laboratory testing included in-situ moisture and density, Proctor density, sieve analysis, Atterberg limits, consolidation, direct shear, permeability and corrosivity. Our geologic report included the results of our field exploration and testing, detailed boring and test pit logs, CPT soundings, laboratory test results and geologic cross sections.

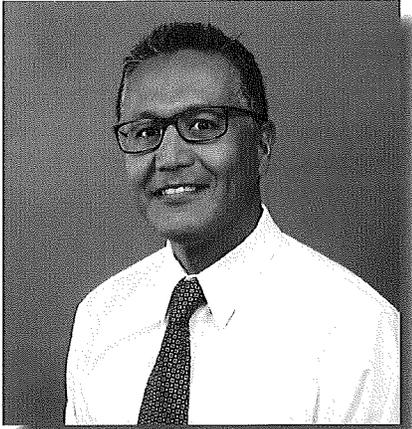
Rehabilitation of Activated Sludge Plant, Orange County Sanitation District, Fountain Valley, California: As Project Engineer, provided construction observation and inspection for the installation of the pre-cast, pre-stressed, concrete production piles for the Activated Sludge Plant, including observing the soils encountered during the pre-drilling, evaluating bearing capacity and uplift requirements and evaluating the overall integrity of the piles. Senior Staff Engineer conducted and observed the in-situ pile uplift test which was conducted for the purpose of evaluating the in-situ uplift capacity of the pile. Senior Staff Engineer conducted geotechnical analysis to evaluate the ultimate uplift capacity of the piles and recommendations were provided. Construction observation included documentation of pile driving operations and checking of pile elevations.

LAX Extension Lab Testing, Los Angeles, California: Senior Engineer retained during as-requested geotechnical consulting services for several phases of the LAX Midfield expansion project. Our services included project coordination and laboratory testing of geotechnical samples collected by Tetra Tech for the following proposed structures: C13 & D Taxiways, fire station, utility tunnel, RON aircraft parking, and service bridge. Our laboratory services included moisture and density tests, gradation analysis, consolidation, direct shear, Proctor density, soil corrosivity, R-value and CBR tests. Our test data were submitted to the client.

Alfredo "Tino" Rodriguez

Field Operations Manager

Working Location = Irvine Office
Availability = 50%
Total Years Experience = 33
Years Working at Ninyo & Moore = 23



EDUCATION

Coursework, General Education and Drafting, 1985, Golden West College

Mr. Rodriguez oversees field services inspectors and technicians, and provides project management, structural concrete deputy inspection services, asphalt/concrete pavement and roadway inspection services on highway and street improvement projects, construction management services on Caltrans and public works projects, geotechnical observation and testing services for large mass grading projects. Mr. Rodriguez has extensive experience in providing geotechnical and materials testing and deputy inspection services on various public works projects. He is very experienced with various testing and inspection procedures and project close-out requirements. He also performs quality control and inspection for underground utility, foundation and shoring construction including inspection during tie-back shoring/wall construction. His laboratory testing experience includes concrete, soils, aggregates and asphalt/concrete. As Field Operations Manager, he also provides technical oversight and training for field and laboratory technicians.

EXPERIENCE

John Wayne Airport On-Call Testing & Inspection Services, California: Served as Construction Services Manager retained by John Wayne Airport to provide as-requested geotechnical engineering, materials testing, and inspection services for various Airport Improvement projects. Services included special (deputy) inspection for reinforced concrete, structural masonry, structural steel and welding, non-destructive testing, and fireproofing. We performed field sampling and testing of construction materials, and we also provided laboratory testing of soil, concrete, steel, and other materials. These services were performed on the recently complete new Terminal C, which was designed and constructed as an essential facility in accordance with the California Building Code.

As-Needed Testing/Inspection Services, Los Angeles County, California: Senior Field Inspector/ Technician providing as needed engineering testing and inspection services for the County of Los Angeles. Services include on-call services in support of a variety of construction projects throughout the County of Los Angeles and neighboring counties.

City of Brea As-Needed Construction Materials & Soils Testing, Brea, California: Construction Services Supervisor provided on-call construction materials and soils testing services during the various construction and reconstruction projects for the City of Brea. Services were for various roadway reconstruction and new pipeline installation projects, as well as geotechnical and materials testing services for The Tracks at Brea – Segment 3 project.

Irvine Ranch Water District On-Call Geotechnical Services, Irvine, California: Served as Construction Services Manager overseeing soils and materials testing services for various projects in Orange County. The various projects included Orange Park Acres Pipe Break Repair, Zone C Pressure Reducing and Filter Station Pipe Break Repair and Skylight Protection Project.

Alfred "Tino" Rodriguez

Field Operations Manager

Irvine Great Park, Balloon Attraction, Irvine, California: Project Manager for the geotechnical, materials testing, and deputy inspection services during construction of the Great Park Balloon Attraction project in Irvine, California. The project was on an accelerated schedule and included extended hours and weekend work. The project consisted of constructing a new balloon attraction. The site is approximately 15 acres located south of Marine Way at 8th Street. The project included partial demolition of the existing improvements, construction of an approximately 12-foot-high, semi-circular landscape berm, a new fire access road from Marine Way to the existing parking lot, a new shade structure, and booth. Geotechnical and materials testing, and deputy inspection services included observation of re-medial excavation bottoms, monitoring and field density testing of backfill placement and berm embankment construction, sampling and testing of new aggregate base and asphalt concrete, inspection of concrete reinforcing steel installation, inspection, sampling and testing of freshly placed concrete including checking slump, temperature and casting a set of cylinders for each batch of concrete.

Orange County Coroner Building Expansion, Santa Ana, California: Lead Technician/Inspector provided testing and inspection services during the construction of the new Orange County Sheriff's Coroner Facility located in Santa Ana, California. The facility, an approximately 30,000-square-foot, two-story structure and associated at-grade parking area, supports work performed by the coroner, as well as provide classrooms and forensic science training facilities.

Irvine Unified School District, On-Call Soils and Materials Testing and Special Inspection Services: Serving as Construction Services Supervisor for various K-12 projects throughout the District. These services have been provided on over 45 task orders including the University High School, the Irvine High School Expansion, and the Stone Creek Elementary School project.

Long Beach Community College District, Industrial Technology Replacement Project, Long Beach, California: Construction Services Supervisor retained to oversee materials testing services during construction of the Industrial Technology Replacement project in Long Beach, California. The project was governed by the Division of the State Architect (DSA). The geotechnical design was performed by others and Ninyo & Moore was the geotechnical engineer of record during construction.

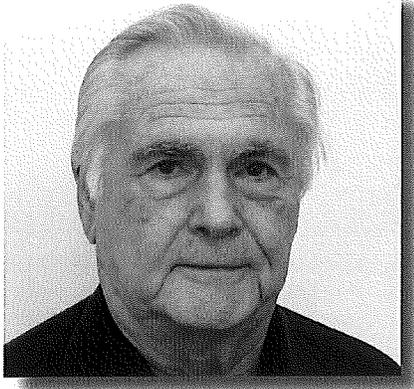
Jeffrey Road and I-405 Interchange Improvements, Irvine, California: Construction Services Supervisor retained provide oversight for the soils and materials testing services during construction of widening the south side of the Jeffrey Road Bridge over the I 405 Freeway. The project included widening the adjacent on-ramps and off-ramps and street improvements to University Drive and Jeffrey Road. The bridge widening design is a pre-stressed reinforced concrete box girder. The foundation system includes driven steel piles and reinforced concrete pile caps.

La Pata Avenue Gap Closure Project, Orange County, California: Served as Construction Services Manager providing oversight during construction of the La Pata Avenue Gap Closure Project in Orange County, California. The project involved the widening of 1.8 miles of La Pata Avenue in San Juan Capistrano and extending the roadway 2 miles to Avenida La Pata in San Clemente which will provide an essential link in the local roadway network. Mr. Rodriguez responsibilities oversight and coordination of field technicians.

Lawrence Lovett, PE

Technical Advisor
QA/QC Materials

Working Location = Irvine Office
Availability = 35%
Total Years Experience = 50
Years Working at Ninyo & Moore = 21



EDUCATION

MBA, 1971, City University of New York,
B.S., Civil Engineering, 1960, University of Maryland

REGISTRATIONS/ CERTIFICATIONS

RCE 50994 (California)
QE 3960 (California)
PE 16606 (New Jersey)
PE 43072 (New York)
PE 13352 (Nevada)

As a Principal Materials Engineer for Ninyo & Moore, Mr. Lovett conducts investigations and analyses for materials testing and inspection projects, directs and guides materials engineers, technicians and inspectors in compiling and analyzing materials testing and inspection data, authors and reviews materials testing and inspection reports and provides technical guidance and support to the professional staff.

EXPERIENCE

Port of Long Beach, On-Call Materials Testing and Inspection Services, Long Beach, California: Serving as QA/QC Manager providing on-call materials testing and inspections services in support of various POLB's Capital Improvements Program. The program consists of a variety of construction contracts and includes demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; container terminal development; commercial office buildings; industrial buildings; fire stations; dredging; navigation improvements; utilities; grading and paving; fencing; and communication systems.

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Serving as QA/QC Manager for the on-call geotechnical, materials testing and inspection services for various airport projects at John Wayne Airport. Project include geotechnical design for the co-generation plant; pavement evaluation for all of the airfield, roadways, and parking lot pavements; terminal building security enhancements and building modifications, and geophysical testing for underground utility locating.

On-Call Testing and Inspection Services, City of Fontana, Fontana, California: Served as Technical Advisor providing construction and inspection services for various projects for the City of Fontana including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

I-5 North Gateway Project, Orange County to Los Angeles County Line: Materials Engineer providing materials testing and inspection during the reconstructing and widening the existing I-5 Freeway from the 91 Freeway interchange to the Los Angeles County line. The construction included removal and replacement of 4 bridges including the Artesia Boulevard Bridge, Western Avenue Bridge, Beach Boulevard Bridge and Stanton Avenue Bridge. The project also included construction of 10 new retaining walls. The retaining wall designs included driven piles, cast-in-drilled-hole (CIDH) piles, spread footings, tie-back anchors and decorative concrete. The adjacent on-ramps and off-ramps were also widened and/or reconstructed. Several of the new foundations had to be constructed near or below the ground water elevation.

On-Call Materials Testing Services, San Bernardino, California: Served as Technical Advisor providing as-needed road materials testing services for the County of San Bernardino. Services include on-call support of a variety of transportation construction projects throughout the County of San Bernardino. Our services include roadway rehabilitation/improvement projects that will utilize Caltrans Test Methods for soils and asphalt materials.



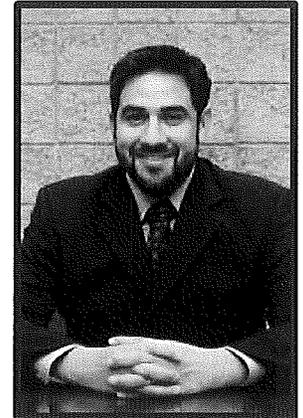
C. FERNANDO ARAGÓN, M.S., P.E., G.E.
CIVIL ENGINEER, GEOTECHNICAL ENGINEER

EDUCATION

- Loyola Marymount University of Los Angeles, B.S., Civil Engineering
- University of California, Berkeley, M.S., Civil Engineering with emphasis in Geo Engineering

PROFESSIONAL REGISTRATIONS

- Registered Civil Engineer, California, No. 72277 [Exp. 6/30/20]
- Registered Geotechnical Engineer, California, No. 2994 [Exp. 6/30/20]
- California Department of Transportation, Certificate of Proficiency, Expires: 9/2019
- Governor's Office of Emergency Services – Disaster Services Worker – Volunteer



PROFESSIONAL AFFILIATIONS AND HONORS

- American Society of Civil Engineers
- ASTM International – Participating Member
- Member of Tau Beta Pi National Engineering Honor Society
- Member of Chi Epsilon National Civil Engineering Honor Society
- Association of Drilled Shaft Contractors (ADSC), The International Association of Foundation Drilling, 2004-2005 graduate student scholarship recipient
- University of California at Berkeley, 2004-2005 graduate fellowship

PROFESSIONAL HISTORY

- 1997-Present: **Aragón Geotechnical Inc.**, Riverside, California; Soils Technician (Laboratory and Field) to Engineering Assistant, Staff Engineer, Project Engineer to President.
- 5/2002-8/2002: **Kiewit Pacific Company**, Santa Fe Springs, California; Engineering Field Intern.
- 1996-1997: **Aragón Geotechnical Consultants, Inc.**, Riverside and Lake Arrowhead, California; Engineering Assistant; Soils Technician (Laboratory and Field.)



EXPERIENCE SUMMARY

As a Field and Laboratory Technician for Aragón Geotechnical Consultants, Inc., and Aragón Geotechnical, Inc. inspected large and small grading projects; also, performed Laboratory soil mechanics tests, including: Moisture-density tests on "undisturbed" soil samples, Expansion Index tests, Consolidation and Hydro-collapse tests, Maximum-density/Optimum Moisture Content Determinations (Proctor), Atterberg Limits Determinations, and Grain-size Distribution Tests.

As a Field Engineering Intern for Kiewit Pacific Company, inspected the installation of materials at various construction sites; aided Mechanical and Civil Engineers with submittals; hired subcontractors for installation of various construction components at different projects, and surveyed and prepared "as built" pipelines profile plans.

Mr. Aragon has designed septic systems, drafted geologic maps, prepared boring logs and laboratory results, managed projects, overseen materials testing for the CCRL, AMRL and Caltrans approved laboratory, and prepared calculations for reports. Mr. Aragon has also managed all laboratory and field quality control and quality assurance services. Mr. Aragon has experience in slope stability, settlement analyses, liquefaction analyses, bearing capacity calculations, aggregate analyses, geotechnical investigation reports and recommendations.

Mr. Aragon has extensive experience in the field of pavement engineering, including experience with distressed pavement evaluations, pavement structural section design, hot asphalt concrete mix designs, cold recycled asphalt mix designs, quality control and quality assurance testing for hot asphalt concrete and cold recycled asphalt, and plan preparation and specifications for rehabilitation projects, including replacement of facilities and recycling of existing materials.

Mr. Aragón has been the quality control or quality assurance engineer on over 250 street improvement projects for cold in-place recycled asphalt, cold central plant recycled asphalt, soil stabilization and hot mix asphalt projects. As quality control engineer, reviewed submittals, presented as a Just-In-Time training Instructor, reviewed field and laboratory testing data and provided recommendations for on-site challenges during construction.

Mr. Aragón has been the Geotechnical Engineer on several utility improvement projects throughout the State of California including but not limited to stormdrains, waterlines, electrical lines, sewer lines, fiber optic lines and gas lines. Mr. Aragón has severed and continues to serve as an on-call Geotechnical Engineer to for contractors, municipal agencies and developers.



Luis Arguello III, E.I.T **PROJECT ENGINEERING/MANAGER**

EDUCATION

- San Diego State University, B.S., Civil Engineering (emphasis Geotechnical Engineering)
- California State Polytechnic University, Pomona, M.S., Civil Engineering (emphasis Geotechnical Engineering)

PROFESSIONAL REGISTRATIONS

- Registered Civil Engineer, Nevada No. 027098
- Registered Engineer In-Training, California No. 151825
- American Concrete Institute – Field Technician – Grade I No. 01322983
- California Department of Transportation, Certificate of Proficiency
- Portable Nuclear Gauge Safety Certified



PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers Associate Member
- California Geo-Institute Member
- American Society for Testing and Materials Committee

PROFESSIONAL HISTORY

2012-2018: **Aragón Geotechnical Inc.**, Riverside, California; Staff Engineer

2016-Present: **Aragón Geotechnical Inc.**, Riverside, California; Project Engineering/Manager

EXPERIENCE SUMMARY

Mr. Arguello has worked on various Geotechnical and Materials Engineering projects in Southern California. Luis has worked on various stages of projects, from proposal preparation, sampling and testing, and final report preparation. His technical experience includes slope stability analyses, settlement analyses, liquefaction analyses, bearing capacity calculations, AutoCAD drafting, aggregate analyses, geotechnical investigation reports and recommendations, distressed pavement evaluations, pavement structural section design, project management, hot asphalt concrete mix design reviews, Cold In-Place Recycling (CIR) and Cold Central Plant Recycling (CCPR) quality control and quality assurance, and plan preparation and specifications for rehabilitation projects.

Currently, Mr. Arguello is responsible for implementing a successful project initiation while planning, executing, and overseeing the progress of a project up to completion. Coordinating and communicating with field technicians and representatives is essential when challenges arise and problem solving is required. Mr. Arguello is happy to contribute and perform lab, field, or inspection work when the need arises.



FABIOLA JAQUE-DIAZ, P.E.
PROJECT MANAGER

Expertise

- ▣ Project Management
- ▣ Geotechnical Engineering
- ▣ Quality Control
- ▣ Material Testing
- ▣ Field Inspection
- ▣ Construction Management
- ▣ Construction Planning

Mrs. Jaque-Diaz is one of the founders and President of California Testing & Inspections, she is a California Registered Professional engineer with over 20 years of experience in geotechnical and material testing laboratory services for private and public projects. Mrs. Jaque-Diaz founded California Testing & Inspections, gathering a diverse group of talented professionals in the geotechnical and material testing field. Her diverse experience in the geotechnical field allowed her to create a company dedicated to provide a tailored service for private and public agencies. The company has gained a solid reputation in the Los Angeles area obtaining contract with public entities as METRO, Los Angeles County PW, NASA-JPL, DGS and private companies as Skanska, Wash-Shea, Kiewit, etc. Her focus is to grow the company operations in the San Diego County area, and in that effort she has been able to consolidate on-call contracts with the City of National City Public Works and the County of San Diego.

Mrs. Jaque-Diaz has performed various laboratory tests on soil samples collected at the project sites during geotechnical investigation to determine the site subsurface conditions and develop geotechnical recommendations for the design and construction, and various material testing including, but not limited to: R Value, Permeability Test, Direct Shear, Consolidation, Moisture/Density (Proctor), Marshall density, Compression Testing on concrete, Masonry and Prisms samples, Atterberg Limits.

CREDENTIALS

- B.S. Civil Engineering, University of Santiago, Chile
- Professional Engineer, California, P.E. #C-76471
- NIICET Level III, CMT, Soil
- NICET Level III, CMT, Concrete
- NICET Level III, CMT, Asphalt
- ACI Field Testing Technician, Level I
- ACI Masonry Lab Technician
- ACI Concrete Laboratory Testing Technician, Level I
- WAQTC Embankment and Base Radiation Safety Officer (RSO)

EXPERIENCE

- LADWP Scattergood Unit 3 Demolition, El Segundo, CA, Project Manager
- Los Angeles County Metropolitan Transportation Authority, Laboratory Testing On-Call Contract
- County of Los Angeles, Department of Public Works, On-Call Contract
- Metro Westside Exploratory Shaft, Project Manager
- UPRR Colton Flyover, Project Manager
- SMMUSD-Science and Technology Building, On-Going, Project Manager for the Quality Assurance Services



**JOSEPH STANLEY
SCHWEITZER, G.E.**
*PRINCIPAL GEOTECHNICAL
ENGINEER*

Expertise

- ▣ Geotechnical Engineering
- ▣ Project Management
- ▣ Material Inspection
- ▣ Material Testing
- ▣ Seismic Analysis
- ▣ Construction Technology
- ▣ Field Investigation
- ▣ Engineering Analysis

Mr. Schweitzer is a registered geotechnical engineer with over 40 years of experience in providing a "cost effective" and "value engineered" approach to geotechnical engineering, seismic analysis, materials inspection and testing, and construction technology to achieving the project objectives. He is responsible for all aspects of project management and engineering from investigation through construction including coordination and communication with clients, municipalities, contractors, and sub-contractors. Other responsibilities include developing and executing field investigations and laboratory testing programs, completing engineering analyses, following the completion of material testing, preparing technical reports, and observing geotechnical aspects of construction. Project types included a wide range of transportation, education, commercial, municipal, industrial facilities, reservoirs and multi-lot residential developments. Mr. Schweitzer has provided Geotechnical Engineering Consulting Services to a variety of Cities and County Agencies that included geotechnical report review. These Cities included Irvine, Torrance, Moreno Valley and Counties of Los Angeles and Orange.

CREDENTIALS

- B.S. Civil Engineering, California State University Long Beach
- M.S. Civil Engineering, California State University Long Beach
- Professional Engineer, California, P.E. #28238
- Geotechnical Engineer, California, G.E. #758
- OSHA 40-Hour Hazardous Waste Worker
- OSHA 24-Hour First Responder-Operations
- Radiation Safety Officer (RSO)

EXPERIENCE

- LADWP Scattergood Unit 3 Demolition, El Segundo, CA, Geotechnical Engineering Support
- Crenshaw/LAX Transit Corridor, QA/QC, Geotechnical Engineer, Soil Stabilization, MSE Walls
- Regional Connector Corridor, Geotechnical Engineer, Piles, Soils Inspections
- USC – Biegler Vault Project, Geotechnical Engineer, Geotechnical Exploration and Recommendations Report
- UPRR Colton Flyover, Geotechnical Engineer, Soil Stabilization, Stone Columns
- San Ysidro Land Port of Entry Phase 3, San Diego, CA, Geotechnical Engineering Support
- LA County DPW San Fernando Mental Health Center, Geotechnical Investigation

EXHIBIT “B”

Rates or Charges

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist.....	\$ 195
Senior Engineer/Geologist/Environmental Scientist	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 185
Project Engineer/Geologist/Environmental Scientist.....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 150
Staff Engineer/Geologist/Environmental Scientist.....	\$ 145
GIS Analyst.....	\$ 125
Technical Illustrator/CAD Operator	\$ 103

Field Staff

Certified Asbestos/Lead Technician.....	\$ 185
Field Operations Manager.....	\$ 125
Nondestructive Examination Technician (UT, MT, LP).....	\$ 119
Supervisory Technician	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing).....	\$ 109
Senior Technician	\$ 108
Technician.....	\$ 103

Administrative Staff

Information Specialist	\$ 85
Geotechnical/Environmental/Laboratory Assistant.....	\$ 80
Data Processor.....	\$ 75

Other Charges

Concrete Coring Equipment (includes technician).....	\$ 190/hr
Anchor Load Test Equipment (includes technician).....	\$ 190/hr
GPR Equipment.....	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment.....	\$ 80/hr
Rebar Locator (Pachometer).....	\$ 25/hr
Vapor Emission Kit.....	\$ 65/kit
Nuclear Density Gauge.....	\$ 12/hr
X-Ray Fluorescence.....	\$ 70/hr
PID/FID.....	\$ 25/hr
Air Sampling Pump.....	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony.....	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt, within Net 30.

Ninyo & Moore's invoiced rates will reflect rates as agreed upon in the master contract and associated contract amendments.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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:

Kurt Yoshii, Principal-in-Charge

Garreth Saiki, Project Manager