

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

CONTRACT

31616

THIS CONTRACT is made and entered, in duplicate, as of April 1, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 22, 2009, by and between JOHN BEAN TECHNOLOGIES CORPORATION DBA JBT AEROTECH, a Delaware corporation ("Contractor"), with a place of business at 1805 West 2550 South, Ogden, Utah 84401, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with maintenance and associated services for baggage handling and conveyance systems at the Long Beach Airport ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Qualifications for the Maintenance of Baggage Handling and Conveyance Systems at the Long Beach Airport ("RFQ") on February 26, 2009 and Contractor's proposal submitted in response to RFQ dated July 28, 2009 for such Project and related service and maintenance, all attached hereto as Exhibits "A" and "A-1" and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in the RFQ, more particularly described in Exhibit "A", attached to this Contract and incorporated by this reference, said work to be performed according to the

1 Contract Documents identified below. However, this Contract is intended to provide to
2 City complete and finished work and, to that end, Contractor shall do everything
3 necessary to complete the work, whether or not specifically described in the Contract
4 Documents.

5 2. PRICE AND PAYMENT.

6 A. City shall pay to Contractor the amount(s) for materials and
7 work identified in Contractor's proposal submitted in response to RFQ, attached
8 hereto as Exhibit "A-1", and City shall pay for these services in the manner
9 described below, not to exceed Two Million Dollars (\$2,000,000), at the rates or
10 charges shown in that Exhibit.

11 B. Contractor shall offer two (2) pricing scenarios for three (3)
12 year maintenance services, more particularly described in Exhibit "A-1". "Pricing
13 Scenario 1" is for one (1) full-time technician and one (1) part-time technician to
14 provide sixty (60) hours of maintenance support per week, and "Pricing Scenario
15 2" is for two (2) full-time technicians to provide eighty (80) hours of maintenance
16 support per week. City elects Pricing Scenario 2 for year one of this Contract, and
17 City shall have the option of electing either Pricing Scenario 1 or Pricing Scenario
18 2 at the end of either year one or year two of this Contract.

19 C. Where additional services are requested as described below,
20 Contractor shall provide a written proposal and the quantities and price thereof
21 shall have been first agreed upon, in writing, by the parties hereto.

22 i. Parts, spare and as-needed for maintenance, to be
23 paid for by City upon Contractor's submittal of the paid receipt, plus
24 allowable mark-up.

25 ii. Emergency services outside of Contractor's regular
26 working hours for the technicians dedicated to the Long Beach Airport to be
27 paid for at the hourly rates or charges shown in Exhibit "A-1".

28 iii. The design and construction of system improvements,

1 as described in Appendix A of the RFQ, shall be paid for at a price mutually
2 agreed upon in writing by the parties.

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

17 3. CONTRACT DOCUMENTS. The Contract Documents include: The
18 RFQ, including Appendix A (Preliminary Scope of Work), Appendix C (Existing Baggage
19 Handling and Conveyance Systems), Appendix E (FAA Advisory Circular 150/5370-2E,
20 Operational Safety on Airports During Construction), and Appendix F (Long Beach Airport
21 Safety and Security Requirements During Construction), all attached thereto; the
22 California Code of Regulations; the various Uniform Codes applicable to trades; the
23 prevailing wage rates; Contractor's proposal submitted in response to RFQ; the City of
24 Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
25 this Contract and all documents attached hereto or referenced herein including but not
26 limited to insurance; Bond for Faithful Performance; Payment Bond; any permits required
27 and issued for the work; approved final design drawings and documents; and the
28 Information Sheet. These Contract Documents are incorporated herein by the above

1 reference and form a part of this Contract.

2 4. TIME FOR CONTRACT. The term of this Contract shall commence
3 at midnight on April 1, 2010, and shall terminate at 11:59 p.m. on May 31, 2013, unless
4 sooner terminated as provided in this Contract, or unless the services or the Project is
5 completed sooner.

6 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
7 acceptance of any work or the payment of any money by City shall not operate as a
8 waiver of any provision of any Contract Document, of any power reserved to City, or of
9 any right to damages or indemnity hereunder. The waiver of any breach or any default
10 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

11 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
12 herewith, Contractor shall submit certification of Workers' Compensation coverage in
13 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
14 attached hereto as Exhibit "B".

15 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
16 upon City by Contractor for and on account of any extra or additional work performed or
17 materials furnished, unless such extra or additional work or materials shall have been
18 expressly required by the City Manager and the quantities and price thereof shall have
19 been first agreed upon, in writing, by the parties hereto.

20 8. CLAIMS. Contractor shall, upon completion of the work, deliver
21 possession thereof to City ready for use and free and discharged from all claims for labor
22 and materials in doing the work and shall assume and be responsible for, and shall
23 protect, defend, indemnify and hold harmless City from and against any and all claims,
24 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
25 persons, or damages to property, including property of City, which arises from or is
26 connected with the performance of the work.

27 9. INSURANCE. Prior to commencement of work, and as a condition
28 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence

1 of all insurance required in the Contract Documents.

2 In addition, Contractor shall complete and deliver to City the form
3 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply
4 with Labor Code Section 2810.

5 10. WORK DAY. Contractor shall comply with Sections 1810 through
6 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
7 penalty to City, the sum of Twenty-five Dollars (\$25) for each worker employed by
8 Contractor or any subcontractor for each calendar day such worker is required or
9 permitted to work more than eight (8) hours unless that worker receives compensation in
10 accordance with Section 1815.

11 11. PREVAILING WAGE RATES. Contractor is directed to the
12 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
13 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
14 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
15 work done by Contractor, or any subcontractor, under this Contract.

16 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

17 A. If the work is terminated pursuant to an order of any Federal
18 or State authority, Contractor shall accept as full and complete compensation
19 under this Contract such amount of money as will equal the product of multiplying
20 the Contract price stated herein by the percentage of work completed by
21 Contractor as of the date of such termination, and for which Contractor has not
22 been paid. If the work is so terminated, the City Engineer, after consultation with
23 Contractor, shall determine the percentage of work completed and the
24 determination of the City Engineer shall be final.

25 B. If Contractor is prevented, in any manner, from strict
26 compliance with the RFQ due to any Federal or State law, rule or regulation, in
27 addition to all other rights and remedies reserved to the parties City may by
28 resolution of the City Council suspend performance hereunder until the cause of

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1 disability is removed, extend the time for performance, make changes in the
2 character of the work or materials, or terminate this Contract without liability to
3 either party.

4 13. NOTICES.

5 A. Any notice required hereunder shall be in writing and
6 personally delivered or deposited in the U.S. Postal Service, first class, postage
7 prepaid, to Contractor at the address first stated herein, and to the City at 333
8 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
9 copy to the Long Beach Airport at 4100 Donald Douglas Drive, 2nd Floor, Long
10 Beach, California 90808, Attn: Airport Director. Notice of change of address shall
11 be given in the same manner as stated herein for other notices. Notice shall be
12 deemed given on the date deposited in the mail or on the date personal delivery is
13 made, whichever first occurs.

14 B. Except for stop notices and claims made under the Labor
15 Code, City will notify Contractor when City receives any third party claims relating
16 to this Contract in accordance with Section 9201 of the Public Contract Code.

17 14. BONDS. To the extent Contractor shall perform design and
18 construction of system improvements, or any other construction work, at a dollar amount
19 negotiated or to be negotiated by the parties ("Negotiated Price") under this Contract,
20 Contractor shall, prior to the issuance of a Notice to Proceed for such work, execute and
21 deliver to City a good and sufficient corporate surety bond, in the form attached hereto
22 and in an amount of not less than one hundred percent (100%) of the Negotiated Price as
23 security for the faithful performance of such work under this Contract by Contractor, and
24 a good and sufficient corporate surety bond, in the form attached hereto and in an
25 amount of not less than one hundred percent (100%) of Negotiated Price for the payment
26 of all labor and material claims incurred in connection such work under this Contract.

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned by

1 Contractor without the written consent of City first had and obtained, nor will City
2 recognize any subcontractor as such, and all persons engaged in the work of
3 construction will be considered as independent contractors or agents of Contractor and
4 will be held directly responsible to Contractor.

5 16. CERTIFIED PAYROLL RECORDS.

6 A. Contractor shall keep and shall cause each subcontractor
7 performing any portion of the work under this Contract to keep an accurate payroll
8 record, showing the name, address, social security number, work classification,
9 straight time and overtime hours worked each day and week, and the actual per
10 diem wages paid to each journeyman, apprentice, worker, or other employee
11 employed by Contractor or subcontractor in connection with the work, all in
12 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
13 payroll records for Contractor and all subcontractors shall be certified and shall be
14 available for inspection at all reasonable hours at the principal office of Contractor
15 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
16 to furnish such records to City in the manner provided herein for notices shall
17 entitle City to withhold the penalty prescribed by law from progress payments due
18 to Contractor.

19 B. Upon completion of the work, Contractor shall submit to the
20 City certified payroll records for Contractor and all subcontractors performing any
21 portion of the work under this Contract. Certified payroll records for Contractor
22 and all subcontractors shall be maintained during the course of the work and shall
23 be kept by Contractor for up to three (3) years after completion of the work.

24 C. The foregoing is in addition to, and not in lieu of, any other
25 requirements or obligations established and imposed by any department of the
26 City with regard to submission and retention of certified payroll records for
27 Contractor and subcontractors.

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

1 the contrary in the RFQ, Contractor shall have the responsibility, care and custody of the
2 work. If any loss or damage occurs to the work that is not covered by collectible
3 commercial insurance, excluding loss or damage caused by earthquake or flood or the
4 negligence or willful misconduct of City, then Contractor shall immediately make the City
5 whole for any such loss or pay for any damage. If Contractor fails or refuses to make the
6 City whole or pay, then City may do so and the cost and expense of doing so shall be
7 deducted from the amount due Contractor from City hereunder.

8 18. CONTINUATION. Termination or expiration of this Contract shall not
9 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
10 prior to termination or expiration of this Contract.

11 19. TAXES AND TAX REPORTING.

12 A. As required by federal and state law, City is obligated to report
13 the payment of compensation to Contractor on Form 1099-Misc. and Contractor
14 acknowledges that Contractor is not entitled to payment under this Contract until it
15 has provided its Employer Identification Number to City. Contractor shall be solely
16 responsible for payment of all federal and state taxes resulting from payments
17 under this Contract.

18 B. Contractor shall cooperate with City in all matters relating to
19 taxation and the collection of taxes, particularly with respect to the self-accrual of
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
21 materials, equipment, supplies, or other tangible personal property totaling over
22 \$100,000 shipped from outside California, a qualified Contractor shall complete
23 and submit to the appropriate governmental entity the form in Appendix "A"
24 attached hereto; and (ii) for construction contracts and subcontracts totaling
25 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
26 of Equalization for the Work site. "Qualified" means that the Contractor purchased
27 at least \$500,000 in tangible personal property that was subject to sales or use tax
28 in the previous calendar year.

1 C. Contractor shall create and operate a buying company, as
2 defined in State of California Board of Equalization Regulation 1699, subpart (h),
3 in City if Contractor will purchase over \$10,000 in tangible personal property
4 subject to California sales and use tax.

5 D. In completing the form and obtaining the permit(s), Contractor
6 shall use the address of the Work site as its business address and may use any
7 address for its mailing address. Copies of the form and permit(s) shall also be
8 delivered to the City Engineer. The form must be submitted and the permit(s)
9 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
10 order any materials or equipment over \$100,000 from vendors outside California
11 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
12 shall be a material breach of this Contract. In addition, Contractor shall make all
13 purchases from the Long Beach sales office of its vendors if those vendors have a
14 Long Beach office and all purchases made by Contractor under this Contract
15 which are subject to use tax of \$500,000 or more shall be allocated to the City of
16 Long Beach. Contractor shall require the same cooperation with City, with regards
17 to subsections B, C and D under this section (including forms and permits), from
18 its subcontractors and any other subcontractors who work directly or indirectly
19 under the overall authority of this Contract.

20 E. Contractor shall not be entitled to and by signing this Contract
21 waives any claim or damages for delay against City if Contractor does not timely
22 submit these forms to the appropriate governmental entity. Contractor may
23 contact the City Controller at (562) 570-6450 for assistance with the form.

24 20. ADVERTISING. Contractor shall not use the name of City, its
25 officials or employees in any advertising or solicitation for business, nor as a reference,
26 without the prior approval of the City Manager, City Engineer or designee.

27 21. AUDIT. If payment of any part of the consideration for this Contract
28 is made with federal, state or county funds and a condition to the use of those funds by

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1 City is a requirement that City render an accounting or otherwise account for said funds,
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,
3 extract information from, and copy all books, records, accounts and other information
4 relating to this Contract.

5 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
6 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
7 that no special precautions are required to perform said work.

8 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
9 parties to benefit themselves only and is not in any way intended or designed to or
10 entered for the purpose of creating any benefit or right of any kind for any person or entity
11 that is not a party to this Contract.

12 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
13 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
14 create any obligation on the part of City to pay any subcontractor except in accordance
15 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
16 with this Section shall be deemed a material breach of this Contract. A list of
17 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
18 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
19 reference.

20 25. NO DUTY TO INSPECT. No language in this Contract shall create
21 and City shall not have any duty to inspect, correct, warn of or investigate any condition
22 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
23 regulations relating to said work. If City does inspect or investigate, the results thereof
24 shall not be deemed compliance with or a waiver of any requirements of the Contract
25 Documents.

26 26. GOVERNING LAW. This Contract shall be governed by and
27 construed pursuant to the laws of the State of California (except those provisions of
28 California law pertaining to conflicts of laws).

1 27. INTEGRATION. This Contract, including the Contract Documents
2 identified in Section 3 hereof, constitutes the entire understanding between the parties
3 and supersedes all other agreements, oral or written, with respect to the subject matter
4 herein.

5 28. COSTS. If there is any legal proceeding between the parties to
6 enforce or interpret this Contract or to protect or establish any rights or remedies
7 hereunder, the prevailing party shall be entitled to its costs, including reasonable
8 attorney's fees.

9 29. NONDISCRIMINATION. In connection with performance of this
10 Contract and subject to federal laws, rules and regulations, Contractor shall not
11 discriminate in employment or in the performance of this Contract on the basis of race,
12 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
13 status, handicap or disability. It is the policy of the City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
15 encourages Contractor to use its best efforts to carry out this policy in the award of all
16 subcontracts.

17 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
18 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
19 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long
20 Beach Municipal Code, as amended from time to time.

21 A. During the performance of this Contract, the Contractor
22 certifies and represents that the Contractor will comply with the EBO. The
23 Contractor agrees to post the following statement in conspicuous places at its
24 place of business available to employees and applicants for employment:

25 "During the performance of a Contract with the City of Long Beach,
26 the Contractor will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

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1 Long Beach Business Services Division at 562-570-6200.”

2 B. The failure of the Contractor to comply with the EBO will be
3 deemed to be a material breach of the Contract by the City.

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

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

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

17 31. DEFAULT. Default shall include but not be limited to Contractor's
18 failure to perform in accordance with the RFQ, failure to comply with any Contract
19 Document, failure to pay any penalties, fines or charges assessed against Contractor by
20 any public agency, failure to pay any charges or fees for services performed by the City,
21 and if Contractor has substituted any security in lieu of retention, then default shall also
22 include City's receipt of a stop notice. If default occurs and Contractor has substituted
23 any security in lieu of retention, then in addition to City's other legal remedies, City shall
24 have the right to draw on the security in accordance with Public Contract Code Section
25 22300 and without further notice to Contractor. If default occurs and Contractor has not
26 substituted any security in lieu of retention, then City shall have all legal remedies
27 available to it.

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

JOHN BEAN TECHNOLOGIES CORPORATION DBA JBT AEROTECH, a Delaware corporation

April 12, 2010

By [Signature]
President General Manager
Brent Ahlstrom
Type or Print Name

April 8, 2010

By [Signature]
Secretary
JAMES L. MARVIN
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4/29, 2010

By [Signature]
City Manager

"City"

This Contract is approved as to form on 4/28

2010

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
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DELEGATION OF SIGNATURE AUTHORITY

By resolution of the Board of Directors of John Bean Technologies Corporation, I was vested with authority, in my capacity as a Vice President to execute, and to delegate to any person authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of business of the Corporation.

Pursuant to this authority, I hereby authorize Brent Ahlstrom, General Manager of Airport Services, a business unit of the AeroTech Division of the Corporation, to execute and deliver all written instruments whatsoever pertaining to matters which are in the ordinary course of business of Airport Services business.

This delegation shall become effective on October 27, 2009 until revoked in writing.

Dated: October 27, 2009

JOHN BEAN TECHNOLOGIES CORPORATION

By: _____

John Lee

Title: Vice President and Division Manager, JBT
AeroTech Division

JOHN BEAN TECHNOLOGIES CORPORATION

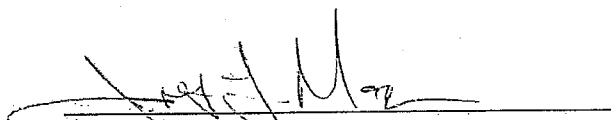
CERTIFICATE OF SECRETARY

I, James L. Marvin, Secretary of John Bean Technologies Corporation, a Delaware corporation (the "Corporation"), do hereby certify that:

The Board of Directors of the Corporation adopted the resolutions attached hereto as Exhibit A on August 8, 2008, and such resolutions remain in full force and effect.

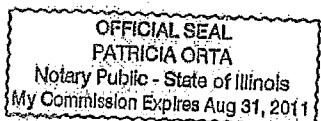
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation.

Dated: August 26, 2008


James L. Marvin
Secretary

State of Illinois)
County of Cook)

On the 26th day of August, 2008, before me, a Notary public in and for said State and County, personally appeared James L. Marvin, who being by me duly sworn, did depose and say that he is the Secretary of John Bean Technologies Corporation, a corporation described in, and which executed the above instruments, that the seal affixed to the above instrument is the corporate seal of John Bean Technologies Corporation; and that the above instrument was signed by him on behalf of John Bean Technologies Corporation as Secretary thereof and its seal affixed thereto by authority of its By-Laws and its Board of Directors.



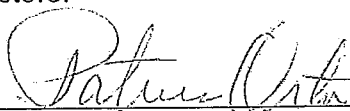

Notary Public

Exhibit A
John Bean Technologies Corporation
Board of Directors Resolutions
Adopted on August 8, 2008

SIGNATURE AUTHORITY

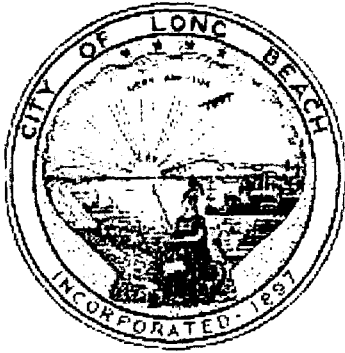
RESOLVED, that the Board of Directors hereby grants the following signature authority:

Officers. The Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Chief Accounting Officer, the Controller, any Vice President, the Secretary, the Treasurer, any Assistant Secretary and any Assistant Treasurer are each authorized, in that capacity, to execute, and to delegate to any person the authority to execute, all written instruments whatsoever including, without limitation, deeds, leases, agreements, bids, contracts, bonds, powers of attorney and proxies that are in the ordinary course of the Corporation's business.

Division Managers. Each person employed by the Corporation as a Division Manager is authorized, in that capacity, to execute, and to delegate to persons employed in his or her Division authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of the business of the Division;

provided that any delegation of signature authority pursuant to this resolution shall be: (i) effective only if in writing and when filed with the Secretary of the Corporation; (ii) limited as set forth in such delegation; and (iii) effective on the date appearing thereon for the period specified therein or if no period is specified until revoked in writing; provided further, that any person may rely on a certificate signed by the Secretary or any Assistant Secretary of the Corporation to the effect that a particular person has specified signature authority pursuant to this resolution.

EXHIBIT "A"



City of Long Beach
Working Together to Serve

Long Beach Airport

REQUEST FOR QUALIFICATIONS

for

THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS

AT THE LONG BEACH AIRPORT

Release Date: Thursday, February 26, 2009

Mandatory Pre-Submittal Conference and Site Visit:
Tuesday, March 10, 2009

Submittal Deadline: Thursday, March 19, 2009

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Appendix A – Preliminary Scope of Services

Appendix B – Sample Contract and Insurance Forms

Appendix C – Existing Baggage Handling and Conveyor Systems

Appendix D – Maintenance Schedule Recommended by Manufacturers

Appendix E – FAA Advisory Circular 150/5370-2E; "Operational Safety on Airports During Construction"

Appendix F – Long Beach Airport Safety and Security Requirements During Construction

REQUEST FOR QUALIFICATIONS

for

THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS AT THE LONG BEACH AIRPORT

The City of Long Beach desires to engage the services of a Baggage System Maintenance Provider ("Maintenance Provider") to provide regular scheduled preventative maintenance, emergency repairs, maintenance of parts inventory, and installation of improvements for the baggage handling and conveyance systems at the Long Beach Airport. The existing systems are comprised of three belts leading from the Terminal Building, a conveyor system delivering bags to and from the baggage screening devices utilized by the Transportation Security Administration (TSA), a baggage make-up device utilized by the airlines, and three carousels for baggage pick-up by passengers.

1. INTRODUCTION

This RFQ is intended to procure maintenance services for the above described work at the Long Beach Airport. A Preliminary Scope of Services is included in this RFQ as Appendix A. In summary, the services shall include:

- Development of a schedule for and performance of regularly scheduled preventative maintenance recommended by the installers and manufacturers of the systems and as determined necessary by the Maintenance Provider and the Airport.
- Response to requests for emergency repairs when any portion of the system is inoperable.
- Maintenance of parts inventory deemed necessary by the Airport and the Maintenance Provider.
- Design and/or construction of system improvements as requested by the Airport. Work shall include obtaining all necessary permits.

The Maintenance Provider may consist of a team of multiple companies; however, the City requires that successful responder to this RFQ be under a single, responsible lead entity. Each lead Maintenance Provider shall be responsible for the creation of a team that will be capable of completing the work in a competent, safe, timely, and cost-efficient manner.

1.1 BACKGROUND

The baggage systems at the Airport have been installed at various times. The conveyor systems to and from TSA's screening area and the airline make-up carousel were constructed in 2007. The south bag claim was constructed in 2004, the middle bag claim in 2007, and the north bag claim in 2002. The outbound systems from the Airport pre-date all of the other systems with construction dates in the 1980s and 1990s.

The systems have been maintained by Airport staff and through various maintenance contracts over the years. The City desires to enter into a multi-year contract with one Maintenance Provider.

2. REQUIREMENTS FOR MAINTENANCE PROVIDER

The Maintenance Provider shall have a minimum of 5 years experience in the maintenance of baggage systems and be able to provide substantiation and references for those 5 years during which the Maintenance Provider had responsibility for the maintenance of baggage systems comparable to those at the Long Beach Airport.

3. SCHEDULE OF RFQ EVENTS

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this RFQ at any time prior to Contract execution. The City reserves the right to request or obtain additional information about any and all proposals. It is the goal of the City to select the consultant by **May 2009**. In preparation for that action, the following schedule of events has been prepared:

- Mandatory pre-submittal conference: **Wednesday, March 10, 2009 at 10:00 AM,**
- Deadline for submission of written questions to the City: **Friday, March 13, 2009 at 4:00 PM** (Questions via e-mail to rachel.korkos@longbeach.gov are acceptable),
- Submittals and Statement of Qualifications are due no later than **Thursday, March 19, 2009 at 4:00 PM,**
- Short-listed Maintenance Providers requested to prepare full proposal: **Week of March 30, 2009**
- Short-listed Maintenance Providers participate in interview and presentation of proposal: **Week of April 6, 2009**

The mandatory pre-submittal conference will be held on **Wednesday, March 10, 2009 from 10:00 AM to 11:30 AM** in the Airport Information Center located at 4135 Donald Douglas Drive, Long Beach, CA 90808. Attendees may park in the parking structure (Airport staff will validate parking). A site visit will be held following the pre-submittal conference.

All requests for clarifications, changes, exceptions or deviations to the Preliminary Scope of Services or terms and conditions set forth in this RFQ must be submitted to:

Ms. Rachel Korkos, Senior Civil Engineer
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808

Office Telephone: (562) 570-2620
Facsimile: (562) 570-2601

The City of Long Beach will respond to all written questions by issuing a written addendum, which will be sent to all Maintenance Providers who signed in at the mandatory pre-submittal conference or who register a request for such addendum. Responses will be distributed by e-mail.

Prospective Maintenance Providers are encouraged to promptly notify the City of Long Beach of any apparent inconsistencies in this RFQ and attachments.

4. PERIOD OF PERFORMANCE

Performance under a Contract awarded pursuant to this RFQ is intended to commence after **May 1, 2009**. A Notice to Proceed will be issued to the successful Maintenance Provider subject to successful conclusion of Contract negotiations. The City reserves the right to modify the composition of and the scope of services of the work.

The services for the Maintenance of Baggage Handling and Conveyance Systems are subject to the performance and termination clauses of the Contract, a sample copy of which is provided in Appendix B.

5. SUBMITTAL AND STATEMENT OF QUALIFICATIONS

Six (6) copies of the Submittal and Statement of Qualifications, including one copy containing an original signature, must be provided no later than **4:00 PM on Thursday, March 19, 2009**. Submittals received after this time will not be accepted and will be returned unopened. All submittals should be clearly marked with the submittal address as follows:

Long Beach Airport
Attention: Rachel Korkos, Senior Civil Engineer
4100 Donald Douglas Drive
Long Beach, CA 90809

RE: SUBMITTAL for RFQ
Maintenance of Baggage Handling and Conveyance Systems

6. COST OF RFQ PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any responder to this RFQ. Each Maintenance Provider shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by Maintenance Providers and any and all team participants, and the selected Maintenance Provider, if any, in:

- Preparing Submittals and Statement of Qualifications and related information in response to this RFQ.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a Maintenance Provider prior to the date of award and a formal Notice to Proceed.

7. WITHDRAWAL OF SUBMITTALS AND STATEMENT OF QUALIFICATIONS

Submittals and Statement of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the sample contract.

Each prospective Maintenance Provider is expected to review the contract and acknowledge their acceptance of Appendix B in the Submittal Cover letter (or their objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions as may be required by local, state, and federal agencies. The intent of the City is to enter into an agreement with the selected Maintenance Provider as soon as possible after the City Council has approved the selection. In the event of a delay in reaching a contract agreement, the offer of key personnel identified in the RFQ shall be valid for 120 days after the Submittal deadline.

9. KEY PERSONNEL

It is imperative that the key personnel providing the required services have the pertinent background, experience, and qualifications for the tasks they are to conduct and necessary for the successful on-going maintenance and response for emergency repairs. The City reserves the right to approve all key personnel individually for work on this Contract. The submittal must identify all proposed key personnel. The Submittal and Statement of Qualifications shall include a table for key personnel showing their availability for these requested services.

All key staff shall be named in the Contract. After the Contract is signed, the Maintenance Provider may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to the project. The City reserves the rights to request that the Maintenance Provider replace a staff person assigned to the Contract should the City consider such a replacement to be for the good of the Airport. Replacement staff would be subject to City approval prior to assignment.

10. OFFICE LOCATION/TRAVEL

The City does not intend to reimburse the Maintenance Provider for personnel relocation under this Contract. Specialty staff identified in the submittals that are needed for specific assignments on this Contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office. Normal travel costs shall be considered as a one-way vehicle travel distance of 60 miles. Anything over that distance must first receive City approval.

If desired by the Maintenance Provider, the Airport will supply a small shared work area for a staff person. The work area must be furnished, supplied, and maintained by the Maintenance Provider. At the option and sole cost of the Maintenance Provider, the Airport will identify a location for the Maintenance Provider to install a small modular structure to be approved by the Airport and permitted by the City. The location for the modular building is temporary and the Maintenance Provider may be required to move it should it conflict with future Airport improvements.

11. CONTRACT TYPE

The sample contract in Appendix B will be the contract format utilized for these services.

12. SCOPE OF SERVICES

The following is a summary of the services requested. A more detailed description is provided in Appendix A.

12.1 Regular Preventative Maintenance

The responsibilities of the Maintenance Provider shall include:

- Utilizing information provided by the installers and manufacturers of the baggage systems, as well as staff experience and knowledge, the Maintenance Provider shall develop a schedule for regular preventative maintenance. The schedule shall include the necessary preventative maintenance to keep all baggage systems functioning and running smoothly on a daily basis. The schedule shall include all preventative maintenance to be performed daily, weekly, monthly, quarterly, and yearly, or at other intervals to be determined by the Maintenance Provider and approved by the Airport.
- The Maintenance Provider shall develop inspection and maintenance logs for use by staff which are to be submitted to the Airport following each regularly scheduled preventative maintenance.
- The Maintenance Provider shall perform the regularly scheduled preventative maintenance.
- Regularly scheduled preventative maintenance shall include regular inspection of all parts to determine wear percentage and the recommendation of replacements or improvements to the systems.
- The Maintenance Provider shall obtain badges for all key personnel that will be required to obtain access to the Secure Identification Display Area. Fingerprinting and a criminal background check are required for the badging process.

12.2 Emergency "On-Call" Services

- The Maintenance Provider shall respond to emergency calls by the Airport when any portions of the systems are inoperable.
- Normal response time to emergency calls, for all days of the week, 5:00 a.m. to 11:00 p.m., shall be 1.0 hour.
- The Maintenance Provider shall respond to all calls made by the City within the 1.0 hour time frame or the City may exercise the right to call another maintenance company to respond to the emergency. The expense of the alternate company responding shall then be charged to the Maintenance

Provider. Continued failure to respond to calls or failure to provide competent responsive service will result in the City voiding the Contract.

- The Airport will work with the Maintenance Provider to determine the urgency of the repair and the appropriate time for repair. Continued delays in repairing any inoperable portion of the system deemed to be an emergency by the Airport will result in the City voiding the Contract.
- Responders to the emergency calls must be badged for the SIDA area.

12.3 Inventory of Parts

- The Maintenance Provider shall develop a list of necessary parts and supplies to be kept on hand, and, after examining what parts are currently stocked at the Airport, the Maintenance Provider shall determine what parts and supplies should be purchased. The Airport may determine to purchase the parts separately or have the Maintenance Provider purchase the parts. Regardless, the Maintenance Provider shall store all parts orderly in an area provided by the Airport. The Maintenance Provider shall track usage of all parts and provide notice to the Airport when stock must be replenished.

12.4 Design and Construction of System Improvements

- Given the age or complexity of the various portions of the systems, it may become necessary over the life of the Contract to replace entire portions or construct improved portions of the system for better or more efficient performance. The Airport may opt to negotiate a price for such improvements with the Maintenance Provider. The Maintenance Provider would be responsible for design, permitting, construction and maintenance of the improvements.

13. NEGOTIATIONS AND AWARD

Any Contract resulting from this RFQ will be awarded to the Maintenance Provider whose Submittal and Statement of Qualifications and eventual proposals meet the requirements of the RFQ. Submittals and proposals will be ranked in accordance with the evaluation criteria stated in Section 16, below. Negotiations regarding a fair and reasonable price will occur subsequent to Maintenance Provider selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified Maintenance Provider, the City shall enter into negotiations with the next highest qualified Maintenance Provider and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

14. PREPARATION OF SUBMITTAL AND STATEMENT OF QUALIFICATIONS

The Submittal and Statement of Qualifications shall be signed and sealed by a duly authorized official of the prime Maintenance Provider firm or firms. The Submittal and Statement of Qualifications shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFQ.

15. REQUIRED FORMAT FOR SUBMITTAL AND STATEMENT OF QUALIFICATIONS

The City requires a specific format for the Submittal and Statement of Qualifications. The Submittal and Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

15.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Submittal and Statement of Qualifications, including a brief description of the proposed Maintenance Provider or team, and other key staff. It shall make a commitment to accept the terms and conditions in the RFQ and sample contract, including acknowledgment of receipt of all amendments and/or addenda to the RFQ. If there are any exceptions, they shall be noted in the cover letter. The letter shall identify a single person for possible contact during the RFQ review process.

15.2 Understanding of and Approach to Providing Services

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, staffing and trades needed to complete the on-going maintenance, response to emergencies, maintenance of parts inventory, and installation of new improvements. Potential subcontractors and their roles should be identified. The submittal shall include a matrix/summary identifying key personnel responsible for accomplishing the work.

15.3 Qualifications of Maintenance and Construction Staff

This section shall identify the qualifications and related experience of the key maintenance and construction personnel, including the lead field person or superintendent.

This section shall also include a summary of relevant work experience, including a list of similar projects, the capacity of each Maintenance Provider staff member on the project, and references the City may contact.

The City may request changes in personnel assigned to perform the services or may require additional information regarding a proposed team member's experience and proof of ability to perform the tasks required.

15.4 Experience of Project Team

Relevant experience of the Maintenance Provider included in this RFQ shall be identified. Include descriptions of the services provided, status of the services contracts, and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current client references. Only recent projects, preferably projects completed in the past five years, should be included in this section. Do not include projects unless the key staff proposed had a significant role in the project.

The prime Maintenance Provider shall demonstrate its financial stability and capability to provide the services to meet the expectations of the City as described above. The prime Maintenance Provider should demonstrate financial stability and capability in the following manner:

- Corporate history;
- Years in existence,
- Size of corporation, and
- Other documentation as deemed relevant.

15.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant team project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the teams. There is no page limit in this section.

16. EVALUATION PROCESS AND CRITERIA

The Airport Director will appoint a selection panel to evaluate the Submittals and Statement of Qualifications. Each member of the selection panel will evaluate each proposal using a 100-point scale and the evaluation criteria listed below to calculate a "submittal score" for each Maintenance Provider.

WRITTEN SUBMITTAL EVALUATION CRITERIA:

- | | |
|---|-----------|
| 1. Understanding of Airport's needs, issues and approach to the Maintenance of the Baggage Handling and Conveyance Systems. | 20 Points |
| 2. Experience completing similar services for other airports and prior experience with performing work in a Secure Identification Display Area. | 30 Points |
| 3. Quality and availability/current workload of proposed staff. | 25 Points |
| 4. References & record of previous project performances. | 25 Points |

TOTAL POSSIBLE SCORE **100 Points**

Each member will then rank the Maintenance Provider by its respective "submittal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked submittals based upon the rankings (not scores).

The final short-listed Maintenance Providers will be requested to prepare a proposal and estimated costs and invited to present their proposal and project approach to the Selection Panel. Separate directions will be provided for the preparation of the proposal and desired format for the presentation.

Following the presentations, the Selection Panel will determine the highest qualified Maintenance Provider, considering technical abilities and experience. The City retains the right to negotiate with runners-up if agreements cannot be reached with the first choice Maintenance Provider. The Airport Director will submit the recommendation of the selection panel to the City Council for approval.

Upon selection of the successful Maintenance Provider and prior to the start of the contract negotiations, the Maintenance Provider is required to submit to the City the initial cost proposal and the required insurance certificates for each firm of the team.

17. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The Airport Director shall notify all of the teams of the selection panel's recommendation once the recommendation is transmitted to the City Council. Consultants desiring a debriefing will be allowed to make an appointment with the Airport Director's Project Manager. Debriefings will not be scheduled until the City Council has acted on the recommendation of the selection panel.

18. ADDITIONAL INFORMATION

18.1 POLICY ON DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to encourage the use of Disadvantaged Business Enterprises (DBE) in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.

Whenever possible, the Maintenance Provider should seek to accomplish a DBE goal (race-neutral) of at least 13.7% for performing these services.

18.2 EQUAL EMPLOYMENT OPPORTUNITY

The City of Long Beach is an equal opportunity employer and requires all contractors to comply with policies and regulations concerning equal employment opportunity.

18.3 CONFLICT OF INTEREST

The employees of the Maintenance Provider may be required to complete conflict of interest forms.

Respondents to this RFQ are strongly cautioned not to contact elected officials or members of the Selection Panel regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further considerations.

18.4 USE TAX

The Maintenance Provider shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its contracts. The use tax which is self-accrued will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

18.5 INSURANCE

The Maintenance Provider shall, at its sole cost and expense, procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Maintenance Provider, Maintenance Provider's agents, representatives, officers, employees or subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid, and no additional payment will be made therefor.

a. Minimum Insurance Requirements

- (1) Commercial general liability insurance (equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 93) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, products and completed operations liability, independent contractors liability, and cross liability protection. The City of Long Beach, its boards, commissions, officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01. There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.
- (2) Commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$1,000,000 combined single limit. The City of Long Beach shall be named as an additional insured by endorsement. There shall be no limitation of coverage afforded to the City.
- (3) Workers' compensation insurance as required by the State of California and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.

b. Acceptability of Insurers

The insurance required herein must be placed with carriers as follows:

1. Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at http://www.sla-cal.org/carrier_info/lesli/) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
2. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent; or
3. For Worker's Compensation only, admitted (licensed) in the State of California.

c. Verification of Coverage

The Maintenance Provider shall furnish to the City the documentation set forth in paragraph d. prior to the effective date of the Contract, and shall, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Maintenance Provider shall notify the City in writing within 5 business days if any insurance required herein is voided by the insurer or cancelled by the insured. Such notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

d. Documentation Required

The Maintenance Provider shall provide evidence of the required insurance coverage in one of the following ways:

- The coverage forms shall be on forms provided by the City and shall be received and approved by the City before Work commences. The City forms are provided in Appendix B, or
- The Maintenance Provider may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs d. (1), d. (2), and d. (3), or
- The Maintenance Provider may submit a.) an acceptable Certificate of Insurance (such as the ACORD form) evidencing the required insurance coverage and, b.) copies of the actual endorsements required below in paragraphs d. (1), d. (2), and d. (3).

(1) General liability insurance endorsements

- a) ADDITIONAL INSURED endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01, naming the City of Long Beach, its Boards, Commissions, officials, employees, and agents as additional insureds.
- b) CANCELLATION endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
- c) CONTRIBUTION NOT REQUIRED endorsement, which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, their officials, employees, or agents shall be in excess of Maintenance Provider's insurance and shall not contribute to it.
- d) SEVERABILITY OF INTEREST endorsement, which provides that Maintenance Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.

(2) Automobile liability insurance

- a) ADDITIONAL INSURED endorsement naming the City of Long Beach as an additional insured with respect to any auto owned, leased, hired, borrowed or used by the Named Insured in connection with this Contract.
- b.) CANCELLATION endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

- c) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.
- (3) Workers' compensation and employer's liability insurance endorsements
- a) CANCELLATION endorsement, which provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - b) WAIVER OF SUBROGATION endorsement, which provides that the insurer will waive its right of subrogation against the City, its Boards, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the City.
- e. Self-insured programs, self-insured retentions, deductibles
- (1) Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by the City's Risk Manager or designee and shall protect the City, its Boards 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 such self-insurance, self-insured retention, or deductible provisions.
 - (2) The Maintenance Provider is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.
 - (3) The Maintenance Provider shall, upon request, complete the City's self-insurance questionnaire and required certification by the Maintenance Provider's financial officer.
- f. SubContractors
- The Maintenance Provider shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Appendix A

(Preliminary Scope of Services)

APPENDIX A

PRELIMINARY SCOPE OF SERVICES

MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS AT THE LONG BEACH AIRPORT

I. GENERAL

A. Background

The Long Beach Airport (Airport) is owned and operated by the City of Long Beach, California. The Airport currently serves approximately 3.0 Million Annual Passengers and is currently served by four commercial passenger airlines, Alaska, Delta, Jetblue, and U.S. Airways. Airport traffic is restricted by a municipal noise ordinance that allows a minimum of 41 air carrier flights and 25 commuter flights daily. At this time, all 41 air carrier slots and none of the 25 commuter slots are being utilized. Commercial flights are restricted to the hours of 7:00 a.m. to 10:00 p.m., with late flights receiving penalties.

The baggage handling and conveyance systems at the Airport have been installed at various times. The conveyor systems to and from the Transportation Security Administration's screening area and the airline make-up carousel were constructed in 2007. The south bag claim was constructed in 2004, the middle bag claim in 2007, and the north bag claim in 2002. The outbound systems from the Airport pre-date all of the other systems with construction dates in the 1980s and 1990s. These systems are shown in the attached sketches included as Appendix D.

In the past, the systems have been maintained by Airport and airline staff and through various maintenance contracts. The City desires to enter into a multi-year contract with one Baggage Systems Maintenance Provider (Maintenance Provider).

B. General Scope

In summary, the Maintenance Provider shall be responsible for the following services:

- Development of a schedule for and performance of **regularly scheduled preventative maintenance** recommended by the installers and manufacturers of the systems and as determined necessary by the Maintenance Provider and the Airport.
- Response to requests for **emergency repairs** when any portion of the system is inoperable.

- Maintain **parts inventory** deemed necessary by the Airport and the Maintenance Provider.
- Design and/or **construction of system improvements** as requested by the Airport. Work shall include obtaining all necessary permits.

C. Contract Term

The initial term of the Contract will be for a period of three years. Labor prices during that initial period shall remain the same. The City reserves the right to extend the agreement for an additional term of 12 months. The City may choose to renew the agreement up to a maximum of three renewal terms. The City and Maintenance Provider shall negotiate an appropriate rate increase for renewal terms.

D. Staffing

All supervisors, technicians, software programmers, and engineers proposed by the Maintenance Provider for the required services shall be skilled and have a minimum of five years of experience maintaining and improving baggage systems.

The Maintenance Provider shall name and provide a qualified supervisor and the required number of technicians to be consistently used at the Long Beach Airport over the life of the Contract for regular and emergency maintenance. The Maintenance Provider shall submit resumes for these employees to the Airport. Airport shall approve assigned staff and shall have the right to request replacement of an assigned employee if the Airport Director believes that it is in the best interest of the Airport. The Maintenance Provider shall not reassign or substitute staff assigned to the Long Beach Airport unless approved by the Airport Director.

The Maintenance Provider shall provide the required personnel and necessary tools and equipment for regular preventative maintenance and for emergency repairs on a 24-hour, seven day a week basis.

The Maintenance Provider shall provide and maintain backup technicians who are equally qualified to assume and perform the responsibilities of this Contract due to sickness or other absences of the normally assigned staff.

While working at the Airport, staff of the Maintenance Provider shall wear company uniforms.

E. Airport Safety and Security

The Maintenance Provider shall prepare a Safety Plan and Quality Control Plan for performing the services and shall submit the plans to the Airport to

be kept on file no later than 15 calendar days following the start date of the Contract.

The Maintenance Provider shall conform to all applicable requirements of Federal Aviation Administration Advisory Circular 150/5370-2E, current edition, "Operational Safety on Airports During Construction", as well as the "Long Beach Airport Safety and Security Requirements During Construction", attached as Exhibits E and F, respectively.

The Maintenance Provider shall continuously monitor and keep the Work site and adjacent Airport Operations Area (AOA) free of Foreign Object Debris (FOD). The Maintenance Provider shall remove all waste material resulting from its work on a daily basis or more frequently if requested by the Airport. All waste material shall be disposed of at a properly licensed disposal facility.

The Maintenance Provider's on-site supervisors and employees shall be issued and shall wear Airport identification badges provided by the Airport. The exact number or ratio of employees that must be badged will be determined by the Airport with input from the Maintenance Provider. In order for the Airport to issue badges, the Maintenance Provider shall provide a 10-year employee history verification of all supervisors and any employee requiring a badge and all such supervisors and employees shall be subject to a criminal background check as required by Federal Law. The Maintenance Provider shall be responsible for covering the associated costs to obtain the security clearance and a Long Beach Airport identification badge. For current cost information, the Maintenance Provider may contact the Long Beach Airport at 562-570-2619.

All supervisors and employees requiring a badge shall be required to attend an orientation-training seminar presented by Airport Security. All required forms must be filled out for each employee to be badged and submitted to the Airport at least 2 weeks prior to taking the orientation-training seminar to obtain a security badge. The Maintenance Provider shall maintain a master list of personnel with badges and shall have that list available to the Airport during all working hours. All badged staff shall wear the badge on their outermost garment at all times when working in the Secure Identification Display Area (SIDA) and comply with all other requirements as listed elsewhere herein.

F. City Inspections

For all work performed under this Contract, the City reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Maintenance Provider's sole expense.

The City also reserves the right to request and receive copies of all work tickets relative to all work performed under this Contract and require that the Maintenance Provider personnel report in with Airport designated staff before and after any work is performed.

G. Confidential Information

All materials, information and data prepared, developed or assembled by the Maintenance Provider in connection with the Contract services, including, but not limited to, maintenance logs, schedules, estimates, calculations, studies, maps, graphs, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, memorandum and other documents or correspondence ("Data") shall be deemed confidential and shall not be re-transmitted without the express written consent of the Airport Director.

Any and all Data deemed to be Sensitive Security Information (SSI) by the City or the TSA shall be controlled under 49 CFR parts 15 and 1520. No part of the SSI may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For United States government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

II. REQUIRED SERVICES

A. Regularly Scheduled Preventative Maintenance

Preventative maintenance shall be considered that which will maintain the system in working order, including, but not limited to, cleaning, adjusting, lubricating, repairing or replacing of normal "wear and tear" parts, and periodic inspections of the system with subsequent recommendations to the Airport for additional repairs or replacements outside of that which is preventative.

Utilizing information provided by the installers and manufacturers of the baggage systems and an independent third party assessment, as well as Maintenance Provider staff experience and knowledge, the Maintenance Provider shall develop a schedule for regular preventative maintenance. The schedule shall include the necessary preventative maintenance to keep all baggage systems functioning and running smoothly on a daily basis and shall include task and frequency and reporting. The schedule shall include all preventative maintenance to be performed daily, weekly, monthly, quarterly, semi-annually and annually, or at other intervals to be determined by the Maintenance Provider and as approved by the Airport.

For portions of the system installed in 2007, Operations and Maintenance Manuals are included in Appendix D. This information should be utilized by the Maintenance Provider in developing the recommended schedule for regular preventative maintenance.

The Maintenance Provider shall develop inspection and maintenance logs for use by staff. These logs shall be submitted to the Airport following each regularly scheduled preventative maintenance.

The Maintenance Provider shall perform the regularly scheduled preventative maintenance during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Notice shall be provided to the Airport one week prior to any scheduled maintenance.

No portion of the baggage systems may be removed from service for maintenance unless approved in writing by the Airport.

If it is determined by the Airport that the scheduled preventative maintenance would disrupt the Airport, TSA or airline operations to the extent that is deemed unacceptable by the Airport, the Airport reserves the right to require the Maintenance Provider to work alternate work hours for that maintenance. These alternate work hours may include night or early morning work.

The Airport reserves the option to inspect all work performed by the Maintenance Provider.

B. Emergency "On-Call" Services

Emergency repairs shall be considered as unforeseen baggage systems malfunctions or failures that present a danger to property or lives or causes operational problems for the Airport, TSA, or airlines.

The Maintenance Provider shall respond to emergency calls by the Airport when any portions of the systems are inoperable. Normal response time to emergency calls, for all days of the week, 5:00 a.m. to 11:00 p.m., shall be 1.0 hour.

The Maintenance Provider shall respond to all calls made by the City within the 1.0-hour time frame or the City may exercise the right to call another maintenance company to respond to the emergency. The expense of the alternate company responding shall then be charged to the Maintenance Provider or the amount withheld from future payments due the Maintenance Provider. Continued failure to respond to calls or failure to provide competent responsive service will result in the City voiding the Contract.

The Airport will work with the Maintenance Provider to determine the urgency of the repair and the appropriate duration for repair. Damages incurred by the Airport or tenants associated with delays to the repairs, caused by actions or inactions of the Maintenance Provider, shall be charged to the Maintenance Provider or the amount withheld from future payments due the Maintenance Provider. Continued delays in repairing any inoperable portion of the system deemed to be an emergency by the Airport will result in the City voiding the Contract.

No portion of the baggage systems may be removed from service for maintenance unless approved in writing by the Airport.

If it is determined by the Airport that the scheduled preventative maintenance would disrupt the Airport, TSA or airline operations to the extent that is deemed unacceptable by the Airport, the Airport reserves the right to require the Maintenance Provider to work alternate work hours for that maintenance. These alternate work hours may include night or early morning work.

The Airport reserves the option to inspect all work performed by the Maintenance Provider.

C. Inventory of Parts

The Maintenance Provider shall develop a list of necessary parts and supplies to be kept on hand, and, after examining what parts are currently stocked at the Airport, the Maintenance Provider shall determine what parts and supplies should be purchased.

To assist the Maintenance Provider with the determination of parts to be kept on hand, the Airport will provide a list recommended by the contractor that installed the 2007 baggage system improvements plus a list provided by an independent third party.

The Maintenance Provider shall prepare and provide a Parts Cost Management Plan that shows an acceptable method of acquiring spare parts from suppliers at competitive prices.

The Airport may determine to purchase the parts under a separate third party contract or have the Maintenance Provider purchase the parts. Regardless, the Maintenance Provider shall provide for the safe and orderly storage of parts in an area provided by the Airport.

The Maintenance Provider shall track usage of all parts and provide notice to the Airport when stock must be replenished. A method to track purchase and use of parts, that will be used to determine reimbursement due the

Maintenance Provider, shall be prepared by the Maintenance Provider and approved by the Airport.

D. Design and Construction of System Improvements

Given the age or complexity of the various portions of the systems, it may become necessary over the life of the Contract to replace entire portions or construct improved portions of the system for better or more efficient performance. The Airport may opt to negotiate a price for such improvements with the Maintenance Provider. The Maintenance Provider would be responsible for design, permitting, construction and maintenance of the improvements. The Airport shall approve all personnel or subcontracts to be used to accomplish the work.

III. PAYMENT

A. Regularly Scheduled Preventative Maintenance

The regularly schedule preventative maintenance shall be paid for on a monthly basis at the Contract monthly price. The amount shall include labor of staff, travel, equipment, logs, reports, plans and all work associated with the regularly scheduled preventative maintenance.

B. Emergency "On-Call" Services

Labor for emergency services shall be paid for at the rates included in the Contract.

C. Parts, Tools and Equipment

The Maintenance Provider shall be reimbursed for the cost of parts, approved by the Airport to be purchased or supplied by the Maintenance Provider, plus a 15% markup. A markup will not be allowed on shipping or handling.

It is assumed that the experienced Maintenance Provider will have all tools and equipment necessary to complete the work under this Contract and no additional payment will be made for the use of tools or equipment required and utilized in performance of the work.

D. Design and Construction of System Improvements

Labor and materials for improvements shall be paid for at a negotiated price.

Appendix B

(Sample Contract and Insurance Forms)

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

1 CONTRACT

2
3 THIS CONTRACT is made and entered, in duplicate, as of _____, 200_
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on _____, 200_, by and between
6 _____, a California corporation/partnership/limited liability
7 company ("Contractor"), whose address is
8 _____, and the CITY OF LONG BEACH, a
9 municipal corporation ("City").

10 WHEREAS, pursuant to a "Notice Inviting Bids for _____
11 in the City of Long Beach, California," dated _____, 200_, and published by City,
12 bids were received, publicly opened and declared on the date specified in said Notice;
13 and

14 WHEREAS, the City Manager accepted the bid of Contractor; and

15 WHEREAS, the City Council authorized the City Manager to enter a
16 contract with Contractor for the work described in Plans & Specifications No. R-____;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions
18 herein, the parties agree as follows:

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 work described in "Plans & Specifications No. R-____ for _____ in the
22 City of Long Beach, California," said work to be performed according to the Contract
23 Documents identified below. However, this Contract is intended to provide to City
24 complete and finished work and, to that end, Contractor shall do everything necessary to
25 complete the work, whether or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's "Bid for _____ in the City

1 of Long Beach, California," attached hereto as Exhibit "A".

2 B. Contractor shall submit requests for progress payments and
3 City will make payments in due course of payments in accordance with Section 9
4 of the Standard Specifications for Public Works Construction (latest edition).

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,
7 Plans & Specifications No. R-____ (which may include by reference the Standard
8 Specifications for Public Works Construction, latest edition, and any supplements
9 thereto, collectively the "Standard Specifications"); the City of Long Beach
10 Standard Plans; Plans and Drawings No. _____ for this work; the California Code
11 of Regulations; the various Uniform Codes applicable to trades; the prevailing
12 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
13 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
14 this Contract and all documents attached hereto or referenced herein including but
15 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
16 Proceed; Notice of Completion; any addenda or change orders issued in
17 accordance with the Standard Specifications; any permits required and issued for
18 the work; approved final design drawings and documents; and the Information
19 Sheet. These Contract Documents are incorporated herein by the above
20 reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
22 if any conflict or inconsistency exists or develops among or between Contract
23 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
24 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-____; 5)
25 Addenda; 6) Plans and Drawings No. _____; 7) the City of Long Beach Standard
26 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
27 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

28 4. TIME FOR CONTRACT. Contractor shall commence work on a date

1 to be specified in a written "Notice to Proceed" from City and shall complete all work
2 within _____ (____) working/calendar days thereafter, subject to strikes, lockouts
3 and events beyond the control of Contractor. Time is of the essence hereunder. City will
4 suffer damage if the work is not completed within the time stated, but those damages
5 would be difficult or impractical to determine. So, Contractor shall pay to City, as
6 liquidated damages, the amount stated in the Contract Documents.

7 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
8 acceptance of any work or the payment of any money by City shall not operate as a
9 waiver of any provision of any Contract Document, of any power reserved to City, or of
10 any right to damages or indemnity hereunder. The waiver of any breach or any default
11 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

12 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
13 herewith, Contractor shall submit certification of Workers' Compensation coverage in
14 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
15 attached hereto as Exhibit "B".

16 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
17 upon City by Contractor for and on account of any extra or additional work performed or
18 materials furnished, unless such extra or additional work or materials shall have been
19 expressly required by the City Manager and the quantities and price thereof shall have
20 been first agreed upon, in writing, by the parties hereto.

21 8. CLAIMS. Contractor shall, upon completion of the work, deliver
22 possession thereof to City ready for use and free and discharged from all claims for labor
23 and materials in doing the work and shall assume and be responsible for, and shall
24 protect, defend, indemnify and hold harmless City from and against any and all claims,
25 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
26 persons, or damages to property, including property of City, which arises from or is
27 connected with the performance of the work.

28 9. INSURANCE. Prior to commencement of work, and as a condition

1 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence
2 of all insurance required in the Contract Documents.

3 In addition, Contractor shall complete and deliver to City the form
4 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply
5 with Labor Code Section 2810.

6 10. WORK DAY. Contractor shall comply with Sections 1810 through
7 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
8 penalty to City, the sum of Twenty-five Dollars (\$25) for each worker employed by
9 Contractor or any subcontractor for each calendar day such worker is required or
10 permitted to work more than eight (8) hours unless that worker receives compensation in
11 accordance with Section 1815.

12 11. PREVAILING WAGE RATES. Contractor is directed to the
13 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
14 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
15 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
16 work done by Contractor, or any subcontractor, under this Contract.

17 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

18 A. If the work is terminated pursuant to an order of any Federal
19 or State authority, Contractor shall accept as full and complete compensation
20 under this Contract such amount of money as will equal the product of multiplying
21 the Contract price stated herein by the percentage of work completed by
22 Contractor as of the date of such termination, and for which Contractor has not
23 been paid. If the work is so terminated, the City Engineer, after consultation with
24 Contractor, shall determine the percentage of work completed and the
25 determination of the City Engineer shall be final.

26 B. If Contractor is prevented, in any manner, from strict
27 compliance with the Plans and Specifications due to any Federal or State law, rule
28 or regulation, in addition to all other rights and remedies reserved to the parties

1 City may by resolution of the City Council suspend performance hereunder until
2 the cause of disability is removed, extend the time for performance, make changes
3 in the character of the work or materials, or terminate this Contract without liability
4 to either party.

5 13. NOTICES.

6 A. Any notice required hereunder shall be in writing and
7 personally delivered or deposited in the U.S. Postal Service, first class, postage
8 prepaid, to Contractor at the address first stated herein, and to the City at 333
9 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice
10 of change of address shall be given in the same manner as stated herein for other
11 notices. Notice shall be deemed given on the date deposited in the mail or on the
12 date personal delivery is made, whichever first occurs.

13 B. Except for stop notices and claims made under the Labor
14 Code, City will notify Contractor when City receives any third party claims relating
15 to this Contract in accordance with Section 9201 of the Public Contract Code.

16 14. BONDS. Contractor shall, simultaneously with the execution of this
17 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
18 form attached hereto and in the amount specified therein, conditioned upon the faithful
19 performance of this Contract by Contractor, and a good and sufficient corporate surety
20 bond, in the form attached hereto and in the amount specified therein, conditioned upon
21 the payment of all labor and material claims incurred in connection with this Contract.

22 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
23 any of the moneys that may become due Contractor hereunder may be assigned by
24 Contractor without the written consent of City first had and obtained, nor will City
25 recognize any subcontractor as such, and all persons engaged in the work of
26 construction will be considered as independent contractors or agents of Contractor and
27 will be held directly responsible to Contractor.

28 16. CERTIFIED PAYROLL RECORDS.

1 A. Contractor shall keep and shall cause each subcontractor
2 performing any portion of the work under this Contract to keep an accurate payroll
3 record, showing the name, address, social security number, work classification,
4 straight time and overtime hours worked each day and week, and the actual per
5 diem wages paid to each journeyman, apprentice, worker, or other employee
6 employed by Contractor or subcontractor in connection with the work, all in
7 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
8 payroll records for Contractor and all subcontractors shall be certified and shall be
9 available for inspection at all reasonable hours at the principal office of Contractor
10 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
11 to furnish such records to City in the manner provided herein for notices shall
12 entitle City to withhold the penalty prescribed by law from progress payments due
13 to Contractor.

14 B. Upon completion of the work, Contractor shall submit to the
15 City certified payroll records for Contractor and all subcontractors performing any
16 portion of the work under this Contract. Certified payroll records for Contractor
17 and all subcontractors shall be maintained during the course of the work and shall
18 be kept by Contractor for up to three (3) years after completion of the work.

19 C. The foregoing is in addition to, and not in lieu of, any other
20 requirements or obligations established and imposed by any department of the
21 City with regard to submission and retention of certified payroll records for
22 Contractor and subcontractors.

23 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
24 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
25 and custody of the work. If any loss or damage occurs to the work that is not covered by
26 collectible commercial insurance, excluding loss or damage caused by earthquake or
27 flood or the negligence or willful misconduct of City, then Contractor shall immediately
28 make the City whole for any such loss or pay for any damage. If Contractor fails or

1 refuses to make the City whole or pay, then City may do so and the cost and expense of
2 doing so shall be deducted from the amount due Contractor from City hereunder.

3 18. CONTINUATION. Termination or expiration of this Contract shall not
4 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
5 prior to termination or expiration of this Contract.

6 19. TAXES AND TAX REPORTING.

7 A. As required by federal and state law, City is obligated to report
8 the payment of compensation to Contractor on Form 1099-Misc. and Contractor
9 acknowledges that Contractor is not entitled to payment under this Contract until it
10 has provided its Employer Identification Number to City. Contractor shall be solely
11 responsible for payment of all federal and state taxes resulting from payments
12 under this Contract.

13 B. Contractor shall cooperate with City in all matters relating to
14 taxation and the collection of taxes, particularly with respect to the self-accrual of
15 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
16 materials, equipment, supplies, or other tangible personal property totaling over
17 \$100,000 shipped from outside California, a qualified Contractor shall complete
18 and submit to the appropriate governmental entity the form in Appendix "A"
19 attached hereto; and (ii) for construction contracts and subcontracts totaling
20 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
21 of Equalization for the Work site. "Qualified" means that the Contractor purchased
22 at least \$500,000 in tangible personal property that was subject to sales or use tax
23 in the previous calendar year.

24 C. In completing the form and obtaining the permit(s), Contractor
25 shall use the address of the Work site as its business address and may use any
26 address for its mailing address. Copies of the form and permit(s) shall also be
27 delivered to the City Engineer. The form must be submitted and the permit(s)
28 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not

1 order any materials or equipment over \$100,000 from vendors outside California
2 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
3 shall be a material breach of this Contract. In addition, Contractor shall make all
4 purchases from the Long Beach sales office of its vendors if those vendors have a
5 Long Beach office and all purchases made by Contractor under this Contract
6 which are subject to use tax of \$500,000 or more shall be allocated to the City of
7 Long Beach. Contractor shall require the same form and permit(s) from its
8 subcontractors.

9 D. Contractor shall not be entitled to and by signing this Contract
10 waives any claim or damages for delay against City if Contractor does not timely
11 submit these forms to the appropriate governmental entity. Contractor may
12 contact the City Controller at (562) 570-6450 for assistance with the form.

13 20. ADVERTISING. Contractor shall not use the name of City, its
14 officials or employees in any advertising or solicitation for business, nor as a reference,
15 without the prior approval of the City Manager, City Engineer or designee.

16 21. AUDIT. If payment of any part of the consideration for this Contract
17 is made with federal, state or county funds and a condition to the use of those funds by
18 City is a requirement that City render an accounting or otherwise account for said funds,
19 then City shall have the right at all reasonable times to examine, audit, inspect, review,
20 extract information from, and copy all books, records, accounts and other information
21 relating to this Contract.

22 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
23 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
24 that no special precautions are required to perform said work.

25 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
26 parties to benefit themselves only and is not in any way intended or designed to or
27 entered for the purpose of creating any benefit or right of any kind for any person or entity
28 that is not a party to this Contract.

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

1 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
2 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
3 create any obligation on the part of City to pay any subcontractor except in accordance
4 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
5 with this Section shall be deemed a material breach of this Contract. A list of
6 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
7 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
8 reference.

9 25. NO DUTY TO INSPECT. No language in this Contract shall create
10 and City shall not have any duty to inspect, correct, warn of or investigate any condition
11 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
12 regulations relating to said work. If City does inspect or investigate, the results thereof
13 shall not be deemed compliance with or a waiver of any requirements of the Contract
14 Documents.

15 26. GOVERNING LAW. This Contract shall be governed by and
16 construed pursuant to the laws of the State of California (except those provisions of
17 California law pertaining to conflicts of laws).

18 27. INTEGRATION. This Contract, including the Contract Documents
19 identified in Section 3 hereof, constitutes the entire understanding between the parties
20 and supersedes all other agreements, oral or written, with respect to the subject matter
21 herein.

22 28. COSTS. If there is any legal proceeding between the parties to
23 enforce or interpret this Contract or to protect or establish any rights or remedies
24 hereunder, the prevailing party shall be entitled to its costs, including reasonable
25 attorney's fees.

26 29. NONDISCRIMINATION. In connection with performance of this
27 Contract and subject to federal laws, rules and regulations, Contractor shall not
28 discriminate in employment or in the performance of this Contract on the basis of race,

OFFICE OF THE CITY ATTORNEY
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Long Beach, CA 90802-4664

1 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
2 status, handicap or disability. It is the policy of the City to encourage the participation of
3 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
4 encourages Contractor to use its best efforts to carry out this policy in the award of all
5 subcontracts.

6 30. DEFAULT. Default shall include but not be limited to Contractor's
7 failure to perform in accordance with the Plans and Specifications, failure to comply with
8 any Contract Document, failure to pay any penalties, fines or charges assessed against
9 Contractor by any public agency, failure to pay any charges or fees for services
10 performed by the City, and if Contractor has substituted any security in lieu of retention,
11 then default shall also include City's receipt of a stop notice. If default occurs and
12 Contractor has substituted any security in lieu of retention, then in addition to City's other
13 legal remedies, City shall have the right to draw on the security in accordance with Public
14 Contract Code Section 22300 and without further notice to Contractor. If default occurs
15 and Contractor has not substituted any security in lieu of retention, then City shall have
16 all legal remedies available to it.

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

19 _____, 20____ (company), a corporation
20 By _____
21 President

22 _____
23 Type or Print Name

24 _____, 20____ By _____
25 Secretary

26 _____
27 Type or Print Name

28 "Contractor"

CITY OF LONG BEACH, a municipal
corporation

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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_____, 20__ By _____
City Manager

"City"

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

ROBERT E. SHANNON, City Attorney

By _____
Deputy

Return completed certificates to:
 333 W. Ocean Boulevard, 9th Fl.
 Long Beach, California 90802

**CERTIFICATE OF INSURANCE
 CITY OF LONG BEACH, CA
 ("the City")
 A Municipal Corporation**

Only this Certificate
 of Insurance Form will be
 Accepted by the City

This certifies to the City that the following described policies have been issued to the Insured named below and are in force at this time.

Approved as to Sufficiency: **Mark Christoffels, City Engineer**

Insured:
Address:
Description of Project:

By _____ Date: _____

Approved as to Form: **Robert E. Shannon, City Attorney**

By _____ Deputy City Atty Date: _____

Insurer must be admitted in California or be a non-admitted insurer rated A:VIII or equivalent.

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRE DATE
Workers' Compensation and Employer's Liability Insurer: _____ _____	Statutory workers compensation Employer's liability* \$ _____ * Minimum employer's liability limits: \$1,000,000 per accident		
Commercial General Liability Insurer: _____ _____	\$ _____ per occurrence or \$ _____ per claim \$ _____ general aggregate * Minimum GL limits: \$1,000,000 per occurrence and \$2,000,000 general agg.		
Commercial Auto Liability Auto Symbol _____ Insurer: _____ _____	\$ _____ BI per accident \$ _____ PD per accident \$ _____ BI per person or \$ _____ CSL each accident * Minimum auto liability limits: \$1,000,000 combined single limit per accident		
Excess/Umbrella Liability Umbrella _____ Excess _____ Insurer: _____ _____	\$ _____ per occurrence or \$ _____ per claim \$ _____ general aggregate Self-insured retention \$ _____		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Agent/brokerage: _____

Address: _____

Name and title of person to be contacted: _____

Contact phone number: _____ Contact fax number: _____

Authorized Signature _____

Date _____

Print name: _____

Title of signatory: _____



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

General Liability Endorsement – Contracts/PO's

Minimum limits required: \$1,000,000 per occurrence. \$2,000,000 general aggregate

A. GENERAL LIABILITY POLICY INFORMATION

1 Insurance Company _____

2 Policy No. _____ Policy term (from) _____ (to) _____

3 Endorsement effective date _____ Endorsement expiration date (if blank, it is policy expiration date) _____

4 Named Insured _____

5 Address of Named Insured _____

6 Deductible or Self-Insured Retention (nil unless otherwise specified) \$ _____

7 Policy Limits Occurrence \$ _____ General Aggregate \$ _____

8 Policy Form equivalent to: CG 00 01 _____ CG 00 02 (special approval required) _____ GL 00 02 and GL 04 04 _____

9 The following coverage is provided: (*required coverages)

Contractual liability for this contract*	<input checked="" type="checkbox"/>	Gradual pollution	_____	X, C. and U hazards included*	<input checked="" type="checkbox"/>
Products and completed operations*	<input checked="" type="checkbox"/>	EMF liability	_____	Sudden and accid. pollution liab	<input checked="" type="checkbox"/>
Hangarkeepers	_____	Personal injury	<input checked="" type="checkbox"/>	Non-owned auto	_____
Liquor liability	_____	Watercraft liability	_____	Aircraft liability	_____
Fire legal liability	<input checked="" type="checkbox"/>	Garagekeepers	_____	Other	_____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED** The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to with respect to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured
- PRIMARY AND NONCONTRIBUTORY COVERAGE** As respects (a) work performed by the Named Insured for or on behalf of the City, (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy to the City, and to its boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, commissions, officials, employees, and agents shall be in excess of this insurance and not contribute to it
- SEVERABILITY OF INTERESTS** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made of suit is brought, subject to the Insured's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS** Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its boards, commissions, officials, employees, or agents.
- CANCELLATION NOTICE** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days' notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: _____
(Name) (Title) (Company)

ADDRESS: _____

TELEPHONE: _____ FAX: _____

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) _____, warrant that I have authority to bind the insurance company listed above in item A 1 and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) _____ DATE _____

TITLE _____ ORGANIZATION _____

ADDRESS _____

TELEPHONE _____ FAX _____



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU
333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 570-5375

Auto Liability Endorsement

Minimum limits required: \$1,000,000 combined single limit

A. AUTO LIABILITY POLICY INFORMATION

1. Insurance Company _____
2. Policy No. _____ Policy term (from) _____ (to) _____
3. Endorsement effective date _____ Endorsement expiration date _____
4. Named Insured _____
5. Address of Named Insured _____
6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ _____
7. Policy Limits: CSL per accident \$ _____ BI per person/BI per accident/PPD: \$ _____
8. Coverage: Any auto All owned autos Scheduled autos Hired autos Non-owned autos
9. Coverage form: CA 00 01 06 92 and endorsement CA 00 25 Other _____

If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Long Beach is included as an additional insured with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City.
2. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.
3. **CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: _____
(Name) (Title) (Company)

ADDRESS: _____

TELEPHONE: _____ FAX: _____

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) _____, warrant that I have authority to bind the insurance company listed above in item A.1, and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: _____ ORGANIZATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802

Office : (562) 570-6714 ♦ Fax: (562) 570-5375

Workers' Compensation and Employer's Liability Endorsement

Minimum limits required: Statutory workers' comp and \$1,000,000 employer's liability

A. POLICY INFORMATION

1. Insurance Company _____
2. Policy No. _____ Policy term (from) _____ (to) _____
3. Endorsement effective date _____ Endorsement expiration date _____
4. Named Insured _____
5. Address of Named Insured _____
6. Employer's Liability limit: \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City of Long Beach at the above address, attention: Risk Management.
2. WAIVER OF SUBROGATION. The Insurance Company in item A.1 above hereby agrees to waive all rights of subrogation against the City, its officials, employees and agents for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) _____, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original signature required on endorsement furnished to the City) DATE

TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

Appendix C

(Layout of Baggage System Components)

Appendix D

**(Maintenance Schedule Recommended by
Manufacturers)**

Note:

**Contact Rachel Korkos at
rachel_korkos@longbeach.gov to obtain copies of the
manuals that comprise this Appendix.**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: OPERATIONAL SAFETY ON AIRPORTS
DURING CONSTRUCTION

Date: 1/17/03

AC No: 150/5370-2E

Initiated by: AAS-300

Change:

1. THE PURPOSE OF THIS ADVISORY CIRCULAR (AC).

Aviation safety is the primary consideration at airports, especially during construction. This AC sets forth guidelines for operational safety on airports during construction. It contains major changes to the following areas: "Runway Safety Area," paragraph 3-2; "Taxiway Safety Areas/Object-Free Areas," paragraph 3-3; "Overview," paragraph 3-4; "Marking Guidelines for Temporary Threshold," paragraph 3-5; and "Hazard Marking and Lighting," paragraph 3-9.

2. WHAT THIS AC CANCELS.

This AC cancels AC 150/5370-2D, *Operational Safety on Airports During Construction*, dated May 31, 2002.

3. READING MATERIAL RELATED TO THIS AC.

Appendix 1 contains a list of reading materials on airport construction, design, and potential safety hazards during construction, as well as instructions for ordering these documents. Many of them, including this AC, are available on the Federal Aviation Administration (FAA) Web site.

4. WHO THIS AC AFFECTS.

This AC assists airport operators in complying with 14 Code of Federal Regulations (CFR), part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, and with the requirements of airport construction projects receiving funds under the Airport Improvement Program or from the Passenger Facility Charge Program. While the FAA does not require noncertificated airports without grant agreements to adhere to these guidelines, we recommend that they do so as it will help these airports maintain a desirable level of operational safety during construction.

5. ADDITIONAL BACKGROUND INFORMATION.

Appendix 2 contains definitions of terms used in this AC. Appendix 3 provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Appendix 4 is a sample Notice to Airmen form.

6. HAZARD LIGHTING IMPLEMENTATION TIME LINE.

Supplemental hazard lighting must be red in color by October 1, 2004. See paragraph 3-9 for more information.

DAVID L. BENNETT

Director, Office of Airport Safety and Standards

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CHAPTER 1. GENERAL SAFETY REQUIREMENTS AND RESPONSIBILITIES

1-1. OVERVIEW.

Hazardous practices and marginal conditions created by construction activities can decrease or jeopardize operational safety on airports. To minimize disruption of normal aircraft operations and to avoid situations that compromise the airport's operational safety, the airport operator must carefully plan, schedule, and coordinate construction activities. While the guidance in this AC is primarily used for construction operations, some of the methods and procedures described may also enhance day-to-day maintenance operations.

1-2. WHO IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION.

An airport operator has overall responsibility for construction activities on an airport. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on these responsibilities can be found throughout this AC.

a. Airport operator's responsibilities—

(1) Develop internally or approve a construction safety plan developed by an outside consultant/contractor that complies with the safety guidelines in Chapter 2, "Safety Plans," and Appendix 3, "Airport Construction Safety Planning Guide," of this AC.

(2) Require contractors to submit plans indicating how they intend to comply with the safety requirements of the project.

(3) Convene a meeting with the construction contractor, consultant, airport employees, and, if appropriate, tenant sponsor to review and discuss project safety before beginning construction activity.

(4) Ensure contact information is accurate for each representative/point of contact identified in the safety plan.

(5) Hold weekly or, if necessary, daily safety meetings to coordinate activities.

(6) Notify users, especially aircraft rescue and fire fighting (ARFF) personnel, of construction activity and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAMs) or other methods, as appropriate. Convene a meeting for review and discussion if necessary.

(7) Ensure that construction personnel know of any applicable airport procedures and of changes to those procedures that may affect their work.

(8) Ensure that construction contractors and subcontractors undergo training required by the safety plan.

(9) Develop and/or coordinate a construction vehicle plan with airport tenants, the airport traffic control tower (ATCT), and construction contractors. Include the vehicle plan in the safety plan. See Chapter 2, section 2, of this AC for additional information.

(10) Ensure tenants and contractors comply with standards and procedures for vehicle lighting, marking, access, operation, and communication.

(11) At certificated airports, ensure that each tenant's construction safety plan is consistent with 14 CFR part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

(12) Conduct frequent inspections to ensure construction contractors and tenants comply with the safety plan and that altered construction activities do not create potential safety hazards.

(13) Resolve safety deficiencies immediately.

(14) Ensure construction access complies with the security requirements of 49 CFR part 1542, Airport Security.

(15) Notify appropriate parties when conditions exist that invoke provisions of the safety plan (e.g., implementation of low-visibility operations).

b. Construction contractor's responsibilities—

(1) Submit plans to the airport operator on how to comply with the safety requirements of the project.

(2) Have available a copy of the project safety plan.

(3) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the airport.

(4) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.

(5) Provide a safety officer/construction inspector familiar with airport safety to monitor construction activities.

(6) Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.

(7) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations areas (AOAs) from the construction site unless authorized.

c. Tenant's responsibilities if planning construction activities on leased property—

(1) Develop a safety plan, and submit it to the airport operator for approval prior to issuance of a Notice to Proceed.

(2) Provide a point of contact who will coordinate an immediate response to correct any

construction-related activity that may adversely affect the operational safety of the airport.

(3) Ensure that no tenant or construction employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.

(4) Restrict movement of construction vehicles to construction areas by flagging and barricading or erecting temporary fencing.

CHAPTER 2. SAFETY PLANS

Section 1. Basic Safety Plan Considerations

2-1. OVERVIEW.

Airport operators should coordinate safety issues with the air carriers, FAA Airway Facilities, and other airport tenants before the design phase of the project. The airport operator should identify project safety concerns, requirements, and impacts before making arrangements with contractors and other personnel to perform work on an airport. These safety concerns will serve as the foundation for the construction safety plan and help maintain a high level of aviation safety during the project.

The airport operator should determine the level of complexity of the safety plan that is necessary for each construction project and its phases. The safety plan may be detailed in the specifications included in the invitation for bids, or the invitation for bid may specify that the contractor develop the safety plan and the airport operator approve it. In the latter case, the invitation for bid should contain sufficient information to allow the contractor to develop and determine the costs associated with the safety plan. In either case, safety plan costs should be incorporated into the total cost of the project. The airport operator has final approval authority and responsibility for all safety plans.

Coordination will vary from formal predesign conferences to informal contacts throughout the duration of the construction project.

Details of a specified safety plan, or requirements for a contractor-developed safety plan, should be discussed at the predesign and preconstruction conferences and should include the following, as appropriate:

- a. Actions necessary before starting construction, including defining and assigning responsibilities.
- b. Basic responsibilities and procedures for disseminating instructions about airport procedures to the contractor's personnel.
- c. Means of separating construction areas from aeronautical-use areas.
- d. Navigational aid (NAVAID) requirements and weather.
- e. Marking and lighting plan illustrations.
- f. Methods of coordinating significant changes in airport operations with all the appropriate parties.

2-2. SAFETY PLAN CHECKLIST.

To the extent applicable, the safety plan should address the following:

- a. Scope of work to be performed, including proposed duration of work.
- b. Runway and taxiway marking and lighting.
- c. Procedures for protecting all runway and taxiway safety areas, obstacle-free zones (OFZs), object-free areas (OFAs), and threshold citing criteria outlined in AC 150/5300-13, *Airport Design*, and as described in this AC. This includes limitations on equipment height and stockpiled material.
- d. Areas and operations affected by the construction activity, including possible safety problems.
- e. NAVAIDs that could be affected, especially critical area boundaries.
- f. Methods of separating vehicle and pedestrian construction traffic from the airport movement areas. This may include fencing off construction areas to keep equipment operators in restricted areas in which they are authorized to operate. Fencing, or some other form of restrictive barrier, is an operational necessity in some cases.
- g. Procedures and equipment, such as barricades (identify type), to delineate closed construction areas from the airport operational areas, as necessary.
- h. Limitations on construction.
- i. Required compliance of contractor personnel with all airport safety and security measures.
- j. Location of stockpiled construction materials, construction site parking, and access and haul roads.
- k. Radio communications.
- l. Vehicle identification.
- m. Trenches and excavations and cover requirements.

- n. Procedures for notifying ARFF personnel if water lines or fire hydrants must be deactivated or if emergency access routes must be rerouted or blocked.
- o. Emergency notification procedures for medical and police response.
- p. Use of temporary visual aids.
- q. Wildlife management.
- r. Foreign object debris (FOD) control provisions.
- s. Hazardous materials (HAZMAT) management.
- t. NOTAM issuance.
- u. Inspection requirements.
- v. Procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas.
- w. Procedures for contacting responsible representatives/points of contact for all involved parties. This should include off-duty contact information so an immediate response may be coordinated to correct any construction-related activity that could adversely affect the operational safety of the airport. Particular care should be taken to ensure that appropriate Airways Facilities personnel are identified in the event that an unanticipated utility outage or cable cut occurs that impacts FAA NAVAIDs.
- x. Vehicle operator training.
- y. Penalty provisions for noncompliance with airport rules and regulations and the safety plan (e.g., if a vehicle is involved in a runway incursion).
- z. Any special conditions that affect the operation of the airport and will require a portion of the safety plan to be activated (e.g., low-visibility operations, snow removal).

Section 2. Safety and Security Measures

2-3. OVERVIEW.

Airport operators are responsible for closely monitoring tenant and construction contractor activity during the construction project to ensure continual compliance with all safety and security requirements. Airports subject to 49 CFR part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. In addition, airport operators should use safety program standards, as described in Chapter 3 of this AC, to develop specific safety measures to which tenants and construction contractors must adhere throughout the duration of construction activities.

General safety provisions are contained in AC 150/5370-10, *Standards for Specifying Construction of Airports*, paragraphs 40-05, "Maintenance of Traffic"; 70-08, "Barricades, Warning Signs, and Hazard Markings"; and 80-04, "Limitation of Operations." At any time during construction, aircraft operations, weather, security, or local airport rules may dictate more stringent safety measures. The airport operator should ensure that both general and specific safety requirements are coordinated with airport tenants and ATCT personnel. The airport operator should also include these parties in the coordination of all bid documents, construction plans, and specifications for on-airport construction projects.

2-4. VEHICLE OPERATION AND MARKING AND PEDESTRIAN CONTROL.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. This includes aircraft movement and nonmovement areas. The airport operator should develop and coordinate a construction vehicle plan with airport tenants, contractors, and the ATCT. The safety plan or invitation for bid should include specific vehicle and pedestrian requirements.

The vehicle plan should contain the following items:

- a. Airport operator's rules and regulations for vehicle marking, lighting, and operation.
- b. Requirements for marking and identifying vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- c. Description of proper vehicle operations on movement and nonmovement areas under normal, lost communications, and emergency conditions.
- d. Penalties for noncompliance with driving rules and regulations.
- e. Training requirements for vehicle drivers to ensure compliance with the airport operator's vehicle rules and regulations.
- f. Provisions for radio communication training for construction contractor personnel engaged in construction activities around aircraft movement areas. Some drivers,

such as construction drivers under escort, may not require this training.

g. Escort procedures for construction vehicles requiring access to aircraft movement areas. A vehicle in the movement area must have a working aviation-band, two-way radio unless it is under escort. Vehicles can be in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

h. Monitoring procedures to ensure that vehicle drivers are in compliance with the construction vehicle plan.

i. Procedures for, if appropriate, personnel to control access through gates and fencing or across aircraft movement areas.

2-5. CONSTRUCTION EMPLOYEE PARKING AREAS.

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the airport movement area. These areas should provide reasonable contractor employee access to the job site.

2-6. CONSTRUCTION VEHICLE EQUIPMENT PARKING.

Construction employees must park and service all construction vehicles in an area designated by the airport operator outside the runway safety areas and OFZs and never on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (e.g., overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigational aids. The FAA must also study those areas to determine effects on 14 CFR part 77, *Objects Affecting Navigable Airspace*, surfaces (see paragraph 2-13 for further information).

2-7. RADIO COMMUNICATION TRAINING.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement

areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCTs. Training of contractors on proper communication procedures is essential for maintaining airport operational safety. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations, ATCT, or the Common Traffic Advisory Frequency, which may include UNICOM, MULTICOM, or one of the FAA Flight Service Stations (FSS), as directed by airport management.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure (see the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings"). This safety placard may be ordered through the Runway Safety Program Web site at <http://www.faarsp.org> or obtained from the Regional Airports Division Office.

2-8. FENCING AND GATES.

Airport operators and contractors must take care to maintain a high level of safety and security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and people (especially minors). Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

Section 3. Notification of Construction Activities

2-9. GENERAL.

In order to maintain the desired levels of operational safety on airports during construction activities, the safety

plan should contain the notification actions described below.

2-10. ENSURING PROMPT NOTIFICATIONS.

The airport operator should establish and follow procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of an airport.

2-11. NOTICES TO AIRMEN (NOTAMS).

The airport operator must provide information on closed or hazardous conditions on airport movement areas to the FSS so it can issue a NOTAM. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMS) for Airport Operators*, and Appendix 4 in this AC for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA-owned facilities. Only the airport operator or an authorized representative may issue or cancel NOTAMs on airport conditions. (The airport owner/operator is the only entity that can close or open a runway.) The airport operator must file and maintain this list of authorized representatives with the FSS. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

2-12. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) NOTIFICATION.

The safety plan must provide procedures for notifying ARFF personnel, mutual aid providers, and other emergency services if construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if contractors work with hazardous material on the airfield. Notification procedures must also be developed for notifying ARFF and all other emergency personnel when the work performed will close or affect any emergency routes. Likewise, the procedures must address appropriate notifications when services are restored.

2-13. NOTIFICATION TO THE FAA.

For certain airport projects, 14 CFR part 77 requires notification to the FAA. In addition to applications made for Federally funded construction, 14 CFR part 157, Notice of Construction, Alteration, Activation, and

Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Regional Airports Division Office or Airports District Office.

Also, any person proposing any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77 must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, etc.). FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the FAA Regional Airports Division Office or Airports District Office. (See AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*.)

If construction operations require a shutdown of an airport owned NAVAID from service for more than 24 hours or in excess of 4 hours daily on consecutive days, we recommend a 45-day minimum notice prior to facility shutdown. Coordinate work for a FAA owned NAVAID shutdown with the local FAA Airways Facilities Office. In addition, procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs must be addressed.

2-14. WORK SCHEDULING AND ACCOMPLISHMENT.

Airport operators—or tenants having construction on their leased properties—should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*). The airport operator, tenants, and construction contractors should integrate operational safety requirements into their planning and work schedules as early as practical. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project. The contractor and airport operator should carry out onsite inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

CHAPTER 3. SAFETY STANDARDS AND GUIDELINES

Section 1. Runway and Taxiway Safety Areas, Obstacle-Free Zones, and Object-Free Areas

3-1. OVERVIEW.

Airport operators must use these safety guidelines when preparing plans and specifications for construction activities in areas that may interfere with aircraft operations. The safety plan should recognize and address these standards for each airport construction project. However, the safety plan must reflect the specific needs of a particular project, and for this reason, these safety guidelines should not be incorporated verbatim into project specifications. For additional guidance on meeting safety and security requirements, refer to the planning guide template included in Appendix 3 of this AC.

3-2. RUNWAY SAFETY AREA (RSA)/ OBSTACLE-FREE ZONE (OFZ).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13, *Airport Design*). Construction activities within the standard RSA are subject to the following conditions:

a. Runway edges.

(1) No construction may occur closer than 200 feet (60m) from the runway centerline unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA width available during construction, or 400 feet, whichever is less (see AC 150/5300-13, Tables 3-1 through 3-3).

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The airport operator must coordinate the construction activity in the RSA as permitted above with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

b. Runway ends.

(1) An RSA must be maintained of such dimensions that it extends beyond the end of the runway a distance equal to that which existed before construction activity, unless the runway is closed or restricted to aircraft operations for which the reduced RSA is adequate (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may help provide the necessary RSA.

In addition, all personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.¹ Consult with the appropriate FAA Regional Airports Division Office or Airports District Office to determine the appropriate approach surface required.

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The safety plan must provide procedures for ensuring adequate distance for blast protection, if required by operational considerations.

(4) The airport operator must coordinate construction activity in this portion of the RSA with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

c. Excavations.

(1) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(2) Open trenches or excavations are not permitted within 200 feet (60m) of the runway centerline and at least the existing RSA distance from the runway threshold while the runway is open. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Coverings for open trenches or excavations must be of sufficient strength to support the weight of the heaviest aircraft operating on the runway.

3-3. TAXIWAY SAFETY AREAS/OBJECT-FREE AREAS.

a. Unrestricted construction activity is permissible adjacent to taxiways when the taxiway is restricted to aircraft such that the available taxiway safety area is equal

¹If a full safety area cannot be obtained through declared distances and partial closures, or other methods such as alternate runway use, construction activity may operate in the RSA as long as conditions cited in paragraph 3-1b(2) thru (4) are met. In addition, various surfaces outlined in AC 150/5300-13 and Terminal Instrument Procedures (TERPS) must be protected through an aeronautical study.

to at least ½ of the widest wingspan of the aircraft expected to use the taxiway and the available taxiway object-free area is equal to at least .7 times the widest wingspan plus 10 feet. (See AC 150/5300-13 for guidance on taxiway safety and object-free areas.)

Construction activity may be accomplished closer to a taxiway, subject to the following restrictions:

- (1) The activity is first coordinated with the airport operator.
- (2) Appropriate NOTAMs are issued.
- (3) Marking and lighting meeting the provisions of paragraph 3-9 are implemented.
- (4) Adequate clearance is maintained between equipment and materials and any part of an aircraft. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its

main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for each passing aircraft. In these situations, flag persons will be used to direct construction equipment, and wing walkers may be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers.

b. Construction contractors must prominently mark open trenches and excavations at the construction site, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness

c. Excavations and open trenches may be permitted up to the edge of a structural taxiway and apron pavement provided the dropoff is marked and lighted per paragraph 3-9, "Hazard Marking and Lighting."

Section 2. Temporary Runway Thresholds

3-4. OVERVIEW.

Construction activity in a runway approach area may result in the need to partially close a runway or displace the existing runway threshold. In either case, locate the threshold in accordance with Appendix 2 of AC 150/5300-13, *Airport Design*. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate these objects with the FAA's Regional Airports Office or appropriate Airports District Office, as necessary. Refer to the current edition of AC 150/5300-13 for guidance on threshold siting requirements. The partial runway closure, the displacement of the runway threshold, as well as closures of the complete runway and other portions of the movement area also requires coordination with appropriate ATCT personnel and airport users.

Caution regarding partial runway closures: When filing a NOTAM for a partial runway closure, clearly state to FSS personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold).

Example NOTAM: "North 1,000 feet of Runway 18/36 is closed; 7,000 feet remain available on Runway 18 and Runway 36 for arrivals and departures." There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition.

Caution regarding displaced thresholds: Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA),

such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, etc. within the RSA of any usable runway end, we do not recommend a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

3-5. MARKING GUIDELINES FOR TEMPORARY THRESHOLD.

Ensure that markings for temporary displaced thresholds are clearly visible to pilots approaching the airport to land. When construction personnel and equipment are located close to any threshold, a temporary visual NAVAID, such as runway end identifier lights (REIL), may be required (even on unlighted runways) to define the new beginning of the runway clearly. A visual vertical guidance device, such as a visual approach slope indicator (VASI), pulse light approach slope indicator (PLASI), or precision approach path indicator (PAPI), may be necessary to assure landing clearance over personnel, vehicles, equipment, and/or above-grade stockpiled materials. If such devices are installed, ensure an appropriate descriptive NOTAM is issued to inform pilots of these conditions. The current edition of AC 150/5340-1, *Standards for Airport Markings*, describes standard marking colors and layouts. In addition, we recommend that a temporary runway threshold be marked using the following guidelines:

a. Airport markings must be clearly visible to pilots; not misleading, confusing, or deceptive; secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents; and constructed of

materials that would minimize damage to an aircraft in the event of inadvertent contact.

(1) Pavement markings for temporary closed portions of the runway should consist of yellow chevrons to identify pavement areas that are unsuitable for takeoff/landing (see AC 150/5340-1). If unable to paint the markings on the pavement, construct them from any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents.

(2) It may be necessary to remove or cover runway markings, such as runway designation markings and aiming point markings, depending on the length of construction and type of activity at the airport.

(3) When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, use a white threshold bar of the dimensions specified in AC 150/5340-1.

(4) If temporary outboard elevated or flush threshold bars are used, locate them outside of the runway pavement surface, one on each side of the runway. They should be at least 10 feet (3m) in width and extend outboard from each side of the runway so they are clearly visible to landing and departing aircraft. These threshold bars are white. If the white threshold bars are not discernable on grass or snow, apply a black background with appropriate material over the ground to ensure the markings are clearly visible.

(5) A temporary threshold may also be marked with the use of retroreflective, elevated markers. One side of such markers is green to denote the approach end of the runway; the side that is seen by pilots on rollout is red. See AC 150/5345-39, *FAA Specification L-853, Runway and Taxiway Retroreflective Markers*.

(6) At 14 CFR part 139 certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR part 139.309). However, at noncertificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39.

b. The application rate of the paint to mark a short-term temporary runway threshold may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10, *Standards for Specifying Construction of Airports*), but the dimensions must meet the existing standards, unless coordinated with the appropriate offices.

c. When a runway is partially closed, the distance remaining signs for aircraft landing in the opposite direction should be covered or removed during the construction.

3-6. LIGHTING GUIDELINES FOR TEMPORARY THRESHOLD.

A temporary runway threshold must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions. We recommend that temporary threshold lights and related visual NAVAIDs be installed outboard of the edges of the full-strength pavement with bases at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage (see AC 150/5370-10). We recommend that the following be observed when using temporary runway threshold lighting:

a. Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-24, *Runway and Taxiway Edge Lighting System*. Battery-powered, solar, or portable lights that meet the criteria in AC 150/5345-50, *Specification for Portable Runway Lights*, may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operation but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

b. When the runway has been partially closed, disconnect edge and threshold lights with associated isolation transformers on that part of the runway at and behind the threshold (i.e., the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value.

c. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources.

d. Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.

e. Relocate the visual glide slope indicator (VGS), such as VASI and PAPI; other airport lights, such as REIL; and approach lights to identify the temporary threshold. Another option is to disable the VGS or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGS,

coordinate its installation or disabling with the local Airway Facilities Systems Management Office.

f. Issue a NOTAM to inform pilots of temporary lighting conditions.

Section 3. Other Construction Marking and Lighting Activities

3-7. OVERVIEW.

Ensure that construction areas, including closed runways, are clearly and visibly separated from movement areas and that hazards, facilities, cables, and power lines are identified prominently for construction contractors. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking and lighting aids remain in place and operational. Routine inspections must be made of temporary construction lighting, especially battery-powered lighting since weather conditions can limit battery life.

3-8. CLOSED RUNWAY AND TAXIWAY MARKING AND LIGHTING.

Closed runway markings consist of a yellow "X" in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*. A very effective and preferable visual aid to depict temporary closure is the lighted "X" signal placed on or near the runway designation numbers. This device is much more discernible to approaching aircraft than the other materials described. If the lighted "X" is not available, construct the marking of any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents. In addition, the airport operator may install barricades, traffic cones, activate stop bars, or other acceptable visual devices at major entrances to the runways to prevent aircraft from entering a closed portion of runway. The placement of even a single reflective barricade with a "do not enter" sign on a taxiway centerline can prevent an aircraft from continuing onto a closed runway. If the taxiway must remain open for aircraft crossings, barricades or markings, as described above or in paragraph 3-9, should be placed on the runway.

a. Permanently closed runways.

For runways and taxiways that have been permanently closed, disconnect the lighting circuits. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place "X's" at each end and at 1,000-foot (300-m) intervals. For taxiways, place an "X" at the entrance of the closed taxiway.

b. Temporarily closed runway and taxiways.

For runways that have been temporarily closed, place an "X" at the each end of the runway. With taxiways, place an "X" at the entrance of the closed taxiway.

c. Temporarily closed airport.

When the airport is closed temporarily, mark the runways as closed and turn off the airport beacon.

d. Permanently closed airports

When the airport is closed permanently, mark the runways as permanently closed, disconnect the airport beacon, and place an "X" in the segmented circle or at a central location if no segmented circle exists.

3-9. HAZARD MARKING AND LIGHTING.

Provide prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Using appropriate hazard marking and lighting may prevent damage, injury, traffic delays, and/or facility closures. Hazard marking and lighting must restrict access and make specific hazards obvious to pilots, vehicle drivers, and other personnel. Barricades, traffic cones (weighted or sturdily attached to the surface), or flashers are acceptable methods used to identify and define the limits of construction and hazardous areas on airports.

Provide temporary hazard marking and lighting to prevent aircraft from taxiing onto a closed runway for takeoff and to identify open manholes, small areas under repair, stockpiled material, and waste areas. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport.

a. Nonmovement areas.

Indicate construction locations on nonmovement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Barricades may be supplemented with alternating

orange and white flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement the barricades with red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004). The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity delineate the hazardous area.

b. Movement areas.

Use orange traffic cones; red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004); collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above the ground. Do not use nonfrangible hazard markings, such as concrete barriers and/or metal-drum-type barricades, in aircraft movement areas. Do not use railroad ties on runways.

Use highly reflective barriers with flashing or steady-burning red lights to barricade taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, we strongly recommend that, even for closures of relatively short duration, major taxiway/runway intersections be identified with barricades spaced no greater than 20 feet (6m) apart. Mark the barricades with a flashing or steady-burning red light. At a minimum, use a single barricade placed on the taxiway centerline.

3-10. CONSTRUCTION NEAR NAVIGATIONAL AIDS (NAVAIDS).

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with signals essential to air navigation. Evaluate the effect of construction activity and the required distance and direction from the NAVAID for each construction project. Pay particular attention to stockpiling material, as well as

to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction may require NAVAID shutdown or adjustment of instrument approach minimums for IFR. This condition requires that a NOTAM be filed. Construction activities and materials/equipment storage near a NAVAID may also obstruct access to the equipment and instruments for maintenance. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, consult with the nearest FAA Airway Facilities Office.

3-11. CONSTRUCTION SITE ACCESS AND HAUL ROADS.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Construction contractors must submit specific proposed routes associated with construction activities to the airport operator for evaluation and approval as part of the safety plan before beginning construction activities. These proposed routes must also provide specifications to prevent inadvertent entry to movement areas. Pay special attention to ensure that ARFF right of way on access and haul roads is not impeded at any time and that construction traffic on haul roads does not interfere with NAVAIDS or approach surfaces of operational runways.

3-12. CONSTRUCTION MATERIAL STOCKPILING.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ of an operational runway. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stored at an approved location to prevent foreign object damage and attraction of wildlife.

3-13. OTHER LIMITATIONS ON CONSTRUCTION.

Contractors may not use open-flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. Under no circumstances should flare pots be used within the AOA at any time. The use of electrical blasting caps must not be permitted on or within 1,000 feet (300m) of the airport property (see AC 150/5370-10, *Standards for Specifying Construction of Airports*).

3-14. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must

not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these areas must be continuously removed during the construction project. We also recommend that airport operators and construction contractors carefully control and continuously remove waste or loose materials that might attract wildlife.

Section 4. Safety Hazards and Impacts

3-15. OVERVIEW.

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. Airport operators and contractors should consider the following when performing inspections of construction activity:

- a. Excavation adjacent to runways, taxiways, and aprons.
- b. Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxilane; in the related object-free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.
- c. Runway resurfacing projects resulting in lips exceeding 3 inches (7.6cm) from pavement edges and ends.
- d. Heavy equipment (stationary or mobile) operating or idle near AOAs, in runway approaches and departures areas, or in OFZs.
- e. Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigational and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.
- f. Tall and especially relatively low-visibility units (i.e., equipment with slim profiles)—cranes, drills, and similar objects—located in critical areas, such as OFZs and approach zones.
- g. Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxilane or in a related safety, approach, or departure area.
- h. Obstacles, loose pavement, trash, and other debris on or near AOAs. Construction debris (gravel,

sand, mud, paving materials, etc.) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.

- i. Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOAs create aviation hazards.
- j. Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOAs create aviation hazards.
- k. Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, or ponded water—on or near airports.
- l. Obliterated or faded markings on active operational areas.
- m. Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.
- n. Failure to issue, update, or cancel NOTAMS about airport or runway closures or other construction-related airport conditions.
- o. Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.
- p. Restrictions on ARFF access from fire stations to the runway-taxiway system or airport buildings.
- q. Lack of radio communications with construction vehicles in airport movement areas.
- r. Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport

that could be distracting, confusing, or alarming to pilots during aircraft operations.

s. Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.

t. Spillage from vehicles (gasoline, diesel fuel, oil, etc.) on active pavement areas, such as runways, taxiways, ramps, and airport roadways.

u. Failure to maintain drainage system integrity during construction (e.g., no temporary drainage provided when working on a drainage system).

v. Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.

w. Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.

x. Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.

y. Site burning, which can cause possible obscuration.

z. Construction work taking place outside of designated work areas and out of phase.

APPENDIX 1. RELATED READING MATERIAL

1. Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/arp/>. In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

a. AC 150/5200-28, *Notices to Airmen (NOTAM) for Airport Operators*. Provides guidance for the use of the NOTAM System in airport reporting.

b. AC 150/5200-30, *Airport Winter Safety and Operations*. Provides guidance to airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.

c. AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*. Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to public-use airports.

d. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. Provides guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.

e. AC 150/5220-4, *Water Supply Systems for Aircraft Fire and Rescue Protection*. Provides guidance for the selection of a water source and standards for the design of a distribution system to support aircraft rescue and fire fighting service operations on airports.

f. AC 150/5340-1, *Standards for Airport Markings*. Contains FAA standards for markings used on airport runways, taxiways, and aprons.

g. AC 150/5340-14B, *Economy Approach Lighting Aids*. Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.

h. AC 150/5340-18, *Standards for Airport Sign Systems*. Contains FAA standards for the siting and installation of signs on airport runways and taxiways.

i. AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*. Contains the FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

j. AC 150/5380-5, *Debris Hazards at Civil Airports*. Discusses problems at airports, gives information on foreign objects, and explains how to eliminate such objects from operational areas.

k. AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*. Provides information to persons proposing to erect or alter an object that may affect navigable airspace and explains the need to notify the FAA before construction begins and the FAA's response to those notices, as required by 14 CFR part 77.

2. Obtain copies of the following publications from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Send a check or money order made payable to the Superintendent of Documents in the amount stated with your request. The Government Printing Office does not accept C.O.D. orders. In addition, the FAA makes these ACs available at no charge on the Web site at <http://www.faa.gov/arp/>.

a. AC 150/5300-13, *Airport Design*. Contains FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the object-free area and the obstacle free-zone criteria. (\$26. Supt. Docs.) SN050-007-01208-0.

b. AC 150/5370-10, *Standards for Specifying Construction of Airports*. Provides standards for construction of airports. Items covered include earthwork, drainage, paving, turfing, lighting, and incidental construction. (\$18. Supt. Docs.) SN050-007-0821-0.

APPENDIX 2. DEFINITIONS OF TERMS USED IN THE AC

1. **AIR OPERATIONS AREA (AOA).** Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.
2. **CONSTRUCTION.** The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
3. **CERTIFICATED AIRPORT.** An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, or its subsequent revisions.
4. **FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION.** The form submitted to the FAA Regional Air Traffic or Airports Division Office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77, Objects Affecting Navigable Airspace (see AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*, found at <http://www.faa.gov/arp/>).
5. **FAA FORM 7480-1, NOTICE OF LANDING AREA PROPOSAL.** Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport (found at <http://www.faa.gov/arp/>).
6. **MOVEMENT AREA.** The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).
7. **OBSTRUCTION.** Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.
8. **OBJECT-FREE AREA (OFA).** An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).
9. **OBSTACLE-FREE ZONE (OFZ).** The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).
10. **RUNWAY SAFETY AREA (RSA).** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
11. **TAXIWAY SAFETY AREA.** A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
12. **THRESHOLD.** The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
13. **DISPLACED THRESHOLD.** The portion of pavement behind a displaced threshold that may be available for takeoffs in either direction or landing from the opposite direction.
14. **VISUAL GLIDE SLOPE INDICATOR (VGSI).** This device provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPIs), visual approach slope indicators (VASIs), and pulse light approach slope indicators (PLASIs).

APPENDIX 3. AIRPORT CONSTRUCTION SAFETY PLANNING GUIDE

Aviation Safety Requirements During Construction

PURPOSE. *This appendix provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Adapt this appendix, as applicable, to specific conditions found on the airport for which the plan is being developed. Consider including a copy of this safety plan in the construction drawings for easy access by contractor personnel. Plans should contain the following:*

1. GENERAL SAFETY REQUIREMENTS.

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator must perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

2. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE.

Before beginning any construction activity, the contractor must, through the airport operator, give notice [using the

Notice to Airmen (NOTAM) System] of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must—

- a. Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction*.
- b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.
- c. Inspect all construction and storage areas as often as necessary to be aware of conditions.
- d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3. APPROACH CLEARANCE TO RUNWAYS.

Runway thresholds must provide an unobstructed approach surface over equipment and materials. (Refer to Appendix 2 in AC 150/5300-13, *Airport Design*, for guidance in this area.)

4. RUNWAY AND TAXIWAY SAFETY AREA (RSA AND TSA).

Limit construction to outside of the approved RSA, as shown on the approved airport layout plan—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA that is equal to the RSA available during construction (see AC 150/5370-2 for exceptions). Construction activity within the TSA is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; evacuations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity (see AC 150/5300-13 for wingtip clearance requirements). The NOTAM should state that, "personnel and equipment are working adjacent to Taxiway ____."

a. Procedures for protecting runway edges.

- Limit construction to no closer than 200 feet (60m) from the runway centerline—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA

- that is equal to the RSA available during construction.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, Paragraph 306, "Obstacle Free Zone (OFZ)," from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.

Complete the following chart to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category*	Airplane Design Group*	RSA Width in Feet Divided by 2*
	A, B, C, or D	I, II, III, or IV	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

b. Procedures for protecting runway ends.

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity—unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA length available during construction in accordance with AC 150/5300-13. This may involve the use of declared distances and partial runway closures (see AC 150/5370-2 for exceptions).
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, from penetrating the obstacle-free zone.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.
- Provide a drawing showing the profile of the appropriate surfaces of each runway end where construction will take place. Where operations by turbojet aircraft are anticipated, review takeoff procedures and jet blast characteristics of aircraft and incorporate safety measures for construction workers in the contract documents.

Complete the following chart to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Unobstructed Approach Slope
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)
_____	_____	_____	_____ : FEET	_____ : 1 to (threshold)

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

5. MARKING AND LIGHTING FOR TEMPORARY THRESHOLDS.

Marking and lighting for a temporary threshold is ___/is not ___ required. The airport owner or contractor, as specified in the contract, will furnish and maintain markings for temporary thresholds. Precision approach path indicators (PAPIs) or runway end identification lights (REIL) are ___/are not ___ required. The airport owner or contractor, as specified in the contract, will furnish and install all temporary lighting. Include appropriate items per AC 150/5370-2, Chapter 3, "Safety Standards and Guidelines." *If marking and lighting for the temporary threshold is not required, delete this section of the safety plan. If visual aids and/or markings are necessary, provide details. (Include applicable 14 CFR part 77 surfaces in the contract documents.)*

6. CLOSED RUNWAY MARKINGS AND LIGHTING.

The following must be specified for closed runways. Closed runway marking are ___/are not ___ required. Closed runway markings will be as shown on the plans ___/as furnished by the airport owner ___/other ___ (specify). Barricades, flagging, and flashers are ___/are not ___ required at Taxiway ___ and Runway ___ and will be supplied by the airport ___/other ___ (specify).

7. HAZARDOUS AREA MARKING AND LIGHTING.

Hazardous areas on the movement area will be marked with barricades, traffic cones, flags, or flashers (specify). These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing or steady-burning lights (specify). The hazardous area marking and lighting will be supplied by

the airport operator/contractor, as specified in the contract, and will be depicted on the plans.

8. TEMPORARY LIGHTING AND MARKING.

Airport markings, lighting, and/or signs will be altered in the following manner (specify) during the period from ___ to ___. The alterations are depicted on the plans.

9. VEHICLE OPERATION MARKING AND CONTROL.

Include the following provisions in the construction contract, and address them in the safety plans:

a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch (20-cm) block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan. *(This section should be revised to conform to the airport operator's requirements.)*

c. Employee parking shall be _____ (specify location), as designated by the airport manager _____/project engineer _____/other _____ (specify).

d. Access to the job site shall be via _____ (specify route), as shown on the plans _____/designated by the engineer _____/designated by the superintendent _____/designated by the airport manager _____/other _____ (specify).

e. At 14 CFR part 139 certificated and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance.

f. If the airport is certificated and/or has a security plan, the airport operator should check for guidance on the additional identification and control of construction equipment.

10. NAVIGATIONAL AIDS.

The contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

11. LIMITATIONS ON CONSTRUCTION.

Additional limitations on construction include---

a. Prohibiting open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the airport operator *(as tailored to conform to local requirements and restrictions)*.

b. Prominently marking open trenches, excavations, and stockpiled materials at the construction and lighting these obstacles during hours of restricted visibility and darkness.

c. Marking and lighting closed, deceptive, and hazardous areas on airports, as appropriate.

d. Constraining stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

12. RADIO COMMUNICATIONS.

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are _____/are not _____ required between contractors and the Airport Traffic Control Tower _____/FAA Flight Service Station _____/Airport Aeronautical Advisory Stations (UNICOM/CTAF) _____. Radio contact is _____/is not _____ required between the hours of _____ and _____. Continuous monitoring is required _____/or is required only when equipment movement is necessary in certain areas _____. *(This section may be tailored to suit the specific vehicle and safety requirements of the airport sponsor.)*

13. DEBRIS.

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

APPENDIX 4. SAMPLE NOTAM

_____ AIRPORT

FAA NOTAM # _____ DATE: _____
AIRPORT I.D. # _____ TIME: _____

NOTAM TEXT:

NOTIFICATON:

TOWER _____
PHONE # INITIALS TIME CALLED IN BY

FSS _____
PHONE # INITIALS TIME CALLED IN BY

AIRLINES

CANCELLED:

NOTIFICATON:

TOWER _____
PHONE # INITIALS TIME CALLED IN BY

FSS _____
PHONE # INITIALS TIME CALLED IN BY

AIRLINES

Appendix F

**(Long Beach Airport Safety and Security
Requirements During Construction)**

Long Beach Airport Safety and Security Requirements During Construction

1.0 Introduction

Long Beach Airport is a large airport serving a diverse mix of aircraft including air carriers, general aviation, helicopters, corporate jets, military aircraft and airships. The Airport currently handles over 500,000 annual aircraft operations (take-offs and landings). The Airport is extremely complex with 5 runways and miles of supporting taxiways. Potential runway incursions are a major safety concern.

Due to the complexity of the Airport, traffic volume and diversity, any construction project presents special and unique challenges.

1.1 Purpose

This document has been prepared to define the standards and procedures for meeting the requirements of Federal Aviation Regulations and local rules and regulations governing operational safety on airports during construction; and to support and facilitate construction activities while continuing to maintain the level of safety and security required for airport and aircraft operations.

This safety plan is a part of this construction contract. Deviations from these requirements shall be sufficient cause for contract termination.

Construction shall be planned and conducted throughout this project in such a manner as to permit safe airport operations.

1.2 Applicability

The requirements, standards and procedures included in this safety plan apply to all construction projects within the Airport's Air Operations Area (AOA) or restricted areas of the Airport as defined in this document. This safety plan also applies to any tenant construction that impinges on the AOA or requires staging, access or any other operation in the AOA.

This safety plan applies to consultants, contractors, subcontractors, suppliers, and all other persons under their control who conduct activities within the AOA or restricted areas of the Airport.

For this document "construction" also includes maintenance activities.

1.3 Additional Information

Required reference materials associated with this safety plan include:

FAA Advisory Circular 150/5370-2, Operational Safety on Airports during Construction, current edition
Long Beach Airport Certification Manual (ACM)
Long Beach Airport Security Plan (ASP)
Long Beach Airport Driving Rules and Regulations

A copy of the current version of AC 150-5370-2 is included in these specifications. Copies of the Airport Driving Rules and Regulations, and pertinent parts of the ACM and ASP will be provided by the Airport Operations Representative.

1.4 Enforcement

- 1.4.1 By requesting and being granted the authorization to enter the Airport's AOA or other restricted areas, the Contractor or other recipient of this document is assumed to have read, understood and agreed to comply with all applicable provisions of this safety plan; and assumed the responsibility to inform all persons associated with the Contractor's activities at the Airport of the provisions of this safety plan.
- 1.4.2 Unless specifically exempted in advance by the Airport Operations Representative or their designee, failure to comply with any of the requirements set forth in this safety plan may result in denial of access to the AOA or other corrective measures including, but not limited to retraining, temporary suspension of construction activities, documented warning, citation, or fine.
- 1.4.3 The Airport Manager, Airport Operations Officer, Airport Operations Representative or their designee, and Airport Safety Officers are authorized to enforce the requirements of this safety plan.

2.0 Project Description

Detailed Plans and Specifications for this project will be provided to the Contractor. These plans and specifications provide detailed information on project work area(s), staging area(s) and proposed access point(s) and haul route(s).

3.0 Responsibilities

3.1 Airport Operations

The Long Beach Airport will appoint a Superintendent of Airport Operations, or another qualified individual to serve as the Airport Operations Representative for the duration of

the contract. The Airport Operations Representative, or his/her representative, will coordinate all safety and security matters during construction, and ensure that all procedures and requirements are followed.

The Airport Operations Representative is responsible for:

- 3.1.1 Conducting the pre-construction meeting.
- 3.1.2 Coordinating all construction activity with tenants, users and Air Traffic Control prior to and during construction.
- 3.1.3 Inspecting, closing, and returning operational areas to service.
- 3.1.4 Ensuring that marking and lighting placed by the Contractor is adequate.
- 3.1.5 Coordinating safety procedures with tenants, passengers, users and others, as appropriate before, during and after construction.
- 3.1.6 Ensuring that access to the Air Operations Area (AOA), Security Identification Display Area (SIDA) and construction areas are controlled.
- 3.1.7 Issuing and canceling Notices to Airmen (NOTAMs) in a timely manner.
- 3.1.8 Maintaining the records and reviewing for currency all NOTAMs and other advisories issued.
- 3.1.9 Representing the Airport on the Construction Safety and Security Committee.

3.2 Construction Safety and Security Coordinator

The Contractor shall appoint an on-site Construction Superintendent or other qualified individual to serve as the Contractor Safety and Security Coordinator (CSSC) for the duration of the contract. The CSSC shall thoroughly understand the safety and security requirements of the contract and shall have sufficient authority to implement the provisions. The Contractor shall notify the Airport Operations Representative in writing of the name, telephone and pager numbers of the individual assigned to act as CSSC.

The CSSC shall represent the Contractor on the Construction Safety and Security Committee and shall be accountable for safety and security compliance. The CSSC shall be especially knowledgeable of the requirements of AC 150/5370-2.

Prior to the date for commencement of any work on the project, the CSSC shall:

- 3.2.1 Develop and submit in writing a detailed work schedule with dates specified for all milestone events. The work schedule shall be submitted to the Airport Operations Representative for approval at least one week prior to the desired

date of commencement of any work on the project. The work schedule shall be updated throughout the project to provide a continuing accurate schedule of construction activities.

- 3.2.2 Develop and submit in writing a detailed outline of the procedures to maintain safety and security of both Contractor operations and affected airport landside and airside operations during construction. This plan shall include procedures to be followed in the event of an accident or incident involving Contractor personnel. These procedures shall be subject to approval by the Airport Operations Representative. The Contractor shall agree to make revisions to the procedures as recommended by the Airport Operations Representative or the Construction Safety and Security Committee.
- 3.2.3 Develop and present safety and security orientation briefings for all Contractor employees and subcontractors that will be working on-site. The CSSC is also responsible for briefing all contractor personnel on new safety and security measures adopted by the Construction Safety and Security Committee.
- 3.2.4 Conduct at least one meeting of all Contractor supervisory personnel prior to the start of construction. Attendance at this meeting is mandatory for the CSSC, all contractor supervisory personnel and the Airport Operations Representative. The meeting shall be open to other Contractor employees and others, as deemed appropriate by the Airport Operations Representative. Minutes of this meeting shall be taken by the Contractor, with copies provided to each supervisor and kept on file in the Contractors on-site office.
- 3.2.5 Provide the Airport Operations Representative with the Contractor's emergency contact list, including names and 24-hour telephone and pager numbers.

3.3 Construction Safety and Security Committee

A Construction Safety and Security Committee shall be established for this project. This committee shall monitor, establish, coordinate, implement and review new safety and security provisions as required during the course of the project.

- 3.3.1 The Committee shall meet at least weekly, or as required by the Airport Operations Representative. Committee meetings may be held in conjunction with regularly scheduled project progress meetings.
- 3.3.2 Meetings will be conducted by the Airport Operations Representative at an appropriate site on the Airport. Committee membership shall include the Airport Operations Representative, CSSC, Airport Operations Officer, Chief of Security, Construction Project Manager and representatives of airport tenants and users, as appropriate.

4.0 Construction Controls

The following specific construction controls shall be implemented. Additional controls and restrictions may be imposed by the Airport Operations Representative. The Contractor must receive authorization from the Airport Operations Representative to deviate from these requirements.

4.1 Airside Construction

- 4.1.1 Personnel and equipment shall remain within the designated construction area at all times.
- 4.1.2 Access to and from the construction site must be controlled at all times.
- 4.1.3 The Contractor shall, if deemed necessary, install work site identification signs at the authorized access point(s). If, in the opinion of the Airport Operations Representative, directional signs and traffic cones or other markings are needed for clarity, they shall be installed by the Contractor along the route authorized for access to each construction site.
- 4.1.4 Staging areas and stockpiles must be contained and controlled to prevent FOD or debris as well as unauthorized access to the AOA.
- 4.1.5 Any cranes used require prior notification and approval from the FAA. Contact the Airport Operations Representative to coordinate. Cranes shall display three-foot by three-foot orange and white flags on top of the boom or red obstruction lights, if operated at night. Cranes shall be lowered when not in use.
- 4.1.6 All loose trash shall be immediately cleaned up and secured. All trash receptacles on the construction site or in the associated staging area shall be covered.
- 4.1.7 All building materials, barricades, construction and personnel shall be protected from aircraft-generated blast. Aircraft engine blast protection of personnel and equipment is the contractor's responsibility.
- 4.1.8 Hearing protection for contractor personnel shall be provided by the Contractor.
- 4.1.9 The Contractor shall provide aviation band radios if specifically required by the contract. Personnel operating in an active aircraft movement area shall be capable of communicating with the Air Traffic Control Tower (ATCT) on the Ground Control frequency and shall follow any instructions issued by the ATCT.
- 4.1.10 All open excavations shall be barricaded with orange and white striped low-profile barricades or delineators and lighted with red flashing lights. The barricades and lights shall be placed at each corner of the excavation and with a

minimum of 20 ft. spacing along the sides of the excavation. The Airport Operations Representative may require additional barricades and markings in critical areas.

- 4.1.11 All closed taxiways and runways shall be barricaded with the same type of barricade described in 4.1.10 above. Locations of barricades shall be coordinated in advance with, and approved by the Airport Operations Representative.
- 4.1.12 All closed runways shall be marked with lighted 'X's placed on the runway numbers at each end, or at locations approved by the Airport Operations Representative. Lighted 'X's shall conform to Advisory Circular 150/5345-55 "Lighted Visual Aid to Indicate Temporary Runway Closure".
- 4.1.13 All work areas shall be properly secured before departing at end of shift. All active taxiways and perimeter roads that are crossed must be cleaned of debris on a continual basis.
- 4.1.14 All closed runways and other pavement areas shall be restored to original condition and clear of debris at the end of each shift.
- 4.1.15 All trenches and open excavations that are within runway or taxiway safety areas shall be covered or back filled so that there is no discontinuity in any ground or pavement surface greater than 3".
- 4.1.16 In addition to the inspection and cleanup required at the end of each shift, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s).
- 4.1.17 Sufficient sweepers and water trucks must be on site to clear debris and control dust.
- 4.1.18 All construction equipment must be moved to the designated staging area upon completion of work at each site for the day.
- 4.1.19 The Contractor may be required to provide escorts, flagmen and/or security guards, as determined by the Airport Operations Representative.
- 4.1.20 Prior to and during construction, the Contractor shall coordinate the work affecting Airport tenants with the Airport Operations Representative as well as with the affected tenant.
- 4.1.21 No equipment may be dropped off and left outside the Airport AOA or construction site fence. All equipment shall be accepted and stored in a designated staging area by the Contractor.

4.1.22 Night work shall be coordinated with the Airport Operations Representative a minimum of 10 days in advance of the night work.

4.2 Fire Safety

4.2.1 No smoking on the construction site.

4.2.2 No open flames unless pre-approved and monitored.

4.2.3 No open flames or welding within 50 feet of any aircraft or fuel truck.

4.2.4 Contractor shall provide fire watch personnel during the use of all open flames or while welding is in progress.

4.2.5 Contractor shall provide minimum of two on-site 4A 60BC fire extinguishers. The Airport Operations Representative may increase the minimum extinguisher requirement.

4.3 Material Suppliers, Subcontractors and Visitors

4.3.1 All material suppliers, subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the prime Contractor.

4.3.2 All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed.

4.3.3 If it is not practical to conform to the vehicle identification requirements and the safety and security orientation program requirements of this plan, the Contractor shall escort all suppliers, subcontractors and visitors while they are on the Airport, using personnel holding airfield driving permits.

5.0 Security

5.1 General Security Requirements

5.1.1 The Contractor shall maintain existing security conditions during construction.

5.1.2 The Contractor's access to the Airport, employee parking and marshaling area(s) and route(s) across the airfield shall be as shown on the Contractor's safety plan. No other airport access point or cross-airport route shall be permitted unless approved in advance by the Airport Operations Representative.

- 5.1.3 Access gates shall be locked immediately after traffic has entered or exited. In lieu of maintaining the gate in a locked mode, the Contractor shall provide a full time guard to prohibit unauthorized entry.
- 5.1.4 All Contractor traffic authorized to travel on the Airport shall have been trained and briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel or be escorted by appropriately trained personnel authorized by the CSSC.
- 5.1.5 There shall be no travel by foot within an active aircraft operational area except necessary travel within the work area to accomplish construction. The Contractor shall arrange transportation for all employees between designated marshaling areas and each construction site.
- 5.1.6 Contractor has sole responsibility for providing personnel and equipment escorts to the work site unless prior arrangements have been made with the Airport Operations Representative.

5.2 Special Requirements for Construction in the SIDA

All construction supervisory personnel shall obtain Long Beach Airport Security Identification Display Area (SIDA) badges prior to any work within or adjacent to the SIDA (on the Air Carrier Ramp or in terminal holdrooms).

5.2.1 To be issued SIDA badges:

- 5.2.1.1 All applicants for a SIDA badge must be fingerprinted and submit to a criminal records check. Those individuals that fail to pass the criminal records check will not be issued a SIDA badge.
 - 5.2.1.2 All applicants for a SIDA badge must be processed through the Transportation Security Administration's (TSA) Security Threat Assessment (STA). Those individuals not cleared by TSA will not be issued a badge.
 - 5.2.1.3 Applications and information regarding SIDA badges and access requirements may be obtained from the Airport Safety Office at (562) 570-2618.
- 5.2.2 Supervisors shall maintain close visual contact with all employees while working in the SIDA. If there is an insufficient number of badged supervisors to observe and escort all personnel, the Contractor may request that additional employees be issued SIDA badges.
- 5.2.3 The Contractor shall comply with all personnel, vehicle and equipment screening and search requirements when working in the SIDA.

- 5.2.4 Airport Operations or Safety personnel shall escort the Contractor and his employees when moving from one location to another on the Air Carrier Ramp.

6.0 Vehicle Operation and Control

6.1 Airfield Driving Permits

- 6.1.1 Contractor personnel driving on the airfield shall be issued an airfield driving permit. This permits them to drive unescorted on the perimeter road and aircraft ramps, excluding the SIDA. (SIDA access requires completion of the requirements in 5.2.6 above, in addition to an airfield driving permit.) All other construction vehicles must be escorted by Contractor personnel holding airfield driving permits.
- 6.1.2 To obtain a driving permit, the applicant must acquire hands-on driver training on the Long Beach Airport and pass a written test on the rules and regulations pertaining to driving on the airport. Information concerning this may be obtained from the Safety Office at (562) 570-2640.
- 6.1.3 Due to the complexity of the Airport, hands-on driver training will require a significant time commitment from the Contractor and his employees.

6.2 Vehicle Identification

To be authorized to operate on the Long Beach Airport each vehicle shall conform to the following requirements:

- 6.2.1 Vehicles driven on the airfield (other than construction equipment) must have a colored placard on the dashboard. Placards may be obtained from the Airport Safety Office.
- 6.2.2 Vehicles shall be marked/flagged for high daytime visibility, and lighted for nighttime operations.
- 6.2.3 Vehicles shall be identified with the company name or logo on both sides of the vehicle, with the lettering or logo of sufficient size to be clearly readable from a distance of no less than 50 feet. Vehicles needing intermittent identification may be marked with tape or with commercially available magnetic signs.
- 6.2.3.1 Certain special purpose vehicles such as backhoes, earthmovers, forklifts, asphalt pavers, trenchers, etc may be exempted from this requirement with prior approval of the Airport Operations Representative.
- 6.2.4 All construction equipment and vehicles shall display three-ft by three-ft flags or larger, orange and white checkerboard design with each checkerboard being

one-ft square during daylight hours. At night, these vehicles and equipment must display a rotating or flashing yellow light.

6.3 Vehicle Control

- 6.3.1 All construction equipment and vehicles shall comply with the Long Beach Airport Driving Rules and Regulations.
- 6.3.2 All construction equipment and vehicles shall be operated in a manner that does not compromise the safety of either landside or airside Airport operations.
- 6.3.3 No Contractor personnel are permitted to drive their personal vehicles to any construction site on the airport. All vehicles must be parked in the area designated for employee parking. The Contractor shall provide transportation to the work site.
- 6.3.4 In no case will construction personnel be allowed to cross active taxiways and runways without authorization and/or escort by Airport Operations or Safety personnel. Escorts must be arranged in advance through the Airport Operations Representative.

7.0 Protection of Utilities and Services

7.1 Utility Interruption

- 7.1.1 All planned interruptions or restorations of utilities (e.g. power, water, telephone, data, sewer, storm drain, gas, etc) must be approved and coordinated a minimum of 10 days in advance with the Airport Operations Representative.
- 7.1.2 All accidental or unplanned interruptions of utilities must be immediately reported to the Airport Operations Representative, or if unavailable, to the Airport Safety Office (562) 570-2640.

7.2 Repair and Restoration of Utilities

- 7.2.1 The Contractor is responsible to promptly effect repairs to utilities interrupted by his activities or within the area under his control.
- 7.2.2 Certain utilities, regardless of ownership, identified by the Airport Operations Representative to be critical to the security or safe operation of the Airport, must be functionally restored immediately following any interruption.
- 7.2.3 In the event that the Airport Operations Representative has reason to believe that the Contractor is unable to effect timely repair, the Airport Operations Representative has the option of having the repairs accomplished by a private party, City Public Works resources, utility company or other agencies.

LGB Safety and Security during Construction

- 7.2.4 In any event, all costs and expenses associated with the utility restoration will be borne by the Contractor.
- 7.2.5 All restorations of utilities must be approved by and coordinated with the Airport Operations Representative in advance.



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

Engineering Bureau

333 West Ocean Boulevard ! Long Beach, CA 90802 ! (562) 570-6383 FAX (562) 570-6012

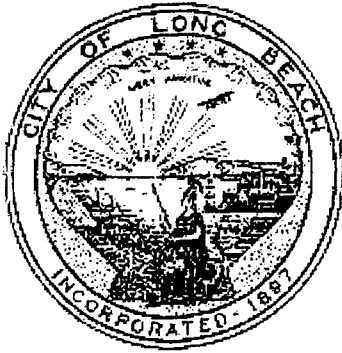
ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS FOR THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS AT THE LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA

Please note the following changes:

- Items 2 and 12 on Page 1 are revised to make the Table of Contents consistent with the rest of the RFQ. Revised Page 1 is attached hereto.
- Under "Schedule Of RFQ Events" on page 3, the day of the mandatory pre-submittal conference is corrected to read "*Tuesday*, March 10, 2009 at 10:00 AM." Revised Page 3 is attached hereto.

These changes constitute ADDENDUM NO. 1.



City of Long Beach
Working Together to Serve

Long Beach Airport

REQUEST FOR QUALIFICATIONS

for

THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS

AT THE LONG BEACH AIRPORT

Release Date: Thursday, February 26, 2009

Mandatory Pre-Submittal Conference and Site Visit:
Tuesday, March 10, 2009

Submittal Deadline: Thursday, April 2, 2009

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Appendix A – Preliminary Scope of Services

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Appendix F – Long Beach Airport Safety and Security Requirements During Construction

1.1 BACKGROUND

The baggage systems at the Airport have been installed at various times. The conveyor systems to and from TSA's screening area and the airline make-up carousel were constructed in 2007. The south bag claim was constructed in 2004, the middle bag claim in 2007, and the north bag claim in 2002. The outbound systems from the Airport pre-date all of the other systems with construction dates in the 1980s and 1990s.

The systems have been maintained by Airport staff and through various maintenance contracts over the years. The City desires to enter into a multi-year contract with one Maintenance Provider.

2. REQUIREMENTS FOR MAINTENANCE PROVIDER

The Maintenance Provider shall have a minimum of 5 years experience in the maintenance of baggage systems and be able to provide substantiation and references for those 5 years during which the Maintenance Provider had responsibility for the maintenance of baggage systems comparable to those at the Long Beach Airport.

3. SCHEDULE OF RFQ EVENTS

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this RFQ at any time prior to Contract execution. The City reserves the right to request or obtain additional information about any and all proposals. It is the goal of the City to select the consultant by **May 2009**. In preparation for that action, the following schedule of events has been prepared:

- Mandatory pre-submittal conference: **Tuesday, March 10, 2009 at 10:00 AM**,
- Deadline for submission of written questions to the City: **Friday, March 13, 2009 at 4:00 PM** (Questions via e-mail to rachel.korkos@longbeach.gov are acceptable),
- Submittals and Statement of Qualifications are due no later than **Thursday, March 19, 2009 at 4:00 PM**,
- Short-listed Maintenance Providers requested to prepare full proposal: **Week of March 30, 2009**
- Short-listed Maintenance Providers participate in interview and presentation of proposal: **Week of April 6, 2009**

The **mandatory pre-submittal conference** will be held on **Tuesday, March 10, 2009 from 10:00 AM to 11:30 AM** in the Airport Information Center located at 4135 Donald Douglas Drive, Long Beach, CA 90808. Attendees may park in the parking structure (Airport staff will validate parking). A site visit will be held following the pre-submittal conference.

All requests for clarifications, changes, exceptions or deviations to the Preliminary Scope of Services or terms and conditions set forth in this RFQ must be submitted to:

Ms. Rachel Korkos, Senior Civil Engineer
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808

Office Telephone: (562) 570-2620
Facsimile: (562) 570-2601

The City of Long Beach will respond to all written questions by issuing a written addendum, which will be sent to all Maintenance Providers who signed in at the mandatory pre-submittal conference or who register a request for such addendum. Responses will be distributed by e-mail.

Prospective Maintenance Providers are encouraged to promptly notify the City of Long Beach of any apparent inconsistencies in this RFQ and attachments.

4. PERIOD OF PERFORMANCE

Performance under a Contract awarded pursuant to this RFQ is intended to commence after **June 1, 2009**. A Notice to Proceed will be issued to the successful Maintenance Provider subject to successful conclusion of Contract negotiations. The City reserves the right to modify the composition of and the scope of services of the work.

The services for the Maintenance of Baggage Handling and Conveyance Systems are subject to the performance and termination clauses of the Contract, a sample copy of which is provided in Appendix B.

5. SUBMITTAL AND STATEMENT OF QUALIFICATIONS

Six (6) copies of the Submittal and Statement of Qualifications, including one copy containing an original signature, must be provided no later than **4:00 PM on Thursday, April 2, 2009**. Submittals received after this time will not be accepted and will be returned unopened. All submittals should be clearly marked with the submittal address as follows:

Long Beach Airport
Attention: Rachel Korkos, Senior Civil Engineer
4100 Donald Douglas Drive
Long Beach, CA 90808

RE: SUBMITTAL for RFQ
Maintenance of Baggage Handling and Conveyance Systems

RESPONSES TO QUESTIONS REGARDING
REQUEST FOR QUALIFICATIONS
for
THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS AT
THE LONG BEACH AIRPORT

March 27, 2009

1. *In the RFQ Appendix "A", section "E" it states, "All waste material shall be disposed of at a properly licensed disposal facility". Will this be at the cost of the maintenance provider or will this service be provided by the airport?*

The intent is that the Maintenance Provider shall remove trash created by the work of the Maintenance Provider. While our dumpsters can handle small amounts of trash, such as packaging of parts installed, it may not be used for disposal of parts removed/replaced, used or leftover oil or other chemicals, etc. Those types of disposal, done per all Federal, State and local requirements at a properly licensed facility, will be the responsibility of the Maintenance Provider.

2. *Section 10, Office Location/Travel: Please clarify the City established dimension limits for the small modular structure to be provided by the Maintenance Provider.*

The Airport would prefer a small structure (dimensions around 8'x20') that will be placed on the SIDA, which would require all users of the office to be badged; however, the Airport will be as flexible as possible in regard to office size and location. As the Airport has Terminal area improvements planned over the course of the next 3 years, the structure may be required to be moved more than once over the life of the contract.

3. *Section 18.3, Conflict of Interest: Please advise if the conflict of interest form will be provided by the City.*

Conflict of Interest forms will not be required to be filled out for this project.

4. *Section 18.4, Taxes:*

- a. *As this Section states the costumer will self accrue taxes, please confirm how we should apply taxes to our bid and how this will affect payments to the successful bidder.*

- b. *If taxes are to be applied, please provide the tax rate that should be included.*

With respect to tax reporting, please refer to the following City website for more information concerning self-accrual of use tax:
http://www.longbeach.gov/purchasing/use_tax.asp.

5. *Subsection 1.E, Airport Safety and Security: Please provide the costs/fees associated with the Security Clearance and Identification badging requirements.*

The Airport currently charges \$36 per person for the cost of fingerprinting. There is also an additional fee for lost badges, which is currently \$50. Those fees could increase over the life of the contract. Employees to be badged will have to attend a class prior to receipt of badge. The Airport charges no fees for that class.

6. *Subsection III.A, Payment: Payments for preventative maintenance are clarified being paid monthly, however, the payment duration for other work to be performed under this scope (emergency on-call, parts, etc.) is not specified. Our understanding is that regardless of task, payment will be Net 30 from date of invoice; please confirm our understanding is correct.*

It is preferred to put all charges for the work under this contract on one monthly invoice; however, if the need arises, exceptions can be allowed. Upon receipt of an accurate, clear invoice, the Airport/City will provide payment within 30 days of receipt.

7. *Section 4, Time for Contract: The sample contract references liquidated damages; however, we are unable to locate the detail/amounts.*

Liquidated damages will not be charged for the proposed services unless negotiated as part of new construction.

9. *Section 8, Claims: We request language that the underlined language be included with this clause: "...this arises from or is connected with the performance of the work by the Contractor. Any claim involving contributory negligence shall be handled so each party is responsible and liable for its share of the damages (and defense cost associated therewith) in proportion to its share of negligence."*

The City Attorney's office has determined that they will not alter this portion of the standard language in the contract.

10. *Section 14, Bonds: We did not find the Bond forms that this section indicated were attached. Please provide those forms. Please clarify what bond will be required.*

The bonds are for Faithful Performance and Labor and Materials. The forms are attached. Appropriate dollar amounts will be determined during the negotiations with the selected Maintenance Provider.

11. *Section 19, Taxes and Tax Reporting: This section requires that the Contractor submit the form in Appendix A; we are not able to locate the form. Will the City clarify what form is being referred to in this section and make it available to the bidders?*

To obtain the form, please refer to the following City website regarding self-accrual of use tax: http://www.longbeach.gov/purchasing/use_tax.asp.

12. *Section 19, Taxes and Tax Reporting: Please confirm the process by which the City requires the Contractor self accrue use tax and how does it differ from Section 18.4 which states the City will self accrue taxes.*

With respect to tax reporting, please refer to the following City website for more information concerning self-accrual of use tax:
http://www.longbeach.gov/purchasing/use_tax.asp.

13. *Section 21, Audit: We understand that the duration that this requirement will be in affect will be during the course of the contract work, please confirm.*

Based on contract law, the audit period is five years.



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard ! LONG BEACH, CA 90802 ! (562) 570-6383 FAX (562) 570-6012

Engineering Bureau

ADDENDUM NO. 2

REQUEST FOR QUALIFICATIONS FOR THE MAINTENANCE OF BAGGAGE HANDLING AND CONVEYANCE SYSTEMS AT THE LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA

Please note the following changes on the attached pages:

- On the cover sheet, the submittal deadline has been changed to Thursday, April 2, 2009.
- On Page 3, the following changes have been made:
 - The deadline for the submission of written questions to the City has been changed to Friday, March 27, 2009 at noon.
 - The submittal deadline has been changed to Thursday, April 2, 2009; time is still 4:00 p.m.
 - The date for request of short-listed Maintenance Providers to prepare full proposal has been changed to the week of April 13, 2009.
 - The date for the interviews has been changed to the week of April 27, 2009.
- On Page 4, the following changes have been made:
 - Under "Period of Performance", the intended commencement date has been changed to June 1, 2009.
 - Under "Submittal and Statement of Qualifications", the submittal date has been changed to 4:00 p.m. on Thursday, April 2, 2009.
 - In the address at the bottom of the page, indicating the location where the submittal is to be received, the zip code has been modified to 90808.

These changes constitute ADDENDUM NO. 2.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, and _____, located at _____, a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____ and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SURETY, admitted in California

By: _____
Name: _____
Title: _____
Telephone: _____

Approved as to form this _____ day of _____, 20__.

ROBERT E. SHANNON, City Attorney

By: _____
Deputy

Approved as to sufficiency this _____ day of _____, 20__.

By: _____
City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, _____, as PRINCIPAL, and _____, located at _____, a corporation, incorporated under the laws of the State of _____ admitted as a surety in the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____ and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work or labor required to be done thereunder, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20_____.

CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Telephone: _____

By: _____
Name: _____
Title: _____

Approved as to form this _____ day of _____, 20_____.

Approved as to sufficiency this _____ day of _____, 20_____.

ROBERT E. SHANNON, City Attorney

By: _____ Deputy

By: _____ City Manager/City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgement must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

EXHIBIT “A-1”



Airport Services
1805 West 2550 South
Ogden, Utah 84401 U.S.A.
Phone: (801) 629-3119
Fax: (801) 629-3487

July 28, 2009

Ms. Rachel Korkos
Senior Civil Engineer
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808

Subject: Revised Proposal for the Maintenance of Baggage Handling and Conveyance Systems at the Long Beach Airport

Dear Rachel,

We thank you for your comments on the JBT AeroTech proposal dated June 18, 2009; we have revised our proposal based on your feedback and submit the enclosed documentation for your review. The revised proposal includes the "Detailed Description of Proposal" and "Maintenance Services Quotation No. 1522-B dated July 28, 2009".

We offer fixed pricing for the 3-year period to cover 100% for the regular scheduled Preventive Maintenance (PM) and Inventory Control Management for the Baggage Handling and Conveyance Systems. We have calculated the escalation for the General Prevailing Wage determination in for the 3-year period; and have included those wage increases into our fixed pricing and hourly rates as instructed.

We trust that the information revised in this proposal response meets with your comments; however, if there are any additional details or information required to clarify or expand upon our offer, please do not hesitate to contact us.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "M. Garlick", written over a white background.

Michael W. Garlick
Director - Sales & Marketing
JBT AeroTech Services

CC:
Mario Rodriguez – Airport Director



DETAILED DESCRIPTION OF PROPOSAL

1. Commitment

JBT AeroTech – Airport Services (JBT) is driven to provide the highest quality of maintenance services for the "Baggage Handling and Conveyance Systems" by delivering a safe and cost-effective Preventive Maintenance (PM) and Inventory Control program for the City of Long Beach. It is our commitment to the City of Long Beach to keep your best interest with respect to our daily performance and decision-making regarding the care and service of your most valuable assets.

2. Proposed Services

JBT proposes to provide maintenance services for the Baggage Handling and Conveyance Systems for the City of Long Beach at LGB Airport. We are offering two (2) pricing scenarios:

- 1) JBT offers fixed pricing to cover 100% Preventive Maintenance (PM) and Inventory Control Management for the Baggage Handling and Conveyance Systems; the manning for this proposal would be one (1) full-time Technician and (1) part-time Technician to provide 60-hours of maintenance support per week which includes approximately 48-hrs/week for Preventive Maintenance and 12-hrs/week for PM Corrective Maintenance and Inventory Control Management. Any emergency call-out work will be billed on a time and material basis (We plan to utilize Technician(s) from our JBT Fixed-Base Operations at John Wayne Airport (SNA), Orange County, CA, for additional emergency call-out support work).
- 2) JBT offers fixed pricing to cover 100% Preventive Maintenance (PM) and Inventory Control Management for the Baggage Handling and Conveyance Systems; the manning for this proposal would be two (2) full-time Technicians to provide 80-hours of maintenance support per week which includes approximately 48-hrs/week for Preventive Maintenance, 12-hrs/week for PM Corrective Maintenance & Inventory Control Management, and 20-hrs/week for additional maintenance support and/or special project work as coordinated with the Airport. Any emergency call-out work will be billed on a time and material basis (We plan to utilize Technician(s) from our JBT Fixed-Base Operations at John Wayne Airport (SNA), Orange County, CA, for additional emergency call-out support work).

Manpower Utilization: To better analyze the two (2) pricing scenarios, JBT has estimated the manpower utilization based upon the assets for the "Baggage Handling and Conveyance System" analyzing the total number of equipment, PM Tasks, PM Intervals, and PM Hours to determine the total Preventive Maintenance (PM)/ and PM Corrective Maintenance (CM) hours and total number of Full-Time Employees (FTE) required for the program.



The following is a detailed table to determine the total maintenance hours and total number of recommended Full-Time Employees (FTE) required for the program:

Straight Conveyor and Queue Belts	PM Task	PM Interval	No# Intervals	No# Units	PM Hrs	Subtotal
Walk Through Inspection	Inspection	Daily	365	9	0.25	821.25
Bearings	Inspection	Monthly	12	37	0.13	57.72
Bearings Lubricate	Lubricate	None	0	37	0.08	0.00
Belt tracking	Inspection	Bi-Weekly	26	37	0.08	76.96
Belt Fasteners and Tension	Inspection	Bi-Weekly	26	37	0.13	125.06
Pulleys and Rollers	Inspection	Monthly	12	37	0.08	35.52
Drive Chain and Sprocket	Inspection	Monthly	12	37	0.08	35.52
Drive Chain and Sprocket	Clean	As Required	12	37	0.13	57.72
Drive Chain and Sprocket	Lubricate	Quarterly	4	37	0.13	19.24
Chain Guard	Inspection	Monthly	12	37	0.08	35.52
Motor Bearings	Clean	None	0	37	0.25	0.00
Motors	Lubricate	Annually	1	37	0.13	4.81
Motor-Brake	Inspection	Monthly	12	37	0.25	111.00
Reducer	Inspection	Monthly	12	37	0.08	35.52
Reducer	Lubricate	10K Hours	0.75	37	0.25	6.94
Reducer	Clean	Annually	1	37	0.08	2.96
Photo Eyes	Inspection	Monthly	12	74	0.08	71.04
Photo Eyes	Clean	Monthly	12	74	0.08	71.04
Fire/Security Doors	Inspection	Monthly	12	4	0.08	3.84
Fire/Security Doors	Clean	Monthly	12	4	0.08	3.84
MCP						
Lights/Indicators/Alarms	Inspection	Monthly	12	4	0.08	3.84
MCP						
Lights/Indicators/Alarms	Clean	Monthly	12	4	0.08	3.84
Subtotal Conveyors & Queue Belts						1583.18
Power and Spiral Turns	PM Task	PM Interval	No# Intervals	No# Units	PM Hrs	Subtotal
Bearings	Inspection	Monthly	12	37	0.13	57.72
Bearings Lubricate	Lubricate	None	0	37	0.08	0.00
Pulleys and Rollers	Inspection	Monthly	12	37	0.08	35.52
Drive Chain and Guide	Inspection	Monthly	12	37	0.08	35.52
Drive Chain and Guide	Clean	Monthly	12	37	0.13	57.72
Chain Guard	Inspection	Monthly	12	37	0.08	35.52
Motor Bearings	Clean	None	0	37	0.25	0.00
Motors	Lubricate	Annually	1	37	0.13	4.81
Motor-Brake	Inspection	Monthly	12	37	0.25	111.00
Reducer	Inspection	Monthly	12	37	0.08	35.52



Reducer	Lubricate	10K Hours	0.75	37	0.25	6.94
Reducer	Clean	Annually	1	37	0.08	2.96
Photo Eyes	Inspection	Monthly	12	74	0.08	71.04
Photo Eyes	Clean	Monthly	12	74	0.08	71.04
Subtotal Power & Spiral Turns						525.31

Inbound/Outbound Carousels	PM Task	PM Interval	No# Intervals	No# Units	PM Hrs	Subtotal
Plates	Inspection	Monthly	12	4	0.13	6.24
Plates	Clean	Monthly	12	4	0.5	24.00
Support Rollers	Inspection	Monthly	12	4	0.5	24.00
Drive Chain and Guide	Inspection	Monthly	12	37	0.08	35.52
Drive Chain and Guide	Clean	Monthly	12	37	0.13	57.72
Chain Guard	Inspection	Monthly	12	37	0.08	35.52
Motor Bearings	Clean	None	0	37	0.25	0.00
Motors	Lubricate	Annually	1	37	0.13	4.81
Motor-Brake	Inspection	Monthly	12	37	0.25	111.00
Reducer	Inspection	Monthly	12	37	0.08	35.52
Reducer	Lubricate	10K Hours	0.75	37	0.25	6.94
Reducer	Clean	Annually	1	37	0.08	2.96
Subtotal Inbound/Outbound Carousels						344.23
Total PM Hours						2452.71
FTE						1.18
Estimated PM Corrective Maintenance Hours						613.18
25.00%						
Total Estimated Maintenance Hours						3065.89
FTE						1.47

Based on the detailed table above the total estimated maintenance hours is 3,066 which divided by 2080 hours – total annual hours available per worker = the estimated Full-Time Employees (FTE) would be 1.47. Utilizing the table above the decision to select the right pricing scenario will be based on the following factors:

- 1) This fixed pricing scenario gives the Airport the manning coverage to complete 100% Preventive Maintenance (PM) with PM Corrective Maintenance (CM) and Inventory Control Management. Any emergency call-out work will be billed on a time and material basis.
- 2) This fixed pricing scenario gives the Airport the manning coverage to complete 100% Preventive Maintenance (PM) with PM Corrective Maintenance (CM), Inventory Control Management and some additional resource hours which would afford the Airport to be used for additional maintenance support and/or special project work (the additional



resources hours could be used for any related airport maintenance type work as required and coordinated by the Airport).

JBT believes the best solution would be to select pricing scenario number #2, which ensures the Airport complete Preventive Maintenance (PM) with PM Corrective Maintenance (CM) and Inventory Control compliance to best manage the overall performance of the "Baggage Handling and Conveyance System" and allow for additional resources to be applied for other airport maintenance areas. For example, the extra resource hours could be applied in programs aimed at reinforcing system reliability by implementing measures to achieve Reliability-Centered Maintenance (RCM) and Quality Assurance (QA) programs for greater accountability for the equipment life cycle costs.

3. Staffing

We plan to utilize our Site Manager at SNA – *Kenneth Rankin* for complete oversight of the program at the Long Beach Airport.

Kenneth Rankin
Site Manager, SNA
JBT AeroTech – Services
18601 Airport Way (Ste. 18A)
Santa Ana, CA 92707
Phone: 949.283.8717
Fax: 949.252.0119
Email: kenneth.rankin@jbt.com

The manager will be supported by a full-time Technician and/or Technician(s) as required who will provide the day-to-day leadership and coordination of the maintenance program. We plan to utilize *Richard Patching* as the primary full-time Technician for the project and he will be the main contact person for coordinating all tasks/activities. The Airport shall coordinate all work requirements through Richard (the primary contact person) and the other Technician(s) as necessary; the JBT Technician(s) will be in constant communication with the Airport and provide information as required to the Site Manager for additional support.

We recognize the key to our success is hiring and retaining qualified Technician(s) to meet the needs and requirements to ensure best practices. We recognize as a company the need to provide our Technician(s) with extensive training and support to ensure that we meet and exceed your expectations. It is agreed that the selection of any staff member filling positions in this proposal could be changed at any time at the request of either JBT or the Airport, but that both parties need to approve of the substitution.

We recognize that the Airport has a protocol in place for responding to system shutdown(s). For routine bag jams the Airlines and TSA will be the first point of contact depending on the location. The next point of contact will be Airport Maintenance followed by JBT. We will train our personnel not to be over aggressive in responding to requests to clear bag jams or minor issues that should be handled by Airport and airline staff. We will work and coordinate with the Airport to implement and/or revise protocol as appropriate.



On-Site Coverage: As mentioned earlier, JBT proposals two (2) scenarios:

- 1) JBT will utilize one (1) full-time Technician and one (1) part-time Technician to provide 60-hours of maintenance support and inventory control per week for the Baggage Handling and Conveyance Systems.

See staffing plan below: (JBT will adjust or modify hours as requested by the Airport)

Staffing Plan Long Beach Airport Baggage Handling and Conveyance System Maintenance							
	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Site Manager (Ken Rankin)	On Call	On Call	On Call	On Call	On Call	On Call	On Call
Richard Patching	On Call	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	On Call
Technician	0700-1530	0700-1130	On Call	On Call	On Call	On Call	0700-1530

- 2) JBT will utilize two (2) full-time Technicians to provide 80-hours of maintenance support and inventory control per week for the Baggage Handling and Conveyance Systems. We plan on days when both Technician(s) work the same day, we would stagger their work hours to maximum operational coverage hours and plan to select the days worked together as the heaviest travel days for the airport.

See staffing plan below: (JBT will adjust or modify hours as requested by the Airport)

Staffing Plan Long Beach International Airport Baggage Handling and Conveyance System Maintenance							
	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Site Manager (Ken Rankin)	On Call	On Call	On Call	On Call	On Call	On Call	On Call
Richard Patching	On Call	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	On Call
Technician	0700-1530	1400-2230	1400-2230	1400-2230	On Call	On Call	0700-1530



The following is the job description for the Baggage Handling System (BHS) Technician:

(Note: The job description is a general description of essential job functions. It is not intended as an employment contract, nor is it intended to describe all duties someone in this position may perform. All employees of JBT are expected to perform tasks as assigned by supervisory personnel, regardless of job title or routine job duties)

POSITION DESCRIPTION

Position Title:	BHS Technician	Grade:	
		Pos. No:	
Reports To:	Site Manager	FLSA:	Non Exempt
Work Location:	Long Beach Airport	EEO:	
Department:			
Prepared By:	B. Ahlstrom	Date:	04/2007
Approvals:		Date:	

PURPOSE:

Summarize briefly the major function and purpose of the position.
 The job duties and responsibilities include the maintenance, troubleshooting, and repair of baggage handling and conveyance systems including controls, scanners, carousels, automated security doors and all other equipment and components associated with the baggage system. Responsible for providing accurate and detailed work order data for input into the Computerized Maintenance Management System (CMMS) or as required by contract.

ENTRY QUALIFICATIONS:

What are the minimum qualifications an employee must have in order to perform the duties of the position (i.e. educational requirements, licenses, certification, work experience, training etc.)?

- High School or GED
- Technical degree, Associates degree, Vocational Training or extensive background in electrical/mechanical maintenance with a proven track record of experience.
- 3-5 years experience in the area of electrical/mechanical maintenance, troubleshooting, and repairing of conveyance equipment or equivalent
- Ability to independently troubleshoot and repair wire motor control systems.
- Ability to read blueprints and electrical schematics.
- Experience with baggage handling and conveyance systems and/or familiarity with airport equipment and operations a plus.
- Experience with troubleshooting and repairing BHS controls or PLC's preferred.
- PC skills with knowledge of word processing, spreadsheet and project management software preferred.

TRAINING REQUIREMENTS:

What additional training will an employee require to continue to perform the duties of the position?
 Electrical & Mechanical troubleshooting and maintenance training.

SCOPE OF RESPONSIBILITIES:



Indicate in terms of budget, revenue, number of employees supervised, etc.
 Provide maintenance, troubleshooting, and repair of baggage handling and conveyance systems including controls, scanners, carousels, automated security doors and all other equipment and components associated with the baggage system. Responsible for providing accurate and detailed work order data for input into the Computerized Maintenance Management System (CMMS) or as required by contract.

WORK ENVIRONMENT:

The work environment and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
WORK ENVIRONMENT: Describe general working conditions (i.e. noise level, temperature, around heavy machinery) Active airport operation with vehicular traffic. The employee is regularly exposed to moving mechanical parts; high, precarious places; and outside weather conditions. The noise level in the work environment is usually loud. Ability to work on an active Airport ramp around Jet Aircraft. Ability to be badged for work in a secured area of an active airport. Able to work around heavy equipment.

PHYSICAL DEMANDS: Describe amount & frequency of physical requirements of the position (i.e. lifting, pushing, climbing)
 While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or listen. The employee frequently is required to climb or balance and work in small spaces. Ladder work is required routinely. The employee must be able to regularly lift and/or move up to 60 pounds and have the ability to work in outside weather conditions on an active Airport ramp around Jet Aircraft and in confined spaces of a baggage conveyor system.
 Specific vision abilities required by this job include good close proximity vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
 Good hand / eye coordination is required.

MAJOR RESPONSIBILITY AREAS:

Identify the major duties and tasks accomplished by this position. For each duty, identify if it is an E - essential function or N - nonessential function of the job.

E/N	Duties and Responsibilities
E	Perform Preventive and corrective maintenance on all Baggage Handling and Conveyance Systems.
E	Troubleshoot and repair electrical and mechanical BHS components including system controls.
E	Responsible for providing accurate and detailed work order data for input into the Computerized Maintenance Management System (CMMS) or as required by contract.
E	Respond to calls when required and/or requested.
E	Provide reports to the manager and customer on the status of PMs, CMs, and open work orders.
E	Be proactive in overseeing the Preventive Maintenance (PM) program to ensure full compliance with customer's requirements and best practices.
E	Be an active participant in site Health, Safety and Environmental (HSE) programs.



Emergency “On-Call” Services or Corrective Repair Requests: With respect to providing emergency services or corrective repair requests (those repair requests beyond the estimated weekly hours included in the PM Corrective Maintenance), we plan to use a two-fold approach; first, to utilize our existing dedicated LGB technician(s) for both on-site hours and off-site hours; and second, to utilize our Technician(s) from our JBT Fixed-Base Operations at John Wayne Airport (SNA), Orange County, CA.

Normal response time to emergency calls, for all days of the week, 05:00 AM to 11:00PM, shall be 1.0 hour. As stated, any emergency services requested outside the on-site hours worked by the Technician(s) will be billed and paid for on a time and material basis.

4. Preventive Maintenance Program

JBT shall provide a proactive approach for the Preventive Maintenance (PM) program by implementing the Original Equipment Manufacturers (OEMs) PM requirements and recommendations including their inspection checklists. JBT will likewise use their many years of experience in maintaining similar Baggage Handling and Conveyance Systems throughout the country to ensure that we implement the best program for the system to keep the equipment in optimum condition, minimizing equipment downtime while maximizing equipment life. Our experience has proven that by achieving a 100% PM compliance will reduce the number of Emergency calls.

Our program will consist of daily, weekly, monthly, quarterly and annual checks which will be monitored and tracked on a monthly basis with accountability reports available to the City for review and evaluation. We will work with the City of Long Beach to ensure that the program incorporates the most current and up-to-date maintenance information or criteria including OEM service bulletins and/or advisories. The monthly progress reports, that include the monthly monitoring and tracking reports will be submitted with the monthly invoice. End of shift reports shall be left with the Airport staff person in charge of the contract.

JBT Agrees:

- To be the Service Provider for the City of Long Beach in implementing and maintaining the Baggage Handling and Conveyance System by coordinating with local LGB Airport management and/or authorities.
- To perform the Baggage Handling and Conveyance System preventive and corrective maintenance at 100% completion as recorded on a monthly basis.
- To maintain and make accessible all necessary records and information pertaining to the services and to perform a monthly review of such records.
- To provide employees with uniforms, airport parking, transportation or other fees/expenses unless otherwise noted.



- To ensure that personnel maintain, during the term hereof, appearance standards that shall give the general public the best impression.
- To ensure that all employees perform under the contract agreement and are properly trained to perform their assigned duties safely and efficiently.

5. Site Mobilization

JBT will work with the City of Long Beach to ensure that we meet the mobilization requirements at the site with emphasis on hiring the qualified staffing as required including conducting the proper background checks, physical reviews, drug testing and airport badging. JBT maintains an excellent record to date for each and every site mobilization which has been completely successful resulting in a seamless transition.

Background Checks: It is JBT's policy to undertake an extensive pre-employment evaluation of all its potential employees. This evaluation process includes not only criminal background checks and investigations according to current laws, rules and regulations but reference checks and verification of previous education, training and employment records. Investigation of experience and technical statements is conducted through the interview process and through selective pre-employment testing specifically applied to the discipline in which the individual is hired. Drug-screening and testing is utilized for 100% of new-hires throughout the company and JBT also maintains a random testing program across the company. As part of our pre-employee process, all employees are required to have verbal and written fluency with the English language.

Equal Employment: JBT is in full compliance with Equal Employment regulations; we are committed to a policy of providing equal employment opportunities to all candidates regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, or age.

JBT will coordinate all transition planning with the City of Long Beach to receive full approval before executing any tasks/activities. The final transition plan will include comprehensive details of all tasks, activities, responsibilities and contingencies as necessary. Any changes, deviations, modifications and/or contingencies will be discussed with the appropriate personnel before proceeding forward.

6. Operational Approach

JBT will provide the oversight of the preventive and corrective maintenance program and will collaborate in collecting, tracking, analyzing and reporting the daily/weekly/monthly documentation as required. We pledge our full support, cooperation and coordination in working with the City of Long Beach to meet or exceed your expectations.

JBT will provide 100% completion/compliance on all scheduled Preventive Maintenance (PM) work orders and oversee the successful completion of all corrective repair work. We plan to use our quality control program to oversee work order integrity; we will perform periodic reviews of work orders for accuracy, completeness, appropriateness and timeliness as this effort is critical



in maintaining reliable equipment. Included in our fixed pricing proposal is oversight of inventory control.

Safety Program: At JBT, *Safety is our #1 priority*. Our daily focus in creating and maintaining a safe and healthy work environment is paramount to our overall success of our site operations; all employees shall undergo extensive safety training as part of our initial training program. Our safety training program has proven to elevate the accountability of our employees to act more reasonable and responsible for safety and health issues by implementing best practices in our day-to-day work environments. We take seriously the responsibility for implementing our safety program within our work culture and to ensure that our employees are properly trained and are in full compliance with the applicable laws, rules and regulations.

Training Program: JBT shall maintain a solid foundation governing all facets of training including initial orientation, administrative, safety and technical training. We utilize a well-rounded training approach that combines interactive classroom lectures/discussions with hands-on experience; the training programs are designed to develop the employee's knowledge base to ensure effective solution oriented and responsible individuals. It is our belief that a confident well trained employee will react in a clear concise manner providing a fast and safe solution for our "customers".

Inventory Management: With the City of Long Beach providing secured warehouse or storage space, JBT shall provide oversight of the inventory system to ensure that all parts, materials and components are verified, stored, handled and maintained in a safe manner and condition. As part of the site mobilization plan, we will conduct a full inventory of all existing parts, materials, and components at the time of start-up with disclosure of the complete inventory to both parties. Following the inventory evaluation, JBT will develop a list of necessary parts and supplies to be kept on hand and will work with the City to jointly determine what parts and supplies should be purchased.

We recognize that the City of Long Beach will own all parts, materials and components; JBT will control and handle the inventory in the same manner as if JBT owned the inventory. We will provide the City of Long Beach with inventory and usage reports on a monthly basis to assure full accountability and to receive approval for stock replenishment.

Parts, Materials & Components Reimbursement: JBT is willing to source, evaluate, purchase and inspect parts, materials and components for the City of Long Beach at the amount of the item *plus 15% mark-up*. JBT will submit to the City's designated representative a monthly statement of all purchased items within the period to be reviewed and approved prior to submittal to JBT's accounting department for processing the final invoice for payment.

JBT requires suppliers and vendors to be capable of providing products and services that meet our operation and quality system requirements. Purchasing documents clearly and completely define ordered products and services, including applicable industry standards or other requirements. JBT will utilize Purchase Orders (PO) to provide sufficient information to assure complete and unambiguous definition and description of products or services ordered. Purchase Orders, where applicable, contain the following data:



- The description, quantity, pricing and other important information used for identification of the scope of work or items purchased.
- The description of applicable drawings, specifications, requirements, inspections, instructions, and other relevant and pertinent technical data.

Upon receipt of all purchased items, JBT will inspect and verify that all terms and conditions of items purchased are in full compliance with the requirements. Any items found to be nonconforming to the JBT's purchase order will be immediately addressed to correct all outstanding issues. JBT will use some kind of tagging or marking to indicate the part(s) received in location are good and ready for service; JBT will inform the Airport staff assigned to oversee the contract when these inspections will take place so that the Airport staff member maybe present. All approved and inspected parts will be stored in a safe and control environment to protect them for any damage and/or other harm.

7. Pricing Information

Please see enclosed "**MAINTENANCE SERVICES QUOTATION**" (Quote No. 1522-B) dated July 28, 2009 for the proposed pricing for both scenarios.



Airport Services
 1805 West 2550 South
 Ogden, Utah 84401 U.S.A.
 Phone: (801) 629-3119
 Fax: (801) 629-3487

MAINTENANCE SERVICES QUOTATION

**July 28, 2009
 Quote No. 1522-B**

**City of Long Beach
 Long Beach Airport
 4100 Donald Douglas Drive
 Long Beach, CA 90808**

ATTN: Mr. Mario Rodriguez, Airport Director

THIS QUOTATION IS SUBJECT TO THE ATTACHED MAINTENANCE SERVICE TERMS & CONDITIONS

DESCRIPTION OF SERVICE	PRICE
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1) **3-Year Maintenance Services for the "Baggage Handling and Conveyance Systems":**
 JBT offers fixed pricing to cover 100% Preventive Maintenance (PM) and Inventory Control Management for the Baggage Handling and Conveyance Systems; the manning for this proposal would be one (1) full-time Technician and one (1) part-time Technician to provide 60-hours of maintenance support per week which includes approximately 48-hrs/week for Preventive Maintenance and 12-hrs/week for PM Corrective Maintenance and Inventory Control Management.

Year- 1 (Oct 1, 2009 to Sep 30, 2010)	\$322,271.00
Year-2 (Oct 1, 2010 to Sep 30, 2011)	\$337,887.00
Year-3 (Oct 1, 2011 to Sep 30, 2012)	\$354,294.00

Total – 3 Years Maintenance Services Quotation	\$1,014,452.00
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Our proposal for wages for our Technician(s) is in compliance with California Labor Code and General Prevailing Wage determination made by the Director of Industrial Relations; the craft selected for these services is "Elevator Constructor".

The following rates are for emergency call-out services which will be billed on a time and material basis:

	<u>Year-1</u>	<u>Year-2</u>	<u>Year-3</u>
Daily Straight Time Rate	\$84.54/hr	\$88.86/hr	\$93.40/hr
Daily Overtime Rate	\$111.22/hr	\$116.90/hr	\$122.87/hr
Saturday Overtime Rate	\$111.22/hr	\$116.90/hr	\$122.87/hr
Sunday/Holiday Overtime Rate	\$140.11/hr	\$147.26/hr	\$154.79/hr

- 2) **3-Year Maintenance Services for the "Baggage Handling and Conveyance Systems":**
 JBT offers fixed pricing to cover 100% Preventive Maintenance (PM) and Inventory Control Management for the Baggage Handling and Conveyance Systems; the manning for this proposal would be two (2) full-time Technicians to provide 80-hours of maintenance support per week which includes approximately 48-hrs/week for Preventive Maintenance and 12-hrs/week for PM Corrective Maintenance & Inventory Control Management, and 20-hrs/week for additional maintenance support and/or special project work.

Year- 1 (Oct 1, 2009 to Sep 30, 2010)	\$381,490.00
Year-2 (Oct 1, 2010 to Sep 30, 2011)	\$400,133.00
Year-3 (Oct 1, 2011 to Sep 30, 2012)	\$419,721.00

Total – 3 Years Maintenance Services Quotation	\$1,201,344.00
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Our proposal for wages for our Technician(s) is in compliance with California Labor Code and General Prevailing Wage determination made by the Director of Industrial Relations; the craft selected for these services is "Elevator Constructor".

The following rates are for emergency call-out services which will be billed on a time and material basis:

	<u>Year-1</u>	<u>Year-2</u>	<u>Year-3</u>
Daily Straight Time Rate	\$84.54/hr	\$88.86/hr	\$93.40/hr
Daily Overtime Rate	\$111.22/hr	\$116.90/hr	\$122.87/hr
Saturday Overtime Rate	\$111.22/hr	\$116.90/hr	\$122.87/hr
Sunday/Holiday Overtime Rate	\$140.11/hr	\$147.26/hr	\$154.79/hr

- 3) **Parts, Materials & Components Reimbursement:** JBT is willing to source, evaluate, purchase and inspect parts, materials and components for the City of Long Beach at the amount of the item *plus 15% mark-up*. JBT will submit to the City's designated representative a monthly statement of all purchased items with in the period to be reviewed and approved prior to submittal to JBT's accounting department for processing the final invoice for payment.
- 4) **Freight Note:** Freight, if applicable, will be invoiced at actual at the end of the month upon completion of the task.
- 5) **Tax Note:** The Buyer is responsible for payment to the Seller of any sales/use or other similar type taxes imposed on this sale.

Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

Because of possible changes and variations in the completion of the contract, the actual tax will be calculated pursuant to applicable state law and assessed upon completion of this project unless state law requires the tax to be collected on a periodic basis.

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC 4288855
 - B. Name of Insurer (NOT Broker): New Hampshire Insurance Co
 - C. Address of Insurer: 300 S Riverside Plaza, Suite 2100; Chicago, IL 60606
 - D. Telephone Number of Insurer: (312) 930-2575

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): N/A
 - B. Automobile Liability Insurance Policy Number: CA0936278
 - C. Name of Insurer (NOT Broker): New Hampshire Insurance Co
 - D. Address of Insurer: 300 S Riverside Plaza, Suite 2100; Chicago, IL 60606
 - E. Telephone Number of Insurer: (312) 930-2575

- 3) Address of Property used to house workers on this Contract, if any: N/A

- 4) Estimated total number of workers to be employed on this Contract: Two (2)
- 5) Estimated total wages to be paid those workers: Estimated \$171,662/year (total)
- 6) Dates (or schedule) when those wages will be paid: every other week

(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: None at this time

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors: NONE