

1 shown in Exhibit "B". Consultant shall specifically furnish specialized services on
2 as-needed basis more particularly described in individual scopes of work to be
3 prepared by City staff and delivered to Consultant respecting discreet projects to be
4 completed hereunder (each, a "Project"). Consultant's Designated Employee (as
5 defined in Section 3.B) shall negotiate with City's representative (as defined in
6 Exhibit "C") in order to determine specific terms applicable to each Project. Upon
7 successful negotiation of the terms of each Project to be completed hereunder,
8 Consultant's Designated Employee shall approve of such terms in writing, and
9 subsequently move forward with each Project only after written direction to do so
10 from City's representative.

11 B. The City's obligation to pay the sum stated above for any one
12 fiscal year shall be contingent upon the City Council of the City appropriating the
13 necessary funds for such payment by the City in each fiscal year during the term of
14 this Agreement. For the purposes of this Section, a fiscal year commences on
15 October 1 of the year and continues through September 30 of the following year. In
16 the event that the City Council of the City fails to appropriate the necessary funds
17 for any fiscal year, then, and in that event, the Agreement will terminate at no
18 additional cost or obligation to the City.

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

23 D. Consultant has requested to receive regular payments. City
24 shall pay Consultant in due course of payments following receipt from Consultant
25 and approval by City of invoices showing the services or task performed, the time
26 expended (if billing is hourly), and the name of the Project. Consultant shall certify
27 on the invoices that Consultant has performed the services in full conformance with
28 this Agreement and is entitled to receive payment. Each invoice shall be

1 assist City's representative in making presentations and in holding meetings on the
2 Project. City shall furnish to Consultant information or materials, if any, described
3 in Exhibit "D" attached to this Agreement and incorporated by this reference, and
4 shall perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City
6 for entering this Agreement was and is the reputation and skill of Consultant's key
7 employee, Jaydeep Pendse. City shall have the right to approve any person
8 proposed by Consultant to replace that key employee.

9 4. INDEPENDENT CONTRACTOR. In performing its services,
10 Consultant is and shall act as an independent contractor and not an employee,
11 representative, or agent of City. Consultant shall have control of Consultant's work and
12 the manner in which it is performed. Consultant shall be free to contract for similar services
13 to be performed for others during this Agreement provided, however, that Consultant acts
14 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
15 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,
16 b) City will not secure workers' compensation or pay unemployment insurance to, for or on
17 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
18 usual and customary rights, benefits or privileges of City employees. Consultant expressly
19 warrants that neither Consultant nor any of Consultant's employees or agents shall
20 represent themselves to be employees or agents of City.

21 5. INSURANCE.

22 A. As a condition precedent to the effectiveness of this
23 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
24 duration of this Agreement, from insurance companies that are admitted to write
25 insurance in California and have ratings of or equivalent to A:V by A.M. Best
26 Company or from authorized non-admitted insurance companies subject to Section
27 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
28 by A.M. Best Company the following insurance:

1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
3 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
4 coverage shall include but not be limited to broad form contractual liability,
5 cross liability, independent contractors liability, and products and completed
6 operations liability. The City, its boards and commissions, and their officials,
7 employees and agents shall be named as additional insureds by
8 endorsement (on City's endorsement form or on an endorsement equivalent
9 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
11 and this insurance shall contain no special limitations on the scope of
12 protection given to the City, its boards and commissions, and their officials,
13 employees and agents. This policy shall be endorsed to state that the
14 insurer waives its right of subrogation against City, its boards and
15 commissions, and their officials, employees and agents.

16 (b) Workers' Compensation insurance as required by the California
17 Labor Code and employer's liability insurance in an amount not less than
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives
19 its right of subrogation against City, its boards and commissions, and their
20 officials, employees and agents.

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

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

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy
2 or policies not contained retention or deductible provisions.

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

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

17 E. Consultant shall require that all subconsultants or contractors
18 which Consultant uses in the performance of these services maintain insurance in
19 compliance with this Section unless otherwise agreed in writing by City's Risk
20 Manager or designee.

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

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 hours.

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

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

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

26 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
27 certifies that, at the time Consultant executes this Agreement and for its duration,
28 Consultant does not and will not perform services for any other client which would create

1 a conflict, whether monetary or otherwise, as between the interests of City and the interests
2 of that other client. And, Consultant shall obtain similar certifications from Consultant's
3 employees, subconsultants and contractors.

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

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

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

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

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

15 13. ADDITIONAL COSTS AND REDESIGN.

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

22 B. If the Project involves construction and the scope of work
23 requires Consultant to prepare plans and specifications with an estimate of the cost
24 of construction, then Consultant may be required to modify the plans and
25 specifications, any construction documents relating to the plans and specifications,
26 and Consultant's estimate, at no cost to City, when the lowest bid for construction
27 received by City exceeds by more than ten percent (10%) Consultant's estimate.
28 This modification shall be submitted in a timely fashion to allow City to receive new

1 bids within four (4) months after the date on which the original plans and
2 specifications were submitted by Consultant.

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

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

17 16. PREVAILING WAGES.

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

24 B. In all bid specifications, contracts and subcontracts for any
25 such Public Work, Consultant shall obtain the general prevailing rate of per diem
26 wages and the general prevailing rate for holiday and overtime work in this locality
27 for each craft, classification or type of worker needed to perform the Public Work,
28 and shall include such rates in the bid specifications, contract or subcontract. Such

1 bid specifications, contract or subcontract must contain the following provision: "It
2 shall be mandatory for the contractor to pay not less than the said prevailing rate of
3 wages to all workers employed by the contractor in the execution of this contract.
4 The contractor expressly agrees to comply with the penalty provisions of California
5 Labor Code section 1775 and the payroll record keeping requirements of California
6 Labor Code section 1771."

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

10 18. INDEMNITY.

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

26 B. In addition to Consultant's duty to indemnify, Consultant shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of Consultant shall be required for the duty to defend
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
6 in the defense.

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

12 D. To the extent this Agreement is a professional service
13 agreement for work or services performed by a design professional (architect,
14 landscape architect, professional engineer or professional land surveyor), the
15 provisions of this Section regarding Consultant's duty to defend and indemnify shall
16 be limited as provided in California Civil Code Section 2782.8, and shall apply only
17 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
18 willful misconduct of the Consultant.

19 E. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

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

23 20. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Consultant shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
28 disability. Consultant shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions
2 shall include, but not be limited to, the following: employment, upgrading, demotion
3 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
4 or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

15 22. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to Consultant at the address first stated above, and to the City
18 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
19 copy to the City Engineer at the same address. Notice of change of address shall be given
20 in the same manner as stated for other notices. Notice shall be deemed given on the date
21 deposited in the mail or on the date personal delivery is made, whichever occurs first.

22 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

1 C. Consultant warrants that the Data does not violate or infringe
2 any patent, copyright, trade secret or other proprietary right of any other party.
3 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
4 and employees harmless from any and all claims, demands, damages, loss, liability,
5 causes of action, costs or expenses (including reasonable attorneys' fees) whether
6 or not reduced to judgment, arising from any breach or alleged breach of this
7 warranty.

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

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

21 26. CONTINUATION. Termination or expiration of this Agreement shall
22 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
23 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

24 27. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Consultant on Form 1099-
26 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
27 resulting from payments under this Agreement. Consultant shall submit Consultant's
28 Employer Identification Number (EIN), or Consultant's Social Security Number if

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

1 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
2 Financial Management. Consultant acknowledges and agrees that City has no obligation
3 to pay Consultant until Consultant provides one of these numbers.

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

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

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

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

ARCADIS U.S., INC., a Delaware corporation

11/20, 2015

By [Signature]
Name Bruce P. Kistley
Title Sr. Vice President

11/20, 2015

By [Signature]
Name Kristie Mumpsey
Title Vice President, Controller

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Dec. 17, 2015

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 901 OF THE CITY CHARTER.

Assistant City Manager

"City"

This Agreement is approved as to form on December 8, 2015.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Exhibit A

Request for Qualifications

AP130-030

&

Task Order 003



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

RFQ AP 13-030

TASK ORDER 003

ATTACHMENT A

GENERAL

The City of Long Beach, Long Beach Airport (Airport) is selectively soliciting general project proposals to retain the professional services of an Airport Consultant with expertise in Design-Build Construction Management (CM), inspection, and Quality Assurance (QA) services during construction on an as needed basis.

PROJECT DESCRIPTION AND TASK OVERVIEW

The Phase II Improvements to the Terminal Area RFP No. AP 15-047 will focus on increasing customer service and the safe movement of vehicular and pedestrian traffic through the Terminal Area. The Project will include enhancements to the existing (Lot A) parking garage; new rental car facilities including a customer service building, surface parking lot, and a quick turnaround support facility; a new ground transportation center, including valet and skycap stands as well as surface vehicular parking for valet; terminal area roadway, signage, and traffic signal improvements; historic terminal renovation including HVAC and electrical upgrades; baggage claim area improvements; various landscape improvements, photovoltaic (solar) panel installations, and other miscellaneous enhancements. Additional project detail and estimated phase durations/cost are listed below.

The selected consultant shall be responsible for providing a management system that ensures quality of work, materials, and services for the Phase II Improvements to the Terminal Area. The selected consultant will be also be charged with helping to identify innovative and creative approaches to this multi-phase project with the primary goal of containing costs. The selected consultant will represent the City and will have overall responsibility for reporting on the acceptability and quality of the work. Additionally, the selected consultant, on behalf of the City, shall monitor construction in the field to ensure the construction is per the Plans and Specifications.

Key personnel will be critical to the successful delivery for this project. The core team shall include but is not limited to a Construction Manager, Field Inspector, and an Office Engineer. The Construction Manager must be a licensed Civil Engineer in the State of California. In addition, the various work performed by the consultant shall be performed by, or, where appropriate, under the direction of, personnel possessing the appropriate State of California professional licenses or other certifications (civil engineer, land surveyor, deputy inspector, etc.) required or desirable for the various disciplines necessary for the successful completion of the project. Support staff shall be included as required.



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

Past experience in performing similar services, especially for design-build construction projects, will be a heavily weighted factor in the selection process. Quality of performance on previous construction contracts, ability to meet schedules and budgets, ability to communicate well with construction personnel, City staff, Airport tenants and regulatory agency staff will be some of the attributes and factors considered.

The City desires to enter into a contract to provide construction management services for multiple phases of the Design-Build Phase II Improvements to the Terminal Area. The contract will have an estimated duration of five (5) years with amendments executed as each phase progresses from preconstruction to construction. **The initial Contract award is anticipated to include Phases 0 and 1.** Contract amendment durations will be intended to mirror that of the Design-Build Contract. Contract amendments will be executed contingent upon available funding, at the sole discretion of the City. Construction Phase(s) may commence prior to, and concurrent with, completion of the Preconstruction Phase.



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Fax 562.570.2601
www.lgb.org

OBJECTIVE: The selected Construction Management firm will work with the Design-Builder, the Airport, and other stakeholders to provide the following services for Phase II of the Improvements to the Terminal Area. Below is a comprehensive but not exclusive list of tasks required for successful CM, inspection, and QA services for this contract.

1. Construction Management

Preconstruction Phase (approximately 42 months)

- A. Review the design, contractor estimating and scheduling work completed to date (related to both infrastructure and buildings) and provide an assessment of:
 - 1. The scope and adequacy of studies provided (survey, geotechnical, environmental, utility, etc.)
 - 2. Whether governmental and site-related requirements are being adequately addressed
 - 3. Whether the current schedule (both pre-construction and construction) is realistic, and where it can be compressed
 - 4. The extent to which green/sustainable considerations are being adequately addressed
- B. Attend design meetings as needed and assist in development of project plans (buildings, infrastructure and open spaces) and specifications and make recommendations for modifications of plans and specifications that will enhance the design, constructability, value, and cost/time efficiency of the development.
- C. Review and advise on the life cycle cost of proposed materials or methods with regard to initial cost, maintenance cost, durability, and replacement cost.
- D. Review the architectural models, (schematic) design, and contract documents at all stages for accuracy, completeness, consistency, constructability, and compliance with the project program and codes.
- E. Analyze the Design-Builder's schedule for construction and advise on completeness and coordination with the project schedule.
- F. Analyze the Design-Builder's cost estimates for completeness and accuracy, and participate in value engineering.
- G. Analyze and prepare recommendations regarding subcontractor bids, coverage, pricing, and coordination.



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- H. Assist in finalizing the contract with the Design-Builder.
- I. Assist the City in any stakeholder or public information/outreach meetings.
- J. Assist the City in obtaining all necessary items, including any required environmental documents, prior to issuance of the Notice to Proceed.
- K. Perform a review of all contract documents, including but not limited to drawings, specifications, addenda, and bid documents, to ensure a complete understanding prior to the start of construction, and as required to efficiently perform the tasks described in this scope.

Construction Phases (estimated 5 years)

- A. Review and advise on revisions or upgrades during the course of construction with respect to cost, schedule, and design intent and make recommendations to the City whether or not to include proposed revisions or upgrades.
- B. Monitor the work of design consultants in the administration of the plans and specifications.
- C. Review and advise on requests for Additional Services. Review and advise submittals by the design team. At the City's request, represent the City in negotiations with members of the design team regarding Additional Services requests.
- D. Monitor testing and inspection activities:
 - 1. Monitor LBDDS, Lbfd, LBPW, LBHHS and other inspections scheduled by the Design-Builder and assist in resolution of any issues.
 - 2. Provide and monitor special inspections testing, review inspection reports and test results, and assist in resolution of any issues.
 - 3. Review other field/inspection reports and assist in resolution of any issues.
- E. Assist as necessary in coordinating temporary and permanent relocation and installation and hook-up of all utilities as required.
 - 1. Prime power and gas;
 - 2. Telephone services;
 - 3. Domestic water and fire sprinkler services;
- F. Monitor the Design-Builder's submittals, requests for information (RFIs), and



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other Design-Builder and architect correspondence.

- G. Perform on-site monitoring of construction work with respect to quality, schedule, and design intent.
- H. Attend regularly scheduled construction site meetings and other meetings as required by the City. Monitor action items, and advise the City on items requiring action or response by the City. Ensure that Design-Builder maintains complete and accurate written notes of said meetings, and make these available to the City upon request.
- I. Assist the City in reporting and documentation requirements including, but not necessarily limited to, the following:
 - 1. Design-Builder's monthly Application for Payment
 - 2. Updated construction schedules
 - 3. Contract Documents
 - 4. Change Orders
- J. Record any work that in the Construction Manager's opinion:
 - 1. Is not in conformance with the Design-Builder Documents
 - 2. Might result in a claim for a change in Contract Sum or Contract Time
- K. Review all Change Order requests from the Design-Builder, advise the City on the validity of proposed changes and their impact on schedule and/or cost, and at the City's request, represent the City in negotiations. Maintain a monthly log of pending and approved Change Order including cost and time impact.
- L. Assist in coordination of punch list inspection and Construction Close Out:
 - 1. Review and advise on items to be completed or corrected with the issuance of a Certificate of Substantial Completion (punch lists).
 - 2. Assist, review and advise on completion and issuance of As-Builts and Warranties.
 - 3. Prepare 20-year Capital Needs Assessment & Replacement Reserve life/cycle analysis prior to completion.
 - 4. File the Notice of Completion and other close out documents.



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2. Inspection

- A. Provide field inspections of work in progress to ensure compliance with plans and specifications.
- B. Follow federal and City requirements and procedures and filing system for federally funded projects.
- C. Take digital photos of each construction phase throughout the duration of a project.
- D. Serve as inspector of record (create redline on as-built drawings) for work inspected.
- E. Track material quantities.
- F. Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- G. Coordinate inspections with utility companies as necessary.
- H. Coordinate special testing and inspection work as required.
- I. Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- J. Verify prevailing wages and payroll information.

3. Quality Assurance services

- A. Develop, submit, and implement a communication/distribution plan and a Quality Assurance Project Plan (QAPP) plan. The QAPP shall cover:
 - 1. Project planning & management
 - 2. Data generation & acquisition
 - 3. Assessment & oversight
 - 4. Data validation & Agency acceptance
 - 5. Independent assurance
 - 6. Dispute resolution
 - 7. Personnel qualifications
 - 8. Laboratory qualifications/certifications
- B. Review relevant material submittals with signed summary reports by a licensed civil or geotechnical engineer.
- C. Perform laboratory and materials testing for relevant materials brought on site with signed summary reports by a licensed geotechnical engineer.
- D. Perform in field testing as required with official results within 24 hours. Official summary sheets to be delivered within 48 hours.
- E. Attend weekly construction meetings as needed.
- F. Provide all QA close out documents.



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Phase II Improvements to the Terminal Area (Design-Build)

PHASE	DESCRIPTION	DURATION (MOS.)	BUDGETARY DESIGN & CONSTR. COST
0	Design-Builder selection and Negotiations / Preconstruction / Design / Permits	42	\$3,300,000
1	Existing Garage (Lot A) Improvements: Improvements include a 2-car elevator tower, a new northwest stairwell, a new southwest stairwell, reconfiguration of the internal parking layout, reconfiguration of the vehicle exit lanes, sidewalk improvements, re-painting the garage exterior, adjacent roadway improvements, and other miscellaneous architectural modifications.	24	\$4,000,000
2	Rental Car Facility – Customer Service Building (CSB)		
	CSB: Includes construction of a 7,110 square foot LEED certified rental car customer service building.	24	\$1,100,000
	Surface Parking Lot: Includes construction of a new 136,000 square foot surface parking lot, security fencing, and removal of the existing 2,880 square foot trailer building.		\$2,700,000
3	Ground Transportation Center: Includes construction of a ground transportation center (GTC), including a new valet stand, surface vehicular parking for valet, new skycap stands, and facilities for taxis, shuttles, busses, and bicycles. Phase	24	\$3,400,000



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	3 will also focus on improving pedestrian safety with improvements to existing signage and installation of new traffic signals		
4	<p>Rental Car Quick Turnaround Facility:</p> <p>Includes construction of a new 6,000 square foot rental car quick turnaround (QTA) facility and approximately 100,000 square feet of associated site work. The QTA will include six (6) maintenance bays, a six-position fuel island, approximately 12,000-gallon fuel storage capacity, and a common use car wash.</p>	18	\$3,100,000
5	<p>Terminal Renovation</p> <p>Includes renovation and retrocommissioning of the historic Terminal building, including window repairs, lighting improvements, electrical improvements, restroom upgrades, HVAC upgrades, building envelope enhancements, and other miscellaneous repairs and improvements.</p>	24	\$4,200,000
l. 6	<p>Baggage Claim Area Improvements:</p> <p>Includes construction of improvements to the baggage claim areas, including a new 300 square foot multi-purpose room, 850 square feet of new public (non-secure) restrooms, a new 825 square foot baggage service office and new canopies for passenger protection from inclement weather. Phase 6 may include the decommissioning of Claim Unit 1 (235-linear feet), Claim Unit 2 (220-linear feet), or both, and the construction of approximately 459 linear feet of new baggage claim unit(s).</p>	12	\$1,700,000
Total Estimated Design-Build Duration and Budgetary Cost		60	\$23,500,000



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City of Long Beach
 Request for Qualifications Number AP 13-030
 For
 Architectural, Engineering, Planning, Construction Management,
 and Specialized Professional Consultant Services
 For Various On-Call Projects

At
 The Long Beach Airport

Release Date: May 20, 2013

Due Date: June 26, 2013 at 11:00 am

For additional information, please contact:
 Erik Sund, Purchasing, 562-570-6663

This RFQ is available in an alternative format by calling 562-570-6200

See Page 12, for instructions on submitting qualifications.

Services Offered: Architectural Engineering Planning
 Construction Management Other: _____

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____



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Appendix A	5-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM
Appendix B	FAA - DESIGN AND ENGINEERING STANDARDS
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Appendix H	PASSENGER EXPERIENCE PROGRAM



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The City will not be held responsible for qualifications envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone qualifications will NOT be considered unless otherwise authorized; however, qualifications may be modified by fax or written notice provided such notice is received prior to the opening of the qualifications.

1. OVERVIEW OF SERVICES

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

The City of Long Beach ("City"), sponsor for the Long Beach Airport ("Airport"), invites Consultants to submit Statements of Qualifications (SOQ) for Architectural, Engineering, Planning, Construction Management, and Specialized Professional Consultant services for various on-call projects. The City desires to enter into multiple on-call agreements to develop a comprehensive roster of available Consultants. The on-call agreements will be for a period of two (2) years with two, one (1) year renewal options. Awarded Consultants will be assigned tasks for various projects at the sole discretion of the Airport. For projects funded under Federal grant programs, the Airport will issue subsequent requests for general project proposals to a select number of Awarded Consultants.

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the Consultant. These specialized professional services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the City to implement one or more phases of a project or may be employed by the Principal Consultant via a subcontract agreement. In certain instances, the Consultant may perform these services. Some examples of specialized professional services that might be employed for airport projects include, but are not limited to, the following:

Feasibility Studies	Resident Engineer	Grant Applications
Geotechnical Engineering	Construction Inspection	Community Outreach
Soil Investigations / Analysis	Special Inspections	Record Drawings
Laboratory Tests / Analysis	Mill / Shop / Laboratory Inspection	ALP Updates
Environmental Studies / Analysis	Quality Control Plans	Safety Plans
Land Surveys	Field / Construction Surveys	Final Reports
Photogrammetry Surveys	Property maps	Expert Witness
Financial Planning	Cost Estimation	PFC Analysis
Labor Compliance	Pavement Management Surveys	Benefit / Cost Analysis



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2. ACRONYMS/DEFINITIONS

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

<i>Architectural/ Engineering Services</i>	Professional services of an architectural or engineering nature, required to be performed or approved by a person licensed, registered, or certified to provide such services associated with research, planning, development, design, construction, alteration, or repair of real property; and other professional or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual design, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
<i>Awarded Consultants</i>	The organizations/individuals that are awarded and have an approved contract with the City of Long Beach, California for the services identified in this RFQ.
<i>City</i>	The City of Long Beach and any department or agency identified herein.
<i>Consultant</i>	Organization/individual submitting qualifications in response to this RFQ. A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in this RFQ, employed by the Airport to undertake work funded, wholly or in part, under the FAA airport grant assistance program.
<i>Division</i>	Long Beach Airport, Engineering Division
<i>Engineer</i>	The Airport Engineer of the City of Long Beach and designated representatives
<i>Evaluation Committee</i>	An independent committee comprised solely of representatives of the City established to review qualifications submitted in response to this RFQ, score the SOQ, score interview presentations, and select Consultant(s).
<i>FAA</i>	Federal Aviation Administration
<i>Fee</i>	Compensation paid to the Consultant for professional services rendered.
<i>Fixed Fee</i>	A percentage rate applied to all estimated costs, including overhead, to determine payment for profit, willingness to serve, and assumption of responsibility.
<i>May</i>	Indicates something that is not mandatory but permissible.



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- PFC** Passenger Facility Charge. A passenger facility fee imposed by a public agency on passengers enplaned at a commercial service airport it controls for purposes of financing airport planning, land acquisition, development, or other approved projects.
- Planning Services** Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.
- Primary Engineer / Principal Consultant** A firm that is held responsible for the overall performance of the professional service, including that which is accomplished by others under separate or special service subcontracts.
- RFQ** Request for Qualifications.
- Shall / Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of the SOQ as non-responsive.
- Should** Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or evaluate the SOQ without the information.
- SOQ** Statement of Qualifications submitted in response to this RFQ.
- Sponsor** A public agency or private owner of a public-use airport that submits to the FAA an application for financial assistance for the airport (49 USC § 47102(19)). The City of Long Beach – Airport Department is the Sponsor for the Long Beach Airport.
- Subcontractor** Third party not directly employed by the Consultant who will provide services identified in this RFQ.



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3. SCOPE OF SERVICES

Background

The Airport is a department of the City. The slot-regulated Airport is centered between the major business and tourism areas of Orange and Los Angeles Counties. The Airport presently covers 1,166 acres and has five runways, the longest being 10,000 feet.

The Airport is an important part of the community. Over the years, the Airport has played a major role in the development of the City and continues to serve as an economic engine for the region. The City wishes to maintain the historical look and feel of the Airport while providing an enjoyable experience to passengers, employees, and visitors with a focus on sustainability, safety, and security.

The Airport's primary air service area consists of Los Angeles and Orange counties. The Airport currently serves approximately 3.2 million passengers annually. The Airport has been in operation since the early 1920's. The present Long Beach Airport terminal building ("Terminal") was constructed in 1941 and was declared a local historic landmark in 1990.

As part of the recently completed Airport Modernization Program, the temporary boarding lounges located directly behind the Terminal were replaced by a 34,750 square-foot passenger concourse ("Concourse") and an 8,940 square-foot passenger security-screening checkpoint ("SSCP"). The Concourse and SSCP will be certified under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program. The Concourse was designed to accommodate a rooftop solar powered electric generation array, anticipated to offset 13 percent of the Concourse power demand. For more information about the City and the Airport, you may visit the City's web site at www.longbeach.gov and the Airport's web site at www.lgb.org.

Scope

- 3.1 **General.** The City desires to engage the services of professional consulting firms to provide all aspects of Architectural, Engineering, Planning, Construction Management, and Specialized Professional Consultant services for various on-call projects at the Airport. Potential projects include, but are not limited to, those contained in the Airport's Capital Improvement Plan (ACIP) provided in Appendix A, possible airfield geometry reconfiguration projects provided in Appendix G, and the Airport's Passenger Experience Program (PEP) provided in Appendix H. The ACIP was submitted to the FAA December 28, 2012 and revised May 1, 2013. Appendix G contains projects that may become eligible for discretionary AIP funding as a result of the Airport's ongoing airfield geometry study. The work funded under Federal grant programs, are expected to be accomplished during the course of several grant projects.
- 3.2 **Basic Services.** There are two predominant categories of Consultant services that are utilized for projects conducted under airport grant programs. The first category involves planning services. The second involves Architectural / Engineering (AE) services for the design and construction administration / inspection of airport projects. These two categories of basic services are discussed below.



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- 3.2.1 **Aviation planning services.** This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:
- a. Design study to establish the framework and detailed work program.
 - b. Airport data collection and facility inventories.
 - c. Aeronautical activity forecasts and demand / capacity analyses.
 - d. Facility requirements determination.
 - e. Airfield modeling for capacity and delay.
 - f. Airport layout and terminal area plan development.
 - g. Airport noise studies under 14 CFR parts 150 and 161.
 - h. Compatible land-use planning in the vicinity of airports.
 - i. Airport site selection studies.
 - j. Airport development schedules and cost estimates.
 - k. Airport financial planning and benefit cost analysis.
 - l. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
 - m. Environmental assessments (EA), environmental impact statements (EIS), Categorical Exclusions (Extraordinary Circumstances submissions), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
 - n. Airspace analysis.
- 3.2.2 **Architectural / Engineering services for airport development projects.** This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in section 3-3. The basic services are usually conducted in, but are not limited to, the four distinct and sequential phases summarized below:



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- a. **Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
1. Conferring with the City on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 2. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
 3. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
- b. **Design Phase.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:
1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
 3. Preparing necessary engineering reports and recommendations.
 4. Preparing detailed plans, specifications, cost estimates, design schedules, and construction schedules.
 5. Preparing construction safety plans.
 6. Preparing construction phasing plans.
 7. Printing and providing necessary copies of engineering drawings and contract specifications.
- c. **Bidding and Negotiation Phase.** These activities are sometimes considered part of the construction phase. They involve assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.



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- d. **Construction Phase.** This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:
1. Providing consultation and advice to the City during all phases of construction.
 2. Representing the City at preconstruction conferences.
 4. Inspecting work in progress periodically and providing appropriate reports to the City.
 5. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept / drawings.
 6. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
 7. Preparing and negotiating change orders and supplemental agreements.
 8. Observing or reviewing performance tests required by specifications.
 9. Determining amounts owed to contractors and assisting the City in the preparation of payment requests for amounts reimbursable from grant projects and/or PFC projects.
 10. Making final inspections and submitting punch-lists and a report of the completed project to the City.
 11. Reviewing operations and maintenance manuals.



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- 3.3 **Special Services.** The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the Consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the City to implement one or more phases of a project or may be employed by the Principal Consultant via a subcontract agreement. In certain instances, the Consultant may perform these services. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:
- 3.3.1 Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
 - 3.3.2 Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 - 3.3.3 Land surveys and topographic maps.
 - 3.3.4 Field and/or construction surveys.
 - 3.3.5 Photogrammetry surveys.
 - 3.3.6 Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
 - 3.3.7 Special environmental studies and analyses.
 - 3.3.8 Solar project studies in accordance with the FAA *Technical Guidance for Evaluating Selected Solar Technologies on Airports*.
 - 3.3.9 Preparation and submission of the Notice of Intent (NOI) to comply with the State Water Resources Control Board General Permit.
 - 3.3.10 Expert witness testimony in litigation involving specific projects.
 - 3.3.11 Project feasibility studies.
 - 3.3.12 Public information and community involvement surveys, studies, and activities.
 - 3.3.13 Preparation of record drawings.
 - 3.3.14 Preparation and submission of the Notice of Termination (NOT) to the State Water Resources Control Board.



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- 3.3.15 Preparation and submission of the Notice of Completion to the Office of the Los Angeles County Recorder.
 - 3.3.16 Assisting the City in the preparation of necessary applications for local, State, and Federal grants.
 - 3.3.17 Preparation of or updating of the airport layout plan.
 - 3.3.18 Preparation of property maps.
 - 3.3.19 Construction management.
 - 3.3.20 Preparation of quality control plan.
 - 3.3.21 Preparation of final report.
- 3.4 **Division of Responsibility and Authority.** It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic consultant services is considered the primary engineer or principal consultant as defined above. As such, the principal consultant represents the City in coordinating and overseeing the work of other engineering / consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the City. The subsequent task order assignments shall clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.
- 3.5 All prospective Consultants are advised that this RFQ does not guarantee work, and that some of the services may not be required and the City reserves the right to initiate additional procurement action for any of the services included in this RFQ.



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4. **SUBMITTAL INSTRUCTIONS**

4.1 Mandatory pre-submittal conference

Date: June 5, 2013
Time: 10:00 am
Location: Long Beach Airport
Airport Information Center
Conference Room
4135 Donald Douglas Drive
Long Beach, CA 90808

Attendees are encouraged to park in one of the Airport parking structures. Parking will be validated upon request. Valet will NOT be validated. Following the pre-submittal conference, the Purchasing Division will accept questions in writing. Please submit all questions via email to RFPPurchasing@longbeach.gov by June 12, 2013 at 4:30 pm. Responses will be posted on the City's website: purchasing.longbeach.gov by June 19, 2013 at 4:30 pm. All Consultants are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier.

4.2 RFQ Timeline

TASK	DATE / TIME
Pre-Submittal Conference.....	June 5, 2013 at 10:30 am
Deadline for submitting questions.....	June 12, 2013 at 4:30 pm
Answers to all questions submitted available.....	June 19, 2013 at 4:30 pm
Deadline for submission of SOQ.....	June 26, 2013 at 11:00 am
Invitation for Interview Presentations.....	Week of July 1, 2013
Interview Presentations.....	Week of July 15, 2013
Selection of Consultant.....	July 2013

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



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- 4.3 Consultants shall submit one (1) original SOQ marked "ORIGINAL", five (5) identical copies marked "COPY", and one (1) electronic copy as follows:

City of Long Beach
Purchasing Division
Attn: Erik Sund
333 W. Ocean Blvd./7th Floor
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SOQ shall be clearly labeled in a sealed envelope or box as follows:

**RFQ-AP-13-030 Architectural, Engineering, Planning, Construction Management,
and Specialized Professional Consultant Services for Various On-Call Projects**

- 4.4 The SOQ must be received no later than **11:00 am local time, June 26, 2013**. SOQ's that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Consultants may submit their SOQ any time prior to the above stated deadline.
- 4.5 The SOQ should be presented in a format that corresponds to and references sections outlined in this RFQ and shall be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, the SOQ should be presented in the format described within this RFQ.
- 4.6 The SOQ is to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informative documents that are appropriately marked.
- 4.8 The SOQ must be signed by an individual(s) legally authorized to bind the Consultant.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the SOQ and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 **THE SOQ MUST NOT INCLUDE COST AND PRICING INFORMATION.** The City will request such information from selected Consultants prior to Contract award. **Inclusion of cost and pricing information will result in disqualification of the SOQ.**



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5. EVALUATION AND SELECTION PROCESS

- 5.1 SOQ shall be consistently evaluated based upon the following criteria:
- Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Expertise and availability of key personnel;
 - Conformance with the terms of this RFQ.
- 5.2 The SOQ shall be kept confidential until a contract is awarded.
- 5.3 The City may contact references provided in response to Section 8.3; contact any Consultant to clarify any portion of the SOQ; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of the SOQ; and seek and review any other information deemed pertinent to the evaluation process. Qualifications based procedures require that a contract for A/E services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price. The City will make an award, based on qualifications, in the best interests of the City of Long Beach and the Long Beach Airport.
- 5.4 The City reserves the right to request clarification of any SOQ term from prospective Consultants.
- 5.5 Selected Consultant(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFQ.
- 5.6 Any contract resulting from this RFQ shall not be effective unless and until approved by the City Council.
- 5.7 **Federal Procedures for Selection of Consultants.** The procedures included in Chapter 2 of FAA AC 150/5100-14D are hereby incorporated by reference into this RFQ. Should any conflict arise between this RFQ and FAA AC 150/5100-14D, the more stringent requirement shall take precedence.
- 5.8 **Selection Committee.** The Airport Director will appoint a selection committee to evaluate each SOQ. The selection committee will be comprised of Airport officials (management staff), licensed engineers, and other professionals qualified to evaluate the merits of one Consultant versus another.



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- 5.9 **SOQ Evaluation Criteria.** The criteria to be used in evaluating potential Consultants are listed below. Numerical rating factors have been assigned to each criterion on the basis of the City's priorities and conception of the importance of each factor in the attainment of a successful project.
- 5.9.1 Proven experience in all aspects of Airport Engineering and capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task. *(15 points)*
 - 5.9.2 Key personnel's professional qualifications, experience, and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures. *(15 points)*
 - 5.9.3 Demonstrated understanding of project implementation, potential problems and the City's special concerns. *(15 points)*
 - 5.9.4 Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns. *(10 points)*
 - 5.9.5 Current workload and demonstrated ability to meet scheduled deadlines. *(10 points)*
 - 5.9.6 Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. *(5 points)*
 - 5.9.7 Ability to furnish qualified inspectors for construction inspection. *(5 points)*
 - 5.9.8 Qualifications and experience of outside consultants (including key personnel, similar to 5.9.2) regularly engaged by the Consultant under consideration. *(5 points)*
 - 5.9.9 Degree of Interest shown in undertaking the project and familiarity with and proximity to the geographic location of the project. *(5 points)*
 - 5.9.10 Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient. *(5 points)*
 - 5.9.11 Evidence that the Consultant has made good faith efforts in meeting Disadvantaged Business Enterprise (DBE) goals (49 CFR, § 26.53). *(5 points)*
 - 5.9.12 Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. *(5 points)*
 - 5.9.13 **Total Possible SOQ Evaluation Score** *(100 Points)*



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- 5.10 **Pre-Selection Short List Procedure.** Members of the selection committee will rank prospective Consultants by their respective SOQ Evaluation Scores. The selection committee will convene to discuss and evaluate scoring, for purposes of developing pre-selection short lists of the top-ranked Consultants for basic and special services. Individual short lists will be based on the rankings, not individual scores, of the prospective firms and will be categorized by services offered.
- 5.11 **Interview Presentations.** Consultants from the short lists will be invited to present their general approach to providing professional services. The invitation notification will include the location, date, time, and parameters for the presentation and subsequent interview. Presenters must participate in the interview to a degree commensurate with their role in the firm's performance of the professional services offered.
- 5.11.1 **Basic Services.** Consultants from the basic services short list will be invited to present their **general approach** to achieving design excellence, while successfully controlling time and costs for one of the projects listed in the ACIP (See Appendix A). Short listed Consultants will be notified in writing of the project for which they are to prepare and present a general project proposal. **The general project proposal must NOT include cost or pricing information.** The general project proposal shall include the following:
- a. A detailed description of the proposed scope of services required for the identified project. *(5 points)*
 - b. Team members, other key personnel, previous experience, and the role they would fill on the project. Qualifications and time commitment of the project manager proposed for the project. *(15 points)*
 - c. Current workload of team members, key personnel, and project manager. *(15 points)*
 - d. Proposed project schedule, including major tasks and target completion dates. *(15 points)*
 - e. Technical approach – brief discussion of the tasks or steps the Consultant would take to accomplish the work described in the scope of services. *(20 points)*
 - f. Value engineering – brief discussion of the Consultant's capability, training, and experience to carry out value engineering studies. *(10 points)*
 - g. Communication / interpersonal skills, including responses to questions. *(20 points)*
 - h. **Total Possible Basic Services Interview Score** ***(100 Points)***



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- 5.11.2 **Special Services.** Consultants from the special services short list will be invited to present their capabilities to provide the specialized professional services offered. The presentation shall include the following:
- a. A detailed description of the specialized scope of services offered along with a typical project for which the services may benefit the City. (10 points)
 - b. Team members, other key personnel, previous experience, and the role they would fill providing the specialized services. Qualifications and time commitment of the proposed project manager. (20 points)
 - c. Current workload of team members, key personnel, and project manager. (20 points)
 - d. Technical approach – a brief discussion of the tasks or steps that the Consultant would take to accomplish the work described in the specialized scope of services. (25 points)
 - e. Communication / interpersonal skills, including responses to questions. (25 points)
 - f. **Total Possible Specialized Services Interview Score (100 Points)**
- 5.12 **Consultant Selection.** Members of the selection committee will rank prospective Consultants by their respective Interview Scores. The selection committee will convene to discuss and evaluate scoring, for purposes of determining the highest qualified Consultant(s) for basic and special services. The City may select zero (0), one (1), or multiple Consultants from each category of services offered. The Airport Director will submit the recommendation of the selection committee to the City Council for approval.
- 5.13 Following selection, prior to the start of contract negotiations, selected Consultants must submit to the City an initial cost proposal, required insurance certificates (including listed subcontractors), and the complete DBE list.



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6. SERVICES SPECIFICATIONS

- 6.1 **Project Scope Definition.** It is important for the City and Consultant to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during the RFQ process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services shall be developed between the City and Consultant prior to negotiating a project design fee. This may be accomplished in a scoping meeting with the Engineer or separate investigation or study to clearly define the extent of the project. The scoping meeting offers the opportunity for refinement, amendment, and complete definition of the services to be rendered.
- 6.2 The scope of service(s) must be sufficiently detailed so that the Consultant can make a reasonable fee estimate (see Advisory Circular 150/5100-14, Appendix F, "Consultant Services Fee / Costs Sample"). Although the scope of service(s) will vary from project to project (see Advisory Circular 150/5100-14, Appendix E, "Scope of Services Samples"), the following items are typical of those that should be considered in developing the scope of services:
- 6.2.1 Nature, extent, and character of the project, the location thereof, and time imitations.
 - 6.2.2 Delineation of responsibilities of the Consultant, the City, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
 - 6.2.3 List of meetings the Consultant is expected to attend.
 - 6.2.4 Design schedule.
 - 6.2.5 Special services required.
 - 6.2.6 Complexity of design.
 - 6.2.7 Safety and operational considerations.
 - 6.2.8 Environmental considerations.
 - 6.2.9 Survey and geotechnical testing requirements.
 - 6.2.10 Inspection services during construction.
 - 6.2.11 Delineation of the duties and responsibilities of the resident engineer / inspector.



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- 6.2.12 Preparation of a Quality Control / Quality Assurance Plan.
- 6.2.13 Quality Control / Quality Assurance during construction.
- 6.2.14 Preparation of forms, letters, documents, and reports.
- 6.2.15 Preparation of an Engineer's Design Report and Final Report.
- 6.2.16 Airport Layout Plan updates.
- 6.2.17 Property map preparation and updates.
- 6.2.18 Quality control during design.
- 6.2.19 Coordination with other consultants and agencies.
- 6.2.20 Deliverables.
- 6.2.21 Data and material furnished by the City.
- 6.2.22 Testing and commissioning requirements.
- 6.2.23 City / County requirements.
- 6.2.24 Number of bid packages.
- 6.2.25 Complexity of construction phasing to minimize impacts on airport operations.

7. WARRANTY / MAINTENANCE AND SERVICE

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



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8. COMPANY BACKGROUND AND REFERENCES

8.1 PRIMARY CONTRACTOR INFORMATION

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices. Identify corporate headquarters.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFQ.
- Company background/history and why Consultant is qualified to provide the services described in this RFQ.
- Length of time Consultant has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFQ.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does the SOQ include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Consultant must:

8.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.

8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the Consultant as primary consultant.



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8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.

8.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subcontractors used for this project. The contract resulting from this RFQ shall include a plan by which the City will be notified of such payments.

8.2.1.5 Primary consultant shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3 REFERENCES

Consultants should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

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

8.4 BUSINESS LICENSE

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



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9. **COST**

THE SOQ **MUST NOT** INCLUDE COST AND PRICING INFORMATION. Inclusion of cost and pricing information shall result in disqualification of the SOQ. The below is for informational purposes only and will be requested only from the selected successful Consultant(s).

- 9.1 The terms of agreement for services on an on-call basis vary widely. Upon selection of the successful Consultant(s) and prior to the start of contract negotiations, the City and Consultant shall meet to develop a general forecast scope of services for the term of the Contract. At that time, the Consultant(s) shall submit a proposed general fee and supporting cost breakdown. The proposed general fee will be used to establish the overall contract value.
- 9.2 Compensation for various assigned tasks may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the City. The Consultant shall provide supporting per diem and hourly rate cost breakdown information following selection, prior to contract award. The Consultant may provide per diem or hourly rates on an annual basis or blended rates for the initial term.
- 9.3 A detailed scope of services, proposed fee, and supporting cost breakdown will be requested by the City on a task order basis. Subsequent fee review and negotiations will be conducted in accordance with FAA AC 150/5100-14D.
- 9.4 The Consultant shall submit invoices accompanied by a detailed written narrative for each billing period professional services are provided. The narrative must provide a description of services provided during the billing period along with justification for the requested funds.
- 9.5 **Allowable Costs.** Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, Office of Management and Budget (OMB) Circular A-87, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. Chapter 4 of FAA AC 150/5100-14D contains examples of typical expenses allowable under the above regulations.
- 9.6 **Non-allowable Costs.** The expenses listed below are not allowable for reimbursement under an airport grant:
 - 9.6.1 Costs of amusement and social activities and incidental costs such as meals, lodging, rentals, transportation, and gratuities.
 - 9.6.2 Contributions and donations.



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9.6.3 Bad debts, including losses due to uncollectible customer's accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the Consultant.

9.6.4 Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

9.6.5 Interest on borrowed capital.

9.6.6 Bonus payment for early completion of work.

10. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

10.1 **Mandatory Federal Contract Provisions.** Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. For purposes of this section, the term "contract" includes subcontracts. The type of contract must be appropriate for the particular procurement. The provisions that pertain to consultant contracts, including the source of each requirement are listed in Table 10-1. Specific wording of Federal contract provisions is available on the FAA website at <http://www.faa.gov/airports/aip/procurement/>.

Table 10-1. Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 28
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding \$25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29

10.2 **Mandatory Federal Contract Provisions for Construction Contracts.** Consultants shall be familiar with all Federal contract provisions required to be incorporated into construction specifications, including, but not limited to, the following:

- Buy American Preferences - Title 49 U.S.C., Chapter 501
- Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - Title 49 CFR Part 21.
- Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123



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- Lobbying and Influencing Federal Employees - Title 49 CFR Part 20
- Access to Records and Reports - Title 49 CFR Part 18.36
- Disadvantaged Business Enterprise - Title 49 CFR Part 26
- Energy Conservation - Title 49 CFR Part 18.36
- Breach of Contract Terms - Title 49 CFR Part 18.36
- Rights to Inventions - Title 49 CFR Part 18.36
- Trade Restriction Clause - Title 49 CFR Part 30
- Veteran's Preference - Title 49 U.S.C 47112

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1 This contract will be for a period of two (2) years with two, one (1) year renewal options at the option of the City. The renewal option will be executed ONLY for continuation of a project initiated within the initial two years.
- 11.2 The City reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3 The City reserves the right to waive informalities and minor irregularities in SOQ received.
- 11.4 The City reserves the right to reject any or all SOQ received prior to contract award.
- 11.5 The City shall not consider price when evaluating SOQ, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Consultants.
- 11.7 The SOQ must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance / service agreements, license agreements, and lease purchase agreements. Consultants shall provide acknowledgement and acceptance of the full Pro Forma Agreement of the City of Long Beach on company letterhead as part of the SOQ. The omission of these documents may render the SOQ non-responsive.
- 11.8 Alterations, modifications or variations to the SOQ may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.9 Any SOQ, which appears unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10 The SOQ may be withdrawn by written, facsimile, or e-mail notice received prior to the deadline for submission of the SOQ.



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- 11.11 The information contained within the SOQ must be arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Consultant or prospective Consultant.
- 11.12 No attempt may be made at any time to induce any firm or person to refrain from submitting SOQ or to submit any intentionally misleading SOQ. All SOQ must be prepared in good faith and without collusion.
- 11.13 Services offered by Consultants in the SOQ are an irrevocable offer for the term of the contract and any contract extensions. The awarded Consultant agrees to provide the services at the costs, rates and fees as subsequently agreed to following selection, in accordance with section 9 of this RFQ. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their services.
- 11.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the SOQ or any other such expenses incurred by the Consultant in responding to the RFQ, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 11.15 The SOQ will become public record after the award of a contract unless the SOQ or specific parts thereof can be shown to be exempt by law. Each Consultant may clearly label all or part of the SOQ as "CONFIDENTIAL" or "PROPRIETARY" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 11.16 The SOQ submitted in response to this RFQ must identify any subcontractors, and outline the contractual relationship between the awarded Consultant and each subcontractor. An official of each proposed subcontractor must sign, and include, as part of the SOQ submitted in response to this RFQ, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Consultant's obligations.
- 11.17 The awarded Consultant will be the sole point of contract responsibility. The City will look solely to the awarded Consultant for the performance of all contractual obligations, which may result from an award based on this RFQ, and the awarded Consultant shall not be relieved for the non-performance of any or all subcontractors.
- 11.18 The awarded Consultant must maintain, for the duration of the contract, insurance coverage as required by the City. Work on the contract shall not begin until after the awarded Consultant has submitted acceptable evidence of the required insurance coverage.
- 11.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that



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might be perceived, or represented, as a conflict should be disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.

- 11.20 Each Consultant must include in the SOQ a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any SOQ. The City reserves the right to reject any SOQ based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 11.21 The City will not be liable for Federal, State, or Local excise taxes.
- 11.22 Execution of Attachment A of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, including, without limitation, the Attachment F contract form and all terms and conditions therein.
- 11.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded Consultant's SOQ, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFQ, any modifications and clarifications to the awarded Consultant's SOQ, and the awarded Consultant's SOQ. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24 Consultant understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the SOQ. Any Consultant misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the SOQ.
- 11.25 No announcement concerning the award of a contract as a result of this RFQ may be made without the prior written approval of the City.
- 11.26 Consultants are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Consultants shall refer to Attachment E for further information regarding the requirements of the ordinance.

All Consultants shall complete and return, with their SOQ, the Equal Benefits Ordinance Compliance form contained in Attachment F. Unless otherwise specified in the procurement package, Consultants do not need to submit with their SOQ supporting documentation



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proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the Consultant is selected for award of a contract.

12. DISADVANTAGED-, MINORITY- OR WOMEN-OWNED BUSINESS ENTERPRISES

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

The current DBE goal is 9.2% for Federal Aviation Administration (FAA) funded projects. Firms should include in the SOQ a list of subcontractors they intend to use to meet this goal. After the selection of successful Consultant(s), the required DBE list shall include the following information from each subcontractor:

- 12.1 Name, address and telephone number of the firm.
- 12.2 Type of work to be performed.
- 12.3 Dollar amount of work to be performed.
- 12.4 Number of years in business.
- 12.5 Annual gross receipts from the previous complete business year.



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Attachment B

Statement of Non-collusion

The qualifications is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

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

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

Authorized signature and date

Print Name & Title

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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Attachment C

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of qualifications, that:
 - o Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - o Have not within three (3) year period preceding this bid/agreement/qualifications had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - o Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - o Have not within a three (3) year period preceding this bid/agreement/qualifications had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/qualifications.

 Signature of Authorized Representative

 Title of Authorized Representative

 Business/Contractor/ Agency

 Date

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.epis.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/qualifications/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment D

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

Attachment D

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	-----------------------------------------------------------

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) >	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am willing for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

ATTACHMENT E

Equal Benefits Ordinance Compliance Form

[Disclosure and Compliance forms must be signed and dated]

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

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

Section 1. CONTRACTOR/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
 _____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

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

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

ATTACHMENT F

PRO-FORMA AGREEMENT

REPLACED BY AGREEMENT - REMOVED FOR CLARITY



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



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

May 23, 2014

RFQ No. AP13-030

Architectural, Engineering, Planning, Construction Management, and Specialized Professional Consultant Services for Various On-Call Projects at the Long Beach Airport

Notice to Selective Qualified Firms:

The City of Long Beach (City) and Long Beach Airport (Airport) hereby invites qualified firms to present a general approach to providing the professional services identified in Attachment A. The general project proposal for the scope of work described in Attachment A shall be prepared in accordance with Section 5.11.1 of Request for Qualifications (RFQ) AP 13-030. As a reminder, the general project proposal must **NOT** include cost or pricing information.

In accordance with Section 5.11 of the RFQ, your team is invited to present its proposal at an interview to be scheduled during the week of June 16, 2014. Prior to 06/11/2014, please contact Sharon Morrison at (562) 570-6195 to schedule. Interviews will be held at the Airport Information Center at 4135 Donald Douglas Drive, Long Beach.

Presentations will be limited to twenty (20) minutes and should include the proposed Project Manager, Pavement Evaluation Specialist, and other Key Staff Position(s) identified by the Consultant. Presenters must participate in the interview to a degree commensurate with their role in the firm's performance of the professional services offered. Presentation staff shall be limited to no more than six (6) individuals, including presentation technical assistants.

The presentation will be evaluated in accordance with Section 5.11 of the RFQ document. The presentation will be followed by a question and answer period with the Technical Evaluation Committee (TEC).

Five (5) hard copies and one (1) electronic copy of the general project proposal and presentation material shall be left with the TEC at the conclusion of the presentation. If you have any questions regarding the selection process please feel free to contact Jeff Sedlak, Senior Civil Engineer, at (562) 570-2623.

Exhibit "B"
Rates or Charges



LABOR RATE SCHEDULE FOR CONSTRUCTION MANAGEMENT SERVICES FOR - Long Beach Airport TO # 3
PRIME: ARCADIS

Staff Category	Name	Direct Rate 2015	Company O/H	Burdened Rate	Profit	3% Yearly Increases											
						Hourly Labor Cost 2015	Hourly Labor Rate 2015	Hourly Labor Cost 2016	Hourly Labor Rate 2016	Hourly Labor Cost 2017	Hourly Labor Rate 2017	Hourly Labor Cost 2018	Hourly Labor Rate 2018	Hourly Labor Cost 2019	Hourly Labor Rate 2019	Hourly Labor Cost 2020	Hourly Labor Rate 2020
Construction Manager	Ralph Taber	\$85.05	2.5886%	\$220.2	10%	\$85.1	\$242.18	\$85.1	\$242.2	\$87.6	\$249.4	\$90.2	\$256.9	\$92.9	\$264.6	\$95.7	\$272.6
Program Management																	
Design Management																	
Construction Management																	
Deputy Construction Manager	David Hittelman	\$64.59	2.5886%	\$167.2	10%	\$64.6	\$183.9	\$64.6	\$183.9	\$66.5	\$189.4	\$68.5	\$195.1	\$70.6	\$201.0	\$72.7	\$207.0
Design Management																	
Construction Management																	
Project Scheduler	Subhash Manal	\$60.21	2.5886%	\$155.9	10%	\$60.2	\$171.4	\$60.2	\$171.4	\$62.0	\$176.6	\$63.9	\$181.9	\$65.8	\$187.3	\$67.8	\$193.0
Field Inspector	Randall Slane	\$53.49	2.5886%	\$138.5	10%	\$53.5	\$152.3	\$53.5	\$152.3	\$55.1	\$156.9	\$56.7	\$161.0	\$58.4	\$166.4	\$60.2	\$171.4
ORAT/Comm. processes	Chro/Joshua	\$62.50	2.5886%	\$161.8	10%	\$62.5	\$178.0	\$62.5	\$178.0	\$64.4	\$183.3	\$66.3	\$188.8	\$68.3	\$194.5	\$70.3	\$200.3
Office Engineer		\$40.00	2.5886%	\$103.5	10%	\$40.00	\$113.9	\$40.00	\$113.9	\$41.2	\$117.3	\$42.4	\$120.8	\$43.7	\$124.5	\$45.0	\$128.2
Administrative Assistant		\$30.00	2.5886%	\$77.7	10%	\$30.00	\$85.4	\$30.00	\$85.42	\$30.90	\$87.99	\$31.83	\$90.6	\$32.78	\$93.34	\$33.77	\$86.15
		\$0.00		\$0.0	10%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Staff Category	Name	Direct Rate 2015	Company O/H	Burdened Rate	Profit	Hourly Labor Rate 2015	Hourly Labor Rate 2016	Hourly Labor Rate 2017	Hourly Labor Rate 2018	Hourly Labor Rate 2019	Hourly Labor Rate 2020
Deputy Inspection Services (Overtime to be paid time and half and double time for Sundays)	Peter Melody	\$55.00	2.42%	\$133.1	10%	\$55.00	\$146.4	\$150.8	\$155.3	\$160.0	\$164.8
				\$0.0	10%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.0	10%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Staff Category	Name	Direct Rate 2015	Company O/H	Burdened Rate	Profit	Hourly Labor Rate 2015	Hourly Labor Rate 2016	Hourly Labor Rate 2017	Hourly Labor Rate 2018	Hourly Labor Rate 2019	Hourly Labor Rate 2020
Material Testing	John Lara	\$50.00	2.50%	\$125.0	10%	\$50.00	\$137.5	\$141.6	\$145.9	\$150.2	\$154.8
				\$0.0	10%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.0	10%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PMCM services costs vs CIP program costs (5 Year Duration)

Dec 2015 - Nov 2018

Task	Total for Program	% of CIP
Program/ Design Management	\$ 505,646.39	2.15%
Construction Management	\$2,100,939.19	8.94%
Testing and Inspection	\$802,903.22	3.42%
Total Fees	\$ 3,409,488.80	14.51%

Task	3 YRS
Program/ Design Management	\$ 421,919.31
Construction Management	\$1,088,739.18
Testing and Inspection	\$490,585.66
Total Fees	\$ 2,001,244.15

Hours FTE's

25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

Phase 2, 3 and 4												Phase 3 - 6											
Year 3 (Dec-2017 - Nov 2018)												Year 4 (Dec 2018 - Nov 2019)											
Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	32	32	32	40	40	40	40	40	40	40	448	40	40	160	160	160	160	160	160	160	160	160	160
32	32	32	32	40	40	40	40	40	40	40	448	40	40	160	160	160	160	160	160	160	160	160	160
0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	120	160	160	160	160	160	160	160	160
8	8	8	8	16	8	8	8	8	8	8	104	8	8	8	8	16	8	8	8	8	8	16	16
160	160	160	160	160	160	160	160	160	160	160	1920	160	160	160	160	160	160	160	160	160	160	160	160
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64	64	64	64	0	0	0	0	0	0	0	256	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours Year 3												Total Hours Year 4											
96												96											
Total Labor Cost Year 3												Total Labor Cost Year 4											
\$5,662												\$8,922											
\$0												\$0											
\$5,662												\$8,922											
\$0												\$0											
\$30,689												\$118,573											
\$30,689												\$11,293											
\$0												\$107,280											
\$5,643												\$7,895											
\$108,955												\$112,224											
\$0												\$0											
\$0												\$0											
\$5,148												\$0											
\$0												\$0											
2824												3816											
\$163,106.75												\$247,614.12											
\$464,438.96												\$705,071.31											

2018												2019											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
56	56	56	56	40	40	40	40	40	40	40	40	40	40	40	40	80	120	120	112	112	96	96	80
Total Hours Year 3												Total Hours Year 4											
544												976											
Total Cost Year 3												Total Cost Year 4											
\$84,498												\$156,146											
\$0												\$0											
\$0												\$0											

2018												2019											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
56	56	56	40	40	40	40	40	40	40	40	40	40	40	40	40	80	72	72	40	40	40	40	40
Total Hours Year 3												Total Hours Year 4											
528												584											
0												0											
Total Cost Year 3												Total Cost Year 4											
\$77,021												\$87,746											
\$0												\$0											
\$0												\$0											

3896
\$625,959
Year 3
2.66%
% of CIP

3896
\$948,964
Year 4
4.04%
% of CIP

384	384	384	384	304	296	296	296	296	296	296	296	296	296	416	416	464	536	528	520	468	472	480	464
2.6	2.6	2.6	2.5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.8	2.8	3.1	3.6	3.5	3.5	3.3	3.1	3.2	3.1
296	296	296	296	304	296	296	296	296	296	296	296	296	296	416	416	464	536	528	520	468	472	480	464
2.6	2.6	2.6	2.5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.8	2.8	3.1	3.6	3.5	3.5	3.3	3.1	3.2	3.1

Phase 5 and 6

Year 5 (Dec 2019 - Nov 2020)

Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total Hours Year 5	Total Labor Cost Year 5	Total Compensation Year 5	Total labor cost	Total Compensation	Total Hours
8	8	8	8	8	8	8	8	8	8	8	8	96	\$9,190	\$26,167	\$54,234	\$154,430	608.00
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0			
3	3	3	3	3	3	3	3	3	3	3	3	36	\$9,190	\$26,167	\$328,035	\$928,066	4,744.00
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0			
160	160	80	80	40	40	40	40	16	16	16	8	688	\$50,597	\$144,072			
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0			
160	160	80	80	40	40	40	40	16	16	16	0	688	\$50,015	\$142,416	\$36,354	\$103,919	568.00
8	8	8	8	8	16	16	8	0	0	0	0	80	\$5,421	\$16,560	\$488,706	\$1,325,586	8,200.00
0	0	0	0	0	0	0	0	0	0	0	0	1200	\$72,244	\$205,712	\$0	\$0	-
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	-
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$34,511	\$96,241	1,088.00
0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	-
336	336	256	256	216	224	224	136	24	24	48	24	2072	\$137,452	\$392,511.79		\$2,608,242	15,208.00

2020

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total Hours Year 5	Total Compensation Year 5	Total		
															Year 5	Year 5
80	80	80	40	0	0	0	0	0	0	0	0	280	\$46,140	\$466,462	3,000.00	
													\$0	\$0	-	
														\$466,481.82	\$0	-

2020

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total Hours Year 5	Total Compensation Year 5	Total		
															Year 5	Year 5
40	40	40	24	0	0	0	0	0	0	0	0	144	\$22,285	\$336,421	2,320.00	
														\$0	\$0	-
														\$336,421.39	\$0	-

2408

456	456	376	320	216	224	224	136	24	24	48	24	2072	137,452	392,511.79	466,481.82	2,608,242	15,208.00
3.0	3.0	2.5	2.1	1.4	1.5	1.5	0.9										

Total Hours = 20,528.00
 Total Years = 11.04
 Avg No of FTE for 5 Year = 2.21 FTE

\$460,937
 Year 5
 1.96%
 % of CIP

Exhibit “C”

City’s Representative:

Stephan Lum, P.E.

Civil Engineer

EXHIBIT "D"

Materials/Information Furnished: None