

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of April 2, 2014, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 1, 2014, by and between HATCH MOTT MACDONALD, LLC, a Delaware limited liability company ("Consultant"), with a place of business at 111 Wood Avenue S, Iselin, New Jersey 08830-4112, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with construction management services related to natural gas pipeline relocations for the Gerald Desmond Bridge Replacement Project ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Thirty Thousand Dollars (\$130,000), at the rates or charges shown in Exhibit "B".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 April 15, 2014, and shall terminate at 11:59 p.m. on December 31, 2014, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

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1 representative, if any, named in Exhibit "C", attached to this Agreement and
2 incorporated by this reference. Consultant shall advise and inform City's
3 representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on
5 the Project. City shall furnish to Consultant information or materials, if any,
6 described in Exhibit "D", attached to this Agreement and incorporated by this
7 reference, and shall perform any other tasks described in the Exhibit.

8 B. The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee, Dan Tempelis. City shall have the right to approve any person
11 proposed by Consultant to replace that key employee.

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

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

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

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

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

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

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

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

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

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

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

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

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

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

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1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its
5 duration, Consultant does not and will not perform services for any other client which
6 would create a conflict, whether monetary or otherwise, as between the interests of City
7 and the interests of that other client. And, Consultant shall obtain similar certifications
8 from Consultant's employees, subconsultants and contractors.

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

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

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to City.

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

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

21 13. ADDITIONAL COSTS AND REDESIGN.

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

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.
6 This modification shall be submitted in a timely fashion to allow City to receive new
7 bids within four (4) months after the date on which the original plans and
8 specifications were submitted by Consultant.

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

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

23 16. PREVAILING WAGES.

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

1 Code section 1720.

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

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

16 18. INDEMNITY.

17 A. Consultant shall indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness
22 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
23 whole or in part, out of or in connection with (1) Consultant's breach or failure to
24 comply with any of its obligations contained in this Agreement, including any
25 obligations arising from the Project's compliance with or failure to comply with
26 applicable laws, including all applicable federal and state labor requirements
27 including, without limitation, the requirements of California Labor Code section
28 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations

1 committed by Consultant, its officers, employees, agents, subcontractors, or
2 anyone under Consultant's control, in the performance of work or services under
3 this Agreement (collectively "Claims" or individually "Claim").

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

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

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

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

22 20. NONDISCRIMINATION.

23 A. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, Consultant shall not discriminate against any
25 employee or applicant for employment because of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
27 disability. Consultant shall ensure that applicants are employed, and that
28 employees are treated during their employment, without regard to these bases.

1 These actions shall include, but not be limited to, the following: employment,
2 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
3 termination; rates of pay or other forms of compensation; and selection for training,
4 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
8 this policy in its use of subconsultants and contractors to the fullest extent
9 consistent with the efficient performance of this Agreement. Consultant may rely
10 on written representations by subconsultants and contractors regarding their
11 status. Consultant shall report to City in May and in December or, in the case of
12 short-term agreements, prior to invoicing for final payment, the names of all
13 subconsultants and contractors hired by Consultant for this Project and information
14 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
15 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
16 637).

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

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

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

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

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

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

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

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

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

25 23. COPYRIGHTS AND PATENT RIGHTS.

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

28 B. City reserves the exclusive right to seek and obtain a patent

1 or copyright registration on any Data or other result arising from Consultant's
2 performance of this Agreement. By executing this Agreement, Consultant assigns
3 any ownership interest Consultant may have in the Data to City.

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

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

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

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

27 27. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Consultant on Form 1099-

1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
2 resulting from payments under this Agreement. Consultant shall submit Consultant's
3 Employer Identification Number (EIN), or Consultant's Social Security Number if
4 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
5 Financial Management. Consultant acknowledges and agrees that City has no obligation
6 to pay Consultant until Consultant provides one of these numbers.

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

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

14 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 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.

HATCH MOTT MACDONALD, LLC, a Delaware limited liability company

April 14, 2014

By [Signature]
Name DANIEL TEMPELIS
Title Vice President

_____, 2014

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.25, 2014

By [Signature] **Assistant City Manager**
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on April 22, 2014.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services



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

3. SCOPE OF PROJECT

The typical project Scope of Work, as modified through negotiation and/or by written addendum issued by the City, will be made part of the Agreement.

3.1 Consultant Requirements

The Consultant shall be required to have extensive, verifiable experience in performing construction management for horizontal directional boring and placement of natural gas pipelines. The Consultant's primary objective is to provide general construction management for the construction of a 16-inch natural gas pipeline across the Los Angeles River. The Consultant services provided may include, but are not limited to the following.

Pre-construction Phase

1. Meet with LBGO to review project scope, project plan, permits, etc. (approximately six (6) meetings anticipated)
2. Assist with and ensure LBGO has obtained all permits necessary for construction.
3. Assist LBGO with at least three (3) pre-construction meetings with contractor and stakeholders.
4. Review contractor submittals independently and with LBGO staff and make recommendations to LBGO on acceptance (at least two (2) meetings anticipated).
5. Attend approximately three (3) community meetings to assist LBGO in meeting community requirements.
6. General oversight of the contractor's community notification program.

Construction Phase

1. General oversight of Contractor's daily operations and project schedule.
2. General oversight of site safety and security.
3. Ensuring adherence to Contractor submitted plans, including Drill, Spill Contingency, Hydrotest, Water Disposal, Mud Management, Traffic Control, Notification and Site Security Plans.
4. General oversight of pipe handling and welding quality assurance.

5. Ensuring Contractor adherence to all permit conditions.
6. Conducting weekly on/off-site project meetings with contractor, LBGO staff and stakeholders.
7. Communicating with LBGO Engineering and Inspection staff.
8. Keeping and submitting to LBGO, a written log of daily project activities.
9. Gather necessary documentation to meet permit and US Department of transportation requirements.

Post-construction Phase

1. Ensuring completed project meets final acceptance criteria.
2. Ensuring site restoration meets City's and community's criteria.
3. Assisting LBGO Engineering and Inspection with "as-built" plans.
4. Assisting LBGO Engineering and Inspection with generating project reconciliation documentation.

LBGO Specification information is contained in the following attached documents, provided for reference:

Exhibit A - LBGO Specification PA-01513 G-301

Exhibit B - LBGO Specification G-301 G228A

Exhibit C - LBGO Specification G-301 G228S

Exhibit D - LBGO Specification G-301 G-228HDD

Exhibit E - Bore Plan 2012-05-24

3

Project Approach



3. Project Approach

HMM approaches each project by first understanding the project needs and requirements, the project site and restrictions, geotechnical conditions, and third party impacts. This understanding is developed by reviewing the project documents and the contractor's submittals. After understanding the project HMM then reviews the project for risk factors that may impact project success and the order of magnitude of those impacts. It is this review that identifies risks and potential impacts that determines how HMM helps advance the project by providing information to LBGO and contractor to proactively address these potential issues and thereby reduce the potential for major issues and reduce those impacts if they were to occur. HMM staff will be on site reviewing the previous day's work, observing the current day's work, and looking for potential warning signs so as to advise LBGO and contractor of potential issues thereby allowing the contractor to minimize those potential impacts.

At the outset, HMM are committing as Construction Manager, an experienced trenchless technology specialist with many years of experience in the design and construction supervision of HDD projects, and a good understanding of the local ground conditions and working environment.

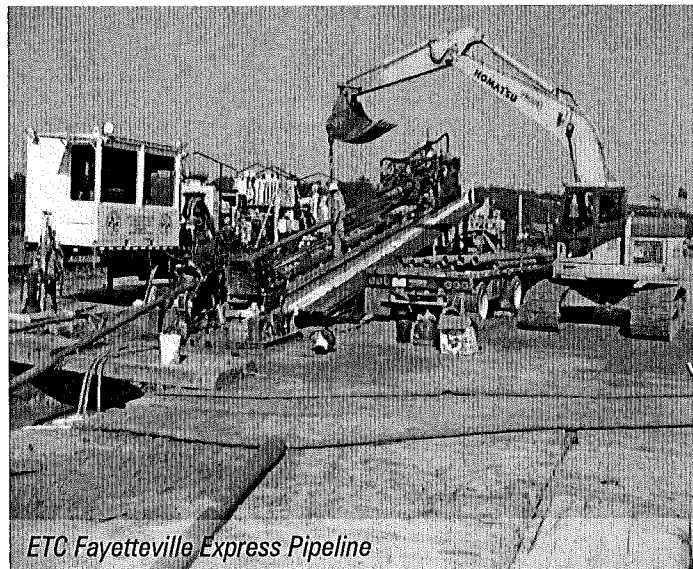
Craig Camp, the Construction Manager will be on-site as Lead Inspector to observe the work, in addition to performing Construction Management and Contract Administration duties. Mr. Camp will be supported during the Construction Phase, by staff engineers with proven trenchless field engineering/inspection experience. Our experience demonstrates repeatedly, the importance and necessity of good, clear and complete documentation of the work. This is the foundation of preventing problems, managing risk and administering the contract.

HMM approaches each project by identifying appropriate experienced resources that will be available for consultation by the Project Team as technical consultants, project oversight or as specialist support resources. In response to RFP G014-022 we have identified senior technical resources as:

- An experienced, Los Angeles based, Principal Project Manager, with a background that includes design and field supervision of trenchless installations and the construction management of major underground projects in Los Angeles and southern California;
- HMM's principal HDD specialist;
- HMM's principal gas pipeline engineer for the western United States;
- An experienced third party permitting coordinator with extensive experience and knowledge of the agencies in the County of Los Angeles.

As experienced Construction Managers, HMM develops a Project Plan of Work for each project to ensure that our internal quality assurance plan is clear and meets all the requirements of the scope of services.

Our proposed Project Plan of Work is provided below as a draft. HMM will adjust the plan, as appropriate, to integrate into LBGO's contract administration and inspection systems.





Project Plan of Work (Draft)

1. CONSTRUCTION MANAGEMENT

1.1. Construction Management Staffing Plan

A staffing plan has been developed based on the CM Support Schedule Rev 3 provided in Section 5 of this proposal. Craig Camp is the HMM Construction Manager for the project and will be on-site throughout the Construction Phase. Mr. Camp will be supported on site by Zsolt Horvath and/or Trent Cohen as Inspector such that there will be a continuous CM presence on site to monitor activities and provide quality assurance, during contractor working hours.

1.1.1 Roles and Responsibilities

HDD Construction Manager (CM)

- Participate in pre-construction and construction phase meetings
- Manage weekly progress meetings with contractor and stakeholders, and prepare minutes
- Support LBGO with review of permits
- Support LBGO with correspondence to contractor
- Support LBGO with review of contractor submittals
- Support LBGO with review of Requests for Information (RFI's)
- Support LBGO with review, negotiation and approval of payment requests
- Support LBGO with management of change issues, field instructions and change orders
- Support LBGO with management of third party issues, community meetings, media and general oversight of the contractor's community notification plan
- Coordinate with LBGO for all LBGO provided inspection services
- Act as HMM project manager and liaise with LBGO and prepare deliverables and reports
- Perform as Lead Inspector
- Observe and monitor operations
- Check work for compliance with specifications, permits and approved submittals
- Keep detailed records, take photographs, prepare daily inspection reports
- Review inspection records by others.
- Inspector
- Observe and monitor operations
- Check work for compliance with specifications, permits and approved submittals
- Keep detailed records, take photographs, prepare daily inspection reports
- Coordinate efforts with other LBGO and third party inspectors.

1.2 Community Outreach

1.2.1 General

The CM will be guided by the LBGO in its approach to community relations. At all times, sensitivity to the needs, concerns and safety of the public will be of paramount importance. The CM recognizes that there will be disruption to traffic and to the public, primarily local residents and park user. The key will be to anticipate what those impacts might be and to take measures such that those impacts are mitigated and minimized.



1.2.2 Community Meetings

Community meetings will be attended by CM to assist LBGO.

1.3 Pre-construction and Construction Meetings

1.3.1 Pre-Construction Phase Meetings

The pre-construction phase meetings will be held to assist LBGO with:

- Review of project scope, project plan, permits etc.
- Review of contractor's submittals
- HDD work by contractor
- HDD information to stakeholders
- Community requirements



HMM provided third-party coordination for the I-405 Sepulveda Pass Widening Project, including the Chevron Pipeline Relocation shown above.

1.3.2 Construction Phase - Weekly Contractor Progress Meetings

Progress meetings are intended to cover all construction aspects of the HDD part of the project. Items are grouped under the following headings: safety, environmental/permits, community relations, labor compliance, site coordination, schedule/progress, submittals, RFI's/technical issues, pay applications, QA/QC, changes, and other business. The purpose of the meeting is to record progress, set schedule and address all issues of mutual interest. Necessary action will be identified. Minutes of the meeting will be taken by the CM and the intent will be to publish the minutes within 24-hours of the meeting. Copies will be distributed to all those with an interest in the project as determined by LBGO.

1.3.3 Procedures for the Weekly Progress Meeting

- Meeting is notified by the CM, giving place and time
- Minutes of previous meeting made available at commencement of meeting along with submittal, RFI and access request logs
- Meeting conducted by the CM, using the previous week's minutes as an agenda
- Contractor provides updated schedule for discussion
- Items are discussed and actions identified and assigned as appropriate
- Items that require further resolution are tabled for off-line discussion
- Minutes are prepared by CM and distributed

1.4 Reporting Requirements

1.4.1 Daily Written Inspection Report/Log

The Daily Inspection Report/Log will specifically record the daily HDD operations of the contractor and will include:

- Observe and record HDD activities, pipe handling, welding activities, inspections, etc.
- Site security and safety status
- Contractor's labor, equipment and material resources
- Daily progress
- Environmental oversight



- Permit compliance QA
- Communication with LBGO engineering and inspection staff
- Weather and site conditions
- Details of site discussions and meetings
- Any non-conformance issues
- Any issue arising from interaction with the public

1.5 Health and Safety

HMM will manage the safety of its employees through its Injury and Illness Prevention Program (IIPP). Per the requirements of the IIPP, HMM’s CM will perform an employee risk analysis to define the types of activities that they will accomplish on the project. Company hazard information sheets, addressing the potential hazards of those activities are available along with the IIPP and are required reading for employees placed on the project. HMM will provide training to its own staff consistent with the nature of the work to be undertaken. The CM will be safety representative for the project. That person will attend contractor safety meetings and will advise CM staff of any current safety issues. They will also act as the liaison with the LBGO safety department. Corporate support for safety on the project is available through HMM’s corporate safety officer.

The CM is not responsible under law for the safety of the contractor’s operations and employees. HMM is responsible only for the safety of its own employees working on the construction site. HMM has a compelling interest in the safety of construction and will take action if a situation arises that imperils the safety of people or the stability of structures. All CM staff will be under instructions to bring safety violations to the attention of the offending personnel and if appropriate to the person’s supervisor. HMM’s CM and Lead Inspector will liaise with the Contractor Safety Manager to ensure that safety issues are being properly addressed.

The contractor’s safety effort will be monitored as part of the daily management of the project. Inspection staff will attend safety briefings and review distributed materials. Inspection staff will attend contractor training sessions where invited. Compliance with safety regulations as they relate to issues such as first aid and site rescue will be noted. Safety will be the first item on the agenda at the weekly progress meeting and the contractor will be asked to report on safety activities and to comment on any incidents that have occurred. The CM will ensure that the LBGO is made immediately aware should a significant safety incident occur.

2. CONSTRUCTION MANAGEMENT PROCEDURES

2.1 Introduction

Procedures for management of specific aspects of the HDD part of the project are generally described hereunder. These cover items such as document control, inspection, quality assurance, SWPPP compliance, and environmental management.

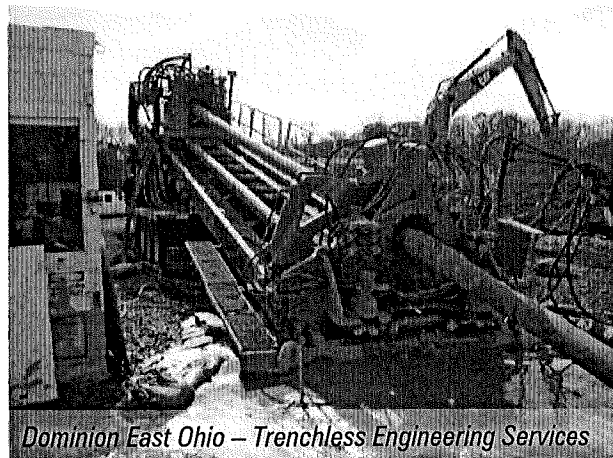
2.2 Document Control

Management of the HDD part of project will be established such that all relevant communication to and from the contractor be directed through the CM. This has been done in the interests of continuity and consistency and will provide a common focus for all entities with an interest in the project.

2.3 Contractor Communications

2.3.1 Correspondence

Correspondence is generally any exchange of information between the CM and the contractor. This





will include, but is not limited to the following:

- Letters
- Submittals
- Shop drawings
- Requests for information
- Requests for substitutions
- Requests for construction staking
- Progress pay requests
- Cost proposals
- Field instructions
- Design clarifications
- Change orders
- Access requests
- Minutes of meetings
- Materials testing results
- Non-compliance notifications
- Field memoranda
- Survey notes
- Photo logs
- Email

The CM will keep comprehensive accurate records of all documents and correspondence received from and sent to the contractor and shall organize them in a way that separates them into the categories noted above (plus any other that may become necessary) and in a way that captures in one location all documents that relate to a particular issue.

The CM will receive all correspondence on site and will enter identifying information in the appropriate log prior to distribution to the appropriate parties. The CM will determine what, if any, response is necessary and establish a due date for the response in accordance with contract requirements and program policies. The CM will also crosscheck to determine if new correspondence relates in any way to prior correspondence and make appropriate notes if this is the case.

2.4 Quality Assurance

2.4.1 General

Quality Control (QC) is defined as those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. QC is the responsibility of the contractor.

Quality Assurance (QA) is defined as those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. QA will be conducted by the CM. QA encompasses oversight of the contractor's QC; verifying the results of contractor testing; review of sampler, tester, and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the Plans and Specifications.

2.4.2 QA Monitoring

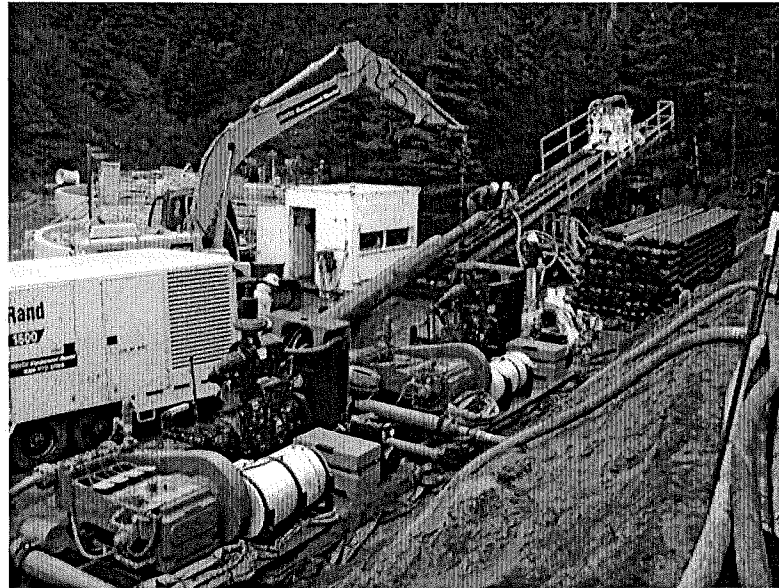
The CM will perform quality assurance through a series of activities, generally listed hereunder:

- Review of submittals





- Inspection of materials
- Inspection of work
- Monitoring of drilling data
- Monitoring of contractor's testing activities
- Review of test certificates
- Review of welding equipment certificates
- Implementation of verification testing
- Preparation of reports
- Photo documentation
- Cataloging of data
- Issue of non-conformance notices
- Maintenance of punch list
- Close-out procedures



An essential element of the CM's QA activities will be the review and monitoring of the contractor's QC plan. CM staff will be expected to be familiar with the QC plan and to ensure that it is being followed by the contractor. Non-compliance with the plan will be brought to the attention of the CM and will be communicated to the contractor.

QA will also include the collection, filing and recording of test results and test certificates, testifying to the quality of the products and processes used. In the event that test results indicate a failure to meet the required level of quality, the contractor will be notified, and directed to address the deficiency.

2.5 Field Observations & Monitoring

The primary purpose of field observation and monitoring will be to confirm that the work is being performed in accordance with the requirements of the contract. A secondary purpose will be to record the progress of the work and to document how operations are impacted by extraneous factors. These records will be available for use in negotiating resolution of claim issues.

2.6 Contractor Submittals

Contractor's submittals may include: detailed design calculations; design drawings; fabrication and installation drawings; erection drawings; as-built drawings; operating instructions; catalog sheets; data sheets; samples; traffic control plans; Storm Water Pollution Prevention Plans (SWPPP); safety plans; shoring plans; dewatering plans; certifications, warranties/guarantees and similar items.

CM Responsibilities

In the early part of the project, the CM will work with the contractor to prepare a master list of all HDD contract items requiring submittals. The master list will be used to monitor the progress of submittals and to ensure that all necessary submittals are provided. The list will be updated to reflect completion of items. Those submittals that are considered to have a significant impact on the progress of the work will be identified to the contractor for inclusion in the baseline schedule.

The CM will prepare a Submittal Log for tracking purposes. The Submittal Log will reference the proper technical specification section number and paragraph number for each submittal. In addition, the Submittal Log will have the



dates the submittal was sent to and received by the appropriate reviewers and the date the submittal was returned to the contractor with the appropriate status.

2.7 Contractor's Requests for Information

The contractor is to submit a Request For Information (RFI) when additional information, clarification, or interpretation of the contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, and/or omissions. RFIs should be submitted sufficiently in advance of the work to permit time for investigation and preparation of a response.

2.8 Design Clarification Request (DCR)

DCR's are the instruments by which the CM will formally make inquiries of the designer. If a discrepancy is identified in the documents that requires clarification by the designer, the request will be entered into a standard form. The designer's response will be reviewed when received to see if it impacts the scope of the construction contract and a Field Instruction issued to the contractor if appropriate. All DCR's will be logged.

2.9 Project Photographs

2.9.1 CM Photographs

Over the course of the project, the CM will make a photographic record of HDD/pipe construction progress.

2.10. Schedule

2.10.1 Baseline

The CM will review the contractor's schedule for compliance with the specification and to ensure it provides a sound basis for completing the work in a timely manner. This review will be intended to identify any missing activities, ensure calendars comply with contract constraints, check relationships and logic, and detect errors. Equally important will be an assessment of the time allowed to complete activities to see whether this is reasonable and achievable. Ultimately, the baseline schedule should represent the contractor's expectations for progress on the project, and as such will likely form the basis of any claim for delay or inefficiency. The review process will continue until the schedule is satisfactory. The contractor will submit the baseline schedule as a submittal and it will be reviewed and responded to in the normal fashion.

2.10.2 Updates

Schedule updates are to be provided as a submittal. The updates will be reviewed for conformance with the contract and to see if they continue to reflect a reasonable approach to completing the work in a timely manner. If necessary, the CM will arrange for a meeting to review an update and to clarify or question aspects of the schedule. The CM will at all times be aware of the contractor's progress and the status of the schedule, and will approach the contractor should it determine the schedule is being compromised in some way.

2.10.3 Weekly Progress Meeting Schedule

At each weekly progress meeting, the contractor will be required to submit a short-term schedule. This can be an extract from the updated baseline or a simple bar chart. This will need to show the past week, current week and two weeks ahead. This will provide the basis of discussion about current progress on the project. Any items identified in the update review that are considered to be critical will be tabled for discussion at the progress meetings.

2.11 Daily Report

The CM will prepare and submit to LBGO daily, a written log of the day's events and activities.

3. POST-CONSTRUCTION PHASE

3.1 CM to ensure completed HDD part of the project meets final acceptance criteria.

3.2 CM to ensure that the contractor's site restoration plan meets the requirements of the City and the community, and that the restoration work is performed in compliance with that plan.



3.3 CM to assist LBG0 engineers and inspectors with "as built" drawings.

- Contractor's record drawings are to be updated and submitted to the CM each month.
- The CM will review the contractor's record drawings on completion of pilot tube and carrier pipe installation. An additional review will be performed on completion of casing installation if required, to confirm that they represent the work as constructed and properly document changes to the work. The CM shall check the accuracy of any notation on the record drawings by comparing it with the source of the change (RFI, FI, etc).
- The CM will maintain its own set of record drawings and will update them as information is received which is anticipated to be daily. The drawings will be kept with the CM. The review of the contractor's record drawings will serve to ensure consistency between the two sets of drawings.
- CM will coordinate with LBG0 for all LBG0 provided inspection services.
- Upon completion of the project, the CM will confirm that the record drawings are acceptable as part of the final acceptance process for "as built" plans and prior to authorizing final payment.

3.4 Punch List

The CM will establish and maintain a "rolling punch list". This will document any missing, incomplete or unacceptable work. The goal will be to get work completed on a contemporaneous basis, so that surface staging areas can be vacated at the earliest opportunity. The contractor will be kept apprised of deficiencies and reference will be made at the weekly progress meeting to any items that are not addressed in a reasonable amount of time.

3.5 Permits

As part of the post-construction phase, the CM will ensure that the requirements of any permits granted for the construction of the project have been properly fulfilled. Additional permits may be required by the contractor. As the need for permits is identified and the permits obtained, they will be included in a permit register. The CM will monitor compliance with the permit stipulations during construction and assist in the close-out of permits as work is completed.



5

Project Schedule



5. Project Schedule

HMM has developed a schedule model for this project which is depicted in the Gantt chart included in this proposal (20140128 LBGO CM Support Schedule – Final). The schedule model was created using MS Project 2010 and the output is provided as a PDF. The schedule is structured such that it corresponds to the manner in which the Consultant Requirements are organized in Section 3.1 of RFP GO14-022.

The schedule contains a line item for each phase and each task specifically referenced in Section 3.1 that the Awarded Contractor is required to perform. Each task name begins with the RFP reference number and all content taken directly from the RFP is shown in normal text.

- **Bold black text indicates the three primary project phases.**
- All tasks indicated by blue text and bars are the responsibility of the Awarded Contractor (HMM).

The schedule also includes line items to provide sequence/time context for the tasks that the Awarded Contractor will perform. These items represent HMM's best perception of how the project is likely to proceed by incorporating relative dependencies and estimated durations based on its experience in managing similar work. Each of these tasks is shown in *italic* text.

- HMM believes all tasks indicated by tile red text and bars are the responsibility of LBGO.
- HMM believes all tasks indicated by orange text and bars are the responsibility of the contractor (ARB).
- Green text and bars indicate other information relevant the project schedule.

The key assumptions made in the development of this schedule are listed below:

- Awarded Contractor will be given a notice to proceed on February 28, 2014. This is an arbitrary date in the middle of the February/March 2014 period listed on the RFP.
- LBGO will procure all permits and authorizations in advance of the commencement of contractor's mobilization to the site.
- The pipeline material is a critical item that can be submitted, accepted, procured, and delivered within the allocated time.
- Nearly all construction and restoration work will be performed during Edison Elementary School's Summer Recess, which is currently listed on http://www.lbschools.net/Employees/pdf/13-14_Track_B.pdf as July 25 – September 2, 2014.

Based on the information received from LBGO to date and its experience with work of this type, HMM believes this schedule represents a reasonable timeline for the performance of this project. The nature of this RFP requires the Awarded Contractor to provide varying levels of ongoing support during each phase of the project as described in Section 3 Project Approach of this document. Since the Awarded Contractor doesn't initiate phases or control other parties whose actions or inactions may affect the duration of any phase, it is difficult to create a definitive schedule. HMM welcomes the opportunity to review its schedule with LGBO and make adjustments as appropriate.

EXHIBIT “B”

Rates or Charges



City of Long Beach Gas and Oil Department

January 29th 2014

RFP GO14-022 Construction Management Services Related to Horizontal Directional Bore Natural Gas Pipeline Installation

Hatch Mott MacDonald Cost Proposal

Page 1 Summary

Name	Staff No.	Role	Base Rate	Hours	Sub-total by staff	2014
Camp D.C.	62962	Construction Manager	\$61.93	408	\$25,267.44	
Horvath Z.	57119	Field Engineer/Inspector	\$35.07	200	\$7,014.00	
Cohen T.	48485	Alternate Field Engineer/Inspector	\$39.07	0	\$0.00	
					\$0.00	
Warren S.T.	10802	Technical Resource - CM/Trenchless	\$83.91	24	\$2,013.84	
Duyvestyn G.	46447	Technical Resource - HDD	\$67.86	28	\$1,900.08	
Bias C.	67957	Technical Resource - Gas Pipeline	\$86.54	24	\$2,076.96	
Nowshiravani J.	53370	Technical Resource - Permitting Support	\$67.71	16	\$1,083.36	
Macasadia R.	52695	Administrative Assistant	\$22.97	16	\$367.52	
Sub-total				716	\$39,723.20	
		Multiplier				
Overhead (Home Office) Rate		1.60			\$63,557.12	
Labor Cost(Labor sub-total plus overhead)						\$103,280.32
Fee		0.15				\$15,492.05
Sub-total Labor						\$118,772.37
Sub-total ODCs						\$10,415.00
Lump Sum Total						\$130,000.00



Task	Sub-task	Activity	Assumptions	Total ODCs by sub-task	Hotel (State rate)		Per Diem (State rate)		Travel (own car)		
					No.	GSA Rate	No.	GSA Rate	No.	Rate	
						\$133	Full	\$71		\$0.56	
							1st/last day	\$3.25			
1		Pre-Construction Phase									
	1.1	Project review meetings	Assume 6 meetings at 12 hours per meeting including preparation, travel, meeting, and summary time (2+4+4+2)	\$1,092.30				6	\$319.50	1,380	\$772.80
	1.2	Permitting support		\$56.00						100	\$56.00
	1.3	Pre-construction meetings	Assume 4 meetings (rfp states "at least 3") at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)	\$728.20				4	\$213.00	920	\$515.20
	1.4	Submittal review	Assume 10 submittal reviews; assume 3 meetings (rfp states "at least 2 meetings") at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)	\$546.15				3	\$159.75	690	\$386.40
	1.5	Community meeting support	Assume 3 meetings at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)	\$546.15				3	\$159.75	690	\$386.40
	1.6	Community Notification program oversight		\$128.80						230	\$128.80
	Sub-total			\$3,097.60	01	\$0.00		16	\$852.00	4,010	\$2,245.60
2		Construction Phase									
		Construction monitoring & reporting									
		General oversight - operations & schedule									
		General oversight - site safety & security									
		Ensuring adherence to contractor submitted plans									
		General oversight - pipe handling & welding QA									
		Ensuring adherence to permit conditions									
		Conducting weekly meetings									
		Communication with LBGO staff									
		Prepare daily log/report									
		Document collection for permits and USDOT									
	2.1	Monitor, oversight and ensuring adherence during contractor mobilization	Assume 2 weeks with 3 site visits per week	\$436.80						780	\$436.80
	2.2	Monitoring, oversight and ensuring adherence during drilling, reaming and conditioning of pilot hole	Assume 6 x 12 hours allows 2 hours/day contingency. Assume 50 hours/week each for DCC and ZH	\$5,276.00	22	\$2,926.00		26	\$1,846.00	900	\$504.00
	2.3	Monitoring, oversight and ensuring adherence during pull-back	Assume 16 hours with 4 hours contingency	\$266.00	2	\$266.00		2	\$0.00		
	2.4	Conducting weekly progress meetings	Assume 8 weekly progress meetings (2 mob; 2 drill etc; 2 demob; 2 restoration)	\$772.80						1,380	\$772.80
	Sub-total			\$6,751.60	24	\$3,192.00		28	\$1,846.00	3,060	\$1,713.60
3		Post Construction Phase									
	3.1	Project close-out	Excludes weekly meetings	\$0.00							
	3.2	Site restoration close-out	Excludes weekly meetings	\$218.50				2	\$106.50	200	\$112.00
	3.3	As-built plan support		\$218.50				2	\$106.50	200	\$112.00
	3.4	Project reconciliation documents	Includes Project Close-out Report	\$0.00							
				\$128.80						230	\$128.80
	Sub-total			\$565.80	0	\$0.00		4	\$213.00	630	\$352.80
	Total			\$10,415.00	24	\$3,192.00		48	\$2,911.00	7,700	\$4,312.00

GSA Rates 2014 <http://www.gsa.gov/po/ta/content/101518>



January 29th 2014

Work Breakdown Structure			Hours by Staff										Hours per sub-task	Assumptions				
Task	Sub-task	Activity	E. Camp Construction Manager	Z. Horvath Field Eng./Inspector	T. Cohen Field Eng./Inspector	S. Warren Technical Support - CM	G. Dwywestyn Technical Support HDD	C. Bias Technical Support Gas Pipeline	J. Nowshiravani Technical Support Permitting	Admin Assistant								
1		Pre-Construction Phase																
	1.1	Project review meetings	72														72	Assume 6 meetings at 12 hours per meeting including preparation, travel, meeting, and summary time (2+4+4+2)
	1.2	Permitting support	8														16	
	1.3	Pre-construction meetings	32														32	Assume 4 meetings (rfp states "at least 3") at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)
	1.4	Submittal review	40				8	16	16								80	Assume 10 submittal reviews; assume 3 meetings (rfp states "at least 2 meetings") at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)
	1.5	Community meeting support	24														24	Assume 3 meetings at 8 hours per meeting including preparation, travel, meeting, and summary time (1+4+2+1)
	1.6	Community Notification program oversight	8														8	
	Sub-total		184	0	0	8	16	16	16								240	
2		Construction Phase																
		Construction monitoring & reporting																
		General oversight - operations & schedule																
		General oversight - site safety & security																
		Ensuring adherence to contractor submitted plans																
		General oversight - pipe handling & welding QA																
		Ensuring adherence to permit conditions																
		Conducting weekly meetings																
		Communication with LBGO staff																
		Prepare daily log/report																
		Document collection for permits and USDOT																
		Monitor, oversight and ensuring adherence during contractor																
	2.1	mobilization	8	32													40	Assume 2 weeks with 3 site visits per week
	2.2	Monitoring, oversight and ensuring adherence during drilling, reaming and conditioning of pilot hole	92	100		8	8	8									216	Assume 6 x 12 hours allows 2 hours/day contingency. Assume 50 hours/week each for DCC and ZH
	2.3	Monitoring, oversight and ensuring adherence during pull-back	20	20													40	Assume 16 hours with 4 hours contingency
	2.4	Conducting weekly progress meetings	56														56	Assume 8 weekly progress meetings (2 mob; 2 drill etc; 2 demob; 2 restoration)
	Sub-total		176	152	0	8	8	8	0								352	
3		Post Construction Phase																
	3.1	Project close-out	4	16													20	Excludes weekly meetings
	3.2	Site restoration close-out	4	32													36	Excludes weekly meetings
	3.3	As-built plan support	8					4									12	
	3.4	Project reconciliation documents	32				8										56	Includes Project Close-out Report
	Sub-total		48	48	0	8	4	0	0								124	
	Total		408	200	0	24	28	24	16	16							716	

EXHIBIT “C”

City’s Representative:

Aaron Perkins, Mechanical Engineer Associate

EXHIBIT “D”

Materials/Information Furnished: None