

1
2 AGREEMENT

3 **30017**

4 THIS AGREEMENT is made and entered, in duplicate, as of March 30, 2007
5 for reference purposes only, pursuant to a minute order adopted by the City Council of the
6 City of Long Beach at its meeting on March 6, 2007, by and between PB AMERICAS, INC.,
7 a New York corporation, with a place of business at 401 B. Street, Suite 1450, San Diego,
8 California 92101 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be
11 performed in connection with As-Needed Construction Management Services ("Project");
12 and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly described
24 in Exhibit "A", attached to this Agreement and incorporated by this reference, in
25 accordance with the standards of the profession, and City shall pay for these services in
26 the manner described below, not to exceed \$4,000,000.00, at the rates or charges shown
27 in Exhibit "A".

28 B. Consultant may select the time and place of performance for these

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City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 services; provided, however, that access to City documents, records and the like, if needed
2 by Consultant, shall be available only during City's normal business hours and provided
3 that milestones for performance, if any, are met.

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

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

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

23 2. TERM. The term of this Agreement shall commence at midnight on
24 January 1, 2007, and shall terminate at 11:59 p.m. on December 31, 2009, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner. This Agreement may be extended on the same terms and conditions
27 for two additional three (3) year periods, on mutual agreement of the parties.

28 3. COORDINATION AND ORGANIZATION.

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

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

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

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

1 (a) Commercial general liability insurance (equivalent in scope to ISO
2 form CG 00 01 11 85 or CG 00 01 11 88) 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. City, its officials, employees and agents shall be named
7 as additional insureds by endorsement (on City's endorsement form or on an
8 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG
9 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no
10 special limitations on the scope of protection given to City, its officials,
11 employees and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 \$1,000,000.

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

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

20 Any self-insurance program, self-insured retention, or deductible must be
21 separately approved in writing by City's Risk Manager or designee and shall protect City,
22 its officials, employees and agents in the same manner and to the same extent as they
23 would have been protected had the policy or policies not contained retention or deductible
24 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
25 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,
26 and shall be primary and not contributing to any other insurance or self-insurance
27 maintained by City. Consultant shall notify City in writing within five (5) days after any
28 insurance has been voided by the insurer or cancelled by the insured. If this coverage is

1 written on a "claims made" basis, it must provide for an extended reporting period of not
2 less than one year, commencing on the date this Agreement expires or is terminated,
3 unless Consultant guarantees that Consultant will provide to City evidence of
4 uninterrupted, continuing coverage for a period of not less than three (3) years,
5 commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

22 9. OWNERSHIP OF DATA. All materials, information and data prepared,
23 developed or assembled by Consultant or furnished to Consultant in connection with this
24 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
25 graphs, charts, computer disks, computer source documentation, samples, models,
26 reports, summaries, drawings, designs, notes, plans, information, material and
27 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
28 and City shall have the unrestricted right to use and disclose the Data in any manner and

1 for any purpose without payment of further compensation to Consultant. Copies of Data
2 may be retained by Consultant but Consultant warrants that Data shall not be made
3 available to any person or entity for use without the prior approval of City. This warranty
4 shall survive termination of this Agreement for five (5) years.

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

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

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

1 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

18 15. LAW. This Agreement shall be governed by and construed pursuant to
19 the laws of the State of California (except those provisions of California law pertaining to
20 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations
21 of and obtain all permits, licenses and certificates required by all federal, state and local
22 governmental authorities.

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

26 17. INDEMNITY. Consultant shall, with respect to services performed in
27 connection with this Agreement, indemnify and hold harmless City, its Boards,
28 Commissions, and their officials, employees and agents (collectively in this Section, "City")

1 from and against any and all liability, claims, demands, damage, loss, causes of action,
2 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
3 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
4 allegations and include by way of example but are not limited to: Claims for property
5 damage, personal injury or death arising in whole or in part from any negligent act or
6 omission of Consultant, its officers, employees, agents, sub-consultants or anyone under
7 Consultant's control (collectively "Indemnitor"); willful misconduct; misrepresentation; and
8 Claims by any employee of Indemnitor relating in any way to worker's compensation.
9 Independent of the duty to indemnify and as a free-standing duty on the part of Consultant,
10 Consultant shall defend City and shall continue this defense until the Claim is resolved,
11 whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault,
12 breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.
13 Consultant shall notify City of any Claim within ten (10) days. Likewise, City shall notify
14 Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall
15 assist Consultant, as may be reasonably requested, in the defense.

16 18. AMBIGUITY. In the event of any conflict or ambiguity between this
17 Agreement and any Exhibit, the provisions of this Agreement shall govern.

18 19. COSTS. If there is any legal proceeding between the parties to enforce
19 or interpret this Agreement or to protect or establish any rights or remedies under it, the
20 prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

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

1 compensation; and selection for training, including apprenticeship.

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

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

20 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

27 C. Consultant warrants that the Data does not violate or infringe any patent,
28 copyright, trade secret or other proprietary right of any other party. Consultant agrees to

1 and shall protect, defend, indemnify and hold City, its officials and employees harmless
2 from any and all claims, demands, damages, loss, liability, causes of action, costs or
3 expenses (including reasonable attorney's fees) whether or not reduced to judgment,
4 arising from any breach or alleged breach of this warranty.

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

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

18 25. CONTINUATION. Termination or expiration of this Agreement shall not
19 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
20 19, 22 and 28 prior to termination or expiration of this Agreement.

21 26. TAX REPORTING. As required by federal and state law, City is
22 obligated to and will report the payment of compensation to Consultant on
23 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
24 state taxes resulting from payments under this Agreement. Consultant's Employer
25 Identification Number is [REDACTED]. If Consultant has a Social Security Number rather
26 than an Employer Identification Number, then Consultant shall submit that Social Security
27 Number in writing to City's Accounts Payable, Department of Financial Management.
28 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

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Telephone (562) 570-2200

1 Consultant provides one of these numbers.

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

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

9 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
10 designed to or entered for the purpose of creating any benefit or right for any person or
11 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.

PB AMERICAS, INC., a New York corporation

_____, 2007

By *MWA*
S.V. President
ELEHN W SUITOR
(Type or Print Name)

_____, 2007

By _____
Secretary

(Type or Print Name)

"Consultant"

4-20, 2007

CITY OF LONG BEACH **ASSISTANT**
By *Christine J. Shippey*
EXECUTED ASSISTANT
TO SECTION 501 OF
"City" **THE CITY CHARTER.**

This Agreement is approved as to form on 4/11, 2007.

ROBERT E. SHANNON, City Attorney

By *Sandra Conway*
Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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EXHIBIT “A”

Scope of Work

Exhibit "A"

Long Beach Airport Scope of Work

As-Needed Construction Management Professional Engineering/Consulting Services

The City of Long Beach desires to engage the services of a professional engineering firm(s) for Construction Management or such portions of larger projects designated by City Staff, including but not limited to: Pre-Construction Services, Construction support Services, Post Construction Services, Materials Testing, and Surveying for the various improvements to existing fully operating Airport facilities, which may include proposed airfield related appurtenances and various other building and support facilities.

In general, the work consists of the various building facilities and construction of airfield.

The estimated design durations vary by tasks and the estimated duration of the construction work also vary depending on tasks. It should be noted the construction work would be performed with a combination of both day and night work.

The consultant shall have an understanding of various standards related to the design airport terminal facilities design and construction, airfield restrictions, as well as all current FAA and Transportation Security Administration security requirements and guidance documents.

The consultant shall assist the City in developing construction detailed drawings with respect to phasing in ALL improvements around a fully operational Airport; and to minimize impacts to the existing functionality of Long Beach Airport.

Pre-Construction Phase

- Review contract plans and specifications, specifically the construction phasing plans, for accuracy, constructability, and safety
- Review bid and contract documents
- Attend the City's meetings with the design team, as needed.
- Coordinate and attend pre-construction conference
- Participate in meetings with the City, contractor, design engineers, and other stakeholders.
- Develop procedures necessary for the orderly implementation the multiple phases of construction work.
- Implement an electronic information control system for use by the design consultant, City staff, and stakeholders.
- Implement a cost control/accounting system.
- Implement a construction claims prevention program
- Review and analyze traffic handling and traffic control plans submitted by the contractor
- Review the project Storm Water Pollution Prevention Plan

- Coordinate and assist the contractor in obtaining pertinent permits
- Review and analyze the contractor's construction schedule to verify that all project requirements have been included
- Review the contractor's schedule of values
- Recommend to the City to issue a Notice to Proceed with construction
- Review all BMP measures for construction
- Provide log of submittals and shop drawings as required
- Develop and distribute construction progress newsletter for Airport tenants as required by the Airport

Construction Phase

- Provide comprehensive contract administration and construction inspection
- Provide necessary on site facilities and equipment to host key City of Long Beach personnel
- Conduct weekly meetings with the contractors and City staff to review the progress and look ahead at work to come. Provide detailed minutes for all meetings in a format approved by the City
- Coordinate or attend meetings with other City Departments or outside agencies, when necessary
- Maintain information control and cost control/accounting systems developed in the pre-construction phase
- Coordinate the construction activities and schedules with all impacted Airport tenants
- Develop a monthly newsletter, discussing the construction schedule and progress, for the Airport tenants
- Assist the City in responding to City Council and public inquiries or concerns regarding the construction
- Review on-going traffic handling and traffic control plans submitted by the contractor
- Review on-going airfield operations and construction interface and impacts
- Conduct labor compliance interviews and monitor compliance including but not limited to Section 3
- Conduct regular safety reviews of the entire project site to ensure the Contractor is in compliance with applicable state and Federal safety regulations and guidelines
- Maintain complete project files and records including preparation of Daily Dairies and weekly progress reports
- Prepare quantity calculations and daily and monthly estimates
- Interpret contract documents and resolves disputes or uncertainties
- Review and approve all Contractor progress payments.
- Negotiate change orders for approval by the City
- Monitor and enforce Contractor compliance of SWPPP or any other Federal, State, or Local environmental laws

- Continue to write and distribute construction progress newsletters for airport tenants on a periodic basis (monthly or bi-monthly per Airport Requirements)
- Review, Track, Process Shop Drawings, Submittals, RFIs, RFCs, RFQs, etc.
- Develop, Track, & Monitor Punchlists
- Recommend final approval to the City
- Track, Monitor, and aid the City in obtaining Final Certificate of Occupancy

Post Construction Phase

- Provide “As-Built” construction drawings (red-line drawings)
- Prepare all documentation for storage
- Scan, Digitize, and organize all digital media related documents as deemed by the Engineer
- Provide construction claims management, analyze construction claims, and recommend actions

Materials Testing

- Materials testing services shall comply with plans and specifications, the City’s QAP and shall be performed by an American Association of State Highway Transportation Officials (AASHTO) certified laboratory as deemed necessary and/or American Society of Testing Materials (ASTM)
- Perform acceptance testing, including but not limited to concrete, steel, reinforcement, asphalt, and soil, as well as additional quality control testing as deemed necessary

Surveys

The Contractor will be providing survey and staking for this project. In general, the scope of services is to provide quality assurance and is described as follows:

- Implement a comprehensive Quality Assurance/Quality Control program.
- Calculate grades, coordinates and other survey data for monitoring QA/QC surveying
- Perform specialty survey as requested by the Construction Manager such as earth movement, structural elements locations, utility locations, etc.
- Attend project meetings and other meetings as requested by the Construction Manager.

Miscellaneous Services

- Presentations to City Council, Planning Commission, and Cultural Heritage Commission.
- Conduct or assist the Airport with any public meetings as requested by the Airport.

- Obtain or assist the Airport in obtaining all related permits for construction of improvements (such as permits from the City of Long Beach Planning and Building Department).

The above list of potential services and projects is intended to be representative of the type of projects and services the City anticipates. It may not be a complete list and projects listed may not be performed.



COST PROPOSAL

For

Long Beach Parking Structure

From:

PB Americas, Inc.

Approved:  Date: 7 Feb 2007
Clinton Topham, General Manager

To:

City of Long Beach


Digitally signed by Philip Barnes;
DN: cn=Philip Barnes, c=US, ou=Public
Works, ou=City of Long Beach,
email=philb@longbeach.gov
Reason: I have reviewed this document
Date: 2007.02.16 14:29:19 -0800

Rates Are Okay - PB 02/16/2007

February 7, 2007

Basis For Estimate

- 1- Proposal is based on 6 months design/pre-construction, remaining 20 months for
- 2- Normal working hours @ 8 hrs/day. Estimated OT @ 100/hrs/month.
- 3- Average monthly hours: 160 hrs/4-weeks for Full Time Staff. Remainder to be paid
- 4- Prevailing Wages apply per California State Law for all inspection positions listed
- 5- Field office space, furniture, communication equipment are to be provided by PB, separate from contractor's temporary facilities.
- 6- All vehicles, cell phones and safety equipment for PB field staff are to be provided by PB per attached rate schedules.
- 7- Proposal does not include geotechnical/sub-subsurface investigations nor cost-loaded scheduling.

PB Americas COST PROPOSAL SUMMARY

Long Beach Parking Structure City of Long Beach

Project Start: 1-Feb-07
Project End: 31-Mar-09
Duration (months): 25.9

1) BURDENED LABOR COSTS (See also worksheet entitled MONTHLY LABOR COST)

REGULAR TIME	\$1,348,556
OVERTIME	<u>\$224,156</u>
TOTAL BURDENED LABOR COST	<u>\$1,572,712</u>

2) SUBCONSULTANTS:

DBE Solis Group	6.1%	\$160,140
Ninyo & Moore		\$402,628
DBE Adkan Engineers	4.4%	\$116,050
Fee @ 10%	10.5%	<u>\$67,882</u>

GOAL PER CONTRACT IS _____%
TOTAL SUBCONSULTANTS \$746,700

2) DIRECT EXPENSES: \$173,210

Fee @ 10%	<u>\$17,321</u>
TOTAL DIRECT EXPENSES	<u>\$190,531</u>

4) CONTINGENCY 5%

TOTAL CONTINGENCY	<u>\$125,497</u>
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TOTAL **\$2,635,440**

PB Americas BILL RATES

Long Beach Parking Structure City of Long Beach

Project Start: 1-Feb-07
 Project End: 31-Mar-09
 Duration (months): 25.9

BLENDED RATES VALID THROUGH ENTIRE DURATION OF THIS

	POSITION	NAME	FIRM	REGULAR TIME BILL RATES			OVER TIME BILL RATES		
				4/1/06	4/1/07	4/1/08	4/1/06	4/1/07	4/1/08
				3/31/07	3/31/08	3/31/09	3/31/07	3/31/08	3/31/09
				Bill Rate	Bill Rate	Bill Rate	Bill Rate	Bill Rate	Bill Rate
1	Principal in Charge	Greg Brown	PB	\$218.00	\$218.00	\$218.00	\$218.00	\$218.00	\$218.00
2	Project/Const. Mgr.	Norm Petersen	PB	\$160.80	\$160.80	\$160.80	\$160.80	\$160.80	\$160.80
3	Office Engineer	Laurie Reese	PB	\$66.80	\$66.80	\$66.80	\$66.80	\$66.80	\$66.80
4	Project Controls	John Michalka	PB	\$179.00	\$179.00	\$179.00	\$179.00	\$179.00	\$179.00
5	Labor Compliance	Steven Dang	PB	\$55.20	\$55.20	\$55.20	\$55.20	\$55.20	\$55.20
6	Project Administrator	Wendy Rada	PB	\$68.65	\$68.65	\$68.65	\$68.65	\$68.65	\$68.65
7	Administrative Assist.	TBD	PB	\$63.70	\$63.70	\$63.70	\$63.70	\$63.70	\$63.70
8	LCP Manager	Kathy Smith	PB	\$79.20	\$79.20	\$79.20	\$79.20	\$79.20	\$79.20
9	0	0	PB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
#	0	0	PB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note : Prevailing Wages apply per California State Law for all inspection positions listed with an *.

PB Americas STAFFING SCHEDULE

**Long Beach Parking Structure
City of Long Beach**

Project Start: 1-Feb-07
 Project End: 31-Mar-09
 Duration (months): 25.9

		REGULAR TIME																											TOTAL REGULAR HOURS
1,792	PRE CONSTRUCTION	[REDACTED]																											
12,664	CONSTRUCTION	[REDACTED]																											
		POST CONSTRUCTION																											
REGULAR TIME	Month	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09		
POSITION	NAME	FIRM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
1	Principal in Charge	Greg Brown	PB	24	32	32	32	20	8	8	8	8	8	8	8	8	8	8	16	20	8	8	8	8	8	8	8	352	
2	Project/Const. Mgr.	Norm Petersen	PB	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	4,160	
3	Office Engineer	Laurie Reese	PB				40	60	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	3,380	
4	Project Controls	John Michalka	PB				72	80	84	40	28	18	8	8	8	18	18	20	24	24	24	24	24	24	24	24	24	640	
5	Labor Compliance	Steven Dang	PB				0			28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	520	
6	Project Administrator	Wendy Reda	PB	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	104	
7	Administrative Assisl.	TBD	PB	0	0	40	40	40	40	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	3,380	
8	LCP Principle	Kathy Smith	PB				40		40	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	160	
9			PB																									0	
10			PB																									0	
				188	196	238	388	376	408	562	550	538	530	530	530	538	538	542	546	554	558	548	546	546	548	548	546	546	12,676

		OVERTIME																											TOTAL OVERTIME HOURS
POSITION	NAME	FIRM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
1	Principal in Charge	Greg Brown	PB																										0
2	Project/Const. Mgr.	Norm Petersen	PB						60	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	1,200
3	Office Engineer	Laurie Reese	PB						10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	200
4	Project Controls	John Michalka	PB																										0
5	Labor Compliance	Steven Dang	PB																										0
6	Project Administrator	Wendy Reda	PB																										0
7	Administrative Assisl.	TBD	PB						10	10	10	10	10	10	10	10	10	10	10	10	18	18	18	18	18	18	18	18	280
8	LCP Principle	Kathy Smith	PB																										0
9			PB																										0
10			PB																										0
				0	0	0	0	0	0	80	80	80	80	80	80	80	80	80	80	88	88	88	88	88	88	88	88	88	1,680

		TOTAL HOURS																											TOTAL HOURS
POSITION	NAME	FIRM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
1	Principal in Charge	Greg Brown	PB	24	32	32	32	20	8	8	8	8	8	8	8	8	8	8	16	20	8	8	8	8	8	8	8	352	
2	Project/Const. Mgr.	Norm Petersen	PB	160	160	160	160	160	220	220	220	220	220	220	220	220	220	220	220	220	220	220	220	220	220	220	220	5,360	
3	Office Engineer	Laurie Reese	PB	0	0	0	40	60	80	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	170	3,580	
4	Project Controls	John Michalka	PB	0	0	0	72	80	84	40	28	18	8	8	8	18	18	20	24	24	24	24	24	24	24	24	24	640	
5	Labor Compliance	Steven Dang	PB	0	0	0	0	0	0	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	520	
6	Project Administrator	Wendy Reda	PB	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	104	
7	Administrative Assisl.	TBD	PB	0	0	40	40	40	170	170	170	170	170	170	170	170	170	170	170	178	178	178	178	178	178	178	178	3,640	
8	LCP Principle	Kathy Smith	PB	0	0	0	40	0	40	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	160	
9			PB	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	
10			PB	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	
				188	196	238	388	376	408	642	630	618	610	610	610	618	618	622	626	642	646	634	634	634	634	634	634	634	14,358

Note: Prevailing Wages apply per California State Law for all Inspection positions listed with an *

PB Americas LABOR COST

Long Beach Parking Structure City of Long Beach

Project Start: 1-Feb-07
Project End: 31-Mar-09
Duration (months): 25.9

BLENDDED RATES VALID THROUGH ENTIRE DURATION OF THIS CONTRACT.

REGULAR TIME

POSITION	NAME	FIRM	April 1, 2006 to March 31, 2007			April 1, 2007 to March 31, 2008			April 1, 2008 to March 31, 2009			TOTAL HOURS	BURDENED WAGE COST *	
			HRS	YEAR 1 BILLING RATE	DIRECT WAGES	HRS	YEAR 2 BILLING RATE	DIRECT WAGES	HRS	YEAR 3 BILLING RATE	DIRECT WAGES			
1	Principal in Charge	Greg Brown	PB	56	218.00	\$12,208.00	180	218.00	\$39,240.00	116	218.00	\$25,288	352	\$76,736
2	Project/Const. Mgr.	Norm Petersen	PB	320	160.80	\$51,456.00	1,920	160.80	\$308,736.00	1,920	160.80	\$308,736	4,160	\$668,928
3	Office Engineer	Laurie Reese	PB	0	66.80	\$0.00	1,460	66.80	\$97,528.00	1,920	66.80	\$128,256	3,380	\$225,784
4	Project Controls	John Michalka	PB	0	179.00	\$0.00	358	179.00	\$63,724.00	284	179.00	\$50,836	640	\$114,560
5	Labor Compliance	Steven Dang	PB	0	55.20	\$0.00	208	55.20	\$11,481.60	312	55.20	\$17,222	520	\$28,704
6	Project Administrator	Wendy Reda	PB	8	68.65	\$549.20	48	68.65	\$3,295.20	48	68.65	\$3,295	104	\$7,140
7	Administrative Assist.	TBD	PB	0	63.70	\$0.00	1,440	63.70	\$91,728.00	1,920	63.70	\$122,304	3,360	\$214,032
8	LCP Manager	Kathy Smith	PB	0	79.20	\$0.00	112	79.20	\$8,870.40	48	79.20	\$3,802	160	\$12,672
9	0	0	PB	0	0.00	\$0.00	0	0.00	\$0.00	0	0.00	\$0	0	\$0
10	0	0	PB	0	0.00	\$0.00	0	0.00	\$0.00	0	0.00	\$0	0	\$0
				384		\$84,213	5,724		\$624,603	6,568		\$659,739	12,676	\$1,348,556

OVERTIME

POSITION	NAME	FIRM	April 1, 2006 to March 31, 2007			April 1, 2007 to March 31, 2008			April 1, 2008 to March 31, 2009			TOTAL HOURS	BURDENED WAGE COST *	
			HRS	YEAR 1 BILLING RATE	DIRECT WAGES	HRS	YEAR 2 BILLING RATE	DIRECT WAGES	HRS	YEAR 3 BILLING RATE	DIRECT WAGES			
1	Principal in Charge	Greg Brown	PB	0	218.00	\$0	0	218.00	\$0	0	218.00	\$0	0	\$0
2	Project/Const. Mgr.	Norm Petersen	PB	0	160.80	\$0	480	160.80	\$77,184	720	160.80	\$115,776	1,200	\$192,960
3	Office Engineer	Laurie Reese	PB	0	66.80	\$0	80	66.80	\$5,344	120	66.80	\$8,016	200	\$13,360
4	Project Controls	John Michalka	PB	0	179.00	\$0	0	179.00	\$0	0	179.00	\$0	0	\$0
5	Labor Compliance	Steven Dang	PB	0	55.20	\$0	0	55.20	\$0	0	55.20	\$0	0	\$0
6	Project Administrator	Wendy Reda	PB	0	68.65	\$0	0	68.65	\$0	0	68.65	\$0	0	\$0
7	Administrative Assist.	TBD	PB	0	63.70	\$0	80	63.70	\$5,096	200	63.70	\$12,740	280	\$17,836
8	LCP Manager	Kathy Smith	PB	0	79.20	\$0	0	79.20	\$0	0	79.20	\$0	0	\$0
9	0	0	PB	0	0.00	\$0	0	0.00	\$0	0	0.00	\$0	0	\$0
10	0	0	PB	0	0.00	\$0	0	0.00	\$0	0	0.00	\$0	0	\$0
				0		\$0	640		\$87,624	1,040		\$138,532	1,680	\$224,158

TOTAL LABOR COST

14,356 hours \$1,572,712

Note: Prevailing Wages apply per California State Law for all inspection positions listed with an *.

PB Americas ESTIMATED DIRECT EXPENSES

Long Beach Parking Structure City of Long Beach

Project Start: 1-Feb-07
 Project End: 31-Mar-09
 Duration (months): 26.3

NOTE : RATES CAN VARY DEPENDING ON ACTUAL USAGE

		UNIT	QTY	UNIT COST (\$)	SUBTOTAL (\$)	TOTAL (\$)
A) LEASED VEHICLES/O&M *						
Ford Explore Principal in Charge	Greg Brown	Hour	352	7.00	\$2,464	
Ford 150 PL Project/Const. Mgr.	Norm Petersen	Hour	5,360	6.55	\$35,108	
Jeep Liberty Office Engineer	Laurie Reese	Hour	3,580	6.25	\$22,375	
Ford Excaped Inspector	John Michalka	Hour	0	6.20	\$0	
Ford Ranger Inspector	Steven Dang	Hour	520	6.20	\$3,224	
Ford Taurus Inspector	Wendy Reda	Hour	104	5.55	\$577	
	Kathy Smith	Hour	120	6.55	\$786	
						<u>\$64,534</u>
B) LOCAL TRAVEL (For employees that are not provided a Company Vehicle)						
Local Travel (Based on IRS standard)		Mile	3000	0.480	\$1,440	
Parking/Tolls		Actual	63	5	\$314	
						<u>\$1,754</u>
C) FIELD EQUIPMENT *						
Survey Equipment Rental (Level, Transit, Rods)		Month	0	150	\$0	
Nextel Cellular Phones		Actual	3	150	\$450	
Monthly Nextel Service		Month	63	100	\$6,273	
						<u>\$6,723</u>
D) TRAVEL & LODGING						
Per Diem Inspector		Day	0	75	\$0	
Per Diem Inspector		Day	0	75	\$0	
						<u>\$0</u>
E) FIELD SUPPLIES						
Digital Camcorder Per Inspector		Actual	1	500	\$500	
Photos		Actual	20	60	\$1,200	
Video Camera/Monitor		Actual	0	1000	\$0	
						<u>\$1,700</u>
F) FIELD OFFICE (minimum ___ SF)						
Lease with Janitorial, Utilities & Security		Months	21	1000	\$21,000	
Trailer Setup/Teardown		Actual	1	2500	\$2,500	
Office Furniture (Used)		LS	1	3000	\$3,000	
Phones (4) plus Installation		LS	1	6000	\$6,000	
Telephone Charges, Voice Mail		Months	0	400	\$0	
DSL Service		Months	20	75	\$1,500	
Photocopier		Months	20	300	\$6,000	
Fax		LS	20	700	\$14,000	
Microwave, Refrigerator		LS	20	500	\$10,000	
Water Service		Months	20	50	\$1,000	
Email Service		Months	20	75	\$1,500	
Misc. Office Equipment/Furniture		LS	1	5000	\$5,000	
						<u>\$71,500</u>
G) COMPUTER						
Laptop Computer (Pentium)		Actual	2	2700	\$5,400	
Laser Printer		Actual	2	800	\$1,600	
Misc. Hardware/Software		Actual	0	1000	\$0	
						<u>\$7,000</u>
H) OFFICE SUPPLIES *						
Initial Supply		LS	1	500	\$500	
Office Supplies		Months	20	500	\$10,000	
Postage/Express Mail		Months	20	150	\$3,000	
						<u>\$13,500</u>
I) MISCELLANEOUS						
Miscellaneous		Actual	1	5000	\$5,000	
Mobilization/Demobilization		LS	1	1500	\$1,500	
						<u>\$6,500</u>
						<u>\$173,210</u>

PREPARED BY N R PETERSEN 2/1/07

EXHIBIT “B”

City’s Representative is:

Phillip Balmeo

EXHIBIT “C”

Materials/Information Furnished: None

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"