

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 February 17, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 18, 2014, by and between RS&H CALIFORNIA, INC., a California corporation with a place of business at 6151 Century Blvd., Suite 1114, Los Angeles, California 90045 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with as-needed airfield construction management and other related services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures using a Request for Qualifications ("RFQ"), attached hereto as Exhibit "A-1", and incorporated by this reference, 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 generally described in the RFQ and more particularly described in Exhibit "A-2", 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 Million One Hundred Fifty-One Thousand Two Hundred Seven Dollars (\$1,151,207), at the rates or charges shown in Exhibit

1 "B".

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

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

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

28 E. Consultant represents that Consultant has obtained all

1 necessary information on conditions and circumstances that may affect its
2 performance and has conducted site visits, if necessary.

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

6 2. TERM. The term of this Agreement shall commence at midnight on
7 January 26, 2015, and shall terminate at 11:59 p.m. on January 25, 2017, unless sooner
8 terminated as provided in this Agreement, or unless the services or the Project is
9 completed sooner. The parties have the option to extend the term for two (2) additional
10 one-year periods.

11 3. COORDINATION AND ORGANIZATION.

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

20 B. The parties acknowledge that a substantial inducement to City
21 for entering this Agreement was and is the reputation and skill of Consultant's key
22 employee, Steve Stroh. City shall have the right to approve any person proposed
23 by Consultant to replace that key employee.

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

1 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
2 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
3 Consultant's compensation, b) City will not secure workers' compensation or pay
4 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
5 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
6 of City employees. Consultant expressly warrants that neither Consultant nor any of
7 Consultant's employees or agents shall represent themselves to be employees or agents
8 of City.

9 5. INSURANCE.

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

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

1 commissions, and their officials, employees and agents. This policy shall
2 be endorsed to state that the insurer waives its right of subrogation
3 against City, its boards and commissions, and their officials, employees
4 and agents.

5 (b) Workers' Compensation insurance as required by the California
6 Labor Code and employer's liability insurance in an amount not less than
7 \$1,000,000. This policy shall be endorsed to state that the insurer waives
8 its right of subrogation against City, its boards and commissions, and their
9 officials, employees and agents.

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

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

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

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

28 D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than one hundred eighty (180)
2 days, commencing on the date this Agreement expires or is terminated, unless
3 Consultant guarantees that Consultant will provide to the 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 E. Consultant shall require that all subconsultants or contractors
7 which Consultant uses in the performance of these services maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk
9 Manager or designee.

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

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

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

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

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

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed, or assembled by Consultant or furnished to Consultant in
28 connection with this Agreement, including but not limited to documents, estimates,

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

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

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

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

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

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

25 15. LAW. This Agreement shall be governed by and construed pursuant
26 to the laws of the State of California (except those provisions of California law pertaining
27 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
28 regulations of and obtain all permits, licenses, and certificates required by all federal,

1 state and local governmental authorities.

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

5 17. INDEMNITY.

6 A. Consultant shall indemnify, protect and hold harmless City, its
7 Boards, Commissions, and their officials, employees and agents ("Indemnified
8 Parties"), from and against any and all liability, claims, demands, damage, loss,
9 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
10 costs and expenses, including attorneys' fees, court costs, expert and witness
11 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
12 whole or in part, out of or in connection with (1) Consultant's breach or failure to
13 comply with any of its obligations contained in this Agreement, or (2) negligent or
14 willful acts, errors, omissions or misrepresentations committed by Consultant, its
15 officers, employees, agents, subcontractors, or anyone under Consultant's control,
16 in the performance of work or services under this Agreement (collectively "Claims"
17 or individually "Claim").

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

27 C. If a court of competent jurisdiction determines that a Claim
28 was caused by the sole negligence or willful misconduct of Indemnified Parties,

1 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

11 E. The provisions of this Section shall survive the expiration or
12 termination of this Agreement.

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

15 19. NONDISCRIMINATION.

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

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-owned Business Enterprises in City's
28 procurement process, and Consultant agrees to use its best efforts to carry out

1 this policy in its use of subconsultants and contractors to the fullest extent
2 consistent with the efficient performance of this Agreement. Consultant may rely
3 on written representations by subconsultants and contractors regarding their
4 status. Consultant shall report to City in May and in December or, in the case of
5 short-term agreements, prior to invoicing for final payment, the names of all
6 subconsultants and contractors hired by Consultant for this Project and information
7 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
8 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
9 637).

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

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

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

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

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

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

4 E. If the City determines that the Consultant has set up or used
5 its contracting entity for the purpose of evading the intent of the EBO, the City may
6 terminate the Agreement on behalf of the City. Violation of this provision may be
7 used as evidence against the Consultant in actions taken pursuant to the
8 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
9 Responsibility.

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

18 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

25 C. Consultant warrants that the Data does not violate or infringe
26 any patent, copyright, trade secret or other proprietary right of any other party.
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
2 whether or not reduced to judgment, arising from any breach or alleged breach of
3 this warranty.

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

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

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

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

28 27. ADVERTISING. Consultant shall not use the name of City, its

1 officials or employees in any advertising or solicitation for business or as a reference,
2 without the prior approval of the City Manager or designee.

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

7 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
8 designed to or entered for the purpose of creating any benefit or right for any person or
9 entity of any kind that is not a party to this Agreement.

10 30. FEDERAL AVIATION ADMINISTRATION REQUIRED
11 PROVISIONS. Consultant shall comply with the Federal Aviation Administration
12 Required Provisions, attached to this Agreement as Exhibit "E" and incorporated by this
13 reference, and in the event of a conflict between this Agreement and Exhibit "E", the
14 provisions of Exhibit "E" shall control.

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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.

RS&H CALIFORNIA, INC., a California corporation

March 10th, 2015

By Joseph P. Jackson
Name Joseph P. Jackson
Title President

March 12, 2015

By Kenneth R. Jackson
Name Kenneth R. Jackson
Title Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 18, 2015

By T. B. [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on March 17, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A-1”

Request for Qualifications AP13-030

&

Task Order 002



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

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

Release Date: May 20, 2013

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

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

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

See Page 12, for instructions on submitting qualifications.

Services Offered: Architectural Engineering Planning
 Construction Management Other: _____

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

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

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

Signed _____

Print Name & Title _____



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

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 Appendix E SCOPE OF SERVICES SAMPLES
 Appendix F CONSULTANT SERVICES FEE SAMPLE
 Appendix G AIRFIELD GEOMETRY RECONFIGURATION PROJECTS
 Appendix H PASSENGER EXPERIENCE PROGRAM



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

1. OVERVIEW OF SERVICES

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

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

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

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



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2. ACRONYMS/DEFINITIONS

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

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



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



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3. SCOPE OF SERVICES

Background

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

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

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

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

Scope

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



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3.2.1 Aviation planning services. This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

- a. Design study to establish the framework and detailed work program.
- b. Airport data collection and facility inventories.
- c. Aeronautical activity forecasts and demand / capacity analyses.
- d. Facility requirements determination.
- e. Airfield modeling for capacity and delay.
- f. Airport layout and terminal area plan development.
- g. Airport noise studies under 14 CFR parts 150 and 161.
- h. Compatible land-use planning in the vicinity of airports.
- i. Airport site selection studies.
- j. Airport development schedules and cost estimates.
- k. Airport financial planning and benefit cost analysis.
- l. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
- m. Environmental assessments (EA), environmental impact statements (EIS), Categorical Exclusions (Extraordinary Circumstances submissions), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
- n. Airspace analysis.

3.2.2 Architectural / Engineering services for airport development projects. This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in section 3-3. The basic services are usually conducted in, but are not limited to, the four distinct and sequential phases summarized below:



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- a. **Preliminary Phase.** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
 1. Conferring with the City on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
 2. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
 3. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

- b. **Design Phase.** This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:
 1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
 2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
 3. Preparing necessary engineering reports and recommendations.
 4. Preparing detailed plans, specifications, cost estimates, design schedules, and construction schedules.
 5. Preparing construction safety plans.
 6. Preparing construction phasing plans.
 7. Printing and providing necessary copies of engineering drawings and contract specifications.

- c. **Bidding and Negotiation Phase.** These activities are sometimes considered part of the construction phase. They involve assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.



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



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



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



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4. **SUBMITTAL INSTRUCTIONS**

4.1 Mandatory pre-submittal conference

Date: June 5, 2013

Time: 10:00 am

Location: Long Beach Airport
 Airport Information Center
 Conference Room
 4135 Donald Douglas Drive
 Long Beach, CA 90808

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

4.2 RFQ Timeline

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

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



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

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

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

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



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5. EVALUATION AND SELECTION PROCESS

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



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



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



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



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6. **SERVICES SPECIFICATIONS**

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



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

7. WARRANTY / MAINTENANCE AND SERVICE

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



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8. COMPANY BACKGROUND AND REFERENCES

8.1 PRIMARY CONTRACTOR INFORMATION

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

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

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does the SOQ include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Consultant must:

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

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



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- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.
- 8.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subcontractors used for this project. The contract resulting from this RFQ shall include a plan by which the City will be notified of such payments.
- 8.2.1.5 Primary consultant shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3 REFERENCES

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

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

8.4 BUSINESS LICENSE

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



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9. **COST**

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

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



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

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

9.6.5 Interest on borrowed capital.

9.6.6 Bonus payment for early completion of work.

10. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

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

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding \$25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29

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

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



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

11. TERMS, CONDITIONS AND EXCEPTIONS

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



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



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

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

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



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

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

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

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

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



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**Attachment A
 CERTIFICATION OF COMPLIANCE WITH
 TERMS AND CONDITIONS OF RFQ**

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH

I have read, understand and agree to comply with the terms and conditions specified in this Request for Qualifications. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

Statement of Non-collusion

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

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

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

Authorized signature and date

Print Name & Title

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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Attachment C

Debarment, Suspension, Ineligibility Certification

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

This certification is required by federal regulations implementing Executive Order

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

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

 Signature of Authorized Representative

 Title of Authorized Representative

 Business/Contractor/ Agency

 Date

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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Acceptance of Certification

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

Instructions for completing the form, *Attachment –Debarment Certification*

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

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



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Attachment D

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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Attachment D

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (S-disregarded entity, C-corporation, P-partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		Social security number : : :
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		or Employer identification number : :
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,		
Cat. No. 10231X		Form W-9 (Rev. 10-2007)



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ATTACHMENT E

Equal Benefits Ordinance Compliance Form

[Disclosure and Compliance forms must be signed and dated]

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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



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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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

Section 1. CONTRACTOR/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

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

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

COMPLETED FORM - ON FILE WITH CITY OF LONG BEACH



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

ATTACHMENT F

PRO-FORMA AGREEMENT

REPLACED BY AGREEMENT - REMOVED FOR CLARITY



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



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

May 23, 2014

RFQ No. AP13-030

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

Notice to Selective Qualified Firms:

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

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

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

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

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



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

RFQ AP 13-030

TASK ORDER 002

ATTACHMENT A

GENERAL

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

PROJECT DESCRIPTION AND TASK OVERVIEW

The Airport Consultant shall be responsible for providing a management system that ensures quality of work, materials, and services.

A special condition is required in all AIP grants which contain paving work estimated to exceed \$250,000. The special condition requires the sponsor to furnish a detailed construction management plan to the FAA for approval before the start of construction. The paving work estimated cost includes the subgrade, base courses and pavement course(s). The plan should detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control and acceptance tests required by the Sponsor Certified Specifications for the particular project.

The airport sponsor (owner) has primary responsibility for supervision and inspection of construction work under the AIP. The consultant, on behalf of the City, shall monitor construction in the field to ensure the construction is per the Plans and Specifications and shall prepare weekly Construction Progress and Inspection reports per FAA AC 150/5370-6D.

In order to ensure AIP grant funded projects are constructed per the FAA specifications, the City requires an effective and efficient source for QA. Quality assurance in construction involves planned and systematic actions necessary to provide confidence that the finished product will be satisfactory. The selected consultant shall develop and provide a Quality Assurance Project Plan (QAPP) outlined in their proposal. This shall include, but is not limited to, reviewing and providing a written response to all relevant incoming submittals during mobilization and throughout construction. The response shall indicate whether the submittal is approved or denied and signed by a licensed civil or geotechnical engineer.

Additionally, the Consultant shall also be responsible for all QA testing required during construction. A quality QA consultant will determine if material placed and constructed meet



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the specifications. This shall be performed in a timely fashion which will enable the City to make informed decisions quickly. This will include, but is not limited to, taking core samples and performing laboratory testing per the specifications. A contact representative shall be available at all time to be in communication with the City's assigned inspector. The QA consultant will be required to have a representative attend weekly construction meetings as deemed necessary by the City.

The construction phase includes all activities required after the award of a construction contract. The selected consultant will represent the City and has overall responsibility for reporting on the acceptability and quality of the work per FAA AC 150/5370-12A.



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OBJECTIVE:

1. Construction Management

The City is seeking the services of a Consultant to provide construction management as follows:

- A. Develop and submit a construction management plan. The CMP shall cover 1.) Introduction/scope, 2.) Personnel, 3.) Inspection Procedures and Frequencies, 4.) Submittal Process, 5.) Quality Control Testing, 6.) Acceptance Testing, 7.) Test Results, 8.) Final Test and Quality Control Report.
- B. Review submittals/shop drawings and provide a written response signed by a licensed civil engineer. Submittals shall note whether approved or denied.
- C. Review RFI's and provide a written response.
- D. Develop and maintain a Master Schedule.
- E. Change order support.
- F. Assist with differing agency coordination.
- G. Attend weekly construction meetings and site visits as needed.
- H. Provide all necessary FAA close out documents and prepare Record Drawings.

2. Inspection

The City is seeking the services of a Consultant to provide inspection as follows:

- A. Provide in field inspection services for ongoing construction.
- B. Provide weekly written inspection reports with pictures per FAA AC 150/5370-6D.
- C. Monitor the progress relative to the master schedule.
- D. Measure and track quantities for progress payments.
- E. Coordinate all necessary infield testing. Ensure that all testing required by the specification is performed.
- F. Attend weekly construction meetings and site visits as needed.
- G. Maintain a daily diary of for all pertinent data.
- H. Submit all necessary FAA close out documents and Record Drawings.



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3. Airfield Materials and Laboratory Testing and Airport QA

The City is seeking the services of a Consultant to provide geotechnical laboratory and materials testing as follows:

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

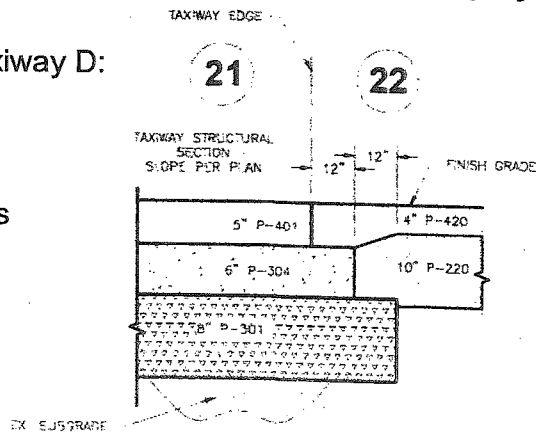
4. Prepare a general project proposal for the tasks listed above for the project listed below

Improvements to Taxiway J West of Taxiway D:

Length: 5,000'

Width: 75' wide with 30' shoulders

Construction Duration: 368 working days



TYPICAL TAXIWAY J STRUCTURAL AC SECTION AND TAXIWAY SHOULDER SECTION INTERFACE DETAIL

EXHIBIT "A-2"

Scope of Work

Long Beach Airport



Taxiway J Improvements Construction Phase Services

Project Proposal

RS&H

RS&H California, Inc
6151 Century Blvd, Suite 1114
Los Angeles, CA 90045
(310) 692-2050


By: Joseph P. Jackson, Vice President

January 14, 2015 Version 4.0

I. INTRODUCTION

The City of Long Beach (City), owner and operator of the Long Beach Airport (LGB) has identified the need to make improvements to Taxiway J west of Taxiway D, at the Long Beach Airport. The City has asked RS&H California, Inc. (Consultant) to prepare a proposal for construction management, inspection, and laboratory testing services for the proposed work.

II. SCOPE OF WORK

The scope of services for this work consists of three primary elements; Construction Management, Inspection, and Airfield Materials and Laboratory Testing and Airport QA. The scope of work is based on a construction duration of 368 working days (approximately 74 weeks).

Task A Construction Management

The construction manager will provide the following services:

Task A.1 Develop and submit a construction management plan (CMP)

The RS&H Construction Manager will develop a CMP for the subject project. A CMP is required on all projects receiving FAA funding that include at least \$250,000 in paving costs. The CMP provides an overview of the project and demonstrates to the FAA that the project will be constructed in a manner that will result in a quality project. The elements that will be included in the CMP are:

- Introduction/scope
- Personnel
- Inspection Procedures and Frequencies
- Submittal Process
- Quality Control Testing
- Acceptance Testing
- Test Results
- Final Tests and Quality Control Report.

Task A.2 Review submittals and shop drawings

All Contractor submittals will be reviewed by a licensed engineer and will consult with the Engineer of Record. The submittals will be compared against the contract plans and specifications to determine if they meet the minimum requirements of the contract documents and will apply to the current field conditions. A written response that either approves or rejects the submittal will be signed by a licensed civil engineer.

Task A.3 Review and response to Contractor's Request for Information (RFI)

Each RFI submitted by the Contractor will be reviewed by a licensed engineer and will consult with the Engineer of Record. A signed written response will be provided that addresses the subject of the RFI, and provides a solution that promotes the economical and efficient construction of the project.

Task A.4 Develop and maintain a Master Schedule

A master schedule will be developed for the purpose of establishing a baseline schedule for the project. It will include the contractual dates for the Notice to Proceed, the duration of each construction phase, and total contract duration. The schedule will be used to track the Contractor's construction schedule and evolving three week look ahead schedule.

Task A.5 Change Order Support

Each change order request will be reviewed against the requirements of the construction documents and existing field conditions. The change order request will consult with the Engineer of Record. A

recommendation will be made concerning the validity of the change request, and potential solutions to implement in the project.

Task A.6 Assist with differing agency coordination

The RS&H Construction Manager will facilitate communication with various stakeholders during construction. Stakeholders such as airport tenants or other Contractors that may be affected by construction activities will be informed of the construction schedule to help coordinate construction activities to limit the impact of each stakeholder.

Task A.7 Attend weekly construction meetings and site visits

The RS&H Construction Manager will lead regularly scheduled progress meetings between the Contractor and the owner's management team. An organized agenda will be developed and followed each week to monitor all aspects of the project. By attending weekly construction progress meetings, and visiting the construction site as necessary, the construction progress can be tracked which promotes a quality project and an efficient project schedule.

Task A.8 Provide all necessary FAA close out documents and prepare Record Drawings

Once a project is successfully completed, the RS&H Team will produce record drawings to document the current conditions of the airport. The record drawings will be based on the red line drawings that are maintained by the Contractor throughout the duration of the project.

Task B **Inspection**

It is assumed that construction work day will consist of single 8-hour shifts. The Inspector will provide the following services:

Task B.1 Provide in field inspection services for ongoing construction

The RS&H Inspector will review the elements of work and compare it against the requirements of the construction documents. Any deviation from the construction documents will be forwarded to the owner and construction manager.

Task B.2 Provide weekly written inspection reports with pictures per FAA AC 150/5370-6D

The RS&H Inspector will create weekly reports with pictures to document the progress of construction. They are an invaluable tool for reviewing the history of the construction work which supports the successful resolution of potential claims. The reports will meet the requirements of FAA AC 150/5370-6D

Task B.3 Monitor the progress relative to the master schedule

The RS&H Inspector will maintain a current copy of the master schedule and track the progress of construction. The Inspector will report on the progress during the weekly progress meetings.

Task B.4 Measure and track quantities for progress payments

All quantities will be recorded by the RS&H Inspector and confirmed by the Contractor. The official quantities are used to develop the progress payments to the Contractor. The Inspector's documented quantities will be used as a baseline for any change order requests that the Contractor may submit.

Task B.5 Coordinate all necessary infield testing

The RS&H Inspector will ensure that all testing required by the specifications is performed. The Inspector will coordinate any testing that is required by the Contractor or for any independent quality assurance testing.

Task B.6 Attend weekly construction meetings

The RS&H Inspector will provide input during the weekly construction progress meetings to inform the attendees of any details of work that was performed.

Task B.7 Maintain a daily diary of for all pertinent data

A daily diary will be kept as a basis for the weekly inspection reports and to record any construction data that may be required in the future.

Task B.8 Submit all necessary FAA close out documents and Record Drawings

A record of changes to the construction documents will be maintained to create the record drawings at the end of the project. All required FAA documentation will be maintained during construction and supplied for delivery to the FAA at the end of the project.

Task C **Airfield Materials and Laboratory Testing and Airport QA**

Please see attached scope of work provided by Kleinfelder, Inc.

Task D **Pre-Paving Workshop and Asphalt Mix Design Evaluation**

Task D.1 Pre-Paving Workshop

Within ten days of the submittal of the mix design, Roy D. McQueen and Associates, Inc. (RDM) will present a half-day pre-paving workshop for the project on the "Airfield Asphalt Pavement Construction Best Practices" published by the Airfield Asphalt Pavement Technology Program (AAPTTP). The location for the workshop will be determined at the pre-construction meeting. It is mandatory that the Contractor and his/her representatives listed below attend the workshop. The dates for the workshop will be scheduled after the project is awarded and prior to the start of paving, and will be as directed by the Engineer. Mandatory Contractor attendees include: Project Manager, Contractor Quality Control (CQC) Project Engineer/Pavement Engineer; CQC Manager; CQC Assistants; CQC Testing Lab; Paving Superintendent; and Paving Foremen.

Task D.2 Asphalt Mix Design Evaluation and asphalt expertise during construction.

RDM will provide a detailed evaluation of the asphalt mix design submittal, based on the requirements of the specifications, and as detailed in the pre-paving workshop. RDM will also be available during construction to provide support and expert opinion on issues related to the placement of the pavement.

III. SCHEDULE

The work effort as scoped is anticipated to last approximately 19 months from the Notice to Proceed date.

IV. TERMS

If approved, this proposal shall serve as the scope and fee for Task Order 1 associated with a new on-call Construction Management contract with the City of Long Beach. The contract number will be assigned following successful execution of the Contract. The services for Task A through D will be billed on a time and materials basis. Labor will be billed at the approved rate for each staff classification. Expenses will be billed at actual cost. Invoices will be submitted monthly.

IV. PROJECT COSTS

RS&H will perform all tasks included in the scope of work listed above for a not to exceed fee of \$1,151,207

EXHIBIT "B"

Rates or Charges

Long Beach Airport
Taxiway J Improvements
Project Costs

Staff Classification	Project Officer	QA/QC Manager	Project Manager	Engineer	Inspector			LABOR COST SUMMARY	
Cost (Rate + Overhead)	300.81	287.09	262.29	154.94	116.65				
Fixed Fee	\$24.06	\$22.97	\$20.98	\$12.40	\$14.00				
PROJECT TASKS (LABOR)									
Task A - Construction Management									
A.1 Develop and submit a construction management plan	2	8	40	20	16				
A.2 Review submittals and shop drawings			55	11					
A.3 Review and response to contractor's RFIs	2	4	80	20					
A.4 Develop and maintain a Master Schedule	1	4	74	16					
A.5 Change order support	2	4	67	15					
A.6 Assist with differing agency coordination	8		60	8					
A.7 Attend weekly construction meetings and site visits			258	65					
A.8 Provide close out documents & Record Drawings	1	8	20	40					
Subtotal - Man-Hours	16	28	654	195	16				
Subtotal - Labor Costs	\$4,813	\$8,039	\$171,538	\$30,151	\$1,866			\$216,407	
Subtotal - Fixed Fee	\$385	\$643	\$13,723	\$2,412	\$224			\$17,387	
Task B - Inspection									
B.1 Provide in field inspection services					2764				
B.2 Provide weekly written inspection reports with pictures			36		included in B.1				
B.3 Monitor the progress relative to the master schedule					included in B.1				
B.4 Measure and track quantities for progress payments			36		included in B.1				
B.5 Coordinate all necessary infield testing					included in B.1				
B.6 Attend weekly construction meetings as needed					included in B.1				
B.7 Maintain a daily diary of for all pertinent data			36		included in B.1				
B.8 Submit all necessary FAA close out documents					80				
Subtotal - Man-Hours	0	0	108	0	2844				
Subtotal - Labor Costs	\$0	\$0	\$28,327	\$0	\$331,753			\$360,080	
Subtotal - Fixed Fee	\$0	\$0	\$2,266	\$0	\$39,810			\$42,076	
TASK A and B SUBTOTAL - RS&H LABOR								\$576,487	
TASK A and B SUBTOTAL - FIXED FEE								\$59,464	
DIRECT EXPENSES									
REPRODUCTION									
	# Pages	Rate							
Project Documentation (8.5" x 11" black and white)	1000	\$0.10							\$100
TRAVEL									
	# Miles	Rate Per Mile							
Milage	17,800	\$0.50							\$8,900
Equipment									
	# Months	Rate Per Month							
One Vehicle	17	\$1,500							\$25,500
Mobile Phone/Air Card	17	\$150							\$2,550
Field Supplies							\$2,005		
								\$2,004	
SUBTOTAL - DIRECT EXPENSES								\$39,055	
RS&H LABOR, FIXED FEE, AND DIRECT EXPENSE TOTAL \$									675,005
Task C - Airfield materials and Laboratory Testing and Airport QA (See Kleinfelder's attached scope and fee)									SUBTOTAL - TASK C \$464,499
Task D - Pavement Workshop and Pavement Review (Roy D. McQueen and Assoc.)									
	Cost (Rate + Overhead)	Pavement							
		\$242.58							
D.1 Pavement Workshop							20		
D.2 Asphalt mix design and construction support							20		
Total Labor Hours						40			
						Subtotal - Labor	\$9,703		
Direct Expenses (Airfare, Reproduction, Etc.)						Subtotal - Expenses	\$2,000		
SUBTOTAL - TASK D								\$11,703	
PROJECT TOTAL									\$1,151,207

RS&H 2014-2018 Rate Schedule
 for
 City of Long Beach Department of Financial Management
 Architectural, Engineering, Planning, Construction Management,
 and Specialized Professional Services for Various On-Call Projects
 at the Long Beach Airport
TASK ORDER 002 - On-Call Construction Management Services

Employee Category	Hourly Rate	Overhead Rate		Subtotal	Profit		Fully Burdened Rate						Multiplier
		Home Office (178.06%)	Modified Home Office (147.17%)		Home Office (8%)	Modified Home Office (12%)	4/1/2014 to 3/31/15	4/1/2015 to 3/31/16	4/1/2016 to 3/31/17	4/1/2017 to 3/31/18	4/1/2018 to 3/31/19		
Principal	\$105.03	\$187.02		\$292.05	\$23.36		\$315.41	\$324.87	\$334.62	\$344.66	\$355.00	3.00	
Senior Engineer - QA/QC	\$100.24	\$178.49		\$278.73	\$22.30		\$301.03	\$310.06	\$319.36	\$328.94	\$338.81	3.00	
Project Manager	\$91.58	\$163.07		\$254.65	\$20.37		\$275.02	\$283.27	\$291.77	\$300.52	\$309.54	3.00	
Constructability Review	\$54.10	\$96.33		\$150.43	\$12.03		\$162.46	\$167.34	\$172.36	\$177.53	\$182.86	3.00	
Inspector	\$45.82		\$67.43	\$113.25		\$13.59	\$126.84	\$130.65	\$134.57	\$138.61	\$142.76	2.77	

Notes:
 Annual rate escalation is based on 3.0% per year



6151 Century Blvd
Suite 1114
Los Angeles, CA 90045
Phone: 310-692-2050

Mr. Stephan Lum
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808
(562) 570-2682

January 14, 2015

RE: Proposed Rate Schedule – CM Services

Dear Mr. Lum,

RS&H is pleased to provide the attached revised rate schedule for On-Call Construction Management Services.

Based on your email request and two phone conversations, we have made the following revisions and clarifications:

- We included a "Home Office" and "Modified Home Office" category for the rate and profit. The inspector will fall under the "Modified Home Office" category. All other classifications will fall under the "Home Office" category.
- We will limit the annual escalation of the rates to 3% per year. We will clarify that the rate increases will happen on April 1st of each year.
- We will limit the Multiplier to a 3.0

The Modified Home Office overhead rate is calculated by starting with the Home Office overhead rate, and removing all costs associated with the office. These costs include:

- Office facilities and Equipment
- Depreciation and amortization of the facilities and equipment
- Office supplies
- Postage and delivery

The remaining costs represent the Modified Home Office overhead costs.

Thank you for the opportunity to do business with the Long Beach Airport. Please let me know if you have any questions or comments.

Page 2 of 2

With Regards,

A handwritten signature in cursive script that reads "Joseph P. Jackson". The signature is written in dark ink and is positioned above the printed name.

Joseph P. Jackson
Vice-President



November 21, 2014
Revised December 15, 2014

File: MT150526.001P

Mr. Steve Stroh, P.E.
Los Angeles Aviation Office Leader
RS&H
6151 W. Century Blvd., Suite 1114
Los Angeles, CA 90045

**SUBJECT: Fee Proposal for Quality Assurance (QA)
Materials Testing and Observation Services
Taxiway "J" Improvements, West of Taxiway D
Long Beach Airport, AIP No. 3-06-0127-41
Long Beach, California**

Dear Mr. Stroh:

Kleinfelder Inc., (Kleinfelder) is pleased to present this proposal to provide quality assurance (QA) materials testing and observation services for the subject project. This proposal contains our understanding of the project, scope of work, and estimated fees.

This proposal may be subject to modification upon receipt of an approved construction schedule, modifications to plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to construction scheduling or convenience. Included in this proposal is a discussion of our understanding of the project, the scope of services we anticipate to provide on the project, an estimate of our efforts and fees, and our project limitations.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, contract terms and conditions may result in changes to the risks assumed by the client, as well as potential adjustments to our fees.

Kleinfelder operates an ASTM D3666 qualified laboratory. All work performed on the project will be under the supervision of our approved laboratory. The lead technician assigned by Kleinfelder will be properly qualified and will be under the supervision of a registered professional engineer.

PROJECT UNDERSTANDING

We understand that the City of Long Beach – Long Beach Airport is planning improvements to Taxiway "J", west of Taxiway "D" (Base Bid), and east of Taxiway L (Alternate A), located at the Long Beach Airport, Long Beach, California. The contract documents indicate that construction improvements to Taxiway J are planned to be completed in 368 working days and includes an alternate A for improvements east of Taxiway L.

In general, the planned construction will consist of the improvement of a 75-foot wide section of the taxiway 5000 linear feet in length and adjoining 30-foot wide shoulders. Construction activities for the taxiway and shoulders are generally from station 10+50 to 74+00 as identified on the project plans. Construction activities will include demolition and removal of the existing structural section, preparation and compaction of the subgrade soils, placement of a new structural section consisting of asphalt concrete placed on cement treated base and soil cement base as well as storm drain improvements, lighting and stripping.

The planned structural section for the taxiway will include construction of an 8-inches section of compacted P-301 (soil cement base) followed by subsequent placement and compaction of 6-inches of P-304 (cement treated base), and 5-inches of P-401 (plant mixed bituminous asphalt). Additionally, the taxiway shoulders will include a 4-inch section of (asphalt concrete), underlain by 10-inches of P-220 (aggregate) base rock.

SCOPE OF SERVICES

We have developed the following scope of services based on our current understanding of the project, our review of the structural section presented in project plans, contract documents and specifications, and previous experiences at Long Beach Airport. At the time of our proposal preparation, an approved contractor construction schedule was not available for our review.

The scope of work will generally consist of the following:

Attend Construction Meetings

A senior project professional will attend the pre-construction conference for the project. Additionally, we have budgeted hours to attend weekly project meetings during on-site construction activities.

Submittal Review

We anticipate an engineering review of the contractor's submittals for the plant mixed bituminous materials (P-401 and P-420), crushed miscellaneous aggregate base (P-202), cement treated base (P-304), soil cement base (P-301), and "Quality Control Manual" (QCM) to check for conformance with the project plans and specifications. Following each review, we will document our findings and conclusions in a summary letter for your use. Our review of each submittal does not include consultation/assistance in developing alternative job mix formulas for the project.

Observation and Testing During Earthwork, Cement Treatment, Base Rock Placement

Our field representative will observe the contractor's procedures and perform compaction testing, moisture contents, and thickness determinations during placement and compaction of subgrade soils, cement treated materials and aggregate base rock. Additionally, bulk samples of the construction materials will be collected from onsite locations for required laboratory testing.

During cement treatment activities our representative will perform the following onsite services:

- Monitor spread rates
- Perform depth checks of the treated soils
- Perform onsite moisture density/optimum moisture (check points)
- Perform in-place compaction testing
- Monitor hydration time (blending to final compaction time limits)

Our representative will provide the previously mentioned observations and testing during construction activities. Daily field reports summarizing our observations and tests will be prepared for submittal and review by the project inspector. We anticipate our services will be required on a near continuous basis during these construction activities.

Observation and Testing Asphalt Concrete

We have budgeted for the project to be paved in ten, 10-hour working days during full production paving activities with an additional five days of production requiring 8-hours per day. Our fee estimate anticipates two days will be required to produce and place two test sections for the P-401 and two days for production and testing of the P-420 asphalt concrete.

During P-401 asphalt production operations, we will supply one full time technician to sample composite materials from the site during placement activities. All samples collected will be placed in insulated containers and transported to our Long Beach laboratory for required testing. We have estimated that five round-trips per day (one for each for each of four production sub-lots and one trip to collect cores), will be required during full-production activities. We have not included man-hours for placement inspection activities, marking of core locations or straightedge checking of the completed mat. However, we have budgeted for one onsite inspection during the initial test strip production and placement of the P-401 material by a staff professional.

Our laboratory technical staff will perform quality assurance testing and calculate percent air voids, Voids in Mineral Matter (VMA), Voids Filled with Asphalt (VFA) and percent in-place compaction based on results of QA and QC test results and cores collected from the contractor during production of P-401 materials. We will prepared and submit daily summaries of our test results following completion and engineering review.

During preparation of our proposal and fee estimate we anticipated the contractor will extract cores for unit weight determinations and notify our staff upon extraction to minimize stand-by time of our staff. We anticipate the contractor's quality control staff will provide results of

moisture content, asphalt content and aggregate gradings and other quality control information to our laboratory at the end of each production day for our review. Additionally, we anticipate that all contractor supplied core specimens will be labeled with appropriate lot and subplot number and will have associated location documentation for our use at the time of onsite collection. We assume that random sampling plans will be prepared and provided by others for use during production activities.

We have included man-hours to sample the (P-420) asphalt concrete during production for non-critical areas. In general, we anticipate our representative will provide near continuous monitoring and nuclear gauge density testing of the material during rolling operations. Additionally, our representative will collect composite samples for laboratory stability value (S-value), test maximum density, binder content and grading analysis. Daily observation reports and laboratory test results will be prepared for engineering review, approval, and submittal to the on-site project inspector following completion.

Observation and Testing of Portland Cement Concrete

Our field representative will sample Portland cement concrete as requested by the project inspector. We anticipate minimal placements during construction will be required and that placement will be performed in conjunction with other construction activities. Therefore, additional call-outs for observations and sampling of these materials will not be necessary.

During placement activities, our technical staff will sample the composite material, document ambient and concrete temperatures, perform consistency checks and cast compressive strength specimens for laboratory strength determinations.

Laboratory Testing

We anticipate during construction activities samples of the engineered fill/soil cement materials and aggregate base rock, and asphalt concrete will require laboratory testing. This testing may include laboratory maximum density/optimum moisture content determination, thickness determinations, liquid limit/plasticity index, aggregate gradations, wet dry and fry thaw, Marshall unit weight, stability and flow, unit weight of extracted core specimens, theoretical maximum specific gravity, stability (S-value), asphalt maximum density, binder content and extraction (P-420 material only), and compressive strength testing cement treated materials, and Portland cement concrete.

We have not included fees for preparation of asphalt or cement treated base course mix designs or other quality control testing required for contractor submittals. However, these services can be provided upon request and will be invoiced on a time and expense basis.

An engineering review and summary report will be prepared and submitted on laboratory testing performed in our facilities.

Project Supervision and Final Report

During the course of the project, we will supervise the activities of our personnel, make periodic observations, and review test results. Supervision will include an on-site visit by senior personnel on the initial day of P-401 paving, which is critical to a successful project, and

attendance at weekly construction meetings. We have not budgeted for resolution of conflicts or consultation relative to development of alternative construction procedures/materials or mix performance(s). As required, a project communication/distribution plan, Quality Assurance Project Plan (QAPP), and a final summary report (including two hard copies and one CD) of our observations and test results will be prepared and submitted for the project.

ESTIMATED FEE

We have estimated a fee of \$464,499.00 to provide these services. This fee estimate does not include fees to provide aggregate quality testing on proposed mix design and/or job mix formula (JMF) materials proposed for use by the contractor. However, we can provide these services upon your request and receipt of appropriate authorization.

Our services will be provided on a Not-to-Exceed basis in accordance with our attached Table 1 (Kleinfelder Estimated Fees) and attached Kleinfelder 2014-2017 Fee Schedule. The 2014 "Fully Burdened" rates will remain in effect throughout the duration of this project. Additional services not included in our assumptions will be provided on a time-and-expense basis in accordance with our 2014 Fee Schedule hourly rates and fees set forth in this proposal. We have attempted to be realistic in our estimates; please note that our estimated fee was prepared based primarily on our experience with similar projects. We will attempt to coordinate our services with you to efficiently service the project.

Our total estimated costs will be determined by the contractors schedule and the identified rates for the project. We have assumed the following in preparation of our proposed rates and scope of services:

1. Work will be performed five days per week, Monday through Friday and may include periodic nightwork;
2. Our project manager will provide weekly test summaries;
3. Prevailing wages laws will be required for our technical staff.

It should be noted that, as currently proposed, services exclude:

1. Supervision, direction, or acceptance of the contractor's work;
2. Interpretation or modification of the project plans or specifications;
3. Submittal of test results or reports to any regulatory agency (unless specifically requested by the client in writing);
4. Acceptance of geotechnical engineer-of-record; and
5. Job site safety (we will conduct our activities in accordance with the client's safety procedures and our internal safety processes).

LIMITATIONS

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinion and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 90 days from the date of the proposal, unless a longer period is specifically required in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

CLOSURE

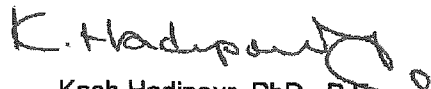
We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If there is a need for any change in the scope of service or schedule described in this proposal, or if you have any questions or require additional information, please contact us at 949-289-2115.

Respectfully submitted,

KLEINFELDER, INC.



Rick Bell
Project Manager



Kash Hadipour, PhD., P.E.
VP, National Aviation Lead

RB:KH:lam

Attachments: Fee Estimate
Kleinfelder 2014-2017 Fee Schedule

ATTACHMENTS

KLEINFELDER ESTIMATED FEES
Taxiway J Improvements West of Taxiway D (Including East of Taxiway L)
Long Beach Airport
Materials Testing and Observation Services

Attend Construction Meetings	# of units	unit type	@	Rate	Totals
Pre-Construction	4	hours	@	\$171.50	\$ 686.00
<i>(Project Manager)</i>					
Weekly Meetings	148	hours	@	\$171.50	\$ 25,382.00
<i>(Project Manager/Staff Professional)</i>					
				ESTIMATED COST	\$ 26,068
Submittal Review					
Submittal Review	# of units	unit type	@	Rate	Totals
Mix Design, JMF Review and Quality Control Manual	6	each	@	\$450.00	\$ 2,700.00
<i>(Figure 6 ea.)</i>					
				ESTIMATED COST	\$ 2,700
Earthwork & Aggregate Base Rock (On site)					
Earthwork & Aggregate Base Rock (On site)	# of units	unit type	@	Rate	Totals
Soils/Base Technician (Regular Hours)	2480	hours	@	\$120.73	\$ 299,410.40
<i>(Figure 62 weeks @ 40 hours each)</i>					
Sample Coring/Pick-up	80	ea	@	\$81.84	\$ 6,547.20
<i>(Figure 20 days @ 4 hours each)</i>					
				ESTIMATED COST	\$ 305,958
Asphalt Concrete Testing & Inspection (Onsite)					
Asphalt Concrete Testing & Inspection (Onsite)	# of units	unit type	@	Rate	Totals
Asphalt Technician (Regular Hours)	120	hours	@	\$120.73	\$ 14,487.60
<i>(Figure 15 production days, 8 hours each)</i>					
Asphalt Technician (O.T. Hours)	20	hours	@	\$181.10	\$ 3,622.00
<i>(Figure 10 production days, 2 hours each)</i>					
Staff Professional	8	hours	@	\$165.53	\$ 1,324.24
<i>(Figure one day during test section placement)</i>					
				ESTIMATED COST	\$ 19,434
Laboratory Testing					
Laboratory Testing	# of units	unit type	@	Rate	Totals
Soils Maximum Density	8	each	@	\$200.00	\$ 1,600.00
Soils Maximum Density Treated	8	each	@	\$260.46	\$ 2,083.68
Base Maximum Density	6	each	@	\$223.26	\$ 1,339.56
Base Maximum Density Treated	112	each	@	\$260.46	\$ 29,171.52
Sieve Analysis	20	each	@	\$139.53	\$ 2,790.60
Plasticity Index	5	each	@	\$158.14	\$ 790.70
Wet Dry/Freeze Thaw	3	each	@	\$930.23	\$ 2,790.69
Marshall Density	42	each	@	\$195.35	\$ 8,204.70
Marshall Stability and Flow	42	each	@	\$139.53	\$ 5,860.26
Theoretical Specific Gravity	42	each	@	\$134.88	\$ 5,664.96
Core Unit Weight & Thickness	84	each	@	\$46.51	\$ 3,906.84
Core Trimming/Preparation	42	each	@	\$23.26	\$ 976.92
Air Void Determinations	42	each	@	\$46.51	\$ 1,953.42
Thickness Determinations	112	each	@	\$9.30	\$ 1,041.60
S-Value	6	each	@	\$302.32	\$ 1,813.92
Extraction and Grading	6	each	@	\$279.07	\$ 1,674.42
Compressive Strength	12	each	@	\$27.91	\$ 334.92
				ESTIMATED COST	\$ 71,999
MANAGEMENT / REPORTING / ADMINISTRATIVE					
MANAGEMENT / REPORTING / ADMINISTRATIVE	# of units	unit type	@	Rate	Totals
Senior Project Manager	25	hours	@	\$233.15	\$ 5,828.75
Project Manager	100	hours	@	\$171.50	\$ 17,150.00
Project Administrative	74	hours	@	\$113.00	\$ 8,362.00
Prepare Communication Plan and QAPP	1	each	@	\$3,000.00	\$ 3,000.00
Final Report (2 hard copies & 1 CD)	1	each	@	\$4,000.00	\$ 4,000.00
				ESTIMATED COST	\$ 38,341
Total Estimated Amount For the Project (BASE BID and ALT. A.):					\$ 464,499

This proposal assumes that prevailing wage laws do apply to the subject project

BASIS OF CHARGES

<u>HOURS WORKED</u>	<u>HOURS BILLED</u>
Sample pickup/canceled work	2
0-2 hours	2
2-4 hours	4
4-6 hours	6
6-8 hours	8
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

**KLEINFELDER 2014-2017 FEE SCHEDULE FOR
City of Long Beach Department of Financial Management and
Architectural, Engineering, Planning, Construction Management and Specialized
Professional Consultant Services for Various On-Call Projects
at the Long Beach Airport
TASK ORDER 002**

PROFESSIONAL STAFF RATES

Employee/Category	Current		Fringe Benefit		Overhead		Profit		Fully Burdened	
	Hourly Rate	Unburdened	Rate	Rate	Rate	Rate	10%	Hourly Rate	Hourly Rate	Hourly Rate
			60.3400%	115.2100%	Subtotal					
Kash Hadipour, Senior Principal Professional	\$76.92		\$46.41	\$88.62	\$211.95	\$21.20	\$233.15	\$240.14	\$247.35	\$254.77
Dany Hanna, Registered Civil Engineer	\$61.42		\$37.06	\$70.76	\$169.24	\$16.92	\$186.17	\$191.75	\$197.50	\$203.43
Tim Siegers, Registered Civil Engineer	\$57.36		\$34.61	\$66.51	\$150.48	\$15.05	\$165.53	\$170.50	\$175.61	\$180.88
Rick Bell, Principal Professional	\$66.58		\$34.14	\$65.19	\$155.91	\$15.59	\$171.50	\$176.64	\$181.94	\$187.40
Steven Kuo, Project Engineer	\$30.34		\$18.31	\$34.95	\$83.60	\$8.36	\$91.96	\$94.72	\$97.56	\$100.49
Eric Finley, (Non-Prevailing Wage) Technician	\$21.81		\$13.16	\$25.13	\$60.10	\$6.01	\$66.11	\$68.09	\$70.13	\$72.24
Eric Finley, (Prevailing Wage) Technician	\$39.63		\$24.03	\$45.89	\$109.75	\$10.98	\$120.73	\$124.35	\$128.08	\$131.92
Mike Magana, (Non-Prevailing Wage) Technician	\$27.00		\$16.29	\$31.11	\$74.40	\$7.44	\$81.84	\$84.29	\$86.82	\$89.43
Mike Magana, (Prevailing Wage) Technician	\$39.83		\$24.03	\$45.89	\$109.75	\$10.98	\$120.73	\$124.35	\$128.08	\$131.92
Dean Fahmey, CADD Operator	\$30.01		\$18.11	\$34.57	\$82.69	\$8.27	\$90.96	\$93.69	\$96.50	\$99.40
Amanda Duran, Project Controls	\$37.28		\$22.49	\$42.95	\$102.73	\$10.27	\$113.00	\$116.39	\$119.88	\$123.48

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date. Rates will be escalated at 3% per year beginning 10/01/2015.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates for Prevailing Wages were built using the current DIR Basic Hourly Rate and will be invoiced using the correct employee rate for prevailing wage work.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

EXHIBIT “C”

City’s Representative:

Stephan Lum, P.E.

Civil Engineer

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT "E"

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

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, RS&H California, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to

enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

BUY AMERICAN PREFERENCE

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest;
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement - Federal Fair Labor Standards Act (29 USC 201)

Federal Agency with Enforcement Responsibilities - U.S. Department of Labor – Wage and Hour Division

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding

\$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – TITLE 2 CFR PART 180 & TITLE 2 CFR PART 1200 (Updated 4/17/2013)

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – TITLE 2 CFR PART 1200 AND TITLE 2 CFR PART 180, SUBPART C (Updated 4/17/2013)

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

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph (a)
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.