

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on
23 July 12, 2010, and shall terminate at 11:59 p.m. on January 11, 2014, unless sooner
24 terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner. The City shall have the option to extend the term of this Agreement
26 for a period of one (1) additional year.

27 3. COORDINATION AND ORGANIZATION.

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

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

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

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

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

5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet
23 the standards required by the scope of work or Consultant's failure to perform fully
24 the tasks described in the scope of work which, in either case, causes City to
25 request that Consultant perform again all or part of the Scope of Work shall be at
26 the sole cost of Consultant and City shall not pay any additional compensation to
27 Consultant for its re-performance.
28

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

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

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

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

21 17. INDEMNITY.

22 A. Consultant shall, with respect to services performed in
23 connection with this Agreement, indemnify and hold harmless City, its Boards,
24 Commissions, and their officials, employees and agents (collectively in this
25 Section, "Indemnified Parties"), from and against any and all liability, claims,
26 allegations, demands, damage, loss, causes of action, proceedings, penalties,
27 costs and expenses (including attorneys' fees, court costs, expert and witness
28 fees) (collectively "Claims" or individually "Claim"), arising, directly or indirectly, in

1 whole or in part, out of any negligent act or omission of Consultant, its officers,
2 employees, agents, sub-consultants or anyone under Consultant's control
3 (collectively, "Indemnitor"), breach of this Agreement by Indemnitor,
4 misrepresentation or willful misconduct by Indemnitor, and Claims by any
5 employee of Indemnitor relating in any way to workers' compensation.
6 Independent of the duty to indemnify and as a free-standing duty on the part of
7 Consultant, Consultant shall defend Indemnified Parties and shall continue this
8 defense until the claim is resolved, whether by settlement, judgment or otherwise.
9 No finding or judgment of negligence, fault, breach of the like on the part of
10 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify
11 Indemnified Parties of any Claim within ten (10) days. Likewise, Indemnified
12 Parties shall notify Consultant of any Claim, shall tender the defense of the Claim
13 to Consultant, and shall assist Consultant at Consultant's sole expense, as may be
14 reasonably requested, in the defense.

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

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

20 20. NONDISCRIMINATION.

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

1 termination; rates of pay or other forms of compensation; and selection for training,
2 including apprenticeship.

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

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

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

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

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

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

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

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

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

23 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

1 any ownership interest Consultant may have in the Data to City.

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

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

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

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

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

1 Number is [REDACTED] If Consultant has a Social Security Number rather than an
2 Employer Identification Number, then Consultant shall submit that Social Security
3 Number in writing to City's Accounts Payable, Department of Financial Management.
4 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
5 Consultant provides one of these numbers.

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

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

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

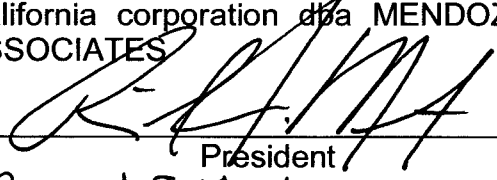
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

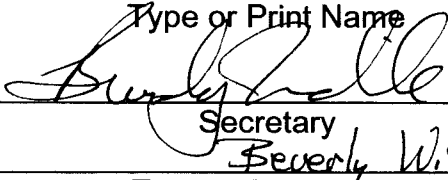
RICHARD J. MENDOZA, INC., a California corporation d/b/a MENDOZA & ASSOCIATES

Nov 1, 2010

By 
President

Richard J. Mendoza
Type or Print Name

Nov 1, 2010

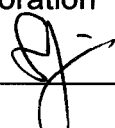
By 
Secretary

Beverly Windle
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

11.12, 2010

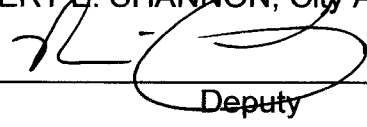
By 
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on November 8, 2010.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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

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ROBERT E. SHANNON, City Attorney
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Long Beach, CA 90802-4664

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EXHIBIT "A"
SCOPE OF WORK

PRELIMINARY SCOPE OF WORK

Background

The City of Long Beach (City) desires to engage the services of a professional engineering firm (Consultant) to provide all aspects of construction management services for the construction of improvements to the Terminal Area, which include proposed new Terminal Hold Room Buildings, renovations to the existing Passenger Screening Building, and various additive alternates that may be awarded to the contractor contingent upon funding. The requested services may include design level constructability review, cost estimating, construction scheduling, construction cost controls, construction phasing within an existing and operating terminal facility, performing inspection, materials testing, surveying, and labor compliance.

Performance under a contract awarded pursuant to this RFQ is intended to commence after **July 2010** and extend through the completion of construction for an anticipated period of forty-two months. The estimated duration of the construction work is 28 months. It should be noted that the construction work shall be performed during a combination of both regular and off-peak working hours.

The Consultant shall have complete knowledge of any applicable FAA standards including but not limited to airport terminal construction and airfield restrictions. The Consultant shall have a full understanding of all current FAA and Transportation Security Administration (TSA) security requirements and guidance documents.

The Consultant shall have a full understanding of all applicable Federal, State, and local standards for building construction. The Consultant shall have complete knowledge of all current California Building, Fire, Electric, Mechanical, Electrical, and Plumbing Codes including Title 24 requirements.

Preliminary Scope of Services

Construction Management

Pre-Construction Phase

- Review contract plans and specifications, specifically the construction phasing plans, for accuracy, constructability, and safety.
- Develop a LEED Commissioning Program.
- Review bid and contract documents.
- Attend the City's meetings with the design team, as needed.
- Coordinate and attend pre-construction conference.
- Participate in team building sessions with the City, contractor, design engineers, and other stakeholders.

- Assist and/or develop procedures necessary for the orderly implementation of multiple phases of construction work.
- Implement an electronic information control system for use by the design consultant, City staff, and stakeholders.
- Implement a cost control/accounting system.
- Implement a construction claims prevention program.
- Review and analyze traffic handling and traffic control plans submitted by the Contractor.
- Review the project Storm Water Pollution Prevention Plan.
- Review the project Standard Urban Stormwater Mitigation Plan.
- Coordinate and assist the Contractor in obtaining pertinent permits.
- Review and analyze the Contractor's construction schedule to verify that all project requirements have been included.
- Review the Contractor's schedule of values.
- Recommend to the City to issue a Notice to Proceed for construction.
- Review all Best Management Practice (BMP) measures for construction.
- Provide log of submittals and shop drawings as required.
- Develop and distribute construction progress newsletter for Airport tenants as required by the Airport.

Construction Phase

- Provide comprehensive contract administration and construction inspection.
- Coordinate and Manage all required LEED Commissioning activities.
- Provide necessary on-site facilities and equipment to host key City of Long Beach personnel.
- Conduct weekly meetings with the Contractor's and City staff to review the progress and look ahead at work to come. Provide detailed minutes for all meetings in a format approved by the City.
- Coordinate or attend meetings with other City Departments or outside agencies, when necessary.
- Maintain information control and cost control/accounting systems developed in the pre-construction phase.
- Coordinate the construction activities and schedules with all impacted Airport tenants.
- Develop a monthly newsletter, discussing the construction schedule and progress, for the Airport tenants.
- Assist the City in responding to City Council and public inquiries or concerns regarding the construction.
- Review on-going traffic handling and traffic control plans submitted by the contractor.
- Review on-going airfield operations and construction interface and impacts.
- Conduct labor compliance interviews and monitor compliance.

- Conduct regular safety reviews of the entire project site to ensure the Contractor is in compliance with applicable state and Federal safety regulations and guidelines.
- Maintain complete project files and records including preparation of Daily Dairies and weekly progress reports.
- Prepare quantity calculations and daily and monthly estimates.
- Interpret contract documents and resolves disputes or uncertainties.
- Review and approve all Contractor progress payments.
- Negotiate change orders for approval by the City.
- Monitor and enforce Contractor compliance of SWPPP or any other Federal, State, or Local environmental laws.
- Continue to write and distribute construction progress newsletters for airport tenants on a periodic basis (monthly or bi-monthly per Airport Requirements)
- Review, Track, and Process: Shop Drawings, Submittals, Requests for Information, Requests for Clarification, Requests for Quotation, etc.
- Develop, Track, and Monitor Punch Lists.
- Recommend final approval to the City.
- Track, Monitor, and aid the City in obtaining Final Certificate of Occupancy.
- File Notice of Completion

Post Construction Phase

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

Materials Testing

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

Surveys

The Contractor shall provide layout survey and construction staking as necessary throughout the project. In general, the scope of services for the Construction Manager is to provide quality assurance and is described as follows:

- Implement a comprehensive Quality Assurance/Quality Control program.
- Calculate grades, volumetric quantities, coordinates, elevations, and other survey data for monitoring QA/QC surveying.
- Verification of conformance with FAA requirements.
- Perform specialty survey as requested by the City such as earth movement, structural element locations, utility locations, etc.
- Attend project meetings and other meetings as requested by the Construction Manager.

Labor Compliance

The Consultant shall monitor labor compliance of the Contractor. In general, the scope of services for the Construction Manager is described as follows:

- Monitoring compliance with Labor Code Section 2810.
- Monitoring compliance with the General Requirements, Section 7-2 of the Construction Specifications.
- Review and Approval of all labor compliance documentation submittals.



**Mendoza & Associates Billing Rates
for Construction Management Services
for the Construction of
Improvements to the Terminal Area
at Long Beach Airport**

Position	Billing Rate
Principal-in-Charge	\$ 182.40
Construction Manager	\$ 182.40
Deputy CM	\$ 152.30
Specialty Consultant	\$ 165.00
Office Engineer	\$ 145.00
Document/Administrative Aid	\$ 77.45
Schedule Support	\$ 147.84
Labor Compliance - Sr Proj Mgr	\$ 174.00
Labor Compliance - Compliance Officer	\$ 146.00
Labor Compliance - Asst PM	\$ 130.00
Labor Compliance - Sr. Compliance Analyst	\$ 121.00
Labor Compliance - Compliance Analyst	\$ 95.00
Labor Compliance - Administrative	\$ 53.00
LEED, MEP	\$ 180.41
Inspection Team	
QA Inspection Manager	\$ 173.27
SWPPP and Site inspection	\$ 139.92
Safety Officer	\$ 153.39
Building Inspector	\$ 141.40
Baggage Conveyance Inspector	\$ 145.00
Inspector I	\$ 113.92
Inspector II	\$ 131.08
Inspector III	\$ 141.00
Inspector IV	\$ 152.00
Inspector V	\$ 165.00
IT Commissioning	\$ 165.00

Note: These rates are fully loaded rates which are inclusive of all overhead, profit, insurance, expenses and any other markups. These rates will remain effect for 42 months, starting at the Notice to Proceed. After 42 months the rates may be adjusted to reflect salary revisions at that time. Personnel changes will be made only upon mutual agreement of the City and Mendoza Associates. There will be no Mendoza & Associates markup on subcontractors' loaded hourly rates or costs per tests.

CM Services for Construction of
Improvements to the Terminal Area
at the Long Beach Airport
Summary of Price Proposal
Mendoza and Associates
July 8, 2010

	Estimated Fee
Pre-Construction Phase	\$ 222,568
Construction Phase	
Staffing Matrix	\$ 2,849,885
Materials Testing Estimate	\$ 320,000
Survey Allowance	\$ 30,000
Subtotal Construction Phase	\$ 3,199,885
Post-Construction Phase	\$ 115,518
Grand Total All Phases	\$ 3,537,971

Constriction Management Services
for the Construction of
Improvements to the Terminal Area
at the Long Beach Airport

Personnel	Hours This Phase	Cost This Phase	Mobilize Dec-10	Stage 1 - North Hold Room								Stage 2 - Demo	Stage 3 - South Hold Room								Stage 4 - Garden Area					
				Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11		Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12
24 month construction period																										
Principal-in-Charge	400	\$ 72,960	20	16	16	20	16	20	16	16	20	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Construction Manager	2060	\$ 375,744	80	80	80	100	80	80	100	80	80	100	80	80	80	100	80	80	100	80	80	100	80	80	100	80
Deputy CM	4040	\$ 615,292	80	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160
Specialty Consultant	208	\$ 34,320	24	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Office Engineer	4040	\$ 585,800	80	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160
Document/Administrative Aid	4040	\$ 312,896	80	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160
Schedule Support	400	\$ 59,136	32	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Labor Compliance - Sr Proj Mgr	25	\$ 4,350	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Labor Compliance - Compliance Officer	100	\$ 14,600	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Labor Compliance - Asst PM	1	\$ 130	1																							
Labor Compliance - Sr. Compliance Analyst	25	\$ 3,025	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Labor Compliance - Compliance Analyst	25	\$ 2,375	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Labor Compliance - Administrative	24	\$ 1,272	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
LEED MEP	200	\$ 36,082	16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Inspection Team	0	\$ -																								
QA Inspection Manager	824	\$ 142,774	32	32	32	40	32	32	40	32	32	40	32	32	40	32	32	40	32	32	40	32	32	40	32	32
SWPPP and Site Inspection	200	\$ 27,984	16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Building Inspector	3860	\$ 545,804	40	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160
Inspector	0	\$ -																								
Inspector	0	\$ -																								
Inspector	0	\$ -																								
Baggage Conveyance inspection	0	\$ -																								
IT & Commissioning	0	\$ -																								
Technical Oversight & Support	0	\$ -																								
Safety Officer	100	\$ 15,339	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Construction Phase: Dec 2010 to Dec 2012																										
Totals	20,572	\$ 2,849,885																								

Constriction Management Services
for the Concretion of
Improvements to the Terminal Area
at the Long Beach Airport

Position	Personnel		Billing Rate			Week Ending														
						12/1/12	12/8/12	12/15/12	12/22/12	12/29/12	1/5/13	1/12/13	1/19/13	1/26/13						
Principal-in-Charge	\$	182.40	40	\$	7,296	8	8	8	8	8										
Construction Manager	\$	182.40	48	\$	8,755	8	8	8	8	16										
Deputy CM	\$	152.30	180	\$	27,414	40	40	40	40	20										
Specialty Consultant	\$	165.00	0	\$	-															
Office Engineer	\$	145.00	180	\$	26,100	40	40	40	40	20										
Document/Administrative Aid	\$	77.45	120	\$	9,294	24	24	24	24	24										
Schedule Support	\$	147.84	100	\$	14,784	40	16	16	16	12										
Labor Compliance - Sr Proj Mgr	\$	174.00	4	\$	696	4														
Labor Compliance - Compliance Officer	\$	146.00	4	\$	584	4														
Labor Compliance - Asst PM	\$	130.00	8	\$	1,040	8														
Labor Compliance - Sr. Compliance Analyst	\$	121.00	8	\$	968	8														
Labor Compliance - Compliance Analyst	\$	95.00	8	\$	760	8														
Labor Compliance - Administrative	\$	53.00	8	\$	424	8														
LEED, MEP	\$	180.41	40	\$	7,216	8	8	8	8	8										
Inspection Team	\$	-	0	\$	-															
QA Inspection Manager	\$	173.27	16	\$	2,772	8	8													
SWPPP and Site inspection	\$	139.92	8	\$	1,119	8														
Building Inspector	\$	141.40	16	\$	2,262	8	8													
Inspector	\$	113.92	0	\$	-															
Inspector	\$	131.08	0	\$	-															
Inspector	\$	133.87	0	\$	-															
Baggage Conveyance inspection	\$	145.00	0	\$	-															
IT & Commissioning	\$	165.00	17	\$	2,805	17														
Technical Oversight & Support	\$	-	0	\$	-															
Safety Officer	\$	153.39	8	\$	1,227	8														
Post Construction Phase:																				
Dec 2012																				
Totals			813	\$	115,518	257	160	144	144	108	0	0	0	0						



UNIT RATE SCHEDULE INSPECTION AND TESTING SERVICES

TASKS	UNIT	Hourly RATE (\$)
INSPECTION		
Inspection of concrete placement – ICC Inspector	Hour	\$85
Inspection of masonry placement – ICC Inspector	Hour	\$85
Inspection of shotcrete placement – ICC Inspector	Hour	\$85
Inspection of Post Tension Strands - ICC Inspector	Hour	\$85
Inspection of structural steel welding- field – ICC or AWS	Hour	\$85
Inspection of structural steel welding- shop – ICC or AWS	Hour	\$85
NDT Testing, field or shop – ICC or AWS	Hour	\$85
Inspection of high strength bolting –ICC or AWS	Hour	\$85
Batch plant inspection	Hour	\$85
Inspection of sprayed fireproofing – ICC Deputy	Hour	\$85
Other types of inspection	Hour	Quote
MATERIAL TESTING (Field and Lab)		
Sample Pick-up (per trip)	Hour	50.00
Proof Load Testing: anchors / dowels / ceiling wires	Hour	65.00
Torque testing: anchors / bolts	Hour	65.00
Compressive Strength Test (6"x12" cylinder)	Test	25.00
Reinforcing steel tensile & bend test - up to #8	Test	60.00
Reinforcing steel tensile & bend test - over #8	Test	115.00
Post Tension Strands	Test	125.00
Compressive Strength Test, mortar and grout	Test	25.00
Compressive Strength Test, masonry prisms 8x8x16	Test	120.00
Compressive Strength Test, masonry prisms larger than 8x8x16	Test	150.00
Fireproofing density test	Test	45.00
Mortar Joint Shear Test	Test	65.00
Mortar Joint Compression Test	Test	40.00
Coring – lab	Core	40.00
Coring - Field - 1 man crew	Hour	75.00
Coring - Field - 2 man crew	Hour	110.00
Rebar Locating	Hour	75.00
Field Testing Helper	Hour	45.00
Field Brick Testing - in-place shear, facing shear, other	Hour	75.00
Bond Testing	Hour	75.00
Field Supplies - repair cored holes, replace brick, etc.	cost plus 15%	
Mix Design Trial Batches	Per trial	\$250
Materials Report Review - Project Engineer	Hour	125.00

SOIL TESTING (Field and Lab)		
Soil Technician	Hour	\$85
Technician Vehicle mileage/hourly	unit	\$0.75/\$5
Laboratory compaction test (ASTM D1557 A&B) - soil	Test	125.00
Laboratory compaction test (ASTM D1557 C) – base course	Test	175.00
Sieve Analysis (ASTM C136)	Test	75.00
Specific gravity/absorption, fine aggr (ASTM C128)	Test	95.00
Specific gravity/absorption, coarse aggr (ASTM C127)	Test	45.00
Sand Equivalent (ASTM D2419)	Test	50.00
Compaction Report - Principal Engineer	Hour	185.00
Compaction Report - Project Engineer	Hour	125.00
Compaction Report - Drafting and Admin	Hour	60.00
Other laboratory tests	Test	Quote
MISCELLANEOUS SERVICES		
Review of concrete mix design	Hour	125.00
Project	Hour	
Management / Report Review of welder's certification		125.00
Review of welding procedure specification	Hour	125.00

Notes:

* The hourly rates will be assessed based on a 4-hr minimum and 8 hrs for work beyond 4 hrs. Same day cancellations will be assessed at 2 hrs. Minimum and cancellation received within 2 hours of the scheduled time, will be billed for 4 hours minimum.

* Overtime will be applied at 1.33 times the regular hourly rate including Saturdays and additional hours at 1.5 times the regular rate (including Sundays and Holidays) after first 12 hours of work.

* The rates for inspection/testing not listed above will be provided upon request.



COST ESTIMATE
Long Beach Airport New Terminal
Geotechnical Observation and testing
Deputy Inspection & Materials Testing Services

TASKS/ SERVICES	Days	EST. QUANTITY	UNIT	RATE (\$)	AMOUNT (\$)
2. GEOTECHNICAL OBSERVATION & TESTING					
Grading Observation and Testing - grading/footings	30	240	Hour	85.00	20,400.00
Grading Observation and Testing - Utilities	30	240	Hour	85.00	20,400.00
Grading Observation and Testing - wall backfill	0	0	Hour	85.00	0.00
	0	0	Hour	85.00	0.00
Technician Vehicle - hourly	60	480	Hour	3.00	1,440.00
Technician Vehicle - mileage		200	Hour	0.50	100.00
Geotechnical Engineer/review, data analyses/QA		16	Hour	145.00	2,320.00
Project Engineer/data review		24	Hour	130.00	3,120.00
CADD/Drafting		8	Hour	85.00	680.00
Lab- Maximum Density Test		4	Test	175.00	700.00
Lab- Grain Size Analyses		2	Test	75.00	150.00
Total Geotechnical Observation & Testing				49,310.00	
3. REINFORCING STEEL/CONCRETE					
Inspection of reinforcement steel /oncrete - footing/slabs	60	480	Hour	85.00	40,800.00
Inspection of Shotcrete / Columns	0	0	Hour	85.00	0.00
Inspection of Podium	0	0	Hour	85.00	0.00
Inspection during concrete placement	20	160	Hour	85.00	13,600.00
		0	Hour	85.00	0.00
Testing concrete- cylinder (6"x12")		100	Test	25.00	2,500.00
Testing Shotcrete		0	Test	60.00	0.00
Testing steel- tensile and bend (less than #8)		15	Test	40.00	600.00
Total Reinforcing Steel/Concrete				57,500.00	
4. CONCRETE MASONRY UNITS (CMU)					
Inspection of masonry/ grouting / placement	20	160	Hour	85.00	13,600.00
Testing mortar, grout and prism (core and test)		10	Test	150.00	1,500.00
Total Concrete Masonry Units (CMU)				15,100.00	
5. STRUCTURAL STEEL					
Shop Fabrication	100	800	Hour	85.00	68,000.00
Site erection/bolting/welding	100	800	Hour	85.00	68,000.00
Misc welding/studs/decks	20	160	Hour	85.00	13,600.00
Non-Destructive Testing (NDT)	20	160	Hour	88.00	14,080.00
Total Structural Steel & Welding				163,680.00	
6. ENGINEERING SERVICES					
Management/Meetings/Consulting		40	Hour	155.00	6,200.00
Prepare Report Addendum - Admin Support and Dispatch		20	Hour	65.00	1,300.00
Sample pick up & delivery		50	Trip	55.00	2,750.00
Final Inspection/Observation Statement/Report		1	Hour	Lump Sum	1,000.00
Total Miscellaneous Services				11,250.00	
Total Estimated Costs				\$	296,840.00

The estimated quantities are based on schedules and quantities provided by you. Deviations from these quantities and amounts will lead to changes in actual charges incurred and increase in budgeted amount. If quantities need modification, please notify us immediately to adjust the quantities reflecting the budget.

Notes:

- * The hourly rates will be assessed based on four hours minimum and eight hours for work beyond four hours. Same day cancellations will be assessed at two hours minimum and cancellation received within two hours of the scheduled time, will be billed for four hours minimum.
- * Overtime will be applied at 1.5 times the regular hourly rate including Saturdays and additional hours at 2.0 times (including Sundays and Holidays) after first 12 hours of work.
- * The rates for inspection/testing not listed above will be provided upon request.
- * The samples on-hold (including concrete and/or soils) will be assessed based on unit rate fees.
- * No over-time is assumed in this cost estimates. Only one inspector is assumed in this estimate.
- * Only one deputy grading inspector (soils) and one deputy inspector (materials) is assumed in this estimate.

Case Land Surveying, Inc.
 Hourly Professional Services Fee Schedule
 Effective 6/23/10 thru 42 month duration for Long Beach Airport Terminal Improvements

<u>Field Personnel</u>	<u>Day Hourly Bill Rate</u>	<u>Night Hourly Bill Rate</u>	<u>Overtime Bill Rate</u>
2 Man Crew	\$ 200.00	\$ 255.00	\$ 255.00

**Billing Rates are billed in segments of 4, 6, 8 hours plus overtime hours -
 Minimum Billing per day 4 hours**

<u>Office Personnel</u>			
Calcs/Drafting	\$ 95.00	n/a	\$ 120.00
Clerical Support	\$ 35.00	n/a	\$ 50.00

Case Land Surveying is under agreement with the Operating Engineers for all surveyors. Each surveying crew consists of a minimum of a 2 man crew, Party Chief and Chainman. Occassionally, a second chainman is required. Rates paid to the surveyors are controlled by the union, so all employees receive at least this amount.

Party Chief	\$ 43.69	\$ 65.54
Chainman	\$ 38.56	\$ 57.84
Taxes	\$ 6.30	\$ 9.44
Benefits	\$ 31.54	\$ 31.54
Truck & Equipment	\$ 43.35	\$ 43.35
Overhead	\$ 21.56	\$ 28.17
Profit	\$ 15.00	\$ 19.13
	<u>\$ 200.00</u>	<u>\$ 255.00</u>
Calcs/Drafting	\$ 42.00	
Taxes	\$ 3.21	
Benefits	\$ 15.23	
Overhead	\$ 21.56	
Profit	\$ 13.00	
	<u>\$ 95.00</u>	

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

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EXHIBIT "B"
CITY REPRESENTATIVE

Airport Director or his/her designee

(562) 570-2605

EXHIBIT "C"
CITY MATERIALS

NONE.

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