

35531

THIS AGREEMENT is made and entered, in duplicate, as of May 13, 2020, for reference purposes only, pursuant to Resolution No. RES-20-0061, adopted by the City Council of the City of Long Beach at its meeting on May 12, 2020, by and between ANSER ADVISORY, LLC, dba SIMPLUS MANAGEMENT LLC, a Delaware limited liability company ("Consultant"), with a place of business at 11095 Knott Avenue, Suite L, Cypress, California 90630, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed to continue construction management services for the Phase II Terminal Area improvements at the Long Beach Airport ("Project"); and

WHEREAS, City did by Resolution No. RES-20-0061 determine that the City's need to continue construction management services for the Phase II Terminal Area improvements at the Long Beach Airport could only be met by Consultant and, by reason of the foregoing, no useful purpose would be served by requesting proposals, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Three Million Nine Hundred Forty Seven Thousand Three Hundred Forty Three Dollars

1 (\$3,947,343), at the rates or charges shown in Exhibit "B".

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

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

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

1 E. Consultant represents that Consultant has obtained all
2 necessary information on conditions and circumstances that may affect its
3 performance and has conducted site visits, if necessary.

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

7 2. TERM. The term of this Agreement shall commence at midnight on
8 May 13, 2020, and shall terminate at 11:59 p.m. on May 12, 2023, unless sooner
9 terminated as provided in this Agreement, or unless the services or the Project is
10 completed sooner. The term may be extended for two (2) additional one-year periods at
11 the discretion of the City Manager.

12 3. COORDINATION AND ORGANIZATION.

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

21 B. The parties acknowledge that a substantial inducement to City
22 for entering this Agreement was and is the reputation and skill of Consultant's key
23 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
24 reference. City shall have the right to approve any person proposed by Consultant
25 to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Consultant is and shall act as an independent contractor and not an employee,
28 representative or agent of City. Consultant shall have control of Consultant's work and the

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

10 5. INSURANCE.

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

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

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

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

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

12 iv. Commercial automobile liability insurance (equivalent in
13 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
14 an 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 coverage
21 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
22 written notice to City, shall be primary and not contributing to any other insurance
23 or self-insurance maintained by City, and shall be endorsed to state that coverage
24 maintained by City shall be excess to and shall not contribute to insurance or self-
25 insurance maintained by Consultant. Consultant shall notify City in writing within
26 five (5) days after any insurance has been voided by the insurer or cancelled by the
27 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 City evidence of uninterrupted,
4 continuing coverage for a period of not less than three (3) years, commencing on
5 the date this Agreement expires or is terminated.

6 E. Consultant shall require that all subconsultants or contractors
7 that 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 City
11 certificates of insurance and the endorsements for approval as to sufficiency and
12 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
13 insurance, furnish to City certificates of insurance and endorsements evidencing
14 renewal of the insurance. City reserves the right to require complete certified copies
15 of all policies of Consultant and Consultant's subconsultants and contractors, at any
16 time. Consultant shall make available to City's Risk Manager or designee all books,
17 records and other information relating to this insurance, during normal business
18 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 more
21 frequently than once a year, City's Risk Manager or designee may require that
22 Consultant, Consultant's subconsultants and contractors change the amount, scope
23 or types of coverages required in this Section if, in his or her sole opinion, the
24 amount, scope or types of coverages are not adequate.

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

15 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
16 certifies that, at the time Consultant executes this Agreement and for its duration,
17 Consultant does not and will not perform services for any other client which would create
18 a conflict, whether monetary or otherwise, as between the interests of City and the interests
19 of that other client. Consultant further certifies that Consultant does not now have and shall
20 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
21 other source of income, interest in real property or investment which would be affected in
22 any manner or degree by the performance of Consultant's services hereunder. And,
23 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
24 and contractors.

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

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

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

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

1 of others except for the purpose of this Agreement.

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

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

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

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

28 16. PREVAILING WAGES.

1 A. Consultant agrees that all public work (as defined in California
2 Labor Code section 1720) performed pursuant to this Agreement (the "Public
3 Work"), if any, shall comply with the requirements of California Labor Code sections
4 1770 *et seq.* City makes no representation or statement that the Project, or any
5 portion thereof, is or is not a "public work" as defined in California Labor Code
6 section 1720.

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

18 17. 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 18. INDEMNITY.

22 A. Consultant shall indemnify, protect and hold harmless City, its
23 Boards, Commissions, and their officials, employees and agents ("Indemnified
24 Parties"), from and against any and all liability, claims, demands, damage, loss,
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
26 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
27 in connection with (1) Consultant's breach or failure to comply with any of its
28 obligations contained in this Agreement, including any obligations arising from the

1 Project's compliance with or failure to comply with applicable laws, including all
2 applicable federal and state labor requirements including, without limitation, the
3 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
4 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
5 employees, agents, subcontractors, or anyone under Consultant's control, in the
6 performance of work or services under this Agreement (collectively "Claims" or
7 individually "Claim").

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

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

22 D. The provisions of this Section shall survive the expiration or
23 termination of this Agreement.

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

26 20. FORCE MAJEURE. If any party fails to perform its obligations
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile
2 governmental action, civil commotion, fire or other casualty, or other causes beyond the
3 reasonable control of the party obligated to perform, then that party's performance will be
4 excused for a period equal to the period of such cause for failure to perform.

5 21. NONDISCRIMINATION.

6 A. In connection with performance of this Agreement and subject
7 to applicable rules and regulations, Consultant shall not discriminate against any
8 employee or applicant for employment because of race, religion, national origin,
9 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
10 disability. Consultant shall ensure that applicants are employed, and that
11 employees are treated during their employment, without regard to these bases.
12 These actions shall include, but not be limited to, the following: employment,
13 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
14 termination; rates of pay or other forms of compensation; and selection for training,
15 including apprenticeship.

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

27 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

26 23. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Consultant at the address first stated above, and to City at

1 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
2 to the City Engineer at the same address. Notice of change of address shall be given in
3 the same manner as stated for other notices. Notice shall be deemed given on the date
4 deposited in the mail or on the date personal delivery is made, whichever occurs first.

5 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

27 26. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 27. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

15 29. ADVERTISING. Consultant shall not use the name of City, its officials
16 or employees in any advertising or solicitation for business or as a reference, without the
17 prior approval of the City Manager or designee.

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

22 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
23 designed to or entered for the purpose of creating any benefit or right for any person or
24 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

3 ANSER ADVISORY, LLC, dba SIMPLUS
4 MANAGEMENT LLC, a Delaware limited
5 liability company

6 _____, 2020

By [Signature]
Name SUDHIR DAMLE
Title PRESIDENT

8 _____, 2020

By Paul J. Buckley
Name PAUL J. BUCKLEY
Title VICE PRESIDENT

10 "Consultant"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 May 18, 2020

By Rebecca L. Garner
City Manager
EXECUTED PURSUANT

15 TO SECTION 301 OF
16 "City" THE CITY CHARTER

17 This Agreement is approved as to form on May 18, 2020.

18 CHARLES PARKIN, City Attorney

By [Signature]
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

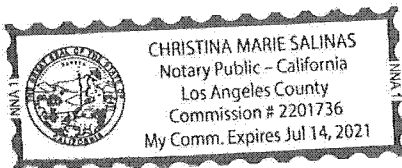
State of California)
County of Orange)

On May 8, 2020 before me, Christina Marie Salinas,
Date Here Insert Name and Title of the Officer
personally appeared Sudhir Dangle and Paul John Buckley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

4. AWARD

- 4.1 The City will select a qualified firm that provides the best overall value to the Airport. Proposals shall be consistently evaluated based upon the following criteria:
- Experience in performance of comparable engagements;
 - Expertise and availability of key personnel; and
 - Firm's culture, professionalism, and ability to deliver;
 - Efficiency and cost effectiveness of firm's proposed construction management team.

Airport Land-side Experience and Design-Build Experience is highly preferred.

- 4.2 This Request is by invitation only and the City will not accept unsolicited proposals.
- 4.3 It is anticipated that upon review of all proposals received, the City will then shortly thereafter conduct further due diligence activities. This will include in-person interviews with the top (3) three firms tentatively scheduled for Wednesday, April 17, 2019. The interview will be limited to one (1) hour. The firms invited to the interview should attend with the core personnel of the proposed construction management team and be prepared to introduce themselves and their company. A question and answer session coordinated by the Airport will be conducted during the interview.
- 4.4 Proposers are advised that all costs associated with responding to this RFP are solely at their expense.
- 4.5 Proposals shall be kept confidential until the First Task Order has been issued under the existing on-call contract between the City and selected firm.

5. TERM OF AGREEMENT

Selected firm will be issued a task order for the construction management services related to Phase II of the Terminal Area Improvement Project at Long Beach Airport. The task order will be issued under the existing on-call contract between the City and selected firm. The task order shall have an initial term through August 31, 2019, which may be extended as determined by the City, and subsequent task orders may be issued at the discretion of the City for a term and amount not to exceed the limits of the existing on-call contract.

6. SCOPE OF WORK

Project Scope and General Information

The \$65 million construction of Phase II components will focus on increasing "front of the house" land-side customer service. The projects will include a new TSA in-line checked baggage inspection system facility, baggage claim area improvements, a new ticketing lobby,



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and further development of the Meeter and Greeter plaza. LGB may authorize additional project components based on available funding, including the relocation of rental car customer service transaction counters and offices, a new rental car storage lot, terminal area roadway improvements and area signage and signal enhancements, historic terminal restoration including HVAC, electrical, and structural upgrades, sky cap relocation, various landscape improvements, a new ground transportation center, and other miscellaneous enhancements. Due to the complexity and inter-related nature of the components, the projects are being delivered through a Progressive Design-Build contract.

Construction Management services for the design-build contract for the Phase II Terminal Area Improvements at LGB shall be provided during the design, preconstruction and construction stages for each project component. Services to be provided during the design/preconstruction and construction stages are listed below in the Overall Construction Management Services Section and in the List of Activities section. The Project includes services in the Air Operations Area (AOA), Security Identification Area (SIDA), close proximity to aircraft operations, and will require close coordination with affected airlines, FAA, City of Long Beach Department of Development Services, LGB airport operations, LGB security, Long Beach Water Department, Long Beach Gas & Oil, and Southern California Edison.

This Project is funded through a number of different sources that will require financial controls, specific records and document management. All Project documents must be specifically formatted to meet applicable requirements for PFC, CFC, TSA, and LGB funding sources. The City has compiled a list of activities to be performed during each stage of the Project for incorporation into final contract documents.

The Airport and Contractors have been utilizing the City's cloud based project portfolio management tool, i.e., Orion, and the selected firm shall be required to utilize this project management system. Training will be provided to new users of the system.

The following is provided as a guideline of what the Airport anticipates as the Construction Management team. However, firms may propose a Construction Management team that may include some, all or more than the following:

- Construction Manager
- Inspector(s) for Structural, Mechanical, Plumbing and Electrical
- Project Engineer

These roles may be proposed by firms as full-time, part-time or as-needed or not needed at all. It is highly recommended that firms consider the efficiency, flexibility and cost-effectiveness of their proposed construction management team. Firms shall provide information regarding the assignment length and availability of each personnel of the proposed construction management team.



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Firms may propose as-needed specialty inspector to meet the Airport's needs for the construction management services. As-needed personnel shall be indicated as such in the proposed construction management team and shall indicate the personnel's assignment length and availability.

The Airport reserves the right to negotiate with selected firms on breadth and composition of the proposed construction management team as well as the assignment length of each personnel of the proposed team. It is the goal of the Airport to quickly on-board an efficient, flexible and cost-effective construction management team for the on-going construction of Phase II projects.

Project Duration

The Terminal Improvements Phase II Program Progressive Design-Build contract is anticipated to extend three years (2019-2021) through Design, Preconstruction, Construction, and Close Out for all the project components. An RFP for design-build services was conducted in 2018 and an award was made. The Phase II project is currently in the design and preliminary construction phase with some components at or near 90% design. It is anticipated that the various project components will be in design, preconstruction, and construction concurrently. **Exhibit A** includes RFP 18-033 for Design-Build Services for the Phase II Terminal Area Improvements at Long Beach Airport and **Exhibit B** includes a conceptual site plan for the Phase II projects. Both are provided for informational purposes only.

The task order for Construction Management Services will be issued under the existing on-call contract between the City and selected firm. The task order shall have an initial term through August 31, 2019, which may be extended as determined by the City, and subsequent task orders may be issued at the discretion of the City for a term and amount not to exceed the limits of the existing on-call contract.

Schedule/Timeline

Per the requirements in RFP18-033, the design services for all project components are anticipated to be complete in July 2019. Construction for the CBIS, Ticketing Facility, and Baggage Claim is required to be substantially complete 550 days from July 9, 2018, which is the date of issuance of the initial project NTP. The Meeter and Greeter plaza improvements has a slightly longer duration of 885 days. Please note that these schedule/timeline may change as construction and phasing strategy changes for the different components. Additionally, as noted above, the various project components will likely be in design, preconstruction, and construction concurrently.



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Overall Construction Management Services

- **Construction Management:** Construction Management firm shall assist in identifying and defining the key goals, requirements, reporting, compliance issues, and elements of the project.
- **Time Management:** Construction Management firm shall ensure the project progresses and meets its milestones. Firm shall ensure timely decision-making and actions regarding Request for Information (RFI), submittals, schedule development, schedule review, monitoring of schedule resources, and the analysis of time extension requests.
- **Quality Management:** Construction Management firm shall assist in the development of quality assurance and control functions for design/build constructability review and inspection.
- **Project Administration:** Construction Management firm shall develop guidelines to ensure that all administrative tasks are completed during project execution, as well as manages the administration and reporting requirements for all design/build contracts.

Other Consultants

The Airport currently has the following firms secured for the respective Phase II project/construction management services:

- Program Management - Jacobs
- Cost Estimating / Scheduling - Faithful & Gould
- Quality Assurance - Twining
- Document Control/Office Administration – HNTB
- Peer Reviewers – HNTB, PBS, KPFF, Jacobs
- Labor Compliance – Pacifica
- Project Labor Agreement Administrator - Parsons

It is anticipated that the selected CM firm will, in collaboration with the program manager (Jacobs), lead and coordinate the above listed services as required for the duration of the project.



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Long Beach, CA 90802

List of Activities

The activities for each stage of the project that may be performed by the selected firm includes, but is not limited to:

Design/Preconstruction

- Design Reviews
- Adherence to LGB design objectives
- Manage understanding and implementation of LGB design expectations
- Coordinate review with all internal stakeholders
- Site planning and feasibility coordination with design team
- Meet with LBDDS to present and review plans
- Manage identification of existing utilities and duct banks
- Coordinate LGB requirements regarding utilities and duct banks
- Identify usable communications/ACAMS pathways
- Coordinate AOA lighting, etc., that must stay operational during construction
- Coordinate with utility companies for requirements
- Manage and coordinate cost estimates with design team to stay within construction budget
- Coordinate and manage RFP / Bidding process for construction trades
- Review and recommend construction partners after receiving construction proposals
- Coordinate access with Design-Builder for all site investigation equipment to construction site
- Receive and store ALL relevant insurances, contracts, and bonds between the City / Design-Builder / Subcontractors
- Provide meeting coordination and recording meeting minutes
- Provide weekly status reports and monthly schedule updates

Construction

- Overall construction site management
- General construction management administration
- Budget management and control
- Coordinate access with Design-Builder for all construction equipment to construction site
- Project accounting management and monthly status reports to be presented to LGB
- Meeting coordination and recording
- Management of master schedule
- Monitor and reporting of construction schedule



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- Review and recommendation on all payments
- Management of all change orders and claims
- Coordinate LGB review of all change orders to mitigate potential delays
- Coordinate and document contractor inspection requests with LGB and LBDDS
- Provide continuous QA inspection services.
- Manage and coordinate all necessary testing and documentation between deputy inspections (construction contract) and quality acceptance testing and inspection (design contract)
- Provide project status reports
- Coordinate temporary certificate(s) of occupancy
- Provide recommendation of Substantial completion
- Provide recommendation of Final completion
- Manage coordination with all utilities

Post Construction

- Coordinate maintenance and start up programs
- Manage receipt of O&M manuals from Design-Builder
- Coordinate as-built drawings submittal to LGB
- Completion of all project accounting documentation to LGB
- Warranty work management and completion on a time-and-materials basis
- Coordinate Certificate(s) of occupancy
- Coordinate Notice of Completion with the County of Los Angeles
- Transfer of all records to LGB in a previously established format

EXHIBIT “B”

Rates or Charges



February 21, 2020

City of Long Beach
Long Beach Airport
4100 E. Donald Douglas Drive
Floor 2
Long Beach, CA 90815
Attn: Stephan Lum
Senior Civil Engineer

**RE: Revised Staffing Plan
Phase 2 Terminal Improvements
Long Beach Airport**

Dear Stephan,

Per our meeting on Thursday February 13, 2020 and your follow-up e-mail on the same date, we have revised our proposal to reflect these discussions and it is attached hereto. Our revised staffing plan has been modified and the additional information provided to you as follows:

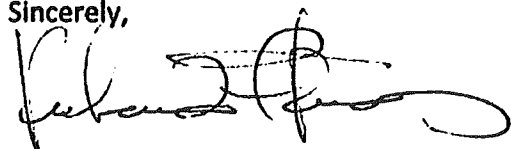
1. As requested, we have replaced the proposed Office Engineer, Marina Young-Meyers, an Anser employee, with the current Document Control Specialist, Gina Raffel of HNTB. The job description as previously proposed remains the same. The rate we have used is \$110 that was provided by you which is a previously negotiated rate.
2. Our multiplier for 2020 has been established at 2.31. The revised staffing plan now reflects this rate. The breakdown for the rate is attached. Anser only carries a single rate and does not differentiate between a Home Office Rate and a Field Office Rate because the vast majority of billable staff operate in the field at project sites which allows us to keep our home office overhead at a very low rate. The rates included in the revised Staffing Plan and the backup for each include actual salaries for the respective employees and as such we request and appreciate that the Airport keep this information CONFIDENTIAL.

Also, attached is documentation we received from 3Qc that was recently used for a proposal to LA Metro. This document shows their overhead rate at 130.82%. Using that rate with a 10% profit will generate a multiplier of 2.54. Attached is their rate breakdown for this project. They have advised me that they have never had to do an audited overhead report and to obtain such a report will take a while. If you require this from our subconsultants please let us know and we will request it from them. We have not sought the rate breakdown from Faithful & Gould or HNTB since they are currently under contract with the Airport and their rates are already acceptable.

3. As you are aware, Simplus Management was acquired in 2018 and now operates under the name Anser Advisory. DHS Consulting was also recently acquired and is also a part of Anser Advisory. To support the multiplier presented above, we have included the most recent Audit of Indirect Costs for Public Sector for the Year Ending December 31, 2018. You will see that this report is for DHS Consulting, Inc. and is therefore applicable to Anser Advisory. Attached is a letter from our Chief Financial Officer, Ed Imperato, with associated documents from the Secretary of State of the State of California to show this official name change from DHS Consulting to Anser Advisory Management, LLC. Anser Advisory Management, LLC is the entity that the Airport will be contracting with for the Phase 2 Project and thus it is their Indirect Costs that are applicable to this discussion.
4. The Staffing Plan includes an escalation rate of 3.25% which, as discussed, is considered the maximum that can be used for each annual rate increase. We would propose that the rates going forward be based on the actual direct salaries of each employee times the established multiplier for the given year. However, the maximum increase that any of the rates involved will not exceed the 3.25% limit agreed to here. We are agreeable to using the Los Angeles area Consumer Price Index as the basis to establish the actual escalation rate.
5. We have included within our revised Staffing Plan a report that shows the costs experienced by Anser through December 2019 and a projection of our costs through April 2020. Please note that these projections do not include the costs for any of the current consultants. It is assumed that their costs will be covered under their current contracts with the Airport.

Our revised projected fees for these services remain under the budgetary limit of \$7,100,000 you provided. We hope this letter provides you with all the necessary documentation needed for you to continue with your processing leading to Council action on April 7, 2020. We welcome any questions you may have on this Staffing Plan and are available to meet with you at your convenience.

Sincerely,



Richard F. Panos AIA, CCM
Principal-in-Charge
Vice President/Sr. Director
Anser Advisory, LLC
11095 Knott Avenue, Suite L
Cypress, CA 90630
(562) 208-8654
Richard.Panos@anseradvisory.com

Cc: Craig Halvorson, Anser Advisory, LLC
Paul Buckley, Anser Advisory, LLC
Kenneth Darr, Anser Advisory, LLC

Long Beach Airport Phase II Improvements Project

Anser Advisory Inc.
Construction Management Staffing Plan
MAY 2020 - July 2022
February 21, 2020



PROJECTED FEE SUMMARY

				Projected Hours by Year						Estimated Project Fees		Fee Breakout	
				2020		2021		2022		Total		Totals	
				Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Anser	Consultants
Executive Advisor/Principal in Charge	Richard Paros	Anser Advisory	A	206	\$ 69,868	384	\$ 108,239	224	\$ 65,191	864	\$ 243,319	\$ 243,319	\$ -
Senior Construction Manager	Kenneth Dart	Anser Advisory	A	1,320	\$ 286,440	1,960	\$ 443,624	1,156	\$ 267,191	4,455	\$ 997,255	\$ 997,255	\$ -
Field Construction Manager	Ramiro Herrera	Anser Advisory	A	1,320	\$ 200,440	1,960	\$ 341,400	1,156	\$ 209,626	4,455	\$ 787,473	\$ 787,473	\$ -
Project Engineer	Jared Kemp	Anser Advisory	A	1,320	\$ 178,200	1,960	\$ 275,887	1,156	\$ 166,225	4,455	\$ 620,412	\$ 620,412	\$ -
Lead/Building Inspector	Tony Harris	Anser Advisory	A	1,320	\$ 158,400	1,960	\$ 245,322	1,156	\$ 147,755	4,455	\$ 551,477	\$ 551,477	\$ -
Building/MP Inspector	Rick Calhany	Anser Advisory	A	1,320	\$ 158,400	1,960	\$ 245,322	735	\$ 94,020	4,035	\$ 497,748	\$ 497,748	\$ -
Building/Elec. Inspector	Carlos Pulido	Anser Advisory	A	1,320	\$ 158,400	1,960	\$ 245,322	570	\$ 72,918	3,870	\$ 476,640	\$ 476,640	\$ -
IT Specialist	Ray Panavathi	Anser Advisory	A	104	\$ 17,704	264	\$ 48,611	68	\$ 10,259	424	\$ 74,604	\$ 74,604	\$ -
Document Control/Admin	Gina Raffal	HNTB	C	1,320	\$ 145,200	1,960	\$ 221,879	1,156	\$ 136,442	4,455	\$ 605,521	\$ -	\$ 605,521
Senior Cost Engineer	Esther Jones	Fairful & Gould	C	1,320	\$ 248,100	1,960	\$ 384,338	1,156	\$ 231,483	4,455	\$ 863,981	\$ -	\$ 863,981
Senior Cost Estimator	Andy Kiemola	Anser Advisory	A	256	\$ 39,936	416	\$ 87,005	192	\$ 31,931	864	\$ 139,872	\$ 139,872	\$ -
Senior Scheduler	Sharon Parolina	Anser Advisory	A	216	\$ 41,472	384	\$ 78,124	192	\$ 39,209	792	\$ 158,865	\$ 158,865	\$ -
Commissioning Authority	Jim Ogden	QOC	C	84	\$ 16,968	66	\$ 20,022	24	\$ 5,163	204	\$ 42,153	\$ -	\$ 42,153
Commissioning Agent	Michael Kalinckarian	QOC	C	450	\$ 67,750	120	\$ 24,161	48	\$ 9,315	610	\$ 120,226	\$ -	\$ 120,226
Building Enclosure Agent	Chris Taylor	QOC	C	270	\$ 53,520	24	\$ 4,632	0	\$ -	300	\$ 58,652	\$ -	\$ 58,652
Commissioning Provider	Sean McFarr	QOC	C	480	\$ 67,320	480	\$ 77,407	88	\$ 14,353	1,018	\$ 159,080	\$ -	\$ 159,080
				12,842	\$ 1,848,578	18,018	\$ 2,810,601	9,051	\$ 1,495,134	39,711	\$ 6,274,313	\$ 4,524,695	\$ 1,749,618
												5.00% Consultant Mark-Up	
												\$ 87,480.92	
Total Projected Costs												\$6,361,794	
Airport Budgeted Fees												\$ 7,100,000	
Available Budget												\$ 738,206	

Long Beach Airport Phase II Improvements Project

Anser Advisory Inc.
Construction Management Staffing Plan
MAY 2020 - July 2022
February 21, 2020



PROJECTED FEE for 2020

2020											
January	February	March	April	May	June	July	August	September	October	November	December
Component 1A (Jan 2020 - May 2021)											
Component 1B (Feb 2020 - May 2021)											
Component 2 (Feb 2020 - May 2021)											

Position	Name	Company
Executive Advisor/Principal in Charge	Richard Paves	Anser Advisory
Senior Construction Manager	Kevin Darr	Anser Advisory
Field Construction Manager	Ramona Herrera	Anser Advisory
Project Engineer	David Kemp	Anser Advisory
Lead Building Inspector	Tony Harris	Anser Advisory
Building MEP Inspector	Rick Carney	Anser Advisory
Building Elec. Inspector	Chris Pukis	Anser Advisory
IT Specialist	Ray Parvash	Anser Advisory
Document Control Admin	Quia Ruffel	INTB
Senior Cost Engineer	Jason Jones	Facility & Ground
Senior Cost Estimator	Andy Klemke	Anser Advisory
Senior Scheduler	Steven Bartine	Anser Advisory
Commissioning Authority	Jim Oyster	IOC
Commissioning Agent	Michael Kaimakian	IOC
Building Envelope Agent	Chris Taylor	IOC
Commissioning Provider	Sean McTeer	IOC

Hours By Month												Yearly Total
				22	21	22	22	22	22	22	22	258
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				8	20	20	8	8	8	8	8	104
				165	165	165	165	165	165	165	165	1,320
				165	165	165	165	165	165	165	165	1,320
				22	22	22	22	22	22	22	22	258
				24	24	24	24	24	24	24	24	216
				15	12	12	12	8	8	8	8	84
				40	40	40	40	40	40	40	40	400
				45	45	45	45	45	45	45	45	450
Total Hours per month				1,593	1,601	1,601	1,619	1,583	1,577	1,545	1,533	12,942

Dollars By Month												Yearly Total
				\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 69,388
				\$ 35,805	\$ 35,805	\$ 35,805	\$ 35,805	\$ 35,805	\$ 35,805	\$ 35,805	\$ 35,805	\$ 380,540
				\$ 27,555	\$ 27,555	\$ 27,555	\$ 27,555	\$ 27,555	\$ 27,555	\$ 27,555	\$ 27,555	\$ 280,410
				\$ 22,275	\$ 22,275	\$ 22,275	\$ 22,275	\$ 22,275	\$ 22,275	\$ 22,275	\$ 22,275	\$ 178,200
				\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 158,400
				\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 19,800	\$ 158,400
				\$ 12,522	\$ 12,522	\$ 12,522	\$ 12,522	\$ 12,522	\$ 12,522	\$ 12,522	\$ 12,522	\$ 125,220
				\$ 1,368	\$ 1,368	\$ 1,368	\$ 1,368	\$ 1,368	\$ 1,368	\$ 1,368	\$ 1,368	\$ 17,784
				\$ 18,150	\$ 18,150	\$ 18,150	\$ 18,150	\$ 18,150	\$ 18,150	\$ 18,150	\$ 18,150	\$ 145,200
				\$ 31,020	\$ 31,020	\$ 31,020	\$ 31,020	\$ 31,020	\$ 31,020	\$ 31,020	\$ 31,020	\$ 248,160
				\$ 4,922	\$ 4,922	\$ 4,922	\$ 4,922	\$ 4,922	\$ 4,922	\$ 4,922	\$ 4,922	\$ 39,376
				\$ 8,628	\$ 8,628	\$ 8,628	\$ 8,628	\$ 8,628	\$ 8,628	\$ 8,628	\$ 8,628	\$ 41,472
				\$ 3,232	\$ 3,232	\$ 3,232	\$ 3,232	\$ 3,232	\$ 3,232	\$ 3,232	\$ 3,232	\$ 16,160
				\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700	\$ 87,750
				\$ 8,970	\$ 8,970	\$ 8,970	\$ 8,970	\$ 8,970	\$ 8,970	\$ 8,970	\$ 8,970	\$ 55,820
				\$ 9,945	\$ 9,945	\$ 9,945	\$ 9,945	\$ 9,945	\$ 9,945	\$ 9,945	\$ 9,945	\$ 67,320
Total Dollars per Month				\$ 244,696	\$ 247,470	\$ 247,470	\$ 250,843	\$ 243,809	\$ 242,806	\$ 237,014	\$ 234,674	\$ 1,948,576

Long Beach Airport Phase II Improvements Project

Anser Advisory Inc.
Construction Management Staffing Plan
MAY 2020 - July 2022
February 11, 2020



PROJECTED FEE for 2021

			2021													
			January	February	March	April	May	June	July	August	September	October	November	December		
Component 1A (Jan 20 - May 21)																
Component 1B (Feb 20 - May 21)																
Component 2 (Feb 20 - May 21)																
Component 3A (May 21 - Dec 21)																
Component 3B (July 21 - Dec 21)																
Component 4 (May 21 - May 22)																
			Hourly Rate													
Position	Name	Company	Hours by Month												Yearly Total	
Executive Advisor/Principal-in-Charge	Richard Parks	Anser Advisory	32	32	32	32	32	32	32	32	32	32	32	32	384	
Senior Construction Manager	Kenneth Ditz	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Field Construction Manager	Barbara Herrera	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Project Engineer	David Kemp	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Lead Building Inspector	Tony Harris	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Building MEP Inspector	Rick Gaffey	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Building/Elec. Inspector	Carlos Pukdy	Anser Advisory	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
IT Specialist	Ray Parvaneh	Anser Advisory	16	16	16	16	16	16	16	16	16	16	16	16	192	
Document Control Admin	Dina Ruffel	HNIB	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Senior Cost Engineer	Esther Jones	Fabrizio & Gould	165	165	165	165	165	165	165	165	165	165	165	165	1,980	
Senior Cost Estimator	Andy Knechle	Anser Advisory	32	32	32	32	32	32	32	32	32	32	32	32	384	
Senior Scheduler	Shawn Parsons	Anser Advisory	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commissioning Authority	Jim Ogden	3DC	8	8	8	8	8	8	8	8	8	8	8	8	96	
Commissioning Agent	Michael Kampmeyer	3DC	40	40	40	40	40	40	40	40	40	40	40	40	480	
Building Enclosure Agent	Chris Taylor	3DC	8	8	8	8	8	8	8	8	8	8	8	8	96	
Commissioning Provider	Erin McTear	3DC	40	40	40	40	40	40	40	40	40	40	40	40	480	
Total Hours per Month			1,528	1,528	1,528	1,494	1,494	1,484	1,472	1,472	1,460	1,440	1,512	1,512	18,018	
			Rate													
			Dollars by Month													
Executive Advisor/Principal-in-Charge	Richard Parks	Anser Advisory	\$ 252	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 9,020	\$ 108,228	
Senior Construction Manager	Kenneth Ditz	Anser Advisory	\$ 224	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 36,960	\$ 443,520	
Field Construction Manager	Barbara Herrera	Anser Advisory	\$ 122	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 20,451	\$ 245,412	
Project Engineer	David Kemp	Anser Advisory	\$ 139	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 22,930	\$ 275,196	
Lead Building Inspector	Tony Harris	Anser Advisory	\$ 124	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 245,328	
Building MEP Inspector	Rick Gaffey	Anser Advisory	\$ 124	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 245,328	
Building/Elec. Inspector	Carlos Pukdy	Anser Advisory	\$ 124	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 20,444	\$ 245,328	
IT Specialist	Ray Parvaneh	Anser Advisory	\$ 177	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 2,835	\$ 34,020	
Document Control Admin	Dina Ruffel	HNIB	\$ 114	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 18,740	\$ 224,880	
Senior Cost Engineer	Esther Jones	Fabrizio & Gould	\$ 134	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 22,028	\$ 264,336	
Senior Cost Estimator	Andy Knechle	Anser Advisory	\$ 161	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 2,574	\$ 30,888	
Senior Scheduler	Shawn Parsons	Anser Advisory	\$ 150	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 28,800	
Commissioning Authority	Jim Ogden	3DC	\$ 229	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 21,984	
Commissioning Agent	Michael Kampmeyer	3DC	\$ 231	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 110,880	
Building Enclosure Agent	Chris Taylor	3DC	\$ 231	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 1,832	\$ 21,984	
Commissioning Provider	Erin McTear	3DC	\$ 188	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 7,512	\$ 90,144	
Total Dollars per Month			\$ 241,511	\$ 241,511	\$ 241,511	\$ 234,504	\$ 234,504	\$ 232,563	\$ 230,434	\$ 230,434	\$ 231,723	\$ 233,309	\$ 237,001	\$ 237,373	\$ 2,850,001	

Anser Advisory Inc.
Construction Management Staffing Plan
MAY 2020 - July 2022
February 11, 2020

PROJECTED FEE for 2022

Comp p. 3U								Comp Period 4 (May 21 - May 22)		New Staffing Plan		Hours by Month		Yearly Total
32	32	32	32	32	32	32	32							224
165	165	165	165	165	165	165	165							1,165
125	165	165	165	165	165	165	165							1,165
165	165	165	165	165	165	165	165							1,165
165	165	165	165	165	165	165	165							1,165
165	165	165	80	80	80	20	0							738
165	165	80	80	80	80	0	0							570
20	8	8	20	0	0	0	0							56
165	165	165	165	165	165	165	165							1,165
165	165	165	165	165	165	165	165							1,165
32	32	32	32	32	32	32	0							192
32	32	32	32	32	32	32	0							192
8	8	8	0	0	0	0	0							24
40	0	0	0	0	0	0	0							40
0	0	0	0	0	0	0	0							
40	24	24	0	0	0	0	0							88
1,624	1,456	1,371	1,268	1,246	1,166	1,022								9,051

			Rate	Dollars by Month										
Executive Advisor/Principal Change	Richard Paros	Amtec Advisory	\$ 231	\$ 9,313	\$ 9,313	\$ 9,313	\$ 9,313	\$ 9,313	\$ 9,313	\$ 9,313	\$ 9,313		\$ 65,191	
Senior Construction Manager	Kenneth Diaz	Amtec Advisory	\$ 231	\$ 33,170	\$ 33,170	\$ 33,170	\$ 33,170	\$ 33,170	\$ 33,170	\$ 33,170	\$ 33,170		\$ 267,191	
Field Construction Manager	Ramiro Becerra	Amtec Advisory	\$ 178	\$ 29,375	\$ 29,375	\$ 29,375	\$ 29,375	\$ 29,375	\$ 29,375	\$ 29,375	\$ 29,375		\$ 255,626	
Project Engineer	Juan Alamo	Amtec Advisory	\$ 144	\$ 23,746	\$ 23,746	\$ 23,746	\$ 23,746	\$ 23,746	\$ 23,746	\$ 23,746	\$ 23,746		\$ 168,225	
Lead Building Inspector	Tony Ramos	Amtec Advisory	\$ 123	\$ 21,108	\$ 21,108	\$ 21,108	\$ 21,108	\$ 21,108	\$ 21,108	\$ 21,108	\$ 21,108		\$ 147,756	
Bulding VP Inspector	Rick Clancy	Amtec Advisory	\$ 123	\$ 21,108	\$ 21,108	\$ 21,108	\$ 10,234	\$ 10,234	\$ 10,234	\$ 10,234		\$ 94,026		
Bulding ELEC. Inspector	Carmes Pallas	Amtec Advisory	\$ 126	\$ 21,108	\$ 21,108	\$ 10,234	\$ 10,234	\$ 10,234	\$ -	\$ -		\$ 72,913		
IT Specialist	Raj Ravavanshi	Amtec Advisory	\$ 152	\$ 3,646	\$ 1,483	\$ 1,458	\$ 3,646	\$ -	\$ -	\$ -		\$ 10,269		
Document Control Admin	Gina Rafter	HRTB	\$ 117	\$ 19,349	\$ 19,349	\$ 19,349	\$ 19,349	\$ 19,349	\$ 19,349	\$ 19,349	\$ 19,349		\$ 135,442	
Senior Cost Engineer	Robert Jones	Fairfax & Grant	\$ 200	\$ 33,069	\$ 33,069	\$ 33,069	\$ 33,069	\$ 33,069	\$ 33,069	\$ 33,069	\$ 33,069		\$ 231,483	
Senior Cost Estimator	Amy Robinson	Amtec Advisory	\$ 155	\$ 5,322	\$ 5,322	\$ 5,322	\$ 5,322	\$ 5,322	\$ 5,322	\$ 5,322		\$ 31,931		
Senior Scheduler	Shawn Dwyer	Amtec Advisory	\$ 205	\$ 8,650	\$ 8,650	\$ 8,650	\$ 8,650	\$ 8,650	\$ 8,650	\$ 8,650		\$ 39,229		
Commissioning Authority	Jim Ogden	SOC	\$ 212	\$ 1,723	\$ 1,723	\$ 1,723	\$ -	\$ -	\$ -	\$ -		\$ 5,168		
Commissioning Agent	Marcus Harnedman	SOC	\$ 209	\$ 8,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,315		
Bulding Estimate Agent	Doris Taylor	SOC	\$ 209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
Commissioning Provider	Sean McEvoy	SOC	\$ 163	\$ 6,524	\$ 3,915	\$ 3,915	\$ -	\$ -	\$ -	\$ -		\$ 44,353		
Total Dollars per Month				\$ 248,426	\$ 235,314	\$ 224,440	\$ 210,116	\$ 206,471	\$ 195,236	\$ 174,133		\$ 1,435,134		

Long Beach Airport Phase II Improvements Project

Anser Advisory Inc.
Construction Management Staffing Plan
MAY 2020 - July 2022
February 21, 2020



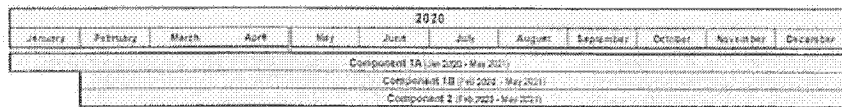
RATE TABLE

Position	Company	Year	2020	2021	2022
		Escalation	Current	3.25%	3.25%
Executive Advisor/Principal-In-Charge	Anser Advisory		\$ 273	\$ 282	\$ 291
Senior Construction Manager	Anser Advisory		\$ 217	\$ 224	\$ 231
Field Construction Manager	Anser Advisory		\$ 167	\$ 172	\$ 178
Project Engineer	Anser Advisory		\$ 135	\$ 139	\$ 144
Lead/Building Inspector	Anser Advisory		\$ 120	\$ 124	\$ 128
Building/MP Inspector	Anser Advisory		\$ 120	\$ 124	\$ 128
Building/Elec. Inspector	Anser Advisory		\$ 120	\$ 124	\$ 128
IT Specialist	Anser Advisory		\$ 171	\$ 177	\$ 182
Document Control/Admin	HNTB		\$ 110	\$ 114	\$ 117
Senior Cost Engineer	Faithful & Gould		\$ 188	\$ 194	\$ 200
Senior Cost Estimator	Anser Advisory		\$ 155	\$ 161	\$ 168
Senior Scheduler	Anser Advisory		\$ 192	\$ 198	\$ 205
Commissioning Authority	3QC		\$ 202	\$ 209	\$ 215
Commissioning Agent	3QC		\$ 195	\$ 201	\$ 208
Building Enclosure Agent	3QC		\$ 195	\$ 201	\$ 208
Commissioning Provider	3QC		\$ 153	\$ 158	\$ 163

NOTES

1. Billing rates are shown for Anser's based on our current published multiplier.
2. The multiplier and escalation shall be adjusted annually.
3. Annual escalation shown is only estimated and represents the maximum possible increase in any one year.
4. Actual billing escalation to be used will be as mutually agreed to by the Airport and Anser in December of each year.
5. The basis for the escalation will be as determined by the ENR Construction Cost Index as listed for the So. Cal. Region.
6. The billing Rates for Faithful & Gould, HNTB and 3QC are as submitted to Anser.

Anser Advisory Inc.
Construction Management Staffing Plan
through April 2020
February 21, 2020

Page 1

DHS - Public Sector

Audited Overhead Rate =

1.10

Profit =

10%

Multiplier = $[(1 + \text{Audited Overhead Rate}) \times (1 + \text{Profit})]$

2.31

Revenue \$ 10,035,704

DL \$ 4,336,386

OH including Labor OH \$ 4,786,981

Profit \$ 912,337

Labor Multiplier 2.31

ANSER

ADVISORY

January 9, 2020

Internal Revenue Service
333 W Pershing Rd.
Mail Stop 6055 5-2
Kansas City, MO 64108

RE:
Taxpayer ID:
Form:
For the year ended:

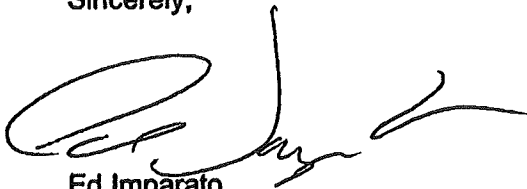
DHS Consulting, LLC
90-0855728
1120
December 31, 2019

Dear Sir/Madam:

Please be advised that the name of the company has changed to Anser Advisory Management, LLC. Enclosed is a copy of the articles of organization evidencing the current name of the company.

Once records have been updated, please send us confirmation. Please direct any questions regarding the enclosed form to Ed Imparato, 11095 Knott Avenue, Suite #L, Cypress, CA 90630.

Sincerely,



Ed Imparato
Chief Financial Officer



Secretary of State
Amendment to Articles of
Organization of a
Limited Liability Company (LLC)

LLC-2

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00

Note: You must file a Statement of Information (Form LLC-12), to change the business address(es) of the LLC or to change the name or address of the LLC's manager(s) and/or agent for service of process, which can be filed online at bizfile.sos.ca.gov/SI.

FILED
Secretary of State
State of California

DEC 06 2019

SYD

IPC

Above Space For Office Use Only

1. LLC Exact Name (Enter the exact name on file with the California Secretary of State.)

DHS CONSULTING, LLC

2. LLC 12-Digit Entity (File) Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2	0	1	9	1	3	7	1	0	1	1	8
---	---	---	---	---	---	---	---	---	---	---	---

3. New LLC Name (If Amending) (See Instructions — List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State. The name must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.)

Anser Advisory Management, LLC

4. Management (If Amending) (Select only one box)

The LLC will be managed by:

☐

One Manager

☐

More than One Manager

☐

All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. Additional Amendment(s) set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-2. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Sign here

Bryan Carruthers, President of Anser Advisory, LLC, Sole Member

Print your name here

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

For the Year Ended December 31, 2018

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

For the Year Ended December 31, 2018

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
DHS Consulting, Inc.
Santa Ana, California

Report on the Financial Schedule

We have audited the Schedule of Indirect Costs – Public Sector (financial schedule) of DHS Consulting, Inc. (DHS) for the year ended December 31, 2018, and the related notes to the financial schedule.

Management's Responsibility for the Financial Schedule

Management is responsible for the preparation and fair presentation of the financial schedule in accordance with accounting principles generally accepted in the United States of America and Part 31 of the Federal Acquisition Regulation (FAR). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a financial schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, as well as the applicable regulations in the FAR. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial schedule.

Board of Directors
DHS Consulting, Inc.
Santa Ana, California

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 2 of the financial schedule, the financial schedule is prepared by DHS on the basis of the financial reporting provisions prescribed by Part 31 of the FAR and certain other federal and state regulations, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The effects on the financial schedule of the variances between the regulatory basis of accounting described in Note 2 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

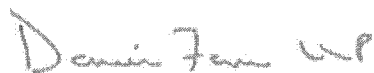
In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial schedule referred to above does not present fairly, in accordance with accounting principles generally accepted in the United States of America, the public sector indirect cost rate of DHS for the year then ended.

Opinion on Regulatory Basis of Accounting

In our opinion, the financial schedule referred to above presents fairly, in all material respects, the public sector indirect cost rate of DHS for the year ended December 31, 2018 in accordance with Part 31 of the FAR described in Note 2.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 6, 2019 on our consideration of DHS' internal control over financial reporting and our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, including provisions of the applicable sections of Part 31 of the FAR. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



Irvine, California
May 6, 2019

DHS CONSULTING, INC.
Schedule of Indirect Costs - Public Sector
For the Year Ended December 31, 2018

	Public Sector Expense	Direct Cost	Unallowable Expense	FAR Ref.	Allowable Costs
<u>Direct costs:</u>					
Direct labor	\$ 4,336,386	\$ 4,336,386	\$ -		\$ 4,336,386
Direct project costs	<u>94,332</u>	<u>94,332</u>	<u>-</u>		<u>94,332</u>
Total direct costs	<u>\$ 4,430,718</u>	<u>\$ 4,430,718</u>	<u>\$ -</u>		<u>\$ 4,430,718</u>
<u>Fringe benefits:</u>					
Bonuses	\$ 497,711	\$ -	\$ -		\$ 497,711
Holiday	224,778	-	-		224,778
Paid time off	411,420	-	-		411,420
Bereavement	3,211	-	-		3,211
Jury duty	4,057	-	-		4,057
Auto allowance	14,116	-	-		14,116
Payroll taxes	517,138	-	-		517,138
Insurance - health	201,064	-	-		201,064
Insurance - workers' compensation	37,641	-	-		37,641
Insurance - life and disability	21,494	-	-		21,494
401(k) employer matching	179,865	-	-		179,865
Cell phone reimbursement	60,744	-	-		60,744
Continuing education	1,141	-	-		1,141
Professional certificates	7,705	-	-		7,705
Employee morale	<u>3,933</u>	<u>-</u>	<u>(3,933)</u>	(1)	<u>-</u>
Total fringe benefits	<u>2,186,018</u>	<u>-</u>	<u>(3,933)</u>		<u>2,182,085</u>
<u>General overhead:</u>					
Indirect labor	1,659,275	-	-		1,659,275
Facility cost	278,447	-	(8,192)	(7)(2)	270,255
Business development	19,990	-	-		19,990
Bank service charges	757	-	(757)	(3)	-
Payroll processing fees	22,850	-	-		22,850
Insurance expense	69,601	-	-		69,601
Licenses and permits	19,005	-	-		19,005
Legal and accounting	202,947	-	-		202,947
Recruiting	20,337	-	-		20,337
Human resources expense	17,212	-	-		17,212
Information technology services	91,408	-	-		91,408
Automobile expenses	105,067	-	-		105,067
Equipment leases	15,402	-	-		15,402
Business meeting meals	31,111	-	(1,062)	(6)	30,049
Travel expense	26,993	-	(333)	(8)	26,660
Mileage	12,063	-	-		12,063

DHS CONSULTING, INC.
Schedule of Indirect Costs - Public Sector
For the Year Ended December 31, 2018

Training funds contributions	8,472	-	-	8,472
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DHS CONSULTING, INC.
Schedule of Indirect Costs - Public Sector
(Continued)

	Public Sector Expense	Direct Cost	Unallowable Expense	FAR Ref.	Allowable Costs
<u>General overhead: (Continued)</u>					
Interest expense	153	-	(153)	(3)	-
Unallowable expense	<u>8,162</u>	<u>-</u>	<u>(8,162)</u>	(4)(5)(6)	<u>-</u>
 Total general overhead	 <u>2,609,252</u>	 <u>-</u>	 <u>(18,659)</u>		 <u>2,590,593</u>
 Total indirect cost	 <u>\$ 4,795,270</u>	 <u>\$ -</u>	 <u>\$ (22,592)</u>		 <u>\$ 4,772,678</u>
 Allowable indirect cost rate					 <u>110.06%</u>

FAR Reference:

- (1) §31.205-13 -- Employee morale costs are unallowable
- (2) §31.205-6(m)(2) -- Personal use of a company-furnished automobile is unallowable
- (3) §31.205-20 -- Interest and service charges are unallowable
- (4) §31.205-22 -- Lobbying and political costs are unallowable
- (5) §31.205-51 -- Alcoholic beverages are unallowable
- (6) §31.205-14 -- Entertainment costs are unallowable
- (7) §31.205-8 and 31.205-13(b) -- Gifts are unallowable
- (8) §31.205-46 -- Excess airfare costs are unallowable

See accompanying Notes to Financial Schedule

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

Notes to Financial Schedule

For the Year Ended December 31, 2018

(1) General Information

DHS Consulting, Inc. ("DHS" or "Company") is an Emerging Business Enterprise established in 2012 with certifications including the California Public Utilities Commission (CPUC) certification as a Minority Business Enterprise (MBE) through Supplier Clearinghouse, the California Unified Certification Program (CUCP), Disadvantaged Business Enterprise (DBE) with North American Industry Classification System (NAICS) Codes 541330, 541611, 541618, Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE), and County of Los Angeles Certified Business Enterprise (CBE) bringing together the expertise of industry professionals specializing in all aspects of Program and Construction Management delivery for Energy / Utility Agencies, Buildings, Transportation, Aviation, and Water projects. With a focus on superior client service, DHS embraces the philosophy that "people build projects, not companies". It is this philosophy that has brought the principals and key management staff together who bring management experience, technical expertise, and client relationships for industry sector project types including major utility sector capital programs, pipelines, transmission projects, airports, water and wastewater plants, hospital, lab, high-rise, educational facilities, highways, interchanges, bridges, grade separations, ports, federal, and many others.

(2) Basis of Accounting

The Schedule of Indirect Costs – Public Sector was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the Schedule of Indirect Costs – Public Sector is not intended to present the results of operations of DHS in accordance with accounting principles generally accepted in the United States of America.

(3) Description of Accounting Policies

Financial Accounting System

The accounting system records transactions on the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when incurred.

Job Cost Accounting System

DHS has established project accounting records to record the costs applicable to individual contracts. All costs for those projects are recorded in these records.

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

Notes to Financial Schedule

(Continued)

(3) Description of Accounting Policies (Continued)

Classification of Direct and Indirect Costs

Costs identified specifically with a contract are direct costs of the contract and are charged directly to the contract. After direct costs have been determined and charged directly to the contract, indirect costs are those remaining costs and are allocated to several cost objectives. Both direct and indirect costs are recorded in the accounting system in the appropriate accounts.

(4) Description of Overhead Rate Structure

Reporting Unit

The reporting unit for the indirect costs consists of DHS' public sector operations only. Other operations within the Company are excluded from this report.

Overhead Rate Structure

DHS' indirect cost rate structure is applied to its public sector operations only. DHS accumulates total overhead costs into a single indirect cost pool, consisting of fringe benefits and general overhead. The basis of allocation of indirect costs is direct labor. The Schedule of Indirect Costs – Public Sector was prepared on an accrual basis of accounting. Besides labor, DHS normally bills vehicles, cell phones, safety equipment, or other specialized items as requested, as direct expenses. In addition, travel, rental trucks, meals, field and other direct costs are billed directly to the customer per contract.

(5) Description of Labor Related Costs

Project Labor

DHS charges labor to all projects on an actual basis. The Company utilizes timecards in which employees are able to directly charge the actual time worked to each project.

Vacation, Holiday and Sick Pay

Full time employees are eligible for paid time off (PTO) with benefits accruing to a maximum of 24 PTO days per year based upon the position and years of experience.

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

Notes to Financial Schedule

(Continued)

(5) Description of Labor Related Costs (Continued)

Overtime

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt, non-agricultural workers are paid at a rate of time and one-half of their regular hourly rate for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week, not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular hourly rate for: (a) hours worked in excess of 12 hours in a day, and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek. Only actual hours worked count toward computing weekly overtime. Exempt employees are compensated for overtime at their hourly rate. As such, DHS has no uncompensated overtime.

Highly Compensated Employees

DHS did not compensate senior executives in excess of the FAR §31.205-6(p) limit of \$525,000 per person. To evaluate the overall reasonableness of employee compensation, the compensation of senior executives were compared to the salary and bonus for similar executives using the National Compensation Matrix (NCM), and the compensation was within the reasonable range.

Retirement Plan

DHS offers eligible employees a 401(k) Qualified Retirement Plan, which is a means of long-term savings for retirement. The Company's contribution, if any, is determined by the employer on an annual basis. This plan is in compliance with FAR §31.205-6(j).

Contract Labor

DHS does not use contract labor.

(6) Description of Depreciation and Leasing Policies

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the general overhead pool. DHS capitalizes fixed assets that, when purchased, cost greater than \$500 per unit. DHS uses the straight-line method to depreciate capital assets using the following useful lives.

<u>Asset Type</u>	<u>Useful Life</u>
Office and computer equipment	4 years
Safety equipment	5 years
Furniture and fixtures	6 years

DHS CONSULTING, INC.

Audit of Indirect Costs – Public Sector

Notes to Financial Schedule

(Continued)

(7) Related Party Transactions

DHS employs one person who is related to the Company's President. To evaluate the reasonableness of the salary paid, this individual's salary was compared to similar positions within the Company, as well as compensation per the National Compensation Matrix. After analysis, the salary was determined to be reasonable.

(8) Subsequent Events

The Company has evaluated subsequent events through May 6, 2019, the date upon which the Schedule of Indirect Costs – Public Sector was available for issuance. There were no subsequent events that were identified that would impact the Schedule of Indirect Costs – Public Sector as of this date.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF A FINANCIAL SCHEDULE PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

Board of Directors
DHS Consulting, Inc.
Santa Ana, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, as well as the applicable Federal Acquisition Regulation (FAR), the Schedule of Indirect Costs – Public Sector (financial schedule) of DHS Consulting, Inc. (DHS) for the year ended December 31, 2018, and the related notes to the financial schedule, and have issued our report thereon dated May 6, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial schedule, we considered DHS' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial schedule, but not for the purpose of expressing an opinion on the effectiveness of DHS' internal control. Accordingly, we do not express an opinion on the effectiveness of DHS' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements in a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial schedule will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial schedule of DHS is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the provisions of the applicable sections of Part 31 of the FAR, noncompliance with which could have a direct and material effect on the determination of financial schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature of Dennis Farn.

Irvine, California
May 6, 2019

Name of Offeror/Contractor 3QC		Supplies and/or Services to be Furnished Commissioning YEAR 2020		
Home office address 950 Glenn Drive, Suite 200 Folsom, CA 95630				
Division(s) and Locations where Work is to be performed LA METRO Offices		LACMTA Solicitation/Bid/Proposal/Contract Number/Change Notice/Change Order Number: RFP No. PS66100MC076		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.				
1. Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	Total Est. Cost
2. Commissioning Agent (Michael Kalemkaryan)	220.00	\$71.37	\$15,701.11	
3		\$0.00	\$0.00	
4		\$0.00	\$0.00	
			\$0.00	
5.	TOTAL DIRECT LABOR			\$15,701.11
6. Labor Overhead (O/H)	O/H Rate	x Base = Est. Cost		
7	130.82%	\$20,540.20		
8.				
9.				
10.	TOTAL LABOR OVERHEAD			\$20,540.20
11. Fringe Benefits Overhead	FB O/H Rate	x Base = Est. Cost		
12.		\$0.00		
13.				
14.	TOTAL FRINGE BENEFITS OVERHEAD			\$0.00
15. Direct Material		Est. Cost		
16. a. Purchase Parts		\$0.00		
17. b. Subcontracted items		\$0.00		
18. c. Other		\$0.00		
19.	TOTAL DIRECT MATERIAL			\$0.00
20. Equipment	Unit Cost	Est. Cost		
21.	\$0.00	\$0.00		
22.	\$0.00	\$0.00		
23.	TOTAL EQUIPMENT			\$0.00
24. Travel		Est. Cost		
25. a. Transportation		\$0.00		
26. b. Per Diem or Submissions		\$0.00		
27.	TOTAL TRAVEL			\$0.00
28. Other Direct Costs (See Line 55, details)		Est. Cost		
29.		\$0.00		
30.		\$0.00		
31.		\$0.00		
32.	TOTAL OTHER DIRECT COSTS			\$0.00
33. Consultants/Subcontractors (See Line 50, details)		Est. Cost		
34.		\$0.00		
35.		\$0.00		
36.		\$0.00		
37.	TOTAL CONSULTANTS/SUBCONTRACTORS			\$0.00
38.				
39.	TOTAL DIRECT AND OVERHEAD COSTS (Total Lines 5, 10, 14, 19, 23, 27, 32 and 37)			\$36,241.31
40. General and Administrative Expense	Rate %	% x Line 39		
41.		\$0.00		
42.	TOTAL GENERAL AND ADMINISTRATIVE EXPENSE			\$0.00
43.	TOTAL ESTIMATED COSTS (Total Lines 39 & 42)			\$36,241.31
44. Fee	Rate %	% x Line 5, 10, 14		
45.	8%	\$2,899.30		
46.	TOTAL FEE			\$2,899.30
47.	TOTAL ESTIMATED COST/PROPOSED PRICE AND FEE (Total of Lines 43 & 46)			\$39,140.62
48.				
49.				
50. Identify Consultant(s) (Refer to Line 28)	Task Assigned	Contract Type	Amount	
51.			\$0.00	
52.			\$0.00	
53.			\$0.00	
54. Total			\$0.00	
55. Identify Other Direct Costs (Refer to Line 33)		Amount		
56.		\$0.00		
57.		\$0.00		
58. Total			\$0.00	

59. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes <u>No</u> X If yes, when? Reference Contract No.		
60.b. Agency Name/Address N/A		60c. Individual to contact/Telephone Number N/A
61. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.		
62. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.		
63. CERTIFICATE The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , <u>has not</u> , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer. HAS NOT		
64. CERTIFICATE OF CURRENT COST OR PRICING DATA This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of <u>PS68100MC0176</u> * are accurate, complete and current as of <u>1/17/2020</u> **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.		
65. This proposal as submitted represents our best estimates and/or actual costs as of this date.		
68. Type Name and Title of Authorized Representative James Becker, Principal		Signature Date*** 1/17/2020
* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.)		
67. ** Insert the day, month and year when price negotiations were concluded and price agreement was reached.		
68. *** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).		
69.		

Hourly Rates – Long Beach Airport

POSITION	Salary	Multiplier	Effective Rate
Commissioning Authority	\$79.33	2.54	\$201.50
Commissioning Agent	\$76.50	2.54	\$194.31
Building Enclosure Agent	\$76.50	2.54	\$194.31
Commissioning Provider	\$60.10	2.54	\$152.66

EXHIBIT “C”

City’s Representative:

Stephan Lum, Senior Civil Engineer

(562) 570-2682

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Principal-in-Charge: Richard Panos

Senior Construction Manager: Kenneth Darr