



City of Long Beach
Working Together to Serve

Department of Public Works

REQUEST FOR QUALIFICATIONS

for

**AS-NEEDED AIRPORT PLANNING,
ENGINEERING, AND ARCHITECTURAL
CONSULTING SERVICES**

for

THE LONG BEACH AIRPORT

City of Long Beach, CA

Release Date: **April 11, 2003**

Mandatory Pre-submittal Conference: **April 30, 2003**

Submittal Deadline: **May 15, 2003**

Table of Contents

1.	Introduction	1
2.	Requirements for Services	1
3.	Schedule of RFQ Events	2
4.	Period of Performance	3
5.	Statement of Qualifications	3
6.	Costs of RFQ Preparation	3
7.	Withdrawal of Statement of Qualifications	4
8.	General Terms and Conditions	4
9.	Key Personnel	4
10.	Office Location/Travel	5
11.	Contract Type, Overhead Rate and Fee	5
12.	Scope of Work	5
13.	Negotiations and Award	5
14.	Preparation of the Statement of Qualifications	5
15.	Required Format for Statement of Qualifications	5
16.	Evaluation Process and Criteria	7
17.	Notification and Debriefing of Unsuccessful Offers	9
18.	Additional Information	10

Appendix A – Preliminary Scope of Work

Appendix B – Sample Pro Forma Contract

REQUEST FOR QUALIFICATIONS

for

AS-NEEDED AIRPORT PLANNING, ENGINEERING, AND ARCHITECTURAL CONSULTING SERVICES

The City of Long Beach desires to engage the services of a consultant or team of consultants to provide planning, engineering, and architectural services for a variety of airport projects, both on the land side and airfield side of the Airport. Projects may include, but not be limited to runway, taxiway, ramp and perimeter road improvements, improvements to the Terminal Building and Terminal support facilities, and improvements to access roads, parking structures and surface lots.

1. INTRODUCTION

This RFQ is intended to procure professional services for the management, planning and design of various airport related projects requiring architectural, planning, civil, structural, traffic, electrical, mechanical, and geotechnical engineering, and construction services. These services shall be on an as-needed or on-call basis and are further described in the Preliminary Scope of Work included in Appendix A of this RFQ.

The projects for which these services will be required will be funded by various sources. Projects may be 100% funded by Airport funds or may be a mixture of Airport funds and grant funds, including Federal Aviation Administration (FAA) grants.

2. REQUIREMENTS FOR SERVICES

Each submitting firm and team must have the capability to provide the full range of services required for the services noted in the Preliminary Scope of Work.

The various work performed by the firm shall be performed by, or where appropriate, under the direction of, personnel possessing the appropriate State of California professional licenses or other certifications required or desirable for the various disciplines necessary for the successful completion of services described in the Preliminary Scope of Work.

Previous professional work in the subject areas, specifically related to **airport** projects, will be a heavily weighted factor in the selection process. Quality of performance on previous contracts, ability to meet project schedules and budgets, ability to communicate well with Airport staff, Airport stakeholders, and construction personnel will be some of the attributes and factors considered.

3. SCHEDULE OF RFQ EVENTS

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this RFQ at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all submittals. It is the goal of the City to select the consultant/team or consultants/teams by **June 2003**. In preparation for that action, the following schedule of events has been prepared:

- Mandatory pre-submittal conference: **Wednesday, April 30, 2003 at 10:30 AM.**
- Deadline for submission of written questions to the City: **Friday, May 2, 2003 at 11:00 AM** (Questions should be faxed to Rachel Korkos at (562)570-2601 *and* mailed to the address below).
- Statement of Qualifications are due no later than **Thursday, May 15, 2003 at 4:00 PM.**
- Notification of the top ranked submittals for oral interview: **Week of May 26, 2003.**
- Top ranked proposers participate in oral interviews: **Week of June 2, 2003.**

The **mandatory pre-submittal conference** will be held on **Wednesday, April 30, 2003 from 10:30 AM to 11:30 AM** in the downstairs auditorium of the Main Library located adjacent to City Hall at 101 Pacific Avenue, Long Beach, California, 90802.

Statements of Qualifications will only be accepted from those firms, either serving as the sole consultant or as the prime consultant for a team, which had representatives in attendance at the mandatory pre-submittal meeting. Subconsultants are welcome to attend, but subconsultant attendance is not required.

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFQ must be submitted to:

Ms. Rachel Korkos, Civil Engineer
Department of Public Works, City of Long Beach
Bureau of Engineering, 9th Floor City Hall
333 W. Ocean Blvd.
Long Beach, CA 90802

Office Telephone: (562) 570-6330 or (562) 570-2620
Facsimile: (562) 570-6012

The City of Long Beach will respond to all written questions by issuing a written addendum, which will be sent to all consultants who signed in at the pre-submittal conference or who register a request for such addendum.

Prospective firms are encouraged to promptly notify the City of Long Beach of any apparent inconsistencies in this RFQ and attachments.

4. PERIOD OF PERFORMANCE

Performance under a contract awarded pursuant to this RFQ is intended to commence after **July 14, 2003** and extend for a period of three (3) calendar years. An overall contract Notice to Proceed will be issued to the successful consultant/team(s) subject to the successful conclusion of contract negotiations. Individual Notices to Proceed will subsequently be issued for each as-needed project assignment, following negotiations of the scope of work and fee of that assignment.

The City reserves the right to modify the composition of and the scope of services requested through this RFQ.

The as-needed services are subject to performance and termination sections described in the Sample Pro Forma Contract in Appendix B.

5. STATEMENT OF QUALIFICATIONS

Six (6) copies of the Statement of Qualifications, including one copy containing an original signature, must be provided no later than **Thursday, 4:00 PM, on May 8, 2003.** Submittals received after this time will not be accepted and will be returned unopened. All submittals should be clearly marked with the submittal address as follows:

Department of Public Works, City of Long Beach
Office Of The City Engineer
Bureau of Engineering, 9th Floor City Hall
333 W. Ocean Blvd.
Long Beach, CA 90802

RE: RFQ Submittal for

As-Needed Airport Planning, Engineering, and Architectural Consulting Services

6. COST OF RFQ PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant/team preparing a submittal or portions thereof or by any selected consultant/team. Each consultant/team shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the Statement of Qualifications and related information in response to this RFQ.
- Negotiations with the City on any matter related to this procurement.

- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a consultant/team prior to the date of award and a formal notice to proceed.

7. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

Statement of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the anticipated pro forma contract (Agreement).

Each prospective consultant/team is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in their Submittal cover letter (or their objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected consultant(s) as soon as possible after the CITY COUNCIL has approved the selection. In the event of a delay in reaching a contract agreement, the offer of key personnel identified in the RFQ shall be valid for 120 days after submittal of the Statement of Qualifications.

9. KEY PERSONNEL

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFQ. The City reserves the right to approve all key personnel individually and all subconsultants for work on this contract. The consultant must identify all proposed key personnel. The Statement of Qualifications shall include a table for key personnel (i.e. direct report to the Project Manager) showing their availability to the Long Beach Airport Projects and commitment to other projects.

All key staff shall be named in the contract. After the contract is signed, the consultant/team may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to the Long Beach Airport Projects. City reserves the right to request that the consultant/team replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project. Replacement staff would be subject to City approval prior to assignment to the team.

10. OFFICE LOCATION/TRAVEL

There is no intention for consultant/team personnel to be housed at the City's office. The City does not intend to reimburse the Consultant for personnel relocation under this contract. Specialty staff identified in the submittals that are needed for specific assignments on this contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office.

11. CONTRACT TYPE, OVERHEAD RATE AND FEE

The Proposed Fee for this contract will be based on firm fixed hourly rates subject to an overall contract cap. The rates will be fixed for the duration of the AGREEMENT.

12. SCOPE OF WORK

A Preliminary Scope of Work is provided in Appendix A.

13. NEGOTIATIONS AND AWARD

Submittals will be evaluated by a panel comprised of City staff from relevant departments and/or bureaus. The City may choose to enter into contracts with more than one consultant or team, depending on the amount of projects anticipated by the City. The City will negotiate with the person/entity or persons/entities whose Statement(s) of Qualifications best meet the needs of the City. These negotiations will address a fair and reasonable price for services to be provided and the terms of any contract to be awarded as a result of this RFQ. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms of a contract, then the City will end negotiations with that person/entity and will begin negotiations with the next person or entity who best meets the needs of the City, and so on until the City and the proposer(s) reach agreement.

14. PREPARATION OF STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be signed and sealed by a duly authorized official of the prime consulting firm or firms. The Statement of Qualifications shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFQ.

15. REQUIRED FORMAT FOR THE STATEMENT OF QUALIFICATIONS

The City requires a specific format for the Statement of Qualifications. The Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall not be smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections

will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

15.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Statement of Qualifications, including a brief description of the proposed team firm(s), and other key staff. It shall make a commitment to accept the terms and conditions in the RFQ and Pro Forma contract, including acknowledgment of receipt of all amendments and/or addenda to the RFQ. If there are any exceptions, they shall be noted in the cover letter. Any requested exceptions shall include alternative language where applicable. Exceptions noted will be reviewed by the City Attorney's office early in the selection process. Should the requested exceptions and contract language changes be determined unacceptable by the City Attorney's office, the proposal will not be further considered by the selection committee. Therefore, it is incumbent upon the proposer to only request those exceptions and contract language changes that the proposer must legally have in order to enter into a contract with the City. The letter shall also identify a single person for possible contact during the RFQ review process.

15.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing required for the services requested. All sub-consultants and their roles should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all aspects of the work.

15.3 Qualifications of Consultant/Team Staff

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant project management and work experience, years of relevant experience, the current and proposed location of the person, a statement of availability, and identification of the firm this person is employed by. Two references shall be provided for each key staff member. This section shall also include a table of each key person showing their availability for the duration of this work as well as any commitment to other projects.

15.4 Experience of Firms

Relevant experience of the consultant/team included in this RFQ shall be identified. Include project descriptions, status of the project, and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current client references. The focus should be on experience in planning and designing **airport** projects. Only recent work for **airport** projects completed in the past five years should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

The consultant/team shall demonstrate its financial stability and capability to provide the services to meet the expectations of the City as described above. The consultant should demonstrate financial stability and capability in the following manner:

- Corporate history;
- Years in existence,
- Size of corporation, and
- Other documentation as deemed relevant.

15.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant consultant/team project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the firms submitting the Statement of Qualifications. There is no page limit in this section.

16. EVALUATION PROCESS AND CRITERIA

The City Engineer will appoint a selection panel to evaluate the Statement of Qualifications. Each member of the selection panel will evaluate each submittal using a 100-point scale and the evaluation criteria listed below to calculate a “submittal score” for each consultant/team.

WRITTEN PROPOSAL EVALUATION CRITERIA:

1. Qualifications, appropriateness, completeness, and experience of the lead and supporting firms in providing the required as-needed Airport- related consulting services as described in the Preliminary Scope of Work.	25 Points
2. Team organization and the qualifications and experience of the key personnel in providing the required services.	20 Points
3. References and performance records on similar projects and/or undertakings.	15 Points
4. Quality, quantity and availability of the firm's or team's human resources throughout the duration of the contract.	15 Points
5. Project Management qualifications and acumen including methodology and response approach to client's as-needed project requests; cost, quality and schedule controls; and written communication skills.	15 Points
6. Knowledge of the Long Beach Airport and understanding of the Airport's needs and issues.	10 Points
TOTAL POSSIBLE SCORE	100 Points

Each member will then rank the consultants/teams by their respective "submittal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultants/teams based upon the rankings (not scores) of the submitting consultants/teams.

Short-listed consultants/teams will be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the consultant's/team's submittal. Notification to the short-listed consultants/teams will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each short-listed firm.

**EVALUATION CRITERIA FOR
ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:**

- | | |
|---|-----------|
| 1. Overall qualifications of proposed team and experience in the required areas. | 30 Points |
| 2. Demonstrated prior experience with successful Airport projects and as-needed/on-call contracts. | 20 Points |
| 3. Depth and availability of required resources. | 20 Points |
| 4. Project Management acumen including ability to effectively work together with team members, proposed consultants, and with clients and stakeholders. | 15 Points |
| 5. Oral communication/interpersonal skills including responses to interview questions. | 15 Points |

TOTAL POSSIBLE SCORE **100 Points**

After the oral interviews are complete, each selection panel member will rank the consultants by their respective “oral-interview score” (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified consultant/team, or consultant(s)/team(s) if it is determined by the City that more than one consultant/team is required for the anticipated projects, based on the rankings (not scores) of the oral interviews. The City Engineer will submit the recommendation of the selection panel to the City Council for approval.

Upon selection of the successful firm(s) and prior to the start of the contract negotiations, the Consultant is required to submit to the City with the initially proposed rates and fees, the required insurance certificates for the Consultant and its subconsultants.

17. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The City Engineer shall notify all of the consultants/teams of the selection panel’s recommendation once the recommendation is transmitted to the City Council. Consultants desiring a debriefing will be allowed to make an appointment with the City Engineer’s Project Manager. Debriefings will not be scheduled until the City Council has acted on the recommendation of the selection panel.

18. ADDITIONAL INFORMATION

18.1 POLICY ON DISADVANTAGED, MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

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

Our current DBE goal is 2% for Federal Aviation Administration (FAA) funded projects. Firms should include in their proposals an explanation as to how they will meet this goal, should they be requested to provide services on an FAA funded project.

Some projects assigned under this as-needed contract may be subject to a DBE participation goal other than that listed in the previous paragraph and/or DBE participation goals may change over the course of the multi-year contract. Therefore, specific DBE participation will be requested at the time the individual project assignments are negotiated.

18.2 EQUAL EMPLOYMENT OPPORTUNITY

The City of Long Beach is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

18.3 CONFLICT OF INTEREST

The consultant may be required to complete conflict of interest forms. Additionally, if selected to provide the required services, the consultant's firms or its subsidiaries may not be allowed to propose or bid on other aspects of the projects.

18.4 USE TAX

The consultant shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its contracts. The use tax, which is self-accrued, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

18.5 **INSURANCE**

Should a contract be awarded to your firm, you must comply with the insurance specifications in the City's Standard Agreement:

- a) Insurance coverage must be provided by a company that is admitted to write in California and has a rating of A:VIII by A.M. Best & Company.
- b) An endorsement naming the City of Long Beach as additional insured on the general liability policy. Coverage equal to \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate is required.
- c) A minimum of \$1,000,000 aggregate combined single limit in professional liability insurance.
- d) Workers' compensation insurance as required by the Labor Code of the State of California.
- e) Automobile liability insurance not less than \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

Appendix A

(Preliminary Scope of Work)

LONG BEACH AIRPORT PRELIMINARY SCOPE OF WORK

AS-NEEDED AIRPORT PLANNING, ENGINEERING, AND ARCHITECTURAL CONSULTING SERVICES

OVERVIEW OF SERVICES

The City of Long Beach desires to engage the services of a consultant(s) or team(s) to provide planning, engineering and architectural consulting services for various *airport* projects. The work resulting from this RFQ will be varied. It may include such services as the preparation of environmental documents and Federal Aviation Administration (FAA) applications and reports; airfield and airspace compatibility analyses; surveys, investigations, and analyses of existing and proposed facilities; preparation of precise and budgetary cost estimates and schedules for design and construction; conceptual planning and design studies; preliminary architectural and engineering designs; final architectural and engineering designs resulting in project bid documents including plans, specifications, and engineer's estimate; project management; and services during construction.

To accomplish this work, it is expected that the selected consultant or team will have available competent professionals in the areas of project management, airport planning, various engineering fields, including civil, structural, traffic, electrical, mechanical, and geotechnical, architecture specific to airport facilities, and construction management personnel.

Specific projects to be included in the required consultant work cannot be definitively identified at this point during the RFQ process. It is anticipated that, although services are required immediately, the bulk of services for larger scale projects will occur in the latter part of the term of the contract.

REQUIREMENTS FOR SERVICES

The various work performed by the firm or team shall be performed by, or where appropriate, under the direction of, personnel possessing the appropriate State of California professional licenses or other certifications required or desirable for the various disciplines necessary for the successful completion of services.

The consultant shall have a full understanding of all applicable local, county, state and federal codes and regulations pertinent to the specific project assignment, including but not limited to, FAA standards, orders, and Advisory Circulars; all current FAA and Transportation Security Administration (TSA) security requirements and guidance documents; the current California Building Code, Uniform Building Code (UBC), Standard Specifications for Public Works Construction (Greenbook), California Access

Code Title 24, American with Disabilities Act, National Electric Code (NEC), Uniform Mechanical Code (UMC), and the National Fire Protection Association (NFPA).

POTENTIAL SERVICES AND PROJECTS

The various consultant services that may be required during the course of this contract for the Airport's projects are indicated below.

Planning Services

- Preparation of environmental documentation per CEQA and NEPA.
- Airspace reviews per FAR Part 77 and support and analysis for FAA Notices of Proposed Construction or Alteration (7460).
- Airport NPDES Industrial and Construction Permit services.
- Pavement condition surveys and data input into the Airport's Pavement Management System.
- Airport Layout Plan Updates
- Reviews of plans for tenant improvements.

Airfield Design Services

Services may include all or portions of the project management and preliminary and final design services for the following projects:

- Runway and taxiway improvements, including pavement construction, reconstruction, and rehabilitation, and lighting, signage, landing aids, pavement markings, drainage and utility improvements or modifications.
- Safety Area improvements, including grading and stabilizing, and drainage and utility improvements or modifications.
- Air Carrier Ramp improvements, including pavement rehabilitation and reconstruction, pavement markings, passenger walkways, and utilities, including modifications to existing and new utilities such as delivery systems for electrical and pre-conditioned air to the aircraft parking positions and fuel containment systems.
- Perimeter road improvements.
- Drainage improvements.
- Utility improvements and relocations.
- General Aviation Tie-Down Areas.
- Preparation of Storm Water Pollution Prevention Plans.

Terminal Area Design Services

Services may include all or portions of the project management and preliminary and final architectural and engineering design services for the following projects:

- Improvements to existing or new holdroom, security screening, baggage claim, and concession areas.
- Security Access Control System and Security Office Improvements.
- Improvements to access roads, parking areas and pedestrian walkways, pavement rehabilitation or reconstruction, striping, signage, lighting, signals, and fencing.
- Utility service and distribution improvements.
- Improvements to the Airport Terminal Building, including maintenance, modifications to existing layout of counters, concession and office areas, improvements to existing signage, lighting and utilities, and a new Flight Informational Display System.

Construction Services

- Provide assistance during construction, including but not limited to the review of submittals and shop drawings, answering Requests for Information and Requests for Clarifications, redesigns if necessary or beneficial, and drafting of as-built plans.
- Construction management services including but not limited to, providing a resident engineer, inspection, materials testing, construction surveying, and all pertinent record keeping.

Miscellaneous Services

- Presentations of projects to the City Council, Planning Commission, and Cultural Heritage Commission.
- Conduct or assist the Airport with public meetings.
- Obtain or assist the Airport in obtaining permits for construction of improvements (such as permits from the City of Long Beach Planning and Building Department and Regional Water Quality Control Board).

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

Appendix B

(Sample Pro Forma Contract)

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

1 milestones for performance, if any, are met.

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

15 D. Consultant represents that Consultant has obtained all necessary
16 information on conditions and circumstances that may affect performance hereunder and
17 has conducted site visits, if necessary.

18 2. TERM. The term of this Agreement shall commence at midnight on
19 _____, 20__, and shall terminate at 11:59 p.m. on _____, 20__, unless sooner
20 terminated as provided in this Agreement, or unless the services to be performed
21 hereunder or the Project is completed sooner.

22 3. COORDINATION AND ORGANIZATION.

23 A. Consultant shall coordinate performance hereunder with City's
24 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
25 this reference. Consultant shall advise and inform City's representative of the work in
26 progress on the Project in sufficient detail so as to assist City's representative in making
27 presentations and in holding meetings for the exchange of information. City shall furnish
28 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and

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

1 incorporated herein by this reference, and shall perform any other tasks described therein.

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

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

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

23 (a) Commercial general liability insurance (equivalent in scope to ISO
24 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
25 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
26 (\$2,000,000) general aggregate. Such coverage shall include but not be
27 limited to broad form contractual liability, cross liability, independent
28 contractors liability, and products and completed operations liability. The

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

1 City, its officials, employees and agents shall be named as additional
2 insureds by endorsement (on City's endorsement form or on an endorsement
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
4 this insurance shall contain no special limitations on the scope of protection
5 given to the City, its officials, employees and agents.

6 (b) Workers' Compensation insurance as required by the Labor Code
7 of the State of California and employer's liability insurance in an amount not
8 less than One Million Dollars (\$1,000,000).

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

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

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

24 Consultant shall require that all contractors and subcontractors which
25 Consultant uses in the performance of services hereunder maintain insurance in
26 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
27 designee.

28 Prior to the start of performance, Consultant shall deliver to City certificates

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

1 of insurance and required endorsements for approval as to sufficiency and form. The
2 certificate and endorsements for each insurance policy shall contain the original signature
3 of a person authorized by that insurer to bind coverage on its behalf. In addition,
4 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,
5 furnish to City certificates of insurance and endorsements evidencing renewal of such
6 insurance. City reserves the right to require complete certified copies of all policies of
7 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
8 make available to City's Risk Manager or designee all books, records and other information
9 relating to the insurance coverage required herein, during normal business hours.

10 Any modification or waiver of the insurance requirements herein shall only
11 be made with the approval of City's Risk Manager or designee. Not more frequently than
12 once a year, the City's Risk Manager or designee may require that Consultant,
13 Consultant's contractors and subcontractors change the amount, scope or types of
14 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
15 coverages herein are not adequate.

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

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contem-
20 plates the personal services of Consultant and Consultant's employees, and the parties
21 acknowledge that a substantial inducement to City for entering this Agreement was and is
22 the professional reputation and competence of Consultant and Consultant's employees.
23 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
24 herein, or any portion hereof, without the prior approval of City, except that Consultant may
25 with the prior approval of the City Manager of City, assign any moneys due or to become
26 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and
27 any assignee or delegate shall acquire no right or interest by reason of such attempted
28 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of

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

1 the performance required hereunder without the prior approval of the City Manager or
2 designee, nor substitute an approved subcontractor without said prior approval to the
3 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
4 many employees as Consultant deems necessary for performance of this Agreement.

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

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

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

26 10. TERMINATION. Either party shall have the right to terminate this
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days'
28 prior notice to the other party. In the event of termination under this Section, City shall pay

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

1 Consultant for services satisfactorily performed and costs incurred up to the effective date
2 of termination for which Consultant has not been previously paid. The procedures for
3 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
4 termination, Consultant shall deliver to City all Data developed or accumulated in the
5 performance of this Agreement, whether in draft or final form, or in process. And,
6 Consultant acknowledges and agrees that City's obligation to make final payment is
7 conditioned on Consultant's delivery of the Data to the City.

8 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
9 shall not disclose the Data or use the Data directly or indirectly other than in the course of
10 services provided hereunder during the term of this Agreement and for five (5) years
11 following expiration or termination of this Agreement. In addition, Consultant shall keep
12 confidential all information, whether written, oral, or visual, obtained by any means
13 whatsoever in the course of Consultant's performance hereunder for the same period of
14 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
15 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

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

22 13. WARRANTY. If, in the opinion of City, the Data or services performed
23 by Consultant requires correction during a period of _____ () months following
24 expiration or termination of this Agreement, Consultant shall make said corrections at no
25 additional charge or cost to City. The corrective action required hereunder shall be in
26 addition to any other rights or remedies that City may have.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach hereof waived, except in writing signed by the

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

1 parties which expressly refers to this Agreement.

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

7 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter herein.

10 17. INDEMNITY. Consultant shall, with respect to services performed in
11 connection with this Agreement, indemnify and hold harmless the City, its Boards,
12 Commissions, and their officials, employees and agents (collectively in this Section, "City")
13 from and against any and all liability, claims, demands, damage, loss, causes of action,
14 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
15 expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include
16 allegations and include by way of example but are not limited to: Claims for property
17 damage, personal injury or death arising in whole or in part from any negligent act or
18 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under
19 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
20 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
21 in any way to worker's compensation. Independent of the duty to indemnify and as a free-
22 standing duty on the part of Consultant, Consultant shall defend City and shall continue
23 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.
24 No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor
25 shall be required for the duty to defend to arise. Consultant shall notify the City of any
26 claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall tender
27 the defense of such claim to Consultant, and shall assist Consultant, as may be reasonably
28 requested, in such defense.

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

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

3 19. COSTS. If there is any legal proceeding between the parties to enforce
4 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
5 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
6 fees and court costs (including appeals).

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

17 It is the policy of City to encourage the participation of Disadvantaged,
18 Minority and Women-owned Business Enterprises in City's procurement process, and
19 Consultant agrees to use its best efforts to carry out this policy in the award of all approved
20 subcontracts to the fullest extent consistent with the efficient performance of this
21 Agreement. Consultant may rely on written representations by subcontractors regarding
22 their status. City's policy is attached as Exhibit "D" hereto. Consultant shall report to City
23 in May and in December or, in the case of short-term agreements, prior to invoicing for final
24 payment, the names of all sub-consultants engaged by Consultant for this Project and
25 information on whether or not they are a Disadvantaged, Minority or Women-Owned
26 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
27 637).

28 21. NOTICES. Any notice or approval required hereunder by either party

1 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
2 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
3 the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: City
4 Manager with a copy to the City Engineer at the same address. Notice of change of
5 address shall be given in the same manner as stated herein for other notices. Notice shall
6 be deemed given on the date deposited in the mail or on the date personal delivery is
7 made, whichever first occurs.

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

16 23. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
17 following copyright protection on all Data: © City of Long Beach, California ____, inserting
18 the appropriate year.

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

23 C. Consultant warrants that the Data does not violate or infringe any patent,
24 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
25 and shall protect, defend, indemnify and hold City, its officials and employees harmless
26 from any and all claims, demands, damages, loss, liability, causes of action, costs or
27 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,
28 arising from any breach or alleged breach of this warranty.

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

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

9 25. WAIVER. The acceptance of any services or the payment of any money
10 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
11 damages or indemnity stated in this Agreement. The waiver of any breach of this
12 Agreement shall not constitute a waiver of any other or subsequent breach of this
13 Agreement.

14 26. CONTINUATION. Termination or expiration of this Agreement shall not
15 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
16 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish
17 any warranties hereunder.

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

27 28. ADVERTISING. Consultant shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business, nor as a reference, without the

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

1 prior approval of the City Manager or designee.

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

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

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

11 (Name of Consultant), a _____
12 (corporation, partnership, individual)

13 _____, 20__

14 By _____
15 President

15 _____, 20__

16 By _____
17 Secretary

18 "Consultant"

19 CITY OF LONG BEACH, a municipal corporation

20 _____, 20__

21 By _____
22 City Manager

23 "City"

24 This Agreement is approved as to form on _____, 20__.

25 ROBERT E. SHANNON, City Attorney

26 By _____
27 Deputy