



*Southern California*

LOGISTICS AIRPORT

**SCLA**

14343 Civic Drive

P.O. Box 5001

Victorville, CA 92393-5001

***Request For Qualifications***

***Project #ES16-007***

***FOR***

**AIRPORT ENGINEERING SERVICES**

**Due Date:**

**July 28, 2015**

**3:00 P.M., PST**

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# **SOUTHERN CALIFORNIA LOGISTIC AIRPORT AUTHORITY**

## **REQUEST FOR QUALIFICATIONS**

### **PROJECT #**

### **ENGINEERING SERVICES AT SOUTHERN CALIFORNIA LOGISTIC AIRPORT**

**July 2, 2015**

#### **1. GENERAL INFORMATION**

The Southern California Logistic Airport Authority (SCLAA) is soliciting qualifications from consultants that may lead to the award of one or more annual contracts for **AIRPORT ENGINEERING SERVICES AT THE SOUTHERN CALIFORNIA LOGISTIC AIRPORT (SCLA)**. Statements of Qualifications (SOQ) will be received until **3:00pm (PST) on July 28, 2015**.

Consultants will be required to submit a Statement of Qualifications describing in detail the consultant's qualifications and experience with engineering services at commercial airports commensurate with the needs of the SCLA.

The SOQ will be evaluated based on the criteria outlined in this Request for Qualifications (RFQ), in accordance with FAA Advisory Circular 150/5100-14E "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects", and a short list of qualified consultants will be developed. The SCLA staff will numerically rank those consultants with the most qualified consultant as "number one" (hereafter to be referred to as the "Selected Consultant"). All other consultants will be numerically ranked in the order of being the next most qualified to perform the required engineering services. The SCLAA desires to enter into annual contracts with the Selected Consultant to provide airport engineering services related to future FAA funded Airport Improvement Program (AIP) for a period of time not to exceed five years in duration. Each year the SCLAA will confer with the Selected Consultant to develop a mutually agreed upon detailed Scope of Services for the project(s) to be completed during that year, with the first project being the construction management of the Runway 17/35 Asphalt Rehabilitation Project – Phase I. The SCLAA will then enter into fee negotiations with the Selected Consultant to perform the airport engineering services described in the detailed Scope of Services. In the event that the SCLAA and the Selected Consultant are unable to mutually agree upon a fair and reasonable price, the SCLAA shall terminate negotiations with the Selected Consultant and commence new negotiations with the "number two" ranked consultant. This procedure shall be continued with the qualified consultants in the sequence of ranking established by the selection process until a mutually satisfactory contract has been negotiated.

**THE CONSULTANT SHALL NOT SUBMIT ANY COST INFORMATION WITH THE STATEMENT OF QUALIFICATIONS SUBMITTAL. ANY STATEMENT OF QUALIFICATION SUBMITTAL CONTAINING COST INFORMATION SHALL NOT BE CONSIDERED, BUT RETURNED TO THE CONSULTANT.**

Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.

**Costs of developing the SOQ are the responsibility of the Consultant and shall not be chargeable to the SCLAA.**

## **2. DESCRIPTION OF PROJECT AND LOCATION**

The SCLA encompasses approximately 2,500 acres of the former George Air Force Base (GAFB) and is located in northwest corner of the City of Victorville, in the southeast corner of Mojave Desert approximately 90 miles northeast of Los Angeles. GAFB was officially decommissioned in December, 1992.

The Southern California International Airport (SCIA), the immediate predecessor to the SCLA, opened in October 1994, when the Air Force executed a lease for 2300 acres of the former base. The SCIA was granted an FAA Part 139 certificate in February 1995 to serve scheduled aircraft carrying over 30 passengers. The former GAFB is now being developed as an aircraft maintenance and completion center under the SCLA name. During the past few years, a master plan has been developed for orderly growth and transformation of the SCLA.

The SCLA has two runways and eleven taxiways. The longer runway, Runway 17/35, is a precision runway and is 15,050 feet long. The SCLA has many navigational aids, including a Localizer, Glide Slope, VOR, DME, four Precision Approach Path Indicator (PAPI) systems, two Runway End Identifier Lights (REIL) systems, a segmented circle with a primary wind cone, and three secondary lighted wind cones.

Numerous U.S. flag carriers conduct passenger charter operations in and out of the SCLA, with an average of over 25,000 annual enplanements. Additionally, customers of the SCLA's tenants from all over the world utilize this facility for aircraft maintenance, painting, and storage.

The airport engineering services for the SCLA (VCV) will be federally funded by the Federal Aviation Administration under the guidance of AC 150/5100-14E for Consultant Services.

## **3. LIST OF PROJECTS**

The SCLAA desires to complete the projects depicted on its current 5-year FAA Airport Capital Improvement Plan (ACIP), as listed below within the next five years. This list of projects is tentative and is subject to change annually as the ACIP is revised.

Consequently, the nature of the airport engineering services and the annual contracts required during the five year period may also be revised in accordance with the ACIP. That notwithstanding, all projects anticipated herein will be related to airfield pavement. The availability of funding may require that some projects be postponed, eliminated, or expedited. ***However, consultants desiring to submit a SOQ must demonstrate the qualifications and ability to perform all of the required professional services, as described in Section 4 of this RFQ, for all of the following listed projects.***

**FY 2015 – Runway 17/35 Asphalt Rehabilitation – Phase I (Construction Management):** A multi-year design contract for the Runway 17/35 Asphalt Rehabilitation Project was executed in April 2015. The execution of an airport engineering contract for construction management, administration, and testing of Phase I is anticipated in September 2015.

**FY 2016 – Runway 17/35 Asphalt Rehabilitation – Phase II (Construction Management):** A multi-year design contract for the Runway 17/35 Asphalt Rehabilitation Project was executed in April 2015. The execution of an airport engineering contract for construction management, administration, and testing is anticipated before September 2016.

**FY 2017 – Runway 17/35 Asphalt Rehabilitation – Phase III (Construction Management):** A multi-year design contract for the Runway 17/35 Asphalt Rehabilitation Project was executed in April 2015. The execution of an airport engineering contract for construction management, administration, and testing is anticipated before September 2017.

**FY 2018 – Runway 17/35 Asphalt Rehabilitation – Phase IV (Construction Management):** A multi-year design contract for the Runway 17/35 Asphalt Rehabilitation Project was executed in April 2015. The execution of an airport engineering contract for construction management, administration, and testing is anticipated before September 2018.

**FY 2019 – Reconstruct Runway 3/21 (Design):** This project was originally designed and bid in its entirety in 2013. The first two phases are currently under construction and are anticipated for completion in September 2015. The subsequent phases will require an airport engineering consultant to re-scope and repackage the existing plan set and bid documents to accommodate the anticipated funding availability. The execution of an airport engineering contract for design services is anticipated in January 2019.

**FY 2019 – Reconstruct Runway 3/21 (Construction Management):** The execution of an airport engineering contract for construction management, administration, and testing is anticipated in August 2019.

#### **4. GENERAL SCOPE OF SERVICES**

The SCLAA anticipates a need for a variety of professional services in order to complete future FAA funded Airport Improvement Program (AIP) Projects. ***This General Scope of Services depicts a range of professional services that might be required and will serve as the basis by which the SCLAA will assess the qualifications of the consultants submitting SOQs.*** However, the SCLAA is under no obligation to negotiate or award a Contract for any or all of these services.

- A. Assist in the preparation and development of Airport Capital Improvement Programs (ACIPs).
- B. Conferring with the SCLA staff on project requirements, finances, schedules, and design concepts of the project. Coordinate with the Federal Aviation Administration (FAA) in grant proposals, performance, and closeout.
- C. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
- D. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, preliminary layouts and cost estimates.
- E. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- F. Preparing necessary engineering reports and recommendations.
- G. Preparing detailed plans, specifications, and cost estimates.
- H. Preparation of quality control plans and safety plans.
- I. Printing and providing necessary copies of engineering drawings and contract specifications.
- J. Assisting the SCLAA in advertising and securing bids, negotiating for services, analyzing bid results, and furnishing recommendations on the award of contracts.
- K. Providing consultation and advice to the SCLAA during all phases of construction.
- L. Representing the SCLAA at preconstruction conferences.
- M. Inspecting work in progress periodically and providing appropriate reports to the SCLAA and the FAA.
- N. Reviewing and approving materials and shop and erection drawings submitted by contractors for compliance with design concept.
- O. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- P. Preparing and negotiating change orders and supplemental agreements.
- Q. Observing or reviewing performance tests required by specifications.
- R. Determining amounts owed to contractors and assisting the SCLAA in the preparation of payment requests for amounts reimbursable from grant projects.
- S. Making final inspection and submitting reports of the completed project to the SCLAA.
- T. Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
- U. Land surveys and topographic maps.
- V. Field and/or construction surveys.

- W. Photogrammetric surveys.
- X. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.

Special Services

- 1) Special environmental studies and analyses.
- 2) Preparation of as-constructed (as-built) plans.
- 3) Assisting the SCLAA in the preparation of necessary applications for local, State, and Federal grants.
- 4) Preparation of or updating the airport layout plan.
- 5) Preparation of aerial photos.
- 6) Preparation of property maps.

**5. SOQ REQUIREMENTS**

A. SOQs MUST be submitted in the following format:

- 1. Cover Page - Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the consultant submitting the SOQ. The cover letter shall include the following information:
  - a. A statement that the SOQ is submitted in response to the RFQ FOR AIRPORT ENGINEERING SERVICES.
  - b. A description of the Consultant's legal name, address, telephone numbers, FAX number, email address, contact person, and ownership structure.
  - c. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the SCLAA on behalf of the consultant.
  - d. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit a SOQ on behalf of the consultant.
  - e. Signature of an individual or individuals to bind the prospective Consultant contractually.
- 2. Table of Contents - A complete table of contents for the entire SOQ with respective page numbers opposite each topic shall be included.
- 3. Certifications and Attachments
  - a. Attachments A-H must be completed and signed.
  - b. If the Consultant is a corporation, the SOQ shall include a statement regarding the Consultant's ability to certify that the corporation is in good standing to "do business" in California. Doing business is defined

- by Revenue and Taxation Code 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. If the Consultant is awarded the contract and found to have an invalid corporate status with the California Secretary of State's Office, award will be voided unless the Consultant can provide validity of corporate status within five (5) working days of notification of award.
- c. The SOQ shall include a statement regarding the Consultant's willingness, commitment, and ability to comply with nondiscrimination requirements of the State of California pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103; and the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964, 49 CFR Part 21 and 23 CFR Part 200 for federally funded projects.
  - d. The SOQ shall include a statement regarding the Consultant's willingness, commitment, and ability to meet Disadvantaged Business Enterprise (DBE) program goals established with the FAA for OWNER. SOQs should include DBE performance on past projects, as compared to the DBE goals of those facilities.
4. Statement of Experience - Include the following in this section of the SOQ:
- a. Number of years the consultant has been in business under the present business name, as well as related prior business names.
  - b. Provide a list of airport engineering services which were completed by the consultant in the last five (5) years that are similar to those depicted in Section 3 of this RFQ. Include the location and cost for each project as well as noting the staff utilized in the performance of the services, and the role of each staff member.
  - c. Utilizing the list of similar projects detailed in Item b above, describe the elements of the Section 4 (General Scope of Services) that the Consultant has performed. If need to address all the elements of Section 4, Consultant may draw upon similar projects that were completed in the last ten (10) years.
  - d. List the principals and key personnel to be utilized at the SCLA, their background, qualifications, and their recent experience with projects similar to those depicted in Section 3 of this RFQ.
  - e. List the name, address, and phone number of at least three (3) airport sponsors that can be used as references on recently completed projects.

- f. List any applicable licenses or permits presently held by the business, and the Consultant's staff that will be performing the contemplated services.
- g. Describe the Consultant's familiarity with the SCLA.
- h. Describe the Consultant's familiarity with applicable FAA standards and requirements.
- i. Describe the Consultant's familiarity and rapport with the Los Angeles Airports District Office and applicable procedures.
- j. Describe the Consultant's capability to meet time and budget requirements, and the Consultant's anticipated availability for the proposed Fiscal Year 2015 project.

The SOQ shall not exceed 60 pages single-sided, size 8 ½" x 11" and shall not include company brochures. The 60 pages limit does not include covers, dividers, or Attachments A-H; it does include appendices and transmittal letter(s). SOQs must be typed or prepared with word processing equipment. Typeface must be no less than 12 pt. font. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of the page.

## **6. EVALUATION AND SELECTION PROCESS**

The SCLAA will utilize the qualifications-based selection process in accordance with the terms as described in this Request for Qualifications (RFQ) to determine the consultant to provide the Engineering Services. Consultants will be ranked numerically, based on the criteria depicted on the SOQ Evaluation Form (Appendix A), and possibly interviews. The top ranked consultant will be designated as "number one" (hereafter to be referred to as the "Selected Consultant"). All other consultants will be numerically and sequentially ranked as specified above to perform the required professional services.

**Failure to meet all of the requirements, as indicated in Section 5, is cause to reject any SOQ.** The SCLAA may, at its sole discretion, waive a minor irregularity, defect, or variation if it is considered by the SCLAA to be inconsequential. In such cases, the consultant will be notified of the deficiency in the SOQ and given an opportunity to correct the irregularity, defect, or variation or the SCLAA may elect to waive the deficiency and accept the SOQ. Any information provided "outside" the formal RFQ process will be disregarded.

It is the intent of the SCLAA to enter into one or more annual contracts through competitive negotiations with the Selected Consultant. Subject to the final award of contracts by the governing board of the SCLAA and, subject to concurrence of the FAA, the contracts shall be awarded in accordance with the terms of this RFQ.

**7. SUBMISSION**

The Consultant shall deliver the following products to the SCLAA at a minimum:

- Statement of Qualifications – 6 sets of printed bound, and one CD.

**Mailing Address:** Elizabeth Salcido  
City of Victorville  
Purchasing Division  
14343 Civic Drive  
Victorville, CA 92392

FAX copies will not be accepted. SOQs will be received until **3:00pm on July 28, 2015**. The SOQ shall be entitled **Statement of Qualifications for ENGINEERING SERVICES AT Southern California Logistic Airport**. The outside of the envelope or box in which the SOQs are submitted shall be clearly marked as follows:

- The title for this SOQ.
- Consultant's name.
- **"DO NOT OPEN UNTIL July 28, 2015, 3:00 P.M."**

Any SOQ received prior to the date and time specified above for the receipt of SOQs may be withdrawn or modified by written request of the prime consultant. To be considered, however, the modified SOQ must be received by the time and date specified above.

**8. SCHEDULE**

The goal of the SCLAA is to have consultant selection completed by August 2015. The following is the tentative schedule:

Request for Qualifications is available.....July 7, 2015  
Request for Information Deadline.....July 21, 2015  
Deadline for receipt of SOQ's.....July 28, 2015

**9. MISCELLANEOUS**

- A. Property Rights: SOQs received within the prescribed deadline become the property of the SCLAA and all rights to the contents therein become those of the SCLAA.
- B. Confidentiality: Before award of the contract, all SOQs will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all SOQs), all responses will be regarded as public records and will be subject to review by

the public. Any language purporting to render all or portions of the SOQs as confidential will be regarded as non-effective and will be disregarded.

- C. Amendments to RFQs: The SCLAA reserves the right to amend the RFQ by addendum before the final proposal submittal date.
- D. Conflicts of Interest: The prospective Consultant shall disclose any financial, business or other relationship with the SCLAA that may have an impact upon the outcome of this contract or any ensuing SCLAA airport engineering services. The prospective Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or possible airport engineering projects.
- E. DBE Requirements: The DBE goal is 7.0%.
- F. Responsibility of Prospective: If it is found that a prospective Consultant is not responsible (i.e. has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the SOQ package, etc.), the SOQ will be rejected.
- G. Indemnification: Notwithstanding the limits of any insurance, Consultant shall indemnify the SCLAA, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, consultant or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Consultant hereunder, or arising or alleged to arise from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the SCLAA its officials, officers, agents, volunteers or employees, and in connection therewith:
  - 1. Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
  - 2. Consultant will promptly pay any judgment rendered against the SCLAA, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Consultant's (or its agents', employees', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Consultant agrees to save and hold the SCLAA, its officials, volunteers, officers, agents, and employees harmless there from;

3. In the event the SCLAA, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant shall pay to the SCLAA, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the SCLAA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the SCLAA.

The Consultant's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Consultant shall require the same indemnification from all subcontractors.

H. Insurance: Consultant's attention is directed to the insurance requirements set forth.

The Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or sub Consultants.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  - a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto).
  - c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
2. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit (\$2,000,000).
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the SCLAA. At the

option of the SCLAA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions that pertains to the SCLAA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The SCLAA, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

The coverage shall contain no special limitations on the scope of protection afforded to the SCLAA, its officers, officials, employees, agents or volunteers.

b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the SCLAA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SCLAA, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its officers, officials, employees, agents or volunteers.

d. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the SCLAA.

5. Professional Liability Insurance: Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

6. Acceptability of Insurers: Insurance is to be placed with insurers that have a current AM. Best's rating of no less than A:VII.
  7. Verification of Coverage: Consultant shall furnish the SCLAA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the SCLAA. All endorsements are to be received and approved by the SCLAA before work commences. As an alternative to the SCLAA's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- I. **Business License:** The Consultant and Sub-consultant(s) shall be required to keep in force throughout the life of the contract, a City of Victorville Business License.
  - J. **Safety and Security:** The Consultant and Sub-consultant(s) shall comply with OSHA regulations applicable to all included projects regarding necessary safety equipment or procedures. The Consultant shall procure, at its own expense, Airport Access Badges.

## 10. **FEDERAL REQUIREMENTS**

This project is funded partially by the FAA. The grants will be administered by the FAA and the Consultant shall comply with the following Federal Requirements:

- A. **Maintenance of Records and/or Documents:** The SCLAA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Consultant (which are directly pertinent to the specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. The Consultant shall be required to maintain all records for at least three years after the SCLAA makes final payment and all pending matters are closed.
- B. **Compliance with Clean Air Act:** The Consultant shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended).
- C. **Equal Employment Opportunity:** The Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- D. **Federal statutes relating to non-discrimination:** The Consultant shall comply with all most-current Federal statutes relating to non-discrimination.

- E. Debarred List : No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 (see Attachment H, Debarred Certification Acknowledgement form).

**11. WRITTEN QUESTIONS AND ANSWERS**

For purpose of clarification of this RFQ, the prospective Consultants may submit written questions to the SCLAA. All written questions shall be directed to:

Attention: Elizabeth Salcido  
Purchasing Technician  
  
FAX: (760) 245-6646  
Email: [esalcido@victorvilleca.gov](mailto:esalcido@victorvilleca.gov)

In order for all competing consultants to receive the same information, **no response shall be given to verbal questions** submitted by telephone or in person. Answers to all relevant questions will be as addenda to the RFQ. The prospective Consultants are encouraged to check the website daily.

# APPENDIX

APPENDIX "A"

**SOQ EVALUATION FORM**

Item #	RFQ Section Reference	Company Name:	Percentage available	Actual Score
1	6	Met SOQ Requirements? Yes/No	N/A	
2	5.A.4.b	Similar airport engineering services which were completed by the consultant in the last five (5) years.	15	
3	5.A.4.c	Describe the elements of the General Scope of Services that the Consultant has performed.	20	
4	5.A.4.d	Principals and key personnel to be utilized at the SCLA, their background, qualifications, and their recent experience with comparable projects.	10	
5	5.A.4.e	Name, address, and phone number of at least three (3) airport sponsors that can be used as references on recently completed projects.	10	
6	5.A.4.f	Applicable licenses or permits presently held by the business, and the Consultant's staff that will be performing the contemplated services.	10	
7	5.A.4.g	Familiarity with the SCLA.	5	
8	5.A.4.h	Familiarity with applicable FAA standards and requirements.	10	
9	5.A.4.i	Familiarity and rapport with the Los Angeles Airports District Office and applicable procedures.	5	
10	5.A.4.j	Capability to meet time and budget requirements, and the Consultant's anticipated availability for the proposed Fiscal Year 2015 project.	15	
<b>GRAND TOTAL</b>			100	

Comments

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Rater Name: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENTS

**SCLA  
ATTACHMENT A**

**CONSULTANT IDENTIFICATION**

1. Legal name of Consultant: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business:  
 Sole Proprietor    Partnership    Corporation  
Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Consultant's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Federal Tax Identification Number: \_\_\_\_\_
10. Consultant's Project Manager: \_\_\_\_\_



**ATTACHMENT C**  
**WORKERS' COMPENSATION CERTIFICATE**

The Consultant shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my consultant, I will comply with such provisions before commencing the performance of the services of any contract entered into.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT E**  
**EXCEPTION FORM**

Should Consultant take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Qualifications," list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR SOQ.** If no exception(s) are taken, enter **"NONE"** for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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**ATTACHMENT F**  
**ADDENDA ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM #: \_\_\_\_\_ DATED: \_\_\_\_\_

NAME OF CONSULTANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title



**ATTACHMENT H**  
**DEBARRED CERTIFICATION**

**SCLA**

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**

(a)(1) The Consultant certifies, to the best of its knowledge and belief, that—

(i) The Consultant and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Consultant has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Consultant shall provide immediate written notice to the SCLAA if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the

certification will be considered in connection with a determination of the Consultant's responsibility. Failure of the Consultant to furnish a certification or provide such additional information as requested by the City may render the Consultant non-responsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the SCLAA, the SCLAA may terminate the contract resulting from this solicitation for default.

**The Consultant certifies that the foregoing is true and correct:**

Consultant: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

# **ATTACHMENT I**

## **Sample Contract**

## ATTACHMENT I

# CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT BY AND BETWEEN THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND [CONSULTANT] [TITLE OF PROJECT]

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the Southern California Logistics Airport Authority, a California joint powers authority located in the County of San Bernardino, State of California, hereinafter referred to as "SCLAA", and [CONSULTANT], a [STATE FORM OF BUSINESS], hereinafter referred to as "Consultant." SCLAA and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

### RECITALS:

**WHEREAS**, SCLAA requires [DESCRIBE CONSULTANT PROFESSIONAL SERVICES] for [DESCRIBE PROJECT], and;

**WHEREAS**, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, SCLAA desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, [DESCRIBE SERVICES].

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

### **Section 1.**                      **RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

### **Section 2.**                      **SCOPE OF SERVICES**

Consultant shall provide to SCLAA those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

### **Section 3.**                      **COMPENSATION**

SCLAA shall pay to Consultant a sum not to exceed \_\_\_\_\_ DOLLARS (\$0,000,000.00) for faithful performance of the services to be rendered under this Agreement, subject to the Payment Schedule provisions of Section 4, below (as may be applicable). No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to SCLAA; (iii) are supported by the appropriate receipts and other such documentation as SCLAA shall

require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any SCLAA policy governing same.

#### **Section 4. PAYMENT SCHEDULE**

SCLAA shall pay Consultant as provided in the Payment Schedule, attached hereto as Exhibit "B," (as may be applicable), and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to SCLAA detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by SCLAA approximately thirty (30) working days following receipt of Consultant's invoice.

#### **Section 5. PERFORMANCE SCHEDULE**

Consultant shall perform the services required under this Agreement as provided in the Performance Schedule, attached hereto as Exhibit "C," (as may be applicable), and incorporated as part of this Agreement by this reference.

#### **Section 6. TERM OF AGREEMENT**

This Agreement shall be for an Initial Term of **[NUMBER of MONTHS]**, commencing on **[COMMENCEMENT DATE]** (the "Commencement Date") and expiring on **[TERMINATION DATE]** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

**[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]**--This Agreement may be extended for **[NUMBER OF YEARS, MONTHS, ETC.]** additional one-year periods (hereinafter "Option Periods"), at the option of SCLAA, subject to satisfactory performance as determined by SCLAA. SCLAA shall give Consultant sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should SCLAA decide to exercise its option(s) to extend.

In the event SCLAA does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should SCLAA fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, SCLAA may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

#### **Section 7. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of SCLAA. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLAA and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

**Section 8.**                    **REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING  
INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT**

a.        Consultant represents and acknowledges the following:

(1)        SCLAA is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2)        Performance of the services described in this Agreement does not have to be integrated into the daily business operations of SCLAA.

(3)        The services described in this Agreement can be performed without the use of SCLAA equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4)        Nothing in this Agreement shall be interpreted to imply that SCLAA must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5)        SCLAA will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6)        Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCLAA.

b.        SCLAA represents and acknowledges the following:

(1)        Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2)        SCLAA will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent SCLAA from hiring Consultant's employees or assistants after termination of this Agreement.

(3)        Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with SCLAA on a continuing basis after termination of this Agreement.

(4)        It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5)        Consultant is not required to devote full time to the business operations of SCLAA in order to perform the services set forth in this Agreement.

(6)        Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on SCLAA-owned property.

(7)        Other than attendance at required public meetings and public hearings, and complying with the provisions of the Performance Schedule set forth in Exhibit C and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8)        Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or consultants, provided that such work does not create a conflict of interest.

**Section 9.**                    **NOT AGENT OF SCLAA**

a.        Nothing contained in this Agreement shall be deemed, construed, or represented by SCLAA or Consultant or by any third person to create the relationship of principal and agent.

b.        Consultant shall have no authority, express or implied, to act on behalf of SCLAA in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind SCLAA to any obligation whatsoever.

**Section 10.**                    **LICENSES AND PERMITS**

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during any Option Periods, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

**Section 11.**                    **STANDARD OF PERFORMANCE; WARRANTY**

a.        Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to the **[INSERT DEPT. HEAD NAME AND TITLE]**, or his/her designee.

b.        By executing this Agreement, Consultant warrants that it:

(1)        Has thoroughly investigated and considered the services and work to be performed;

(2)        Has investigated the issues regarding the scope of services to be provided;

(3)        Has carefully considered how the services and related work should be performed; and

(4)        Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

**Section 12.**                    **FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by SCLAA, Consultant shall immediately inform SCLAA of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee.

**Section 13**                    **CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event SCLAA determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by SCLAA.

**Section 14.**                    **COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

**Section 15.**                    **COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a.        Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during any Option Periods, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b.        Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during any Option Periods, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

**Section 16.**                    **WORKERS' COMPENSATION INSURANCE**

a.        Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during any Option Periods, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b.        If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of SCLAA.

**Section 17.**                    **PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

**Section 18.**                    **ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy and Professional Liability policy, shall be endorsed to name SCLAA and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, SCLAA Attorney, as Additional Insured's.

**Section 19.**                    **WAIVER OF SUBROGATION RIGHTS**

Consultant shall require the carriers of all required insurance policies, with the exception to Professional Liability, to waive all rights of subrogation against SCLAA and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to SCLAA of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during any Option Periods, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to SCLAA. Any insurance maintained by SCLAA shall be in excess of Consultant's insurance and shall not contribute with it."

**Section 21. TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, SCLAA shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

**Section 22. TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

**Section 23. INDEMNIFICATION**

a. Consultant shall defend, indemnify, and hold harmless SCLAA, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by SCLAA), which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by SCLAA's own negligence or willful misconduct, or that of its officers or employees.

b. SCLAA does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by SCLAA, or the deposit with SCLAA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

**Section 24.                      REPORTS**

Upon request by **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to SCLAA concerning Consultant's performance of the services required by this Agreement.

**Section 25.                      RECORDS**

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

**Section 26.                      RESERVED**

**Section 27.                      CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from SCLAA or prepared by Consultant for SCLAA shall be kept strictly confidential unless otherwise provided by applicable law. All SCLAA data, documents and information shall be returned to SCLAA upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **[INSERT DEPT. HEAD NAME AND TITLE]** or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of SCLAA, except with the prior written approval of **[INSERT DEPT. HEAD NAME AND TITLE]** or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of SCLAA and shall be surrendered to SCLAA upon the completion of Consultant's services or when requested by **[INSERT DEPT. HEAD NAME AND TITLE]**. Such materials may be used, reused or otherwise disposed of by SCLAA without the permission of Consultant.

e. Consultant's covenants under this Section 28 shall survive the termination of this Agreement.

**Section 29.**                    **PRINCIPAL REPRESENTATIVES**

a.     **[SERVICES REP.]** is designated as the principal representative of Consultant for purposes of communicating with SCLAA on any matter associated with the performance of the services set forth in this Agreement.

b.     **[INSERT DEPT. HEAD NAME AND TITLE]** shall be the principal representative of SCLAA for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c.     Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

**Section 30.**                    **MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a.     This Agreement may be modified or amended only by a written instrument signed by both Parties.

b.     During the Initial Term and (during any Option Periods, if applicable) of this Agreement, SCLAA may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by SCLAA to be necessary for the proper completion of **[TITLE OF PROJECT]**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

**Section 31.**                    **ENTIRE AGREEMENT**

a.     This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between SCLAA and Consultant with respect to the subject matter of this Agreement.

b.     This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c.     No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

**Section 32.**                    **AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

**Section 33.**                    **NOTICES**

a.     Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To SCLAA: [DEPT. HEAD]  
[REQUESTING] Department  
Southern California Logistics Airport Authority  
18374 Phantom Drive  
Victorville, CA 92394

To Consultant: [REPRESENTATIVE]  
[COMPANY]  
[ADDRESS]  
[CITY], CA [ZIP CODE]

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 34. NON-LIABILITY OF SCLAA OFFICERS AND EMPLOYEES**

No officer or employee of SCLAA shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by SCLAA or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 35. REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

**Section 36. WAIVER**

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 37. ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 38. CARE OF WORK**

The performance of services by Consultant or the payment of money by SCLAA shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to SCLAA, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

**Section 39. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 40.**                    **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 41.**                    **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 42.**                    **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 43.**                    **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 44.**                    **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 45.**                    **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 46.**                    **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 47.**                    **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 48.**                    **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon SCLAA, until signed by the authorized representative(s) of Consultant, approved by SCLAA's Risk Manager, and executed by the authorized SCLAA personnel or Chairman.

**Section 49.**                    **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

(a) Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

(END OF THIS PAGE)

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.**

**SOUTHERN CALIFORNIA LOGISTICS  
AIRPORT AUTHORITY**

**SERVICE PROVIDER**

\_\_\_\_\_  
**Gloria Garcia, Chairman**

\_\_\_\_\_  
**(Insert Name of Owner or Person  
(and Title) authorized to sign  
Agreements)**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Authority Secretary**

**SOUTHERN CALIFORNIA LOGISTICS  
AIRPORT AUTHORITY**

**Approved As to Standard Form:**

**CHUCK BUQUET, RISK MANAGER**

**ANDRE de BORTNOWSKY,  
AUTHORITY ATTORNEY**

\_\_\_\_\_  
**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Dated:** \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF WORK**

**SEE ATTACHMENT**

**EXHIBIT B**

**PAYMENT SCHEDULE**

**SEE ATTACHMENT**