



CITY OF LIVERMORE
REQUEST FOR PROPOSALS #4252
FOR: CONSULTANT SERVICES FOR A LAND USE DEVELOPMENT ANALYSIS AT
THE LIVERMORE AIRPORT.

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Livermore is requesting qualified consultants to submit proposals for; Consulting Services for a land use development analysis for the City of Livermore, Livermore Airport, in accordance with the specifications and conditions specified in the Request for Proposal (RFP) #4252 issued by the City of Livermore. Documents are available online at www.publicpurchase.com under City of Livermore, the vendor must sign up to be a vendor under City of Livermore at no cost, all addendums to the bid will be sent to vendors through this system. All questions must be asked through the Public Purchase system under the question/answer section.

Each response shall be sealed and filed with the said Purchasing Specialist at

Olivia Mahedy
Purchasing Specialist
1052 South Livermore Ave
Livermore, Ca 94550
Attn: Project# 4252, Land Use Development Analysis at the
Livermore Airport

prior to 2:00 PM, Friday, June 30, 2023. It is the vendor's responsibility to ensure that proposals are received prior to the 2:00 PM closing time. Late proposals will not be accepted.

Any questions regarding bidding procedures or technical issues may be directed to the Purchasing Specialist, Olivia Mahedy at osmahedy@livermoreca.gov or (925) 960-4328.

Any questions regarding the scope of this request for proposal shall be directed to www.publicpurchase.com, under RFP Number 4252, and under the question tab. All questions must be submitted online no later than noon on Friday, June 16, 2023 in order for all questions to be received and responses to be issued through an Addendum.

Answered questions will be available at www.publicpurchase.com and the Airport's website <https://www.livermoreca.gov/departments/public-works/airport/notices-and-publications>.

All completed RFPs must include a contact name, phone number, and email address. All submittals must be enclosed in a sealed envelope/box and **clearly identified** with **Request for Proposal title and #4252, name of bidder** and **date of RFP opening** to preclude premature opening of proposal.

The City reserves the right to reject any or all proposals and to waive any minor informalities, irregularities, and/or bid non-responsiveness that does not influence the competitive nature of the proposal. The City will award the most qualified vendor based on evaluation criteria as outlined in Section Seven of the RFP.

Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Proposers" shall be considered part of any contract made pursuant thereto.

PUBLISHED: Tuesday, June 6, 2023

CITY OF LIVERMORE
PUBLIC WORKS:
Livermore Airport
Issued: June 6, 2023



REQUEST FOR PROPOSALS (RFP)

**CONSULTING SERVICES FOR A LAND USE DEVELOPMENT
ANALYSIS AT THE LIVERMORE AIRPORT
PROJECT #4252**

Deadline for Submission of Proposals:

Friday, June 30, 2023 at 2:00PM

For an electronic version of this RFP, go to:

<https://www.publicpurchase.com/gems/livermore.ca/buyer/public/home>

OR

<https://www.livermoreca.gov/departments/public-works/airport>

(Click on "Notices and Publications")

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SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	6/06/23
• Deadline for receiving all questions	6/16/23
• Deadline for responses prepared by City (will be published on the Airport Website)	6/23/23
• Proposals due to the City	6/30/23
• Review Committee evaluates and ranks proposals	7/07/23
• Notice of contract award (Tentative)	7/07/23
• Contract executed (Tentative)	7/31/23

SECTION TWO: GENERAL RFP SUMMARY

The City of Livermore (City) is seeking a qualified candidate for the performance of consulting services to conduct an analysis and develop recommendations for the City’s municipal airport development at Livermore Airport (LVK/Airport) more specifically outlined in Section Four.

This document is intended to provide interested consultants with sufficient information to prepare and submit a proposal for consideration by the City/Airport based on a firm’s qualifications/proposal.

- A. All inquiries regarding the RFP process, or questions regarding technical issues should be directed to:

Olivia Mahedy
Purchasing Specialist
1052 South Livermore Ave
Livermore, Ca 94550
(925) 960-4328
osmahedy@livermoreca.gov

- B. Completed proposals must be submitted to the City outlined in Section Seven by no later than **2:00 p.m Friday, June 30, 2023.**
- C. All questions on the RFP Scope of Work and Proposal shall be submitted online as outlined in Section Seven.
- D. Proposals must provide the requested information as described in this RFP. The signatures of all persons signing shall be written in longhand. Proposals not submitted in the manner prescribed herein will not be considered.

- E. Mistake corrections must be initialed in ink by the person signing the proposal.
- F. Alternate proposals will not be considered.
- G. The City Purchasing Agent reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in connection with proposals received.
- H. Late submissions will not be considered.
- I. Proposals must include an estimate of fees for services including a detailed cost breakdown.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

Livermore Municipal Airport (LVK) is owned by the City of Livermore and operates as a Division of the Public Works Department.

The Airport is a General Aviation Reliever Airport which serves private, business and corporate tenants and customers. LVK serves primarily the Tri-Valley region with a population of over 300,000 residents. Most of the Airport's 460 tenants are Livermore and Pleasanton residents. LVK is surrounded by a local community which is very sensitive to noise and airport growth. Noise is a critical consideration when evaluating proposals for any development at LVK. This includes direct and indirect activities that may be attributed to any proposed project at LVK.

LVK has two runways at an elevation of 400 feet. The main runway 7L/25R is 5,253x100 feet containing an Instrument Landing System (ILS), precision approach, and MALSR. Runway 7R/25L is 2,699x75 feet and serves primarily as the small general aviation runway.

LVK's operations reached 197,236 as of December 31, 2022. Of those operations, 69,588 were Itinerant (non-local) of which 3,487 were categorized as Air Taxi, 65,558 were General Aviation, and 125 were Military. There were 127,678 Local operations, of which 127,589 were categorized as Civil and 89 as Military.

LVK Airport is eligible for FAA federal funding.

LVK is comprised of both aeronautical and non-aeronautical properties, of which more than 140 acres remain undeveloped as shown on Exhibit A.

As it pertains to undeveloped property, there are an estimated 65.85 acres of undeveloped land off-airport and an estimated 83.49 acres of undeveloped land on-airport. (See exhibit A) The airport is seeking a professional assessment and recommendation on development

of these remaining areas, given current existing demand for hangars, sensitivity of the surrounding neighborhoods to noise, and the Airport Development Policy.

LVK is home to sixteen aviation businesses ranging from fuels sales, corporate aircraft operations, flight training, flight photogrammetry/photography, and aircraft sales.

Currently, the airport is home to 394 hangars, of which 355 are T-style hangars, 9 are box hangars, 27 are executive/corporate hangars and 1 is commercial hangar, 2 are corporate hangars owned by a Fixed Based Operator. There are currently a total of 129 people on the hangar waiting list. Of those on the hangar waiting list, 86 are on the T-Hangar list, 28 are on the box hangar list, and 15 are on the executive hangar list. There is no list maintained for corporate hangars. To date, the hangars have a turnover rate of 3 per month for T-Hangars, 1 per year for box hangars, and 1 per year for executive hangars.

The City is seeking a consultant to conduct an analysis and develop recommendations as it relates to the aforementioned areas as more specifically outlined in Section Four. Upon selection, the consultant(s) will be offered a service agreement contract. As part of the services agreement, the consultant will be required, beginning on the contractually signed date, to commence work as assigned for an estimated period of six months, or whichever period is identified in the final contract at award, to perform such related activities as described in Section Four.

The services under this RFP are limited to those outlined in the resulting contract and based on the Scope of Services contained herein.

SECTION FOUR: SCOPE OF SERVICES

The City of Livermore is seeking a qualified consultant to conduct an analysis and develop recommendations on the following aspects of the City's municipal airport development:

1. What potential development is possible, and what is recommended, given the following considerations:
 - a. Existing development at the airport (See Exhibit A)
 - b. Current demand for aircraft hangars (See Exhibit B for current wait list)
 - c. 2010 City of Livermore Resolution on Airport Development (See Exhibit C)
 - d. The Airport Development Policy in effect at the time of contract award (check the City's Airport Development website at: <https://www.livermoreca.gov/departments/public-works/airport/airport-development-policy>)
 - e. History of neighboring residents' concerns related to airport growth and noise (See Exhibit D for a summary of discussion and critical concerns)
 - f. FAA regulations
 - g. Experience of other similar airports

2. What development approaches are possible and recommended, and have been successfully utilized at other airports, to achieve the development outlined in item 1 above, including but not limited to:
 - a. City of Livermore as the developer
 - b. Private Development under a lease or development agreement
 - c. Public/Private Partnerships
3. Present findings to staff, Airport Commission, Liaison Committees with the cities of Dublin and Pleasanton, and City Council. (Minimum of five (5) meetings)
4. If options Section Four: 2b or 2c above are recommended and approved by the City Council:
 - a. Develop a Request for Proposals to solicit the desired development.
 - b. Assist with the collection of RFP responses, evaluating and scoring responses, interviewing responders, and making recommendations.

SECTION FIVE: PROPOSAL CONTENT/FORMAT
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Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, consultants must provide all requested information.

Proposals shall contain sufficient information for the City to determine which offeror will be selected for a follow-up interview. The proposal shall include the following information:

- a) Furnish the name, complete mailing address, telephone number, and e-mail address of the contact person for your proposal.
- b) Furnish a brief history of the responding firm. How long has the firm been in business, approximately how many employees and their qualifications? Provide names and resumes of the key personnel who will be assigned to provide services.
- c) Describe the firm's qualifications and experience and knowledge of FAA regulations, policies and procedures and Advisory Circulars in relation to providing the services covered by the proposal. Experience and knowledge of LVK, its operations, businesses and community shall also be included.
- d) Identify the consultant team the airport would reasonably be expected to work with during the period of the resulting services contract.
- e) Provide a list of clients for which the firm has provided services of the type covered by this proposal, and the name, address, and telephone number of a representative of each client whom the City may contact.
- f) The names and addresses of any clients of the firm who have made claims against

CONSULTING SERVICES AT THE CITY OF LIVERMORE, LIVERMORE AIRPORT
Request for Proposals (RFP)

the firm within the last five years alleging that the firm breached a contract for services or was negligent in its performance of services. Describe the nature and status of the claims. Claims should be fully disclosed regardless of whether they are involved in litigation, arbitration, or other formal dispute resolution process.

- g) If the firm intends to subcontract any services to other consultants, the proposal shall identify those consultants and describe the consultants' experience in providing the services.
- h) Describe current workload and ability to meet schedules and timelines.
- i) Describe the interest you have in undertaking the project and your familiarity with, and proximity to the geographic location of the project.
- j) Provide a reasonable estimate for services including a detailed breakdown of each cost element based on the scope and required deliverables.
- k) A signed letter from an authorized person shall be submitted with each copy of the proposal. This letter establishes the authority to submit a system proposal makes the proposal binding for sixty (60) days from the date of its receipt by the city and establishes the consultant's understanding of an agreement with all of the terms and conditions contained in this RFP.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

PROPOSAL SUBMISSION

Each Consultant must submit one original proposal and **three (3) additional copies of the proposal**. The original must be clearly marked "ORIGINAL."

SECTION SEVEN: RFP PROCESS

SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the City Hall, Second Floor, **NO LATER THAN 2:00 PM on Friday, June 30, 2023.**

Proposals are to be addressed as follows:

Olivia Mahedy
Purchasing Specialist
1052 South Livermore Ave
Livermore, Ca 94550

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**Attn: Project# 4252, Land Use Development Analysis at the
Livermore Airport**

Consultant's name and return address must also appear on the envelope.

Proposals will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the consultant to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered.

SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted to the City by Friday, June 16, 2023, at 2:00 PM at:

<https://www.publicpurchase.com/gems/livermore.ca/buyer/public/home>, under RFP #4252, and under the question tab.

Except for questions that might render the award of this contract invalid, the City will not respond to any questions submitted after this time.

The City will answer questions to the RFP using PublicPurchase.

In addition to the above, answers to questions will also be posted AFTER Friday, June 16, on the Airport's website at:

<https://www.livermoreca.gov/departments/public-works/airport/notices-and-publications>.

It is the responsibility of the proposers to check either location to review the questions and responses. Any oral responses to questions are not binding on the City.

COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each consultant and will not be reimbursed by the City.

PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the consultant certifies that if awarded a contract, the consultant will make no claim against the City based upon ignorance of or misunderstanding of the specifications.

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Each consultant shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each consultant certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the City's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the City determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The City may give the consultant an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or City may waive such deficiency, whichever is most advantageous to the City.

The City cannot accept proposals from any individual who is currently employed with the City of Livermore (California Government Code §29708).

SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the City's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The City reserves the right to negotiate modifications or revisions to any awarded contract.

EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a consultant that best satisfies the City's requirements. The following describes the evaluation process and associated components.

SELECTION PROCESS

- a. The City shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the City. The City may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to consultants concerning the type of information that will be used by the Review Committee. Consultants shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.
- c. Interviews will not be held for this solicitation.

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EVALUATION CRITERIA & SCORING

- d. The Review Committee shall be responsible for performing the evaluations of each qualification’s submittal. Each member of the Committee shall rate the submittals separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the submittals. The RFP shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

Evaluation Criteria	Maximum Points
Key personnel’s qualifications and experience and professional integrity and competence and knowledge of FAA regulations, policies and procedures	20
Demonstrated ability to meet schedules and deadlines.	10
Capability of performing projects at Livermore Airport and recent experience in airport land use planning, development analysis, and RFP administration.	30
Prior claims against the offeror.	10
Degree of interest shown in entering into a contract with the City, and familiarity with and proximity to the geographic location of the project.	20
Cost Estimate	10
Total Points	100

AWARD

Award will be made to the qualified firm whose RFP will be most advantageous to the City. The City will negotiate with the highest ranked consultant to develop a contract for mutual satisfaction.

If the City cannot successfully negotiate a contract with the highest ranked consultant, the City will terminate negotiations and begin negotiations with the next highest ranked RFP.

Responding firms will receive mailed Award/Non-Award notification(s), which will include the name of the firm/submittal to be awarded this contract.

Firms are advised the City reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the consultant’s qualifications submittal or any other source, in the evaluation process; and
- The consultant is cautioned that it is the consultant’s sole responsibility to submit information related to the evaluation categories and the City is under no obligation to solicit such information if it is not included in the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

OTHER REQUIREMENTS

In order to contract with the City, a consultant must meet the following requirements:

- Make available to the City its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the City; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the City.
- Meet the requirements for audit of its expenditures if required in the above documents.

NON-DISCRIMINATION

Non-Discrimination: The Consultant selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

PROTEST/APPEAL PROCESS

The following procedure is provided if a consultant wishes to protest the RFP process or appeal the recommendation to award a contract resulting from the RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to:

Olivia Mahedy
Purchasing Specialist
1052 South Livermore Ave
Livermore, Ca 94550
**Attn: Protest of Project# 4252, Land Use Development Analysis
at the Livermore Airport**

- The protest must be submitted before 2:00 PM of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the consultant's sole and exclusive remedy in the event of a bid protest.

Consultant(s) failure to comply with these procedures shall constitute a waiver of any

right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Public Works Director and Airports Manager will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

PUBLIC RECORDS ACCESS

Consultants should be aware that submitted 's are subject to the California Public Records Act as well as the Freedom of Information Act and may be disclosed to members of the public upon request. It is the responsibility of the consultants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act and Freedom of Information Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION
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TERM/TERMINATION

The term of the initial contract awarded under this RFP will be for an estimated period of 6 months. The contract can be extended at the discretion of the City.

The contract will be subject to termination by either party upon 30 days' advance written notice of intent to terminate. The City may terminate the contract at any time, without written notice, upon a material breach of contract by the consultant.

A sample professional services agreement is attached as Exhibit E.

FUNDING AVAILABILITY

All portions of this proposal estimated to begin during the lifespan of this RFP and resulting contract are based on availability of funding and in no way constitute an obligation on the part of the City to fulfill.

Consultants' s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the City Council and availability of local, state, and/or federal funding.

INSURANCE

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 hereunder and the results of that work by the Consultant, their agents, representatives, employees or subconsultants. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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- ii. Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- v. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- vi. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- vii. Verification of Coverage. Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- ix. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any

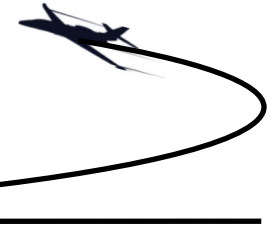
liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

- x. Claims Made Policies. If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

HOLD HARMLESS

Contactoer shall hold harmless, defend and indemnify City of Livermore and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

If such indemnification becomes necessary, the City Counsel for the City of Livermore shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the City. This indemnification clause shall survive the termination or expiration of this Agreement.



Livermore Airport Land Use

- Airport Businesses/FBOs
- Airport Fire Station
- Current Hangar Development
- Aircraft Parking Aprons
- On-Airport Undeveloped Land (83.49 ac)
- Off-Airport Undeveloped (65.85 ac)

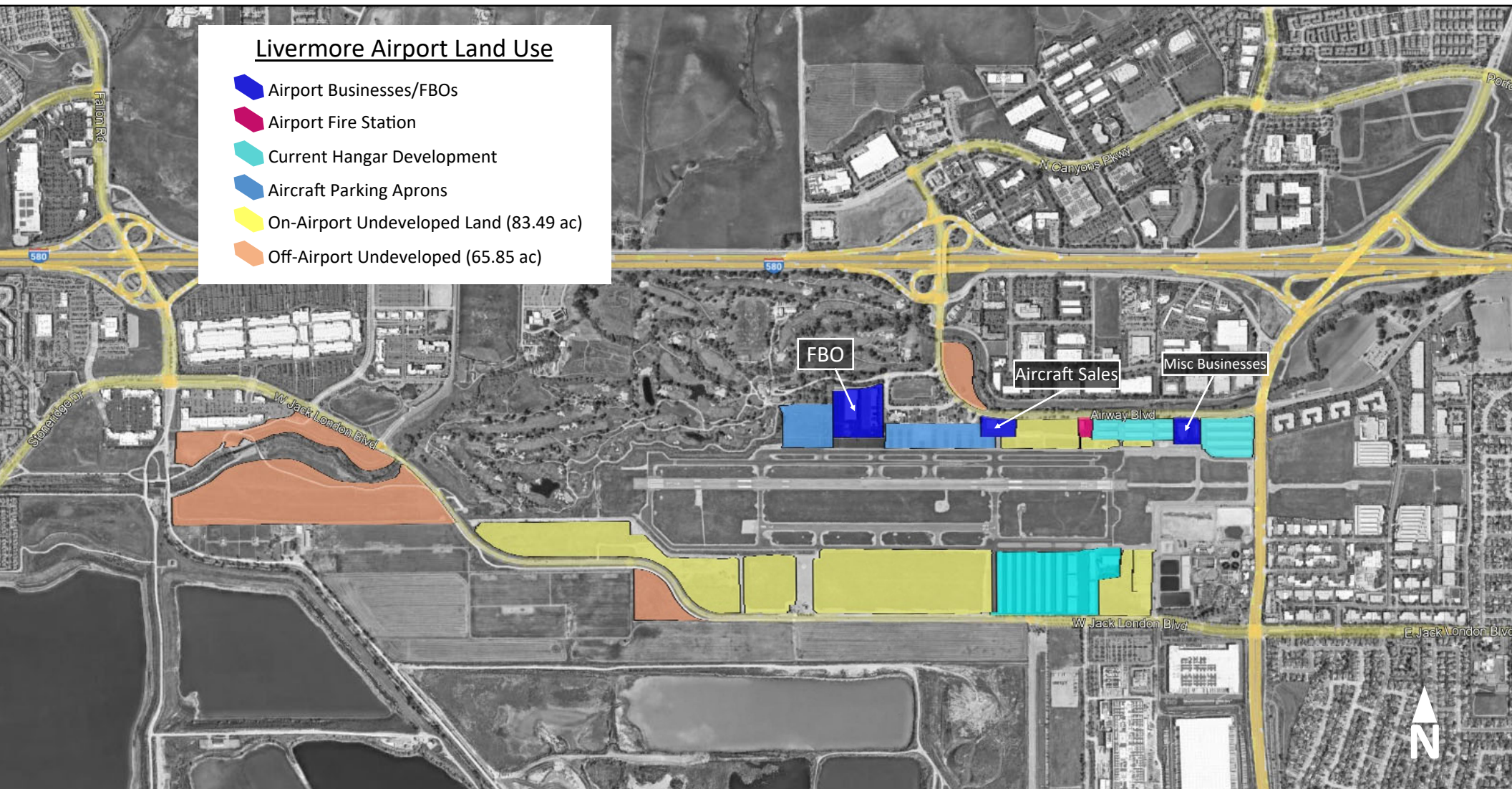


Exhibit "B"

Current Hangar Waitlist Holdings for LVK

	Exec Large Box	Rectangle Small Box	Box List Total	T-Hgr Large	T-Hgr Medium	T-Hgr Small	T-Hgr Combo	T-List Total	All
From 1/31/2023	16	34	50	17	26	60	11	114	164
To 4/30/2023	15	32	47	15	26	55	13	109	156

Added monthly detail as to the changes in totals :

	Feb	Mar	Apr
Removed from Wait List:			
Accepted Hangar (Hgr Turnover)	4	1	4
Large Box	0	0	0
Small Box	0	0	0
Large-T	1	0	0
Med-T	0	0	0
Small-T	3	1	4
Combo-T	0	0	0
Refunded deposit per request	9	6	4
Box List	2	1	1
T-List	7	5	3
New Applicants to Wait List	7	9	4
Large Box	0	0	0
Small Box	1	0	0
Large-T	2	0	0
Med-T	1	3	2
Small-T	3	4	2
Combo-T	0	2	0

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION ESTABLISHING AIRPORT OPERATIONAL
AND DEVELOPMENT POLICIES**

The City's General Plan states in Goal CIR-8 that the City will "support and protect safe and efficient aviation operations at the Airport". In support of that goal and the City Council's desire to communicate its position on future Airport development, staff recommends that the Council support, to the extent feasible under federal law and the City's Grant Assurances with the Federal Aviation Administration, the following policies to guide the Airport Advisory Commission and staff in the future development of the Airport:

1. Future development at the Airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the Airport Advisory Commission, and shall be based on tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft having to fly to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport.
2. Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities are in need of significant rehabilitation, improvement, or replacement.
3. The City Manager, Public Works Director, and Airport Manager shall take no action to solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport. However, small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region shall be encouraged to support the local economy and ensure economic vitality, and staff shall endeavor to establish this type of business.
4. The City does not intend to extend the existing runways.
5. The City will aggressively foster the reduction of aircraft noise through voluntary noise reduction efforts, especially during night hours. The City will participate in federal lobbying efforts to legislate the phase-out of high noise-producing jets.
6. In cooperation with other Tri-Valley Cities, the City will conduct periodic noise monitoring activities, and report these activities to local elected Boards at least once every two years.
7. The City will take necessary steps to enhance the Airport as the region's key disaster relief and recovery facility.

8. The City will continue to operate the Livermore Municipal Airport as an unsubsidized and self-sustaining public enterprise in a safe and efficient manner.

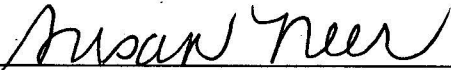
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the preceding policies and procedures are established for the operation and development of the Airport:

On the motion of Councilmember Leider, seconded by Councilmember Williams, the foregoing resolution was passed and adopted on the 22nd day of March, 2010, by the following vote:


AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

APPROVED AS TO FORM:



CITY CLERK
SUSAN NEER



SPECIAL COUNSEL
AMARA MORRISON

DATE: March 23, 2010

Main Issues of Consideration for Development at LVK

- **Noise impacts** – The residents who live near the airport have expressed concern about noise at the airport. Specifically, they've requested detailed information about historical noise, current noise and noise levels going into the future.

LVK has created a noise complaint tracking control system (available on the Airport's website) to help residents identify specific aircraft that may be a noise issue. The software greatly improves the ability of LVK staff to respond to noise complaints. The online reporting system is at:

<https://www.livermoreca.gov/departments/public-works/airport/airport-noise-information/noise-complaints>

- **Voluntary night curfew violations** – LVK has a voluntary flight restriction policy to highly encourage pilots to avoid flying at LVK between the hours of 10:00pm and 6:00am. In addition, the policy prohibits any aircraft maintenance servicing between these hours as well.
- **Environmental review** – Residents and stakeholders have expressed concern about ensuring the CEQA/NEPA process is adhered to. This would include public review and comment on any new projects at the airport.
- **Air/water quality** – Air quality as it relates to the use of lead fuel is a major concern for residents and stakeholders as well. Although the use of lead fuel will likely continue into the near future, FAA and the Pilot Industry are working on ways to reduce leaded fuel and ultimately convert all aircraft into non-leaded fuel operations. There is no specific timeline set for this now.
- **Public notification and participation** – The public has expressed a great interest in being able to comment on activities at LVK, specifically any proposed projects. In addition, the public has indicated they'd like to participate in public meetings, review, and comment on any public documents, and be involved in the review process for any development projects at LVK.
- **Increased Traffic (Operations)** – During the COVID pandemic, there were many more residents working at home, and therefore present at their houses during the workday. As a result of this, there was a growing perception that additional aircraft operations were occurring at the airport. Monthly operations reports provided to the Airport Commission indicate that operations are relatively flat, but may fluctuate season to season, and were noticeably lower during the early stages of the pandemic but have since recovered to pre-pandemic levels.
- **Airport Expansion** – The public has been concerned about any airport expansion for quite some time. In 2010, there was a large out-pouring of the public highly concerned about any new projects at the airport.

Exhibit "D"

- **Project Creep** – Project creep is a known phenomenon wherein a project originally proposed as one item, slowly, over time begins to develop into another project. There is a perception that this activity is a deliberate part of a project proponent to expand or modify their project without due diligence for appropriate environmental analysis. It is important to maintain a clear project description and adherence to that description as the project approval process ensues.
- **Adherence to Resolution 2010-058** – Resolution 2010-058 was passed by the Livermore City Council in 2010 to make clear to the public the intentions of development at LVK. The resolution specifically addresses items such as runway length, how development is considered, city intentions for any new projects, and other items.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ , by and between the City of Livermore (“City”), a municipal corporation, and (“Consultant”),{a/an} {list consultant's state of registration here} {identify type of entity here} eg: a California corporation, a sole proprietorship, etc..

RECITALS

City requires professional services to _____ .

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively “the Services”):
4. **Consultant’s Responsibilities.** Consultant shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with _____ (“Project Manager”), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant’s invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City’s place of business during normal business hours. Consultant shall give City 30 calendar-days’ written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager’s written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker’s compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$ _____ ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on _____, 20____, and terminates upon the completion of the Services or _____, 20____, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive

termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

- (a) **Modification for Construction Contracts.** To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.
- (b) **Modification for Design Professional Services.** To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention:

 1052 S Livermore Avenue
 Livermore, California 94550

TO CONSULTANT: Attention:

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:

By:
Title:

CITY OF LIVERMORE:

Dated:

{Name of person authorized to sign per Muni Code 2.68}
{Title}

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

**CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS**

Consultant Name (include name of specific person doing work if known).

Contract/Project Title.

Brief Description of work to be done, or final product, and how it will be used.

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, please identify the title for the designated employee:

Completed by Department Head

Signature: _____

Date: _____

.....
City Attorney Determination:

Disclosure: None Category 1 Category 2 Category 3 Category 4

Name and address of each individual subject to reporting requirements:

Comments:

Assistant/City Attorney

Signature: _____

Date: _____