

AGREEMENT

**30954**

THIS AGREEMENT is made and entered, in duplicate, as of October 20, 2008, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 16, 2008, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and C & S ENGINEERS, INC., a New York corporation, with a place of business at 2020 Camino Del Rio N., Suite 200, San Diego, CA 92108.

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with implementing Phase One of the Residential Sound Attenuation Program ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00), at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business  
2 hours and provided that milestones for performance, if any, are met.

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

17 D. Consultant represents that Consultant has obtained all  
18 necessary information on conditions and circumstances that may affect its  
19 performance and has conducted site visits, if necessary for which it is responsible  
20 under the Scope of Services.

21 E. City shall furnish to Consultant the applicable information and  
22 technical data in City's possession or control reasonably required for the proper  
23 performance of the Services. Consultant shall be entitled to reasonably rely upon  
24 the information and data provided by City or obtained from generally accepted  
25 sources within the industry without independent verification except and to the  
26 extent Consultant knows or in the exercise of reasonable care should know the  
27 document or information is inaccurate or incomplete.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of  
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 October 1, 2008, and shall terminate at 11:59 p.m. on September 30, 2010, unless  
5 sooner terminated as provided in this Agreement, or unless the services or the Project is  
6 completed sooner, with an option by City in its sole discretion to extend the contract for  
7 an additional year for Phase One.

8 3. COORDINATION AND ORGANIZATION.

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

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

21 4. INDEPENDENT CONTRACTOR. In performing its services,  
22 Consultant is and shall act as an independent contractor and not an employee,  
23 representative or agent of City. Consultant shall have control of Consultant's work and  
24 the manner in which it is performed. Consultant shall be free to contract for similar  
25 services to be performed for others during this Agreement; provided, however, that  
26 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
27 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from  
28 Consultant's compensation; (b) City will not secure workers' compensation or pay

1 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide  
2 and Consultant is not entitled to any of the usual and customary rights, benefits or  
3 privileges of City employees. Consultant expressly warrants that neither Consultant nor  
4 any of Consultant's employees or agents shall represent themselves to be employees or  
5 agents of City.

6 5. INSURANCE.

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

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

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than  
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
3 its right of subrogation against City, its boards and commissions, and their  
4 officials, employees and agents.

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

7 (d) Commercial automobile liability insurance (equivalent in scope  
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
9 amount not less than \$500,000 combined single limit per accident.

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

15 C. Each insurance policy shall be endorsed to state that  
16 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
17 days prior written notice to City, shall be primary and not contributing to any other  
18 insurance or self-insurance maintained by City, and shall be endorsed to state that  
19 coverage maintained by City shall be excess to and shall not contribute to  
20 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
21 in writing within five (5) days after any insurance has been voided by the insurer or  
22 cancelled by the insured.

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

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

5 F. Prior to the start of performance, Consultant shall deliver to  
6 City certificates of insurance and the endorsements for approval as to sufficiency  
7 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
8 the insurance, furnish to City certificates of insurance and endorsements  
9 evidencing renewal of the insurance. City reserves the right to require complete  
10 certified copies of all policies of Consultant and Consultant's subconsultants and  
11 contractors, at any time, subject to reasonable restrictions on use and disclosure.  
12 Consultant shall make available to City's Risk Manager or designee all books,  
13 records and other information relating to this insurance, during normal business  
14 hours.

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
26 contemplates the personal services of Consultant and Consultant's employees, and the  
27 parties acknowledge that a substantial inducement to City for entering this Agreement  
28 was and is the professional reputation and competence of Consultant and Consultant's

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

12           7. CONFLICT OF INTEREST. Consultant, by executing this  
13 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
14 duration, Consultant does not and will not perform services for any other client which  
15 would create a conflict, whether monetary or otherwise, as between the interests of City  
16 and the interests of that other client as it relates to this Agreement. And, Consultant shall  
17 obtain similar certifications from Consultant's employees, subconsultants and contractors.

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

22           9. OWNERSHIP OF DATA. All materials, information and data  
23 prepared, developed or assembled by Consultant or furnished to Consultant in  
24 connection with this Agreement, including but not limited to documents, estimates,  
25 calculations, studies, maps, graphs, charts, computer disks, computer source  
26 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
27 information, material and memorandum ("Data") shall be the exclusive property of City.  
28 Data shall be given to City, and City shall have the unrestricted right to use and disclose

1 the Data in any manner and for any purpose without payment of further compensation to  
2 Consultant at City's sole risk. Copies of Data may be retained by Consultant but  
3 Consultant warrants that Data shall not be made available to any person or entity for use  
4 without the prior approval of City. This warranty shall survive termination of this  
5 Agreement for five (5) years.

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

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to



1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2           17. INDEMNITY. Consultant shall, with respect to services performed in  
3 connection with this Agreement, indemnify and hold harmless City, its Boards,  
4 Commissions, and their officials, employees and agents (collectively in this Section,  
5 "City") from and against any and all liability, claims, allegations, demands, damage, loss,  
6 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
7 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
8 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of  
9 Consultant, its officers, employees, agents, sub-consultants or anyone under  
10 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,  
11 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of  
12 Indemnitor relating in any way to workers' compensation. Independent of the duty to  
13 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
14 City and shall continue this defense until the Claim is resolved, whether by settlement,  
15 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on  
16 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
17 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
18 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
19 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

25           20. NONDISCRIMINATION.

26           A. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, Consultant shall not discriminate against any  
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
2 disability. Consultant shall ensure that applicants are employed, and that  
3 employees are treated during their employment, without regard to these bases.  
4 These actions shall include, but not be limited to, the following: employment,  
5 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
6 termination; rates of pay or other forms of compensation; and selection for training,  
7 including apprenticeship.

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

20 21. NOTICES. Any notice or approval required by this Agreement shall  
21 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
22 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
23 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
24 copy to the City Engineer at the same address. Notice of change of address shall be  
25 given in the same manner as stated for other notices. Notice shall be deemed given on  
26 the date deposited in the mail or on the date personal delivery is made, whichever occurs  
27 first.

28 22. COPYRIGHTS AND PATENT RIGHTS.

1                   A.     Consultant shall place the following copyright protection on all  
2 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

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

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

22                   24.    WAIVER. The acceptance of any services or the payment of any  
23 money by City shall not operate as a waiver of any provision of this Agreement or of any  
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
25 Agreement shall not constitute a waiver of any other or subsequent breach of this  
26 Agreement.

27                   25.    CONTINUATION. Termination or expiration of this Agreement shall  
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

2 26. TAX REPORTING. As required by federal and state law, City is  
3 obligated to and will report the payment of compensation to Consultant on Form 1099-  
4 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
5 resulting from payments under this Agreement. Consultant's Employer Identification  
6 Number is [REDACTED] If Consultant has a Social Security Number rather than an  
7 Employer Identification Number, then Consultant shall submit that Social Security  
8 Number in writing to City's Accounts Payable, Department of Financial Management.  
9 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
10 Consultant provides one of these numbers.

11 27. ADVERTISING. Consultant shall not use the name of City, its  
12 officials or employees in any advertising or solicitation for business or as a reference,  
13 without the prior approval of the City Manager or designee.

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

18 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
19 designed to or entered for the purpose of creating any benefit or right for any person or  
20 entity of any kind that is not a party to this Agreement.

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

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

C & S ENGINEERS, INC., a New York corporation

31 October, 2008

By [Signature]

John D. Tamara, President  
Type or Print Name

29 October, 2008

By [Signature]

MICHAEL D. HORALINO, VICE PRESIDENT  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Nov. 25, 2008

Assistant City Manager  
By [Signature]  
City Manager

"City"

~~EXEMPTED~~  
TO SECTION 501 OF  
THE CITY CHARTER.

This Agreement is approved as to form on 11/18, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Assistant City Attorney

# EXHIBIT “A”

## Scope of Work



**Long Beach Airport  
Residential Sound Attenuation Program  
Scope of Consultant Services  
Phase 1**

This Scope of Work outlines the tasks to be performed by C&S Engineers, Inc. (Consultant) related to the Residential Sound Attenuation Program (Program) for the Long Beach Airport (Airport) for approximately 60 residences/eligible structures and in accordance with the terms and conditions of the Professional Services Contract by and between the Airport and the Consultant; the Scope of Work will be implemented in compliance with applicable Local, State and Federal Guidelines and requirements.

This Scope of Work applies to:

**New Program Start-Up** - Tasks necessary to create the framework of the Program, prepare necessary outreach and public relations materials, and introduce the Program to the community.

**Phase 1 Design and Construction Services for 10 Homes** – Program Management, Pre and Post Acoustical Testing, Design of up to 10 homes and Construction Management of up to 10 homes, with a maximum of one (1) bid package.

**Project Office** – Consultant shall provide a project office for the Program.

**Prime Consultant Fees and Schedule of Payments** – Define the fees and schedule of payments to the Consultant for this Scope of Work.

**Task 1 - New Program Start-Up**

**Task 1 New Program Startup Tasks** – There are several tasks that need to be

completed to get the Program ‘up and running.’ **One (1) year duration.**

**Task 1.1 Kick-Off Meeting (Fixed Price or “FP”)** – The Consultant shall attend and conduct, including providing a facilitator, a one day kick-off session amongst the stakeholders in the program to create a clear set of goals and objectives for the Residential Sound Attenuation Program. Consultant shall coordinate a periodic feedback mechanism to all stakeholders, the frequency of communication to be determined by the group. The stakeholders are:

- Long Beach Airport (owner)
- City of Long Beach
- C&S Engineers, Inc. (prime consultant)
- Communiquet (public relations)
- Semenza Engineering (electrical)
- Landrum & Brown (acoustical)
- Icon Planning & Design (construction)
- Kelly Sutherland-McLeod (architectural)

**Task 1.2 Program Planning and Development (FP)** - The Consultant shall assist in identifying the overall Program needs and effectively communicate the Program requirements to the Airport, including scope and fee development for the Project.

**Task 1.3 Comprehensive Program Schedule (FP)** - The Prime Consultant shall develop and maintain monthly a written program schedule showing the major elements of program startup tasks, and design and construction for each phase of



the Program, including approximate costs. The schedule shall be prepared and maintained in Microsoft Project 2007 or later version, and delivered as an attachment to email.

**Task 1.4 Policies and Procedures Manual (FP)** - The Consultant shall prepare a Policies and Procedures Manual for the Program that will be based upon the Consultant's experience with sound attenuation programs and with input from the Airport's Committee, governing bodies and the parties affected by the Program. The Manual will provide guidance to those engaged in the implementation of the Program, serve as a training tool for the Airport and Consultant staff new to the Program, and clearly establish the methods and approach for activities related to the Program. It is expected that the Manual will generally include, but not be limited to such topics as:

- 1) Introduction
- 2) Statement of Program Policy (including relevant FAA policies)
- 3) Program Criteria
  - a. Establishment of the Program Boundary Area
  - b. Eligibility Requirements
  - c. Program Phasing Plan
  - d. Program Financial Plan
- 4) Program Structure
- 5) Program Management
- 6) Outreach Program
- 7) Design Process
- 8) Acoustical Treatments
- 9) Design Standards
- 10) Construction Management
- 11) Construction Observation Criteria
- 12) Warranty Service
- 13) Project Closeout

**Task 1.4.1 Startup Team Input** - Consultant shall assemble a team of the key design and construction specialists to report on the range of housing stock, and to establish an understanding of the architectural characteristics and viability of acoustical treatment options that may

be appropriate for the Program. The results of the Startup team evaluation will be a written report provided to the Airport and incorporated into the Program's Policies and Procedures Manual.

**Task 1.4.2 Building and Zoning Considerations** - Consultant will meet with the local Building Department officials for one (1) meeting to gather input, understand the process and look for ways to streamline the building permit process and reduce the burden on local building officials.

**Task 1.4.3 Draft Manual Submission** - The Consultant shall submit five draft copies of the Manual to the Airport for review within 4 months of receiving a notice to proceed.

**Task 1.4.4 Airport Review and Final Manual** - The Consultant shall conduct a working meeting with the Airport to finalize the Manual. Subsequent to the incorporation of comments received, an adequate number of copies (printed and bound) of the Policies and Procedures Manual will be provided to the Airport and one copy will be provided to each member of the Consultant's team. The Consultant will maintain a list of Manual holders and updates will be distributed to that list as they are completed. The Manual shall also be provided to the Airport in electronic, PDF format.

**Task 1.5 Reporting (FP)** – Consultant shall develop a comprehensive reporting structure consisting of the following:

**Task 1.5.1 Progress Reports** – Progress reports shall be prepared and distributed to the Airport and other designated parties. The format of the Progress Report will be developed consistent with the Airport's requirements and may include monthly program status reports and cost summary reports.

Task 1.5.2 Progress Meetings – Meetings shall be conducted by the Consultant to brief the Airport on the program status and other relevant issues. Minutes will be prepared and distributed by the Consultant. This task shall include up to six (6) meetings at the Airport offices.

**Task 1.6 Program Information Meeting (FP)** – Consultant will execute one (1) meeting with the intent to inform and educate the homeowners eligible for the Program about the intent of the Sound Attenuation Program. Consultant will mail individual invitations to the potential Program participants. Airport will provide venue and refreshments.

**Task 1.7 Parcel File System (FP)** – The Consultant shall create a parcel file for each individual property identified by the Airport and a copy of the current deed and pertinent personal information will be included in each file. The research conducted as part of this task will include identification of those parcels that are not eligible for the Program (e.g., constructed after October 1, 1998, etc.). All written communications will be contained in this parcel file.

**Task 1.8 Community Outreach Program (FP)** – The Consultant shall design and execute an Outreach Program that will both inform and solicit input from the parties that are affected by the Program. All aspects of and deliverables associated with the Community Outreach Program will be detailed in a community outreach plan (that includes key messages, theme, logo development, branding, activities and goals) that will be designed and executed by the Consultant. It will include both start up and ongoing activities.

Task 1.8.1 Program Materials – The Consultant shall create all program materials necessary to perform an effective outreach process with the community. Materials shall also be provided to the Airport in electronic, PDF

format. It will consist of the following elements:

Task 1.8.1.1 Informational Brochure – The Consultant shall create an informational brochure that outlines the intent of the Program, the treatment typically designed and constructed into a home, the typical program schedule, and who to contact for more information. The scope of work includes 250 professionally-printed brochures. The brochure will be 2-color, 8 ½" x 11" single sheet/double sided with photos.

Task 1.8.1.2 Homeowners Handbook – The Consultant shall create a 2-color, professionally printed, homeowner's handbook consisting of up to 10 pages double sided of informational material regarding the Long Beach Airport Residential Sound Attenuation Program. The Handbook will guide the homeowner participant through the process and provide answers to many of the common questions related to the Program. The scope of work includes 250 copies of the handbook.

Task 1.8.1.3 Program Video – This task has been deleted.

Task 1.8.2 Program Forms – The Consultant shall develop, for Airport review and approval, user -friendly content with an image that is visually consistent with other forms and materials that will be used for the Program including, but not limited to, the following (materials shall also be provided to the Airport in electronic, PDF format):

Task 1.8.2.1 Homeowner Application – The Consultant shall prepare and the Airport shall review and approve a standard form for use by eligible homeowners to apply for the Program.

**Task 1.8.2.2 Pre-Construction Questionnaire** – The Consultant shall prepare and the Airport shall review and approve a pre-construction questionnaire that the Consultant will distribute to homeowners eligible for the Program. This questionnaire will be utilized to gauge the pre-construction noise concerns of the homeowner. The Consultant shall summarize the results obtained from this questionnaire and supply them to the Airport for use in Program planning.

**Task 1.8.2.3 Pre-Construction Brochure** – The Consultant shall create, for Airport review and approval, a 2-color single sheet/double sided brochure that outlines the construction process for the benefit of the homeowners in the Program. This brochure will include a location for the Construction Inspector's name/phone, what is expected from the homeowner in order for construction to begin on their property, and other general information. Estimated year 1 quantity: 150.

**Task 1.8.2.4 Homeowner Agreement Form** – The Consultant shall prepare and the Airport shall review and approve a Homeowner Agreement form in order to obtain homeowner permission to begin the process of design and construction. This Document will be distributed by the Consultant, and executed by the Airport.

**Task 1.8.2.5 Post-Construction Homeowner Satisfaction Survey** – The Consultant shall prepare and the Airport shall review and approve a post-construction survey to measure the level of satisfaction of the participants of the program, to include suggestions on program

updates, and benchmarking of the level of service of the Residential Sound Attenuation Program. The Consultant shall summarize the results obtained from this questionnaire and supply them to the Airport for use in Program planning.

**Task 1.8.3 Program Correspondence Standards** – The Consultant will prepare draft standard correspondence to be used throughout the Program, which will be reviewed and approved by the Airport. Consultant will provide a toll free phone number on behalf of the program to allow direct contact between program participants and the project team.

**Task 1.8.4 Program Web Site** – The Consultant shall create and maintain a web page that is accessible via a link from the Airport's web site to inform the public about the intent, treatment applications, typical design and construction process, and who to contact for more information. The Consultant will maintain the web site for the term of the Agreement, to include a hosting fee.

**Task 1.8.5 Program Newsletter** – The Consultant shall assist the Long Beach Airport in developing an article on the Sound Program for one (1) Long Beach issued Newsletter. The article will be printed and distributed by the Airport.

**Task 1.8.6 Public Information Meetings** – Consultant will plan and execute up to 4 meetings with the intent to inform and educate the public and local officials about the intent of the Sound Attenuation program. These shall include meetings with local officials, local neighborhood groups and other organizations as required.

**Task 1.8.7 Additional Community Outreach Services** – Consultant shall be available for up to 2 additional outreach activities (press conferences,

presentations at civic organizations, etc.).

**Task 1.8.8 Support for Non-Eligible Homeowners** – It is anticipated that homeowners that are not eligible for the noise mitigation program will be interested in learning about treatments that they can make to their homes to reduce interior noise levels. The Airport's desire is to provide support to these homeowners to the extent practicable. The Consultant will provide the following as a means of non-monetary assistance for these homeowners:

- Fact sheets will be developed to help educate homeowners on the techniques and treatments used to sound attenuate a home.
- Product brochures will be requested from the manufacturers of acoustical windows and doors.
- The Program website will have an informational page for homeowners not eligible for the program that will include descriptions of the sound attenuation treatments, Adobe Acrobat versions of the fact sheets for downloading and printing, and links to manufacturer and other informational websites.
- The Consultant will work with local distributors and the manufacturers of acoustical products to develop a program for ineligible homeowners to obtain products equivalent to the Program-installed materials. The Consultant will seek volume-based pricing from distributors and manufacturers.

#### **Assumptions by Consultant**

Consultant will provide access to staff to allow direct contact between Program participants and the project team.

The Consultant will provide a project office to serve several purposes:

1. Provide a showroom of the typical range of products that will be used in the Program.
2. Serve as a design meeting center where homeowners can meet, by scheduled appointment only, with the design team to review proposed design treatments and see examples of the types of materials recommended for their home.

#### **Task 2 - Phase 1 Pilot Phase - 10 Homes**

**Task 2 - Phase 1 Pilot Phase - 10 Homes** Program Management, Pre and Post Acoustical Testing, Design of up to 10 homes and Construction Management of up to 10 homes, with a maximum of one (1) bid package. **One (1) year duration.**

**Task 2.1 Project Office (FP)** – This task has been moved to Task 3.

**Task 2.2 Design Process Application Distribution (FP)** – The Consultant will prepare and mail application packages to eligible Homeowners identified for participation in this phase. The Consultant will receive the completed applications.

**Task 2.3 Workshop for Eligible Homeowners Program (FP)** – The Consultant will conduct one (1) meeting for eligible Homeowners to educate them on the intent of the Program, typical treatment applications, and tentative design and construction schedules, establish communication protocol, and gather input and answer questions. Displays will be prepared to provide information about the program and sample products will be available for viewing.

**Task 2.4 Inventory and Design Process**

**(FP)** – The Consultant shall prepare acoustical modification packages for the homes selected for this phase by the Airport. The process shall consist of the following subtasks:

**Task 2.4.1 Inventory Process** – The Consultant shall visit each home at a time to be scheduled by the Consultant. The Airport will be invited to attend these visits. Several tasks will be accomplished during the visits, which typically lasts between one and two hours.

The first portion of the visit will be spent explaining the details of the program to the resident. A summary of the project process will be described to supplement the information previously sent with the application package, and covered in the Homeowner workshop. Details concerning the design phase and what to expect during construction will be discussed.

The Consultant design team will include:

- Homeowner liaison
- Architectural technician
- Electrical technician
- Mechanical technician
- Design technician
- Data entry technician

Once the program has been described to the resident, and the Homeowner's questions and concerns have been addressed, the design team will conduct a thorough inventory of the home. This inventory will generally include collection of window, skylight, and door data (number, location, type, size, condition, etc.), examination of existing insulation in the attic space, and data related to the existing ventilation system. This task will include the identification of potentially hazardous materials (that would be visible without opening wall and other cavities) such as asbestos and mold, and identification of potential building code violations. Digital still photographs of the interior and exterior of each home will be collected during the visit

for use in the design phase and will provide a pre-construction record of the property should any disputes arise during or after construction.

As a result of the inventory visit, the Consultant shall prepare proposed modifications for each home to improve the Noise Level Reduction (NLR) consistent with FAA criteria and the Policies and Procedures Manual. Preliminary design for windows, doors, attic and wall insulation, basement or crawl spaces, attic hatches and pull-down stairs, attic vents, and mechanical HVAC (heating, ventilation and air conditioning) system will be prepared in the form of a design package.

Gathering existing electrical information for each home will be included as part of the inventory process. Information gathered will be limited to determining the existing electrical panel and service entrance cable condition and capacity, and readily and apparent residential code violations, to the extent possible. Actual electrical capacity for each circuit/panel will not be established. A review of the types of electrical appliances generally or routinely used in the home will also be part of the process.

The inventory process will include a visual structural review in the areas of the home that are expected to be directly impacted by the construction activity of the Sound Attenuation Program. The structural review will be limited to a visual overview of apparent code violations. Apparent structural deficiencies will be noted and brought to the attention of the Airport in writing for further action. Note that structural reviews will not be a comprehensive structural analysis performed by a licensed engineer.

Subsequent to the completion of the Homeowner's review of the design package, the Homeowners' selections for door and window style and color choices will be discussed and noted. The participants' selections will be documented on a style and color choice form. Exceptions to the

program offerings (if allowed) shall be recorded as a "waiver" executed between the Airport and the Homeowner.

**Task 2.4.2 Pre-Construction and Post Construction Acoustical Monitoring** – The Consultant shall conduct all pre- and post-construction acoustical monitoring in each of the homes selected for this phase. The results of this monitoring shall be summarized in a project memorandum and consolidated into a final report.

**Task 2.4.3 Draft Design Packages** – The Consultant shall prepare copies of draft design packages for submittal to and approval by the Airport. The draft design documents that the Consultant shall provide will consist of proposed acoustical modifications for each home in the group. Sufficient copies will be provided to the Airport for review.

**Task 2.4.4 Standard Construction Details** – The Consultant shall produce a set of Standard Details based upon the Policies and Procedures Manual. The Details will generally cover typical installations for windows, doors, vents, attic hatches and enclosures at the attic stair, roof vent baffles, combustion vents, ceiling or wall treatments, and mechanical/electrical upgrades as deemed applicable for this Program.

**Task 2.4.5 Design Review Meeting** – The Consultant will attend design review meetings with the Airport to discuss any comments or questions related to the draft design documents. The Airport's comments shall be incorporated into the final bid documents. The Frequency of Design Review Meetings will be dependent upon the size of the Bid Packages and the pace of the program, and will be determined by mutual agreement between the parties involved.

**Task 2.4.6 Homeowner Approval of Design Package** – The Consultant shall conduct a return (2<sup>nd</sup>) visit to each home to review the acoustical modifications to each home, and obtain signatures on the Design Package. Two weeks prior to this meeting a copy of

the Design Package recommendations will be mailed by Consultant to the homeowner for their review and to provide them the opportunity to become familiar with Program recommendations on their home. This visit typically lasts between one and two hours.

**Task 2.4.7 90% Bid Documents** – The Consultant shall prepare and the Airport shall approve a specific set of Contract General Conditions for this phase that can be used during future bidding phases for the Program.

The Consultant shall prepare Bid Documents in an 8½-inch by 11-inch format, with bid forms, technical specifications, and drawings bound in one book. The Consultant will provide five (5) original sets of bid documents for each group of homes.

**Task 2.4.8 Final Bid Documents** – The Consultant shall provide **One** set of sealed and signed Final Bid Documents in 8 1/2-inch by 11-inch unbound format, with bid forms, technical specifications, and drawings in one book, and **Two** CD's with all bid documents in .PDF format for incorporation onto Airport Web site. All addendums will be prepared and submitted by the Consultant to the Airport for approval. Consultant will duplicate and issue all documents, including any addendums if necessary.

**Task 2.4.9 Engineer's Opinion of Costs** – The Consultant will prepare an Engineer's opinion of probable construction costs for each completed bid package. These Costs will be submitted to the Airport along with the 90% Bid Documents.

**Task 2.4.10 Plan Check & Permitting** – The Consultant shall coordinate all City of Long Beach plan check review and fees, utility planning and coordination associated with this Phase. Site plan preparation for each property, if necessary, is included in this task.

**Task 2.5 Bidding and Award Assistance (FP)** – The Consultant shall complete a number of tasks to assist the Airport during

the bid and award process. These tasks shall be completed for each bid package.

**Task 2.5.1 Project Advertisement** – The Consultant shall prepare the project advertisement. The Consultant shall place the advertisement in the appropriate publications as directed by the Airport, with local plan rooms, and on relevant websites.

**Task 2.5.2 Pre-Bid Meeting** – The Consultant shall conduct a pre-bid meeting and will be available to answer questions and provide clarification on the bid documents. This task will include responding in writing to Contractor's Requests for Information (RFI) during the bid phase.

**Task 2.5.3 Preliminary Notice to Proceed** – Upon contract execution by Airport, the Airport shall direct the Consultant in writing to provide a Preliminary Notice to Proceed to authorize the successful Contractor to begin collection of data necessary to order products. The Preliminary Notice to Proceed will not authorize the Contractor to begin construction.

**Task 2.6 Pre-Construction Phase Services (FP)** - The Consultant shall complete a number of tasks to assist the Airport during the pre-construction phase process. These tasks shall be completed for each bid package.

**Task 2.6.1 Measurement Walk Through Visit** – The Consultant shall schedule, accompany the selected contractor, and document a "Measurement Walk Through Visit" of each home as provided for in the Construction Contract. At the conclusion of the measurement walk through visit, notes and/or amendments to the approved Design Package will be prepared in a format acceptable to the Airport, indicating any changes to the status of the Contract, potential change orders, status of material orders, and other relevant issues

**Task 2.6.2 Shop Drawing Reviews** - The Consultant shall review Contractor

submittals of materials and equipment for general compliance with the Contract. This effort is continued through the Construction phase.

**Task 2.6.3 Pre-Construction Conference(s)** – The Consultant shall submit to the Airport an agenda for approval, and conduct a pre-construction conference with each successful Contractor in accordance with the guidelines set forth by Local, State and Federal Standards. The Consultant shall prepare and distribute minutes from this meeting.

**Task 2.6.4 Inventory Verification** – The Consultant shall review the inventory of materials for each home with the Contractor for compliance with the contract documents. Authorization to proceed with actual construction will be granted by the Airport after the Contractor has successfully demonstrated that all materials necessary to begin construction are on site.

**Task 2.6.5 Notice to Proceed** – the Airport shall direct the Consultant in writing to provide a Notice to Proceed/Construction on behalf of the Airport to authorize the successful Contractors to begin construction.

**Task 2.7 Construction Phase Services (FP)** - The Consultant shall complete a number of tasks to assist the Airport during the Construction phase process. These tasks shall be completed for each bid package.

**Task 2.7.1 Construction Observation** – The Consultant, on behalf of the Airport, shall provide full-time construction observation for the entire period of the construction process. Construction observation consists of:

- An inspector that has qualifications acceptable to both Consultant and Airport. Acceptable experience will include an Architect or Engineer, or relevant Residential Sound Attenuation Program experience.

- Maintain a written daily project record which documents an inspector's daily observations including: Contractor staffing, work progress, critical issues, issue resolution, schedule observations, and other pertinent information. Copies of these records will be submitted to the Airport.
  - Observe the work to determine substantial conformity with the contract documents and to ascertain the need for correction or rejection of the work.
  - Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for substantial compliance with the design intent; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
- Task 2.7.2 Construction Management – The Consultant shall provide Construction Management Services that will include:
- Monitor contractors' schedule for each home and advise the Airport on schedule delay issues.
  - Coordinate, communicate, and report construction status and issues in writing to the Airport.
  - Shop drawing review and coordination including preparation of shop drawing logs for each Contract, receipt and forwarding of submittals, submittal review tracking and expediting, as necessary to meet established schedules.
  - Provide consultation and advice to the Airport during construction, including the holding of construction coordination meetings and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
  - Review, accept, monitor and take other appropriate action on construction the schedule.
  - Consultant will receive certified payrolls from all Contractors and perform a cursory review of the information submitted, and track to insure compliance with the Contract Documents. Consultant will periodically conduct wage rate interviews with the Contractors employees. Consultant will forward all acceptable certified payrolls to the Airport.
  - Review alternative construction methods proposed by the Contractor and advise the Airport of the impact of these methods on the schedule and quality of the Project.
  - Negotiate and prepare the supporting documentation for change orders necessary to execute the work properly within the intended scope. Submit recommended change orders to the Airport for approval and execution. Provide advice to the Airport in resolving Contractor claims and disputes.
  - Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the Airport when necessary.
  - Review and recommend payment of all payment applications submitted by the Contractor.
  - Prepare progress payments to Contractor in City of Long Beach format.
  - Conduct substantial completion inspections of the completed homes, and



prepare a punch list of items to be completed or corrected by the Contractor.

- Conduct a final inspection to verify completion of the punch list items.
- Consultant will issue final acceptance of completed construction at each residential unit to the Contractor and the Airport.

**Task 2.7.3 Final Summary Report** – The Consultant shall prepare a final summary report for this phase. This report shall contain a description of the project, identification of treatments, analysis of the average acoustical reductions achieved in this phase, and photographs of the project.

**Task 2.8 Project Closeout/Warranty Period (FP)** – The Consultant shall perform an orderly closeout of the Project and oversee the Warranty process as required by the Airport, including maintaining a project record and files documenting the Program. Construction records, including submission of record drawings and manufacturer's instructions will be filed.

### **Task 3 – Project Office**

**Task 3.1 Project Office (FP)** –The Consultant shall provide a project office for the Program. The office shall be staffed 12 hours a week. **Six (6) month duration.**

**Prime Consultant Fees and Schedule of Payments** – The fee format shall be Fixed Price (FP) per task, unless designated as Time and Material (T&M), with monthly invoicing by the Consultant to the Airport. The Consultant will be billing on a percent complete basis.

**END OF SCOPE.**



**Long Beach Airport  
Residential Sound Attenuation Program  
Phase 1 Program Start-up, Design & Construction 10 Homes, Project Office**



Task Description	C&S Engineers, Inc.	Communicquest (outreach)	Semenza (electrical)	Landrum & Brown (acoustical)	Icon (construction inspection)	KSMA (architectural)	Task Totals
<b>1 New Program Start-Up</b>							
1.1 Kick-Off Meeting	\$7,834.55	\$2,039.40	\$2,070.51	\$7,261.50	\$932.36	\$1,655.23	\$21,793.54
1.2 Program Planning & Development	\$4,438.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,438.20
1.3 Comprehensive Program Schedule	\$3,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,960.00
1.4 Policies and Procedures Manual	\$8,360.00	\$3,821.30	\$1,156.69	\$3,090.00	\$1,937.22	\$3,439.54	\$21,804.75
1.5 Reporting	\$10,077.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,077.30
1.6 Program Information Meeting	\$3,674.55	\$1,359.60	\$0.00	\$0.00	\$0.00	\$1,236.00	\$6,270.15
1.7 Parcel File System	\$3,072.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,072.00
1.8 Community Outreach Program	\$19,777.00	\$46,211.98	\$0.00	\$0.00	\$0.00	\$2,412.38	\$68,401.36
<b>Total</b>	<b>\$61,193.60</b>	<b>\$53,432.28</b>	<b>\$3,227.20</b>	<b>\$10,351.50</b>	<b>\$2,869.58</b>	<b>\$8,743.16</b>	<b>\$139,817.31</b>
<b>2 Phase 1 Pilot Phase - 10 Homes</b>							
2.1 Project Office - Moved to Task 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.2 Design Process Application Distribution	\$968.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$968.40
2.3 Workshop for Eligible Homeowners Program	\$6,590.55	\$1,359.60	\$1,189.96	\$6,143.95	\$855.31	\$831.23	\$16,970.60
2.4 Inventory and Design Process	\$42,293.55	\$0.00	\$9,824.86	\$40,983.70	\$2,009.32	\$20,084.22	\$115,195.65
2.5 Bidding and Award Assistance	\$5,606.55	\$0.00	\$1,089.74	\$0.00	\$855.31	\$0.00	\$7,551.60
2.6 Pre-Construction Phase Services	\$17,306.00	\$0.00	\$1,105.19	\$0.00	\$4,069.74	\$10,726.46	\$33,207.39
2.7 Construction Phase Services	\$13,738.00	\$0.00	\$3,222.25	\$0.00	\$15,093.21	\$0.00	\$32,053.46
2.8 Project Closeout/Warranty Period	\$5,281.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,281.50
<b>Total</b>	<b>\$91,784.55</b>	<b>\$1,359.60</b>	<b>\$16,432.00</b>	<b>\$47,127.65</b>	<b>\$22,882.89</b>	<b>\$31,641.91</b>	<b>\$211,228.60</b>
<b>3 Project Office</b>							
3.1 Project Office	\$5,581.00	\$19,436.10	\$0.00	\$0.00	\$0.00	\$10,712.00	\$35,729.10
<b>Total</b>	<b>\$5,581.00</b>	<b>\$19,436.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,712.00</b>	<b>\$35,729.10</b>
<b>Grand Totals</b>	<b>\$158,559.15</b>	<b>\$74,227.98</b>	<b>\$19,659.20</b>	<b>\$57,479.15</b>	<b>\$25,752.47</b>	<b>\$51,097.06</b>	<b>\$386,775.01</b>

# EXHIBIT “B”

City’s Representative: Rachel Korkos, Senior  
Civil Engineer

# EXHIBIT “C”

Materials/Information Furnished: None

## CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

**EXHIBIT "D"**