

1 will exceed any amount associated with a task or grouping of tasks on Exhibit "A", then
2 Consultant shall immediately give notice to the Director of Parks, Recreation and Marine
3 of the City ("Director"). Consultant's failure to notify the Director shall be deemed a waiver
4 of all of Consultant's claims for additional compensation relating to that task or grouping
5 of tasks. After receipt of such notice, the Director will notify Consultant whether or not to
6 proceed after authorization from the City to amend this Agreement.

7 B. Consultant may select the time and place of performance hereunder
8 provided, however, that access to documents, records, and the like, if needed by
9 Consultant, shall be available only during normal business hours of the Long Beach
10 Department of Parks, Recreation and Marine ("Department") and provided that milestones
11 for performance, if any, are met.

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

25 D. Consultant represents that Consultant has obtained all necessary
26 information on conditions and circumstances that may affect performance hereunder and
27 has conducted site visits, if necessary.

28 2. TERM. The term of this Agreement shall commence at midnight on

1 January 1, 2006, and shall terminate at 11:59 p.m. on December 31, 2013, unless sooner
2 terminated as provided in this Agreement, or unless the services to be performed
3 hereunder or the Project is completed sooner.

4 3. COORDINATION AND ORGANIZATION.

5 A. Consultant shall coordinate performance hereunder with the City's
6 representative named in Exhibit "C", attached hereto and incorporated herein by this
7 reference. Consultant shall advise and inform the City's representative of the work in
8 progress on the Project in sufficient detail so as to assist the City's representative in
9 making presentations and in holding meetings for the exchange of information.

10 B. Any directives from the City representative identified in Exhibit "C" which
11 changes the Scope of Services must be expressed as a written amendment to this
12 Agreement, and authorized by the City. Consultant agrees that the City shall not be
13 obligated to pay for any services changing the Scope of Services unless there is such
14 amendment.

15 C. The parties acknowledge that a substantial inducement to the City for
16 entering this Agreement was and is the reputation and skill of Consultant's key employees
17 are Gordon Fulton, Ken Johnson and Steve Schmucker. The City shall have the right to
18 approve any person proposed by Consultant to replace these key employees.

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

1 privileges of City employees. Consultant expressly warrants that neither Consultant nor any
2 of Consultant's employees or agents shall represent themselves to be employees or
3 agents of the City or City.

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

9 (a) Commercial general liability insurance (equivalent in scope to ISO form
10 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars
11 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
12 aggregate. Such coverage shall include but not be limited to broad form contractual
13 liability, cross liability, independent contractors liability, and products and completed
14 operations liability. City, and their officials, employees and agents shall be named
15 as additional insureds by endorsement (on the City's endorsement form or on an
16 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10
17 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations
18 on the scope of protection given to the City, and their officials, employees and
19 agents.

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

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

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

28 Any self-insurance program, self-insured retention, or deductible must be

1 separately approved in writing by the Director and shall protect City, their officials,
2 employees and agents in the same manner and to the same extent as they would have
3 been protected had the policy or policies not contained retention or deductible
4 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
5 reduced, non-renewed, or canceled except after thirty (30) days' prior written notice to the
6 City, and shall be primary and not contributing to any other insurance or self-insurance
7 maintained by the City, their officials, employees and agents. Consultant shall notify the
8 City in writing within five (5) days after any insurance required herein has been voided by
9 the insurer or cancelled by the insured.

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

14 Prior to the start of performance, Consultant shall deliver to the Director
15 certificates of insurance and required endorsements for approval as to sufficiency and
16 form. The certificates and endorsements for each insurance policy shall contain the
17 original signature of a person authorized by that insurer to bind coverage on its behalf. In
18 addition, Consultant shall, within thirty (30) days prior to expiration of the insurance
19 required hereunder, furnish to the City certificates of insurance and endorsements
20 evidencing renewal of such insurance. The City reserves the right to require complete
21 certified copies of all policies of Consultant and Consultant's contractors and
22 subcontractors at any time. Consultant shall make available to the City's Risk Manager or
23 designee all books, records and other information relating to the insurance required herein
24 during normal business hours.

25 Any modification or waiver of the insurance requirements herein shall only
26 be made at the request of Director and with the written approval of the City Risk Manager
27 or designee. Not more frequently than once a year, the City's Risk Manager or designee
28 may require that Consultant and Consultant's contractors and subcontractors change the

1 amount, scope or types of coverages required herein if, in his or her sole opinion, the
2 amount, scope, or types of coverages herein are not adequate.

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

6 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contem-
7 plates the personal services of Consultant and Consultant's employees, and the parties
8 acknowledge that a substantial inducement to the City for entering this Agreement was and
9 is the professional reputation and competence of Consultant and Consultant's employees.
10 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
11 herein, or any portion hereof, without the prior approval of the Director, except that
12 Consultant may with the prior approval of the Director, assign any moneys due or to
13 become due the Consultant hereunder. Any attempted assignment or delegation shall be
14 void, and any assignee or delegate shall acquire no right or interest by reason of such
15 attempted assignment or delegation. Furthermore, Consultant shall not subcontract any
16 portion of the performance required hereunder without the prior approval of the Director
17 or designee, nor substitute an approved subcontractor without said prior approval to the
18 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
19 many employees as Consultant deems necessary for performance of this Agreement.

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

26 8. MATERIALS. Consultant shall furnish all labor and supervision,
27 supplies, material, tools, machinery, equipment, appliances, transportation, and services
28 necessary to or used in the performance of Consultant's obligations hereunder.

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

12 10. TERMINATION. Either party shall have the right to terminate this
13 Agreement for any reason or no reason at any time by giving thirty (30) calendar days' prior
14 notice to the other party. In the event of termination under this Section, the City shall pay
15 Consultant for services satisfactorily performed and costs incurred up to the effective date
16 of termination for which Consultant has not been previously paid. The procedures for
17 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
18 termination, Consultant shall deliver to the Director all Data developed or accumulated in
19 the performance of this Agreement, whether in draft or final form, or in process.

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

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that:

- 2 (a) Consultant demonstrates Consultant knew prior to the time City disclosed
3 it; or
4 (b) Is or becomes publicly available without breach of this Agreement by
5 Consultant; or
6 (c) A third party who has a right to disclose does so to Consultant without
7 restrictions on further disclosure; or
8 (d) Must be disclosed pursuant to subpoena or court order.

9 13. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach hereof waived, except in writing signed by the
11 parties which expressly refers to this Agreement.

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

17 15. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter herein.

20 16. INDEMNITY. Consultant shall defend, indemnify and hold harmless
21 the City, its employees and agents from and against all claims, demands, damage, causes
22 of action, proceedings, loss, liability, cost and expense (including reasonable attorney's
23 fees) of any kind whatsoever (collectively in this Section "claim") alleging (a) injury to or
24 death of persons or damage to property, including property owned by or under the care
25 and custody of the City, its employees or officers and (b) that such injury, death or damage
26 arises from or is attributable to or caused by a negligent act or omission, any
27 misrepresentation, or the willful misconduct of Consultant, its employees, agents, or
28 subconsultants in the performance of services hereunder for the City, its employees or

1 officers, except to the extent that the injury, death, or damage was caused by the
2 negligence of the City. Consultant shall notify the City of any claim within ten (10) days.
3 Likewise, City shall notify Consultant of any claim, shall tender the defense of such claim
4 to Consultant, and shall assist Consultant, as may be reasonably requested, in such
5 defense.

6 17. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

12 19. CHANGES AND EXTRA SERVICES. The City may make changes
13 within the general scope of work under this Agreement. Changes shall be in writing and
14 shall state the dollar amount of the change, any adjustment in the time for performance
15 and, when negotiated prices are involved, shall provide for the Consultant's signature
16 indicating acceptance. If Consultant estimates that the change will cause an increase or
17 decrease in the cost or time required for performance, Consultant shall so notify Director
18 of that fact. Any notification by Consultant shall be provided within ten (10) calendar days
19 from the date of receipt by Consultant of the change order. In addition, Consultant shall
20 notify Director when Consultant identifies a condition which may change the initial scope
21 of work or services. All change orders shall be deemed part of this Agreement.

22 20. NONDISCRIMINATION. In connection with performance of this
23 Agreement and subject to applicable laws, rules and regulations, Consultant shall not
24 discriminate in rendering services hereunder on the basis of race, color, religion, national
25 origin, sex, sexual orientation, AIDS, HIV status, age, disability, handicap or veteran status.

26 It is the policy of City, which policy has been adopted by the City, to
27 encourage the participation of Disadvantaged, Minority and Women-owned Business
28 Enterprises in City's procurement process, and Consultant agrees to use its best efforts

1 to carry out this policy in the award of all approved subcontracts to the fullest extent
2 consistent with the efficient performance of this Agreement. Consultant may rely on written
3 representations by subcontractors regarding their status. City's policy is attached as
4 Exhibit "D" hereto. Consultant shall report to Department in May and in December or, in
5 the case of short-term agreements, prior to invoicing for final payment, the names of all
6 sub-consultants engaged by Consultant for this Project and information on whether or not
7 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
8 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

9 21. NOTICES. Any notice or approval required hereunder by either party
10 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
11 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
12 the City at 2860 Studebaker Road, Long Beach, California 90815, Attention: Director.
13 Notice of change of address shall be given in the same manner as stated herein for other
14 notices. Notice shall be deemed given on the date deposited in the mail or on the date
15 personal delivery is obtained, whichever first occurs.

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

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

1 24. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 9, 10, 11,
3 16, 18, and 27 prior to termination or expiration of this Agreement, and shall not extinguish
4 any warranties hereunder.

5 25. TAX REPORTING. As required by federal and state law, City is
6 obligated to and will report the payment of compensation to Consultant on Form 1099-
7 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
8 resulting from payments under this Agreement. Consultant's Employer Identification
9 Number is [REDACTED]

10 26. ADVERTISING. Consultant shall not use the name of the City, City,
11 their officials or employees in any advertising or solicitation for business, nor as a
12 reference, without the prior approval of the Director or designee.

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

17 28. NO PECULIAR RISK. Consultant acknowledges and agrees that the
18 services to be performed hereunder do not constitute a peculiar risk of bodily harm and
19 that no special precautions are required to perform said services.

20 29. THIRD PARTY BENEFICIARY. This Agreement is intended by the
21 parties to benefit themselves only and is not in any way intended or designed to or entered
22 for the purpose of creating any benefit or right of any kind for any person or entity that is
23 not a party to this Agreement.

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

CONCEPT MARINE ASSOCIATES, INC.,
a Division of TranSystems Corporation,
a Missouri Corporation

3/17, 2006

By [Signature]
President

3/17, 2006

By [Signature]
Secretary

"Consultant"

CITY OF LONG BEACH,
a municipal corporation

ASSISTANT

April 25, 2006

By Christine J. Shuppig
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"CITY"

This Agreement is approved as to form on 3/23, 2006.

ROBERT E. SHANNON City Attorney

By [Signature]
Deputy

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

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SCOPE OF WORK

CONSTRUCTION MANAGEMENT SERVICES FOR THE REHABILITATION PROJECT AT THE LONG BEACH ALAMITOS BAY MARINA

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach, acting through its Department of Parks, Recreation and Marine, desires to engage the services of a professional engineering firm to provide construction management services for a rehabilitation project at the Long Beach Alamitos Bay Marina. The rehabilitation will be completed through a design/build contract. Construction is anticipated between January of 2007 and December of 2013.

Background – General

The Long Beach Alamitos Bay Marina was built in the 1950s and 1960s, and has reached the end of its design life. The marina was built using a timber dock system. This project will involve the complete removal and replacement of all basins in the Alamitos Bay Marina. It is anticipated that the ShoreMaster Dock System, a concrete dock system, will be used for this project, consistent with the construction in the Long Beach Shoreline and Rainbow Marinas.

B. BASIC SERVICES

This Scope of Work is intended to procure professional construction management services in the four areas of (i) Pre-bid Engineering and Bid Preparation, (ii) Pre-Construction Phase Project/Construction Management, (iii) Construction Phase Construction Management and (iv) Post-Construction Phase Construction Management

(i) Pre-Bid Engineering and Bid Preparation

The tasks required of the consultant during the pre-construction phase of the projects shall include, but not be limited to, the following:

1. Perform preliminary analysis of the project dredging needs, including potential solutions and preliminary costs.
2. Perform preliminary analysis of the project seawall repair needs, including potential solutions and preliminary costs.
3. Perform preliminary analysis of the project utility needs.
4. Facilitate the project permitting with all regulatory agencies.
5. Assist City in the preparation of the design/build Request for Proposals, with the evaluation of the responses and the choosing of the design/build team.

(ii) Pre-Construction Phase Project/Construction Management

The tasks required of the consultant during the pre-construction phase of the projects shall include, but not be limited to, the following:

1. Attend the City's meetings with the design/build team.
2. Arrange a partnering session for the pertinent parties if deemed necessary.
3. Review the design/build contract between the City and the contractor.
4. Conduct a constructability review of the plans and specifications.
5. Advise the City on the needs for permits, licenses, and bonds, and assist City staff with acquiring such.
6. Assist City staff in the design/build schedule.
7. Assist City staff in project budget analyses.
8. Assist the City in developing policies and procedures necessary for the orderly implementation of the construction of the multiple projects.
9. Implement an information control system for use by the consultant and the City during the construction phase of the projects.
10. Implement a cost control/accounting system.

(iii) Construction Phase Construction Management

The tasks required of the consultant during the construction phase of the projects shall include, but not be limited to, the following:

1. Assist the City in coordinating all the project participants.
2. Develop a master schedule for the construction of the projects and review with the City for approval.
3. Coordinate, monitor, and assist the City with the design and construction processes to assure completion of subject schedules.
4. Coordinate the construction activities and schedules with the City and all impacted groups.
5. Conduct weekly meetings with the contractors and City staff to review the progress of work and look ahead at work to come. Provide detailed minutes for all meetings.
6. Maintain information control and cost control/accounting systems developed in the pre-construction phase.
7. Review costs and bids submitted by the contractor for the various items of work. The consultant shall review the bids and recommend subcontractors, when applicable, to the City for approval.
8. Monitor all project costs.
9. Collect and review all labor compliance documents from the contractors.

10. Coordinate or attend meetings with other City Departments or outside agencies when necessary.
11. Assist the City in responding to City Council and public inquiries or concerns regarding the construction.
12. Review all submittals, shop drawings, product data, samples and requests for substitution of equivalent products and materials.
13. If applicable, assist the City with analyses of changed conditions and development of corrective actions.
14. Negotiate change orders for approval by the City.
15. Approve all contractor progress payments.

(iv) Post-Construction Phase Construction Management

The tasks required of the consultant during the post-construction phase of the projects shall include, but not be limited to, the following:

1. At the request of the City, provide preparation of the final "as-built" construction drawings for the project.
2. Prepare all project documentation for storage.

C. OTHER TYPES OF SERVICE

Other engineering services to be provided hereunder shall include, but not be limited to the following:

(i) Inspection

The consultant will be responsible for accepting the contractors' work and therefore, shall provide complete and thorough inspection for all aspects of the projects.

1. The consultant shall provide sufficient numbers of qualified inspectors to ensure that all aspects of all projects are being properly inspected.
2. Inspection services will require providing Deputy Inspectors as needed.
3. The consultant shall provide for any required special inspections.

(ii) Materials Testing

The consultant will be responsible for accepting all materials used in the work by the contractors. The materials testing to be performed may include, but shall not be limited to, the following types of work:

1. Acceptance testing as well as additional quality control testing as deemed necessary.
2. Concrete, masonry, aggregates, asphalt, soils, epoxies, metals, steel reinforcement, steel structures, and welds.
3. All other laboratory material tests per the "Standard Specifications for Public Works Construction", current addition.

(iii) Survey

The consultant shall provide quality control and "check" surveying of the contractor's work as deemed necessary.

D. CITY RESPONSIBILITIES

1. Provide project management through an assigned CPM as designated by PRM. The CPM will act as the project focal point.
2. Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
3. Administer contracts.
4. Provide coordination to avoid interfering with other City construction projects and/or major events.

E. MISCELLANEOUS

1. Drafting in the case of As-Built Drawings shall be preformed on AutoCAD Release 14 or latest version, in the home office of the Consultant.
2. All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. The City shall pre-select the Consultant's Representative (CR) by review of their resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.

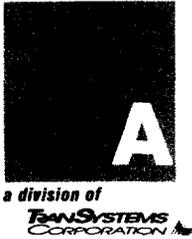


Exhibit B

ALAMITOS BAY MARINA REBUILD

Concept Marine Associates, Inc.

CMA FEE SCHEDULE
(Effective January 1, 2006)

Principal Project Manager	\$184.00
Principal Engineer	\$168.00
Area Construction Manager	\$158.00
Senior Construction Manager	\$142.00
Senior Project Manager	\$138.00
Project Manager / Senior Engineer	\$125.00
Construction Manager / Resident Engineer	\$116.00
Project Engineer	\$99.00
Cost Estimator	\$99.00
Senior Planner / Permit Specialist	\$99.00
Senior CADD Drafter	\$99.00
Staff Engineer	\$90.00
Webmaster	\$90.00
CADD Operator / Drafter	\$85.00
Inspector	\$64.00 - \$108.00
Asst. CM / Field Engineer	\$57.00 - \$77.00
Clerical / Document Control	\$50 - \$65.00

Other Services

Consultants, Special Equipment, Reproduction, Materials, and Other Outside Charges:	COST + 10%
Vehicle Transportation:	\$0.45 per mile

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the attached Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and subconsultants, will be invoiced at cost plus 10% for handling.
4. These rates are valid for sixty (60) days from submittal.
5. Rates subject to escalation on all contracts after January 1, 2007.

EXHIBIT C

City Representative:

Mark Sandoval
Marine Bureau Manager
City of Long Beach Department of Parks, Recreation and Marine
205 Marina Drive
Long Beach, CA 90803

Consultant Representatives:

Steven Schmucker
Vice President
Concept Marine Associates, a Division of Transystems Corporation
6700 E. Pacific Coast Highway Suite #201
Long Beach, CA 90803

Gordon R. Fulton
Regional Vice President
Concept Marine Associates, a Division of Transystems Corporation
6700 E. Pacific Coast Highway Suite #201
Long Beach, CA 90803

EXHIBIT "D"

**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.