

1 AGREEMENT

2 **30779**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 4,
4 2007, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on December 4, 2007, by and between
6 ACOUSTICAL ANALYSIS ASSOCIATES, INC., a California corporation ("Consultant"),
7 with a place of business at 950 Enchanted Way, Suite 105, Simi Valley, California 93065,
8 and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with Noise Consulting Services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this
23 reference, in accordance with the standards of the profession, and City shall pay
24 for these services in the manner described below, not to exceed One Hundred
25 Seventeen Thousand Three Hundred and No/100 Dollars (\$117,300.00), at the
26 rates or charges shown in Exhibit "A".

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

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

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.

20 2. TERM. The term of this Agreement shall commence at midnight on
21 December 4, 2007, and shall terminate at 11:59 p.m. on December 3, 2009, unless
22 sooner terminated as provided in this Agreement, or unless the services or the Project is
23 completed sooner.

24 3. COORDINATION AND ORGANIZATION.

25 A. Consultant shall coordinate its performance with City's
26 representative, if any, named in Exhibit "B", attached to this Agreement and
27 incorporated by this reference. Consultant shall advise and inform City's
28 representative of the work in progress on the Project in sufficient detail so as to

1 assist City's representative in making presentations and in holding meetings on
2 the Project. City shall furnish to Consultant information or materials, if any,
3 described in Exhibit "C", attached to this Agreement and incorporated by this
4 reference, and shall perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City
6 for entering this Agreement was and is the reputation and skill of Consultant's key
7 employee, Michael P. Bucka. City shall have the right to approve any person
8 proposed by Consultant to replace that key employee.

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

22 5. INSURANCE.

23 A. As a condition precedent to the effectiveness of this
24 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
25 duration of this Agreement, from insurance companies that are admitted to write
26 insurance in California and have ratings of or equivalent to A:V by A.M. Best
27 Company or from authorized non-admitted insurance companies subject to
28 Section 1763 of the California Insurance Code and that have ratings of or

1 equivalent to A:VIII by A.M. Best Company, the following insurance:

2 (a) Commercial general liability insurance (equivalent in scope to
3 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
5 coverage shall include but not be limited to broad form contractual liability,
6 cross liability, independent contractors liability, and products and
7 completed operations liability. City, its boards and commissions, and their
8 officials, employees and agents shall be named as additional insureds by
9 endorsement (on City's endorsement form or on an endorsement
10 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
11 this insurance shall contain no special limitations on the scope of
12 protection given to City, its boards and commissions, and their officials,
13 employees and agents. This policy shall be endorsed to state that the
14 insurer waives its right of subrogation against City, its boards and
15 commissions, and their officials, employees and agents.

16 (b) Workers' Compensation insurance as required by the California
17 Labor Code and employer's liability insurance in an amount not less than
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives
19 its right of subrogation against City, its boards and commissions, and their
20 officials, employees and agents.

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

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

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

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manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

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

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

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

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance,

1 during normal business hours.

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

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

12 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
13 contemplates the personal services of Consultant and Consultant's employees, and the
14 parties acknowledge that a substantial inducement to City for entering this Agreement
15 was and is the professional reputation and competence of Consultant and Consultant's
16 employees. Consultant shall not assign its rights or delegate its duties under this
17 Agreement, or any interest in this Agreement, or any portion of it, without the prior
18 approval of City, except that Consultant may with the prior approval of the City Manager
19 of City, assign any moneys due or to become due Consultant under this Agreement. Any
20 attempted assignment or delegation shall be void, and any assignee or delegate shall
21 acquire no right or interest by reason of an attempted assignment or delegation.
22 Furthermore, Consultant shall not subcontract any portion of its performance without the
23 prior approval of the City Manager or designee, or substitute an approved subconsultant
24 or contractor without approval prior to the substitution. Nothing stated in this Section
25 shall prevent Consultant from employing as many employees as Consultant deems
26 necessary for performance of this Agreement.

27 7. CONFLICT OF INTEREST. Consultant, by executing this
28 Agreement, certifies that, at the time Consultant executes this Agreement and for its

1 duration, Consultant does not and will not perform services for any other client which
2 would create a conflict, whether monetary or otherwise, as between the interests of City
3 and the interests of that other client. And, Consultant shall obtain similar certifications
4 from Consultant's employees, subconsultants and contractors.

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

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

20 10. TERMINATION. Either party shall have the right to terminate this
21 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
22 prior notice to the other party. In the event of termination under this Section, City shall
23 pay Consultant for services satisfactorily performed and costs incurred up to the effective
24 date of termination for which Consultant has not been previously paid, and Consultant
25 shall complete all tasks then pending. The procedures for payment in Section 1.B. with
26 regard to invoices shall apply. On the effective date of termination, Consultant shall
27 deliver to City all Data developed or accumulated in the performance of this Agreement,
28 whether in draft or final form, or in process. And, Consultant acknowledges and agrees

1 that City's obligation to make final payment is conditioned on Consultant's delivery of the
2 Data to City.

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

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

18 13. ADDITIONAL COSTS AND REDESIGN.

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

25 B. If the Project involves construction and the scope of work
26 requires Consultant to prepare plans and specifications with an estimate of the
27 cost of construction, then Consultant may be required to modify the plans and
28 specifications, any construction documents relating to the plans and specifications,

1 and Consultant's estimate, at no cost to City, when the lowest bid for construction
2 received by City exceeds by more than ten percent (10%) Consultant's estimate.
3 This modification shall be submitted in a timely fashion to allow City to receive new
4 bids within four (4) months after the date on which the original plans and
5 specifications were submitted by Consultant.

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

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

14 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
15 constitutes the entire understanding between the parties and supersedes all other
16 agreements, oral or written, with respect to the subject matter in this Agreement.

17 17. INDEMNITY. Consultant shall, with respect to services performed in
18 connection with this Agreement, indemnify and hold harmless City, its Boards,
19 Commissions, and their officials, employees and agents (collectively in this Section,
20 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
21 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
22 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
23 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
24 Consultant, its officers, employees, agents, sub-consultants or anyone under
25 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
26 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
27 Indemnitor relating in any way to workers' compensation. Independent of the duty to
28 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend

1 City and shall continue this defense until the Claim is resolved, whether by settlement,
2 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
3 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
4 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
5 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
6 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

12 20. NONDISCRIMINATION.

13 A. In connection with performance of this Agreement and subject
14 to applicable rules and regulations, Consultant shall not discriminate against any
15 employee or applicant for employment because of race, religion, national origin,
16 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
17 disability. Consultant shall ensure that applicants are employed, and that
18 employees are treated during their employment, without regard to these bases.
19 These actions shall include, but not be limited to, the following: employment,
20 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
21 termination; rates of pay or other forms of compensation; and selection for training,
22 including apprenticeship.

23 B. It is the policy of City to encourage the participation of
24 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
25 procurement process, and Consultant agrees to use its best efforts to carry out
26 this policy in its use of subconsultants and contractors to the fullest extent
27 consistent with the efficient performance of this Agreement. Consultant may rely
28 on written representations by subconsultants and contractors regarding their

1 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall
2 report to City in May and in December or, in the case of short-term agreements,
3 prior to invoicing for final payment, the names of all subconsultants and
4 contractors hired by Consultant for this Project and information on whether or not
5 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
6 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

7 21. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Consultant at the address first stated above, and to City at
10 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
11 copy to the City Engineer at the same address. Notice of change of address shall be
12 given in the same manner as stated for other notices. Notice shall be deemed given on
13 the date deposited in the mail or on the date personal delivery is made, whichever occurs
14 first.

15 22. COPYRIGHTS AND PATENT RIGHTS.

16 A. Consultant shall place the following copyright protection on all
17 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

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

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

25. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

27. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference,

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

1 without the prior approval of the City Manager or designee.

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

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

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

11 ACOUSTICAL ANALYSIS ASSOCIATES,
12 INC., a California corporation

13 July 25, 2008

By M.P. Bucka

M.P. Bucka Vice President
Type or Print Name

14 July 30, 2008

By Yolanda Wright

Yolanda Wright Secretary
Type or Print Name

17 "Consultant"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 August 8, 2008

By [Signature] Assistant City Manager
City Manager ~~AS APPOINTED PURSUANT~~
~~TO SECTION 301 OF~~
~~THE CITY CHARTER.~~

22 "City"

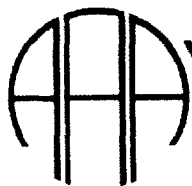
23 This Agreement is approved as to form on August 5, 2008.

24 ROBERT E. SHANNON, City Attorney

25 By [Signature]
26 Deputy
27
28

EXHIBIT “A”

Scope of Work



ACOUSTICAL ANALYSIS ASSOCIATES, INCORPORATED

June 25, 2007

Mr. Dennis Rambeau
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808

Subject: Proposal for Acoustical Consulting Services:
Additional Noise Monitor Stations for Long Beach Airport
(AAAI Proposal No. P27-016)

Dear Dennis:

We are pleased to present this proposal to you to conduct a noise measurement survey at six potential locations to be considered for additional permanent noise monitor stations around the airport. This letter contains our cost proposal to perform the noise survey and a list of suggested areas to be considered for measurement.

We therefore propose the following specific work tasks:

Scope of Work

1. **Noise Measurement Survey.** Aircraft and ambient noise levels would be monitored continuously by AAAI for a two-week period simultaneously at three temporary sites. Sound measurement equipment will be a Type 1 acoustic system, consisting of a B&K Type 4155 or 4176 microphone and a Larson-Davis 870 Precision Integrating Sound Level Meter. The system will be calibrated, batteries replaced, and data extracted at regular intervals. After the first two weeks of measurement, equipment would be re-located to three other sites for another two weeks of continuous noise measurements, thus establishing the existing aircraft and community CNEL at six locations. Costs are proposed on a per month basis. If longer time periods of measurement are desired, the cost will increase proportionately. Once selected by the City to perform these measurements, the program would begin within 2 weeks time. Although it is not yet known how many weeks of measurements will be required at a given site to obtain an adequate data sample size, we anticipate that the time period will not exceed 6 months.
2. **Data gathering and analysis.** Airport staff's assistance will be required to aid in identifying aircraft noise events. Analysis by AAAI will separate the aircraft noise contribution from the ambient noise at each measurement site. Part of the evaluation of the feasibility of a site for installation of a permanent station will be the ability to perform this task, which is now performed more or less automatically by the airport noise monitor system at the existing permanent stations. Some measurement sites at large distances from the airport may be unsuitable due to aircraft single event noise levels being masked by ambient local noise sources.

ACOUSTICAL ANALYSIS ASSOCIATES, INC.

Mr. Dennis Rambeau
 Long Beach Airport
 June 25, 2007
 Page 2

3. **Data Reporting.** The results of the analysis will be summarized in a complete report, detailing aircraft single event, hourly, and daily noise levels at each site. The usefulness of each study location as an additional permanent monitoring station will be described. Progress reports at intermediate stages will be prepared and reviewed with Noise Office Staff to confirm suitability of measurement sites. Alternative locations may be selected as necessary, based on progress reporting.

Cost of Services

We propose to perform the above Scope of Work on a not-to-exceed basis in accordance with our standard rates in effect at the time the work is performed. Based on the indicated Scope of Work we estimate our costs would not exceed \$17,000 per month of measurements (as described in task 1 above) to perform the noise survey and data analysis. The time period of testing will not exceed six months, so the total cost of the study would not exceed \$102,000.

Cost Breakdown

Monthly Cost for Noise Survey

	Supervisory Consultant <u>\$175/hr</u>	Lab Tech. <u>\$102/hr</u>	Field Tech. <u>\$75/hr</u>	Admin Asst. <u>\$75/hr</u>	Direct <u>Costs</u>	Total <u>Cost</u>
Planning/Setup Initial Locations	16 hrs \$2800	8 hrs \$816			\$200	\$3,816
Semi-weekly Maintenance		8 hrs \$816	40 hrs \$3,000		\$600	\$4,416
Equipment Use (\$150/day for each system)						Monthly Rate is 3 times weekly rate, and weekly rate is 3 times daily rate. 3 Measurement Systems for 1 month <u>\$4,050</u>
					Subtotal	\$12,282

Monthly Costs for Data Analysis/Reporting

Data Analysis	8 hrs \$1,400	8 hrs \$816				\$2,216
Reporting	8 hrs \$1,400			8 hrs \$600	\$400	<u>\$2,400</u> \$4,616
					Grand Total per Month	\$16,898

ACOUSTICAL ANALYSIS ASSOCIATES, INC.

Mr. Dennis Rambeau
Long Beach Airport
June 25, 2007
Page 3

Selection of Noise Measurement Sites

After review of the most recent noise contours and aircraft flight tracks, we suggest the candidate locations listed below for temporary noise monitoring and possible additional permanent stations. The attached Figure illustrates the locations proposed.

General Location

Bixby Heights (SE of existing RMS 3)
Britton Dr near Atherton and Bellflower
E Roosevelt Rd and Gardenia Dr
Future residential area N of LGB (Boeing Co)
SW of Orange Ave and San Antonio
Somerset Park area

Basis for Selection

City Council direction
Near 60 dB CNEL contour
Near 65 dB CNEL contour
Near 65 dB CNEL contour
Near 60 dB CNEL contour
Near 60 dB CNEL contour

We would like to thank you for the opportunity to present this proposal, and look forward to working with you on this and future projects.

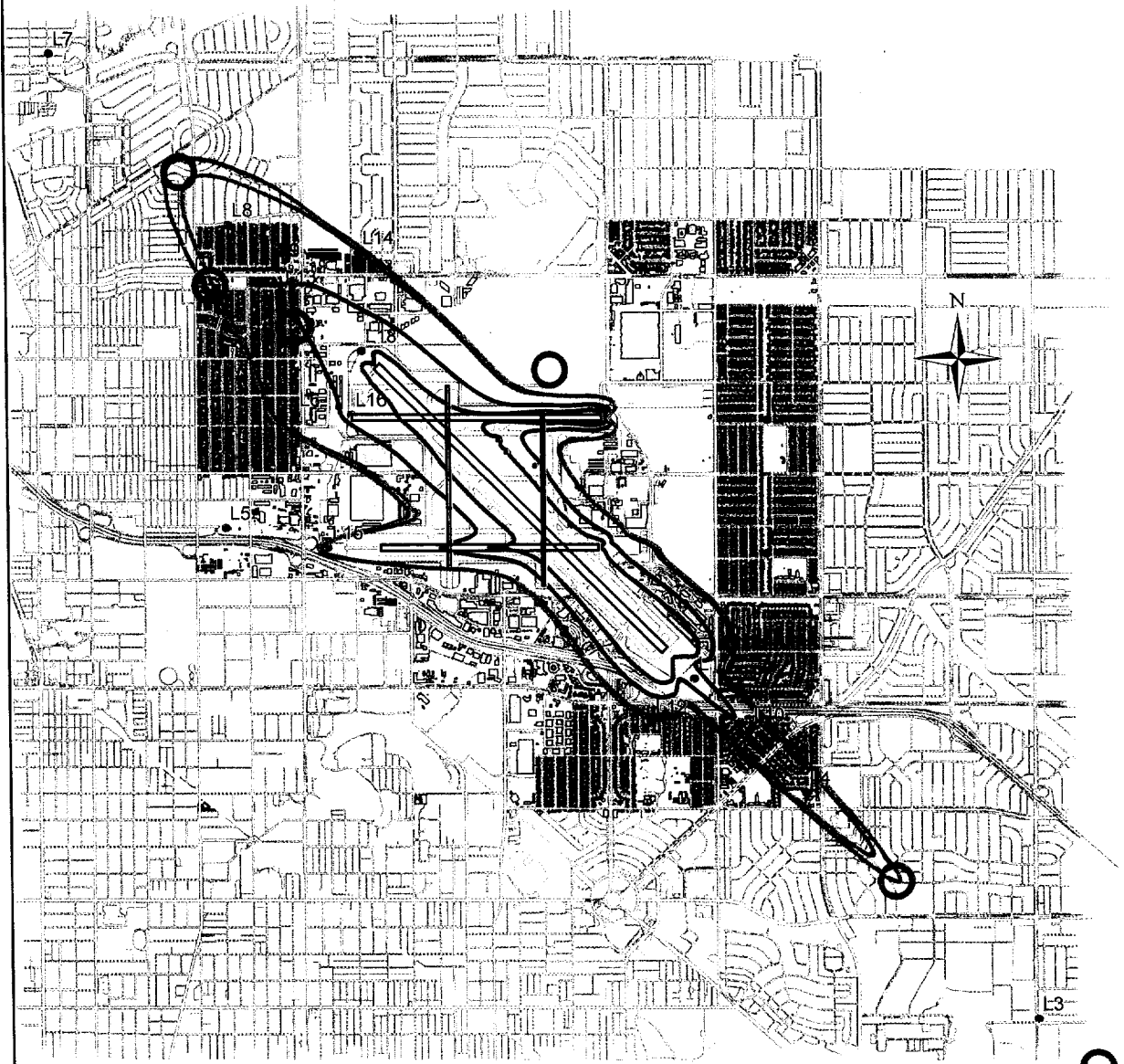
Sincerely,

ACOUSTICAL ANALYSIS ASSOCIATES, INC.







Michael P. Bucka
Principal Consultant

Long Beach Municipal Airport



Legend

-  60CNEL Noise-Contours
-  60CNEL Overlay-Contours
-  COMP704Q Noise-Contours
-  COMP654Q Noise-Contours

0 500 1,000 2,000 Feet

Figure Proposed Temporary Monitoring Locations

EXHIBIT “B”

City’s Representative: Jimmie Smith

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"