

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

1 AGREEMENT

2 **32346**

3 THIS AGREEMENT is made and entered, in duplicate, as of September 28,  
4 2011, 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 September 20, 2011, by and between  
6 LANGHAM CONSULTING SERVICES, INC., a Louisiana corporation ("Consultant"), with  
7 a place of business at 2240 Monroe Street, Mandeville, Louisiana 70470, and the CITY  
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with project management services for the full implementation of  
11 the City's Customer Information System ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay  
25 for these services in the manner described below, not to exceed Eight Hundred  
26 Eighty-Five Thousand Dollars (\$885,000.00), at the rates or charges shown in  
27 Exhibit "A-1".

28 B. Consultant may select the time and place of performance for

1 these services; provided, however, that access to City documents, records and the  
2 like, if needed by Consultant, shall be available only during City's normal business  
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this  
22 Agreement has been signed by both parties and until Consultant's evidence of  
23 insurance has been delivered to and approved by City.

24 2. TERM. The term of this Agreement shall commence on September  
25 20, 2011, and shall terminate on September 19, 2013, unless sooner terminated as  
26 provided in this Agreement, or unless the services or the Project is completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

1 representative, Jeanne Takano. Consultant shall advise and inform City's  
2 representative of the work in progress on the Project in sufficient detail so as to  
3 assist City's representative in making presentations and in holding meetings on  
4 the Project.

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, Charles Suhler. 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

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

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

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

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

21 F. Prior to the start of performance, Consultant shall deliver to  
22 City certificates of insurance and the endorsements for approval as to sufficiency  
23 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
24 the insurance, furnish to City certificates of insurance and endorsements  
25 evidencing renewal of the insurance. City reserves the right to require complete  
26 certified copies of all policies of Consultant and Consultant's subconsultants and  
27 contractors, at any time. Consultant shall make available to City's Risk Manager  
28 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.

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. The procedures  
25 for payment in Section 1.A. with regard to invoices shall apply. On the effective date of  
26 termination, Consultant shall deliver to City all Data developed or accumulated in the  
27 performance of this Agreement, whether in draft or final form, or in process. And,  
28 Consultant acknowledges and agrees that City's obligation to make final payment is

1 conditioned on Consultant's delivery of the Data to City.

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

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

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

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

26 15. LAW. This Agreement shall be governed by and construed pursuant  
27 to the laws of the State of California (except those provisions of California law pertaining  
28 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and



1 regulations of and obtain all permits, licenses and certificates required by all federal, state  
2 and local governmental authorities.

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

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

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

26 19. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject  
28 to applicable rules and regulations, Consultant shall not discriminate against any

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

9 B. It is the policy of City to encourage the participation of  
10 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
11 procurement process, and Consultant agrees to use its best efforts to carry out  
12 this policy in its use of subconsultants and contractors to the fullest extent  
13 consistent with the efficient performance of this Agreement. Consultant may rely  
14 on written representations by subconsultants and contractors regarding their  
15 status. Consultant shall report to City in May and in December or, in the case of  
16 short-term agreements, prior to invoicing for final payment, the names of all  
17 subconsultants and contractors hired by Consultant for this Project and information  
18 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
19 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
20 637).

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

28 21. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

13           23. CONTINUATION. Termination or expiration of this Agreement shall  
14 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
15 17, 19, 20 and 26 prior to termination or expiration of this Agreement.

16           24. TAX REPORTING. As required by federal and state law, City is  
17 obligated to and will report the payment of compensation to Contractor on Form 1099-  
18 Misc. Contractor shall be solely responsible for payment of all federal and state taxes  
19 resulting from payments under this Agreement. Contractor shall submit Contractor's  
20 Employer Identification Number (EIN), or Contractor's Social Security Number if  
21 Contractor does not have an EIN, in writing to City's Accounts Payable, Department of  
22 Financial Management. Contractor acknowledges and agrees that City has no obligation  
23 to pay Contractor until Contractor provides one of these numbers.

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

27           26. AUDIT. City shall have the right at all reasonable times during the  
28 term of this Agreement and for a period of five (5) years after termination or expiration of

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

1 this Agreement to examine, audit, inspect, review, extract information from and copy all  
2 books, records, accounts and other documents of Consultant relating to this Agreement.

3 27. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
4 designed to or entered for the purpose of creating any benefit or right for any person or  
5 entity of any kind that is not a party to this Agreement.

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

LANGHAM CONSULTING SERVICES,  
INC., a Louisiana corporation

8  
9  
10 9-30, 2011

By Gary Thurson, Pres.

GARY THURSON  
Type or Print Name

11  
12 \_\_\_\_\_, 2011

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

13  
14  
15  
16  
17 10.11, 2011

By [Signature]  
Assistant City Manager

City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

18  
19  
20  
21 This Agreement is approved as to form on OCT. 4, 2011.

22  
23 ROBERT A. SHANNON, City Attorney

24 By [Signature]  
25 Deputy  
26  
27  
28

EXHIBIT A

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**Statement of Work:**



**PROJECT MANAGEMENT**

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**Prepared by:** Gary Thorson, PhD

Langham Consulting Services Inc.

**Date:** September 20, 2011

**Version :** V1.0

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Langham Consulting will utilize the following Project Team consisting of a Project Director, a full-time onsite Project Manager, and a Test Manager. Langham is providing this team in an effort to fully provide the desired and needed services and to maximize the benefit of Langham's institutional knowledge of the City of Long Beach. Our team possesses both CIS application implementation and utility industry experience.

### ***Roles and Responsibilities***

#### ***Project Director, Tim Almond, Vice President (10% commitment, during the project)***

The Project Director serves CLB in proactively ensuring Langham's contracted project is executed as agreed and as the final point of escalation for any issues CLB may wish to raise. As the Project Director, Tim will take the lead role in overseeing all project activities from the beginning to end assisted by Gary Thorson, President & Senior Consultant if and when vendor contract issues arise.

Tim will also act as Langham's project's quality assurance resource responsible for the quality and consistency of Langham deliverables and adherence to the Langham approach.

#### ***Project Manager, Charles Suhler, Ph.D, Senior Consultant (full-time Project Manager)***

Langham's Project Manager, Charles Suhler, Ph.D. will report to Langham's Project Director as well as to the CLB Project Executive/owner including the CLB Steering Committee. Charles will provide onsite and offsite Project Management services Monday through Friday and at other times (after hours or on weekends) as needed throughout the project.

In keeping with CLB's responsibilities identified for the Project Manager, Charles will:

- Manage the project from the CLB perspective
- Oversee the project activities for which CLB is responsible to complete, both functional and technical
- Ensuring that all project milestones are performed according to the project schedule
- Develop the Project Plan in conjunction with the system integrator's project manager
- Report the status of the project to the City management on a regular basis
- Provide input to the development and implementation of a Communications Plan
- Mentoring project staff in the creation of a Communications Plan
- Create and update status reports, issues and escalation logs on a regular basis
- Create and present Change Request documents to City management
- Working with the system integrator's project manager, create a Project Charter

- Working with the system integrator's project manager, create and maintain the Project Schedule
- Oversee and manage the User Acceptance Testing (UAT) process, this would include creating and providing test templates as well as guidance in developing test scripts, a test plan and directing the testing process
- Working with the system integrator's project manager, create and implement a Migration Plan
- Managing the project at a high level, but also understanding the application and processes to delve into the details of specific project issues when required

Since Charles has an abundance of Change Management experience he will be available to mentor your project staff in the creation and implementation of a project Communications Plan and other Change Management activities.

Note: With the aforementioned duties as identified by CLB it was highly recommended that CLB identify and dedicate an internal Test Manager. The Langham provide PM will be able to provide testing oversight (as requested) but will not have time to manage the day to day testing activities, script development, error tracking and retesting, etc. An assigned Test Manager will be needed.

***CIS Test Manager: Ralph Lousteau, Senior Consultant (part-time Test Manager, up to 75% during the actual testing)***

It has been our experience over many years and many projects that the CIS Project Manager does not have the time to become intimately involved in the testing process. While they are certainly managing the total project and testing activity is a part of that, they do not have the time to get bogged down in the details of test script development, test plan development, monitoring test results, managing and logging error resolutions. In the case that CLB cannot staff the position of Test Manager internally, Langham is offering Ralph Lousteau to serve your project in the capacity of Test Manager. In this capacity Ralph will:

- Oversee and manage the User Acceptance Testing (UAT) process, this would include creating and providing test templates as well as guidance in developing test scripts, a test plan and directing the testing process
- In addition to the oversight responsibilities identified above, as test manager, Ralph will manage all test planning, test script development training, test script development sessions, all daily testing activities including Day in the Life testing, error tracking, issues resolution with the vendor and retesting and testing status reporting,

## Cost Assumptions

1. Langham will provide all services described herein at that all inclusive (travel and living expenses included) hourly rate of \$170.00.
2. The combined billable time for the Project Director and the Project Manager will not exceed 40 hours per week.
3. Langham will provide vendor dispute resolution consulting services at no extra charge (as a part of the 40 hour per week cap).
4. Langham will utilize numerous proprietary Project Management documents and templates to facilitate Project Management activities.
5. The Test Manager will be engaged over an approximate duration of 6 to 7 months, starting out at  $\frac{1}{2}$  time during test script development (estimated 3 months) and then moving to  $\frac{3}{4}$  time during the actual testing (estimated 3 to 4 months).
6. Langham will provide backup or alternate resources as needed for the same all inclusive hourly rate.



## Detailed Cost Proposal

**Project Management Consulting Services** (onsite, full-time dedicated PM & part-time Project Director)

**Hourly Rate:** \$170/hour (all inclusive)

**Weekly Rate:** \$6,800/week (all inclusive) maximum. All hours combined between the Langham PM and the Langham Project Director will be capped at 40 hours even if overtime and weekends are involved.

Langham is agreeable with the 18 month project duration and the possible two 3-month extensions at the above rate.

**Projected Cost** for the 18 month project taking into account vacations and holidays based on the all inclusive rate of \$6,800 per week.....\$503,200.\*

\*allowing for holidays and vacations this comes to a total of 74 work weeks during an 18 month period.

**Test Manager** (onsite and offsite, up to 75% dedication to the CLB project)

**Hourly Rate:** \$170/hour (all inclusive)

**Weekly Rate:** \$6,800/week (all inclusive) maximum. All hours will be capped at 40 hours even if overtime and weekends are involved.

**Projected Cost** for the 18 month project assuming 3 month ½ time test script development timeframe and a maximum of 4 months at ¾ time of actual testing at the all inclusive rate of \$6,800/week .....\$122,4000