

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of June 11, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 10, 2014, by and between AKM CONSULTING ENGINEERS, a California corporation, with a place of business at 533 Wald, Irvine, California 92618 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with as-needed pump station design, operations, and condition assessment services ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Five Hundred Thousand Dollars (\$500,000) for a period of three years, at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term
3 of this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year.
5 In the event that the City Council of the City fails to appropriate the necessary
6 funds for any fiscal year, then, and in that event, the Agreement will terminate at
7 no additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for
9 these services provided, however, that access to City documents, records, and the
10 like, if needed by Consultant, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

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

26 E. Consultant represents that Consultant has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

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1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 June 11, 2014, and shall terminate at 11:59 p.m. on June 10, 2017, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

6 5. INSURANCE.

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

14 (a) Commercial general liability insurance (equivalent in scope to
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
17 coverage shall include but not be limited to broad form contractual liability,
18 cross liability, independent contractors liability, and products and
19 completed operations liability. The City, its boards and commissions, and
20 their officials, employees and agents shall be named as additional
21 insureds by endorsement (on City's endorsement form or on an
22 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
23 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33
24 07 04 and CG 20 37 07 04), and this insurance shall contain no special
25 limitations on the scope of protection given to the City, its boards and
26 commissions, and their officials, employees and agents. This policy shall
27 be endorsed to state that the insurer waives its right of subrogation
28 against City, its boards and commissions, and their officials, employees

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and agents.

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

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

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

2 17. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its
4 Boards, Commissions, and their officials, employees and agents ("Indemnified
5 Parties"), from and against any and all liability, claims, demands, damage, loss,
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
7 costs and expenses, including attorneys' fees, court costs, expert and witness
8 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
9 whole or in part, out of or in connection with (1) Consultant's breach or failure to
10 comply with any of its obligations contained in this Agreement, or (2) negligent or
11 willful acts, errors, omissions or misrepresentations committed by Consultant, its
12 officers, employees, agents, subcontractors, or anyone under Consultant's control,
13 in the performance of work or services under this Agreement (collectively "Claims"
14 or individually "Claim").

15 B. In addition to Consultant's duty to indemnify, Consultant shall
16 have a separate and wholly independent duty to defend Indemnified Parties at
17 Consultant's expense by legal counsel approved by City, from and against all
18 Claims, and shall continue this defense until the Claims are resolved, whether by
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
20 breach, or the like on the part of Consultant shall be required for the duty to defend
21 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
22 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
23 in the defense.

24 C. If a court of competent jurisdiction determines that a Claim
25 was caused by the sole negligence or willful misconduct of Indemnified Parties,
26 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
27 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
28 percentage of willful misconduct attributed by the court to the Indemnified Parties.

1 D. To the extent this Agreement is a professional service
2 agreement for work or services performed by a design professional (architect,
3 landscape architect, professional engineer or professional land surveyor), the
4 provisions of this Section regarding Consultant's duty to defend and indemnify
5 shall be limited as provided in California Civil Code Section 2782.8, and shall
6 apply only to Claims that arise out of, pertain to, or relate to the negligence,
7 recklessness, or willful misconduct of the Consultant.

8 E. The provisions of this Section shall survive the expiration or
9 termination of this Agreement.

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

12 19. 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

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

7 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
8 accordance with the provisions of the Ordinance, this Agreement is subject to the
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Consultant
12 certifies and represents that the Consultant will comply with the EBO. The
13 Consultant agrees to post the following statement in conspicuous places at its
14 place of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach,
16 the Consultant will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Consultant to comply with the EBO will be
21 deemed to be a material breach of the Agreement by the City.

22 C. If the Consultant fails to comply with the EBO, the City may
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
24 or to become due under the Agreement may be retained by the City. The City
25 may also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence
27 against the Consultant in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If the City determines that the Consultant has set up or used
2 its contracting entity for the purpose of evading the intent of the EBO, the City may
3 terminate the Agreement on behalf of the City. Violation of this provision may be
4 used as evidence against the Consultant in actions taken pursuant to the
5 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
6 Responsibility.

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 the
10 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager
11 with a copy to the City Engineer at the same address. Notice of change of address shall
12 be given in the same manner as stated for other notices. Notice shall be deemed given
13 on the date deposited in the mail or on the date personal delivery is made, whichever
14 occurs 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 the 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 attorneys' fees)
27 whether or not reduced to judgment, arising from any breach or alleged breach of
28 this warranty.

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

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

14 25. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
16 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

28 28. AUDIT. City shall have the right at all reasonable times during the

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1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from, and copy all
3 books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

9
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11 6-27 _____, 2014

AKM CONSULTING ENGINEERS, a
California corporation
By [Signature]
Name Zeki Kayiran
Title President

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13 _____, 2014

By [Signature]
Name JOHN L BAGE
Title VICE PRESIDENT

"Consultant"

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18 8-4 _____, 2014

CITY OF LONG BEACH, a municipal
corporation **Assistant City Manager**
By [Signature]
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

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21 This Agreement is approved as to form on July 7
22 2014.

23 CHARLES PARKIN, City Attorney
24 By [Signature]
25 Deputy
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EXHIBIT "A"

(Scope of Work)

I. OVERVIEW OF PROJECT

A. Introduction

The City of Long Beach (City) currently maintains 25 of the 26 stormwater pump stations identified in Section 1.3 below. Installation of some facilities dates back to the early 1900's and, as a result, many of them do not meet current standards. In 2005, Lim & Nascimento developed a stormwater master plan and a stormwater pump station evaluation for the City.

The City, acting through its Public Works Department, has engaged AKM Consulting Engineers (AKM) to conduct an assessment of the existing City stormwater pump stations. AKM's project deliverables will become the basis for Public Works capital improvement programming and identification of early action items for facility maintenance and first phase design-bid-build projects. The facilities assessment will provide the current field conditions of the pump systems and identify existing problems and deficiencies within the systems. The assessment will identify options to mitigate the problems and upgrade the system, develop and provide budget-level construction cost estimates for the upgrades, and provide a priority-based schedule for the upgrades. The assessment and management plan also include enhancement and/or development of preventative maintenance programs and manuals, and development of a plan to upgrade telemetry with current technology and connectivity.

B Objective

Preserving our neighborhoods is a key element of the Long Beach Strategic Plan. The City's Assessment Study for Stormwater Pump Stations is designed to help meet that goal.

C. Program

The City provides for the annual maintenance of its approximately 3,800 catch basins, 379 miles of storm drains, and 25 stormwater pump stations within the City's 50 square mile area. This program update will present the findings from evaluations of 22 of the City's 25 stormwater pump stations. All of the City's pump stations are identified below along with their respective locations or addresses. The 22 stations to be evaluated in this Assessment Study are identified with an asterisk (*). Selection of these 22 stations was made based on the drainage areas they serve and importance to preventing flooding.

<u>Pump Station Name</u>	<u>Location / Street Address</u>
*SD-1 6th Street	6th Street and Deforest
*SD-2 7th Street	7th Street and Deforest
*SD-3 Cowles	1444 W. Cowles Street
*SD-4 19th Street	1233 W. 19th Street
*SD-5 27th Street	2710 Gale Avenue

*SD-6 Willow	901 26th Way
*SD-7 Willow Underpass	Willow Street and Terminal Island Freeway
SD-8 San Francisco (N/A)	1607 San Francisco Avenue (LA Co. PS)
*SD-9 Atherton	6919 Atherton Street
*SD-10 Willow and 405 Fwy.	Willow Street and Vernon Street
*SD-11 Gordon	114 Gordon Street
*SD-12 Artesia	Coachella Avenue and 67th Street
*SD-13 North Boundary	509 Artesia Blvd., E/O LA Co. Flood Control
*SD-14 Country Square	3467 Halbrite Avenue
*SD-15 Imperial Estates	8154 Timor Street
*SD-16 Wardlow North	8001 E. Wardlow Road
*SD-17 Wardlow South	8000 E. Wardlow Road
*SD-18 Wardlow Underpass	El Dorado Park at Area 3
*SD-19 Lakewood Tunnel	2901 Lakewood Boulevard
*SD-20 Spring Street Tunnel	4201 E. Spring Street
*SD-21 4th and Loma	Alley East of 4th Street on Loma Avenue
*SD-22 Dominguez	Carson and LA Co. Flood Control
SD-23 West 8th Street	In Harbor S and 8th Street
*SD-24	2401 E. South Street
SD-25 (N/A)	Diversion Pump @ Colorado Lagoon & 6 th Place
SD-26 (N/A)	Diversion Pump @ Colorado Lagoon & 6 th Place

II. SCOPE OF WORK

AKM shall furnish all services as required to perform the assessment including data collection, preparing the assessment study, developing a slate of early action items for facility maintenance and first phase design-bid-build projects, and developing a phased capital improvement program for Long Beach Stormwater Pump Stations; complete with all deliverables identified in Appendix B of Exhibit B.

- A. The following general tasks descriptions and the tasks of Appendix B are included in the work scope:
1. Meet with City staff to review schedule, budget, project documents, project goals, format of deliverable and clarify responsibility of each party
 2. Develop a Quality Assurance/Quality Control Plan for the project

- 3 Review existing documents related to capital improvement projects, and maintenance and rehabilitation activities conducted by the City since the last Pump Station Evaluation. Review the 2003 Lim & Nascimento investigation of the Long Beach storm drain system which culminated in the completion of a storm drain master plan and an assessment of the storm drain pump stations in 2005. The report is comprised of five volumes that include detailed basin reports and maps, a master plan and maps, an AutoCAD / dBase computerized management program, and a detailed study of the Downtown area. One of the initial tasks of the project will be to become familiar with the Lim & Nascimento report and gain an understanding of the City storm drain system.
- 4 Conduct Pump Station Condition Assessment - Collection of field data to perform a study-level assessment of the 22 stormwater pump stations selected for this project. The data collection shall generally following the data-sets and methodology of the prior Pump Station Evaluation. All existing pumps and motors will be investigated, at a high-level, to develop an approximate value of their remaining useful life and cost of replacement. The format of the data captured during this field assessment must comply with the standards set forth by the City's Department of Public Works, Engineering Bureau.
- 5 Identification and Determination of a Code Compliance, Preventative Maintenance Program (PMP) and Rehabilitation Strategy – AKM shall identify the type of maintenance, rehabilitation, or replacement treatments required for each pump station and the estimated budget-level costs for performing these alternative treatments.
- 6 Develop a plan to upgrade the existing telemetry system with current technology and connectivity for all City-owned pump stations; except SD-25 and SD-26.
- 7 Identification of Rehabilitation Priorities - AKM shall provide the City several sets of priority and benefit/cost analyses listings for determining project order and timing, including early action items that should be taken to restore or preserve facility functions. Methods used for the analyses shall be based on discussions held with City staff regarding the City's needs, desires and policies for setting stormwater pump station maintenance priorities. AKM shall provide an engineering-based discussion of the benefit/cost conclusions with the priority listings in the Final Report. This discussion shall compare or contrast each of the options and make recommendations as to the best prioritization methodology to be used by the City.
- 8 Preparation of a Five-Year Rehabilitation Program - AKM must generate a Multi-Year Plan for performing maintenance and rehabilitation projects. The Multi-Year Plan supplements any current plans previously established by the City. The Multi-Year Plan and background analysis shall be presented in the Final Report along with an engineering-based discussion regarding the use and implementation of the Multi-Year Plan.

- 9 Financial Planning - AKM shall hold meetings with City staff to define the budget sources and desired program funding levels. The recommended treatments for the individual pump stations shall be shown in priority order to indicate which costs should be incurred first. AKM shall recommend the required maintenance and rehabilitation treatments, phased replacements and upgrades that are subject to the City's design-bid-build processes, and provide an estimate of the cost for these activities.
 - 10 Final Report - AKM shall prepare a Final Report which shall include, without limitation, the methods, findings and recommendations of AKM, which shall be presented in a single comprehensive document that should include findings generated as part of other tasks described herein. AKM shall include clear and legible colored maps and exhibits as part of the report. A total of three (3) copies of a preliminary Final Report shall be submitted to the City for review. Upon City approval to finalize the Final Report, eight (8) bound copies of the Final Report shall be furnished to the City.
- B. The following general types of services and the tasks shall be included in the work scope of the proposal:
1. Project Management, shall include but is not limited to:
 - a) Prepare a workable, efficient, and presentable project schedule utilizing Microsoft Project 2010 and provide monthly updates
 - b) Prepare a cost and earned-cost tracking spreadsheet of project status and update the spreadsheet monthly
 2. Research shall include but is not limited to:
 - a) The 1991 Storm Drain Master Plan compiled by Boyle Engineering
 - b) City records of existing storm drain drawings and GIS data
 3. Field Inspections, shall include, but is not limited to:
 - a) Conducting inspections, tests, and measurements of pump stations
 - b) Recording captured data in the format agreed to by the City's Department of Public Works, Engineering Bureau
 4. Engineering shall include but is not limited to:
 - a) Determining, at a high level for comparison purposes, the existing capacities, problems, and deficiencies
 - b) Developing and proposing solutions to mitigate storm drain pump system problems, correct deficiencies, bring the storm drain pump systems to

required capacities, and upgrade the existing telemetry system for all City-owned pump stations; except SD-25 and SD-26

- c) Preparing budget-level estimates for maintenance projects and design-bid-build project cost estimates for each proposed solution
 - d) Preparing a prioritized list of solutions and possible implementation schedule(s)
5. Meetings shall include but is not limited to:
- a) Attendance at meetings with City Staff and agencies as requested by City's Project Manager (PM)
 - b) Prepare meeting minutes within 4 (four) working days after meetings attended

III. **Preliminary Description of Professional Engineering Services**

A. General

As requested and agreed, the City will authorize AKM to provide contract services under the direction of the City's Director of Public Works or City Engineer.

B. Administrative Duties – As requested and agreed, perform the following services:

1. When directed, prepare written reports and attend meetings and present information to the City Council or its appointed Commissions.
2. When directed, analyze the City's needs, prepare and administer long- and short-range capital improvement programs consistent with the economic capabilities of the City.
3. Attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
4. When directed, review and provide written comments on planning programs and land development matters.
5. When directed, recommend regulations and ordinances pertaining to landscape architectural matters.
6. When directed, provide technical advice to City personnel assigned to public works activities.
7. Establish working relationships and coordination with other public agencies, the public and utility companies involving public works, municipal engineering, and landscape matters.

- C. Development Review – As requested and agreed, perform the following services:
1. Review, check and provide written recommendation on land use applications to the Director of Public Works or City Engineer.
 2. Review tentative maps and other proposed development submittals and provide recommendations as to public works, municipal engineering, and landscape matters.
 3. Check improvement plans for public works, municipal engineering, and landscape improvements under the jurisdiction of City.
 4. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of development review.
 5. Provide field observation as a City Agent during the construction of such improvements by private developers and at the proper time, recommend notices of completion and acceptance of the work.
 6. Provide such necessary and related functions as are the normal practice of City in the review of private developments.
- D. Capital Projects – As requested and agreed, perform the following services:
1. Prepare plans and specifications for City projects.
 2. Provide design, construction administration and observation services for City projects.
 3. Provide special reports regarding such matters as capital improvements, construction materials, and maintenance.
 4. Provide special landscape architecture reports regarding such matters as landscape image, aesthetics, materials and maintenance.
 5. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permit requirements.

EXHIBIT "B"

(Rates)

Consultant compensation for the Work Scope Deliverables for the Assessment Study for Long Beach Stormwater Pump Stations shall not exceed \$250,000.00 and shall be paid on a completed Task basis following City's approval of Required Deliverables according to the following Appendix B.

All other consultant compensation will be based on the following rate schedule and work scope for any new work to determine its not-to-exceed amount. Payment for new work, if any is authorized by the City in its sole discretion, will be paid on a completed Task basis following City's approval of Required Deliverables.

**AKM CONSULTING ENGINEERS
HOURLY FEE SCHEDULE
June 2014 – June 2017**

<u>Labor Classification</u>	<u>Hourly Rate</u>
1. Principal	\$205.00
2. Principal Engineer	\$180.00
3. Project Manager	\$180.00
4. Project Engineer	\$180.00
5. Resident Engineer	\$180.00
6. Senior Engineer	\$150.00
7. Associate Engineer	\$125.00
8. Financial Analyst	\$100.00
9. Construction Manager	\$150.00
10. Staff Engineer	\$120.00
11. Inspector	\$110.00
12. Assistant Engineer	\$87.00
13. Senior Designer/Senior CADD Technician	\$95.00
14. Designer/CADD Technician	\$90.00
15. Engineering Technician	\$80.00
16. Engineering Aide	\$55.00
17. Data or Word Processing	\$66.00
17. Office Support	\$55.00

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) and subcontracted services will be invoiced at cost. Mileage will be invoiced at current federal rate per mile. Rates contained in this rate schedule may only be modified by mutual consent of both parties.



City of Long Beach - Department of Public Works
Work Scope Deliverables and Milestones for
Assessment Study for Long Beach Stormwater Pump Stations

Item No.	Task No.	Pt.	Task Summary Descriptions	Proposed		Required Deliverables	Task Weight (%) **	Deliverable Weight (%)***	Cost	Footnotes and Comments
				Start Date *	Finish Date *					
1	0	1	Narrative Project Description and Schedule	7/8/14	7/11/14	Preliminary Project Description and Schedule, responses to comments, and Final Project Description and Schedule	45.45%	0.91%	\$2,272.50	1, 4
2	0	2	QA/QC Plan	7/8/14	7/11/14	Preliminary QA/QC Plan, responses to comments, and Final QA/QC Plan	36.35%	0.73%	\$1,817.50	1, 4
3	0	3	QA/QC Plan	7/21/14	7/25/14	QA/QC'd Final QA/QC Plan	10.00%	0.20%	\$500.00	1, 4
4	0	4	Narrative Project Description and Schedule	7/21/14	7/25/14	QA/QC'd data files for Final Project Description and Schedule	4.10%	0.08%	\$205.00	1, 4
5	0	5	QA/QC Plan	7/25/14	7/25/14	QA/QC'd data files for Final QA/QC Plan	4.10%	0.08%	\$205.00	1, 4
6			Subtotal for Task 0				100.00%	2.00%	\$5,000.00	2, 3
7	1	1	Investigations and Network Definition	7/14/14	7/18/14	QA/QC'd Network Map with: City Boundary; Significant Roadways; Harbor District Boundary; Long Beach Airport Boundary; and drainage area and subarea boundaries for each stormwater pump station.	30.00%	1.32%	\$3,300.00	1, 4
8	1	2	Investigations and Network Definition	7/14/14	7/18/14	QA/QC'd Network Data Base with: item reference numbers; Storm drain owner and drain number references, lengths, widths, heights, and diameters; Elevations; Slope; Hydrology; and Drainage area and reference numbers.	30.00%	1.32%	\$3,300.00	1, 4
9	1	3	Investigations and Network Definition	7/14/14	7/18/14	QA/QC'd Stormwater Pump Station Network Figure	10.00%	0.44%	\$1,100.00	1, 4
10	1	4	Investigations and Network Definition	7/28/14	7/30/14	QA/QC'd electronic data files for Task 1.1	10.00%	0.44%	\$1,100.00	1, 4
11	1	5	Investigations and Network Definition	7/28/14	7/30/14	QA/QC'd electronic data files for Task 1.2	10.00%	0.44%	\$1,100.00	1, 4
12	1	6	Investigations and Network Definition	7/28/14	7/30/14	QA/QC'd electronic data files for Task 1.3	10.00%	0.44%	\$1,100.00	1, 4
13			Subtotal for Task 1				100.00%	4.40%	\$11,000.00	2, 3
14	2	1	Network Field Assessment	7/31/14	8/1/14	QA/QC'd Stormwater Pump Station Network Map with: all items of Task 1.1; Freeways; Major Arterials; Secondary Arterials; and Collector Streets	22.34%	0.40%	\$1,005.30	1, 4
15	2	2	Network Field Assessment	7/31/14	8/1/14	QA/QC'd Network Data Base with: all items of Task 1.2; and pump station capacity, flows, and hydrology	22.33%	0.40%	\$1,004.85	1, 4
16	2	3	Network Field Assessment	7/31/14	8/1/14	QA/QC'd Stormwater Pump Station data stable showing pump station ID, capacity, hydrology, influent pipe ID and capacity. City map showing pump station locations, City boundary, regional drains, and main drains.	22.33%	0.40%	\$1,004.85	1, 4
17	2	4	Network Field Assessment	8/11/14	8/13/14	QA/QC'd electronic data files for Task 2.1	11.00%	0.20%	\$495.00	1, 4
18		5	Network Field Assessment	8/11/14	8/13/14	QA/QC'd electronic data files for Task 2.2	11.00%	0.20%	\$495.00	1, 4
19	2	6	Network Field Assessment	8/11/14	8/13/14	QA/QC'd electronic data files for Task 2.3	11.00%	0.20%	\$495.00	1, 4
20			Subtotal for Task 2				100.00%	1.80%	\$4,500.00	2, 3
21	3	1	Management Program	8/11/14	8/22/14	QA/QC'd Inventory data table of the City's entire stormwater pump station network and all items of Task 2.1.	0.85%	0.40%	\$1,000.00	1, 4
22	3	2	Management Program	7/28/14	8/8/14	QA/QC'd Plan for Data Collection - Prior to performing the data collection of the stormwater pump stations, all pump stations in the network are to be routed to ensure the most efficient way for the survey team to capture accurate pump station condition data. Routing must include consideration of night work and coordination with the City's maintenance programs.	3.42%	1.60%	\$4,000.00	1, 4
23	3	3	Management Program	8/11/14	9/12/14	QA/QC'd critical deficiency data collection, analysis, and narrative for high priority stormwater pump station facilities as identified in Task 3.2; Responses to staff's comments; and a draft, final condition survey chapter for inclusion in the final assessment study report, Task 10.1. Data collection shall include a survey of each high priority pump station using equipment designed to collect pump station distress data; operation of equipment and control systems; and verification of status signals and SCADA communications. Data processing and narrative will include analysis of all data collected to determine current condition and operational readiness of the facility. The report will include photographs, exhibits, data analysis, and costs for implementation of immediate facility upgrades which are critical in nature.	31.62%	14.80%	\$37,000.00	1, 4

City of Long Beach - Department of Public Works
Work Scope Deliverables and Milestones for
Assessment Study for Long Beach Stormwater Pump Stations

Item No.	Task No.	Pt.	Task Summary Descriptions	Proposed		Required Deliverables	Task Weight (%) **	Deliverable Weight (%)***	Cost	Footnotes and Comments
				Start Date *	Finish Date *					
24	3	4	Management Program	9/8/14	10/10/14	QA/QC'd critical deficiency data collection, analysis, and narrative for medium priority stormwater pump station facilities as identified in Task 3.2; Responses to staff's comments; and a draft, final condition survey chapter for inclusion in the final assessment study report, Task 10.1. Data collection shall include a survey of each medium priority pump station using equipment designed to collect pump station distress data; operation of equipment and control systems; and verification of status signals and SCADA communications. Data processing and narrative will include analysis of all data collected to determine current condition and operational readiness of the facility. The report will include photographs, exhibits, data analysis, and costs for implementation of immediate facility upgrades which are critical in nature.	31.62%	14.80%	\$37,000.00	1, 4
25	3	5	Management Program	10/6/14	11/7/14	QA/QC'd critical deficiency data collection, analysis, and narrative for low priority stormwater pump station facilities as identified in Task 3.2; Responses to staff's comments; and a draft, final condition survey chapter for inclusion in the final assessment study report, Task 10.1. Data collection shall include a survey of each low priority pump station using equipment designed to collect pump station distress data; operation of equipment and control systems; and verification of status signals and SCADA communications. Data processing and narrative will include analysis of all data collected to determine current condition and operational readiness of the facility. The report will include photographs, exhibits, data analysis, and costs for implementation of immediate facility upgrades which are critical in nature.	31.62%	14.80%	\$37,000.00	1, 4
26	3	6	Management Program	8/13/14	8/15/14	QA/QC'd Network data table with: all items of Task 1.2 and all items of Task 2.2.	0.43%	0.20%	\$500.00	1, 4
27	3	7	Management Program	11/24/14	11/28/14	QA/QC'd electronic data files for Tasks 3.3, 3.4, and 3.5	0.43%	0.20%	\$500.00	1, 4
28			Subtotal for Task 3				99.99%	46.80%	\$117,000.00	2, 3
29	4	1	Current (2014) Pump Station Condition	11/10/14	12/5/14	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Current (2013) Pump Station Condition information specific to each pump station; responses to Staff's comments; and Final Current (2013) Pump Station Condition Chapters for the Assessment Study for Long Beach Stormwater Pump Stations.	96.77%	6.00%	\$15,000.00	1, 4
30	4	2	Current (2014) Pump Station Condition	12/25/14	12/19/14	QA/QC'd electronic data files for Task 4.1	3.23%	0.20%	\$500.00	1, 4
31			Subtotal for Task 4				100.00%	6.20%	\$15,500.00	1, 4
32	5	1	Maintenance and Rehabilitation (M & R) Work Planning	11/10/14	12/5/14	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Maintenance and Rehabilitation (M & R) Work Planning information specific to each pump station; responses to Staff's comments; and Draft Final Maintenance and Rehabilitation (M & R) Work Planning Chapters for the Assessment Study for Long Beach Stormwater Pump Stations.	95.83%	4.60%	\$11,500.00	1, 4
33	5	2	Maintenance and Rehabilitation (M & R) Work Planning	12/15/14	12/19/14	QA/QC'd electronic data files for Task 5.1	4.17%	0.20%	\$500.00	1, 4
34			Subtotal for Task 5				100.00%	4.80%	\$12,000.00	2, 3
35	6	1	Budget Analysis	11/10/14	12/5/14	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Budget Analysis information specific to each pump station; responses to Staff's comments; and Final Budget Analysis Chapters for the Assessment Study.	90.90%	2.00%	\$5,000.00	1, 4
36	6	2	Budget Analysis	12/15/14	12/19/14	QA/QC'd electronic data files for Task 6.1	9.10%	0.20%	\$500.00	1, 4
37			Subtotal for Task 6				100.00%	2.20%	\$5,500.00	2, 3
38	7	1	Conclusions	12/8/14	1/9/15	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Conclusions specific to each stormwater pump station; responses to Staff's comments; and Draft Final Conclusions Chapters for the Assessment Study.	95.65%	4.40%	\$11,000.00	1, 4

City of Long Beach - Department of Public Works
Work Scope Deliverables and Milestones for
Assessment Study for Long Beach Stormwater Pump Stations

Item No.	Task No.	Pt.	Task Summary Descriptions	Proposed		Required Deliverables	Task Weight (%) **	Deliverable Weight (%)***	Cost	Footnotes and Comments
				Start Date *	Finish Date *					
39	7	2	Conclusions	1/19/15	1/23/15	QA/QC'd electronic data files for Task 7.1	4.35%	0.20%	\$500.00	1, 4
40			Subtotal for Task 7				100.00%	4.60%	\$11,500.00	2, 3
41	8	1	Recommendations	12/8/14	1/9/15	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Recommendations specific to each pump station; responses to Staff's comments; and Draft Final Recommendations Chapters for the Assessment Study.	95.65%	4.40%	\$11,000.00	1, 4
42	8	2	Recommendations	1/19/15	1/23/15	QA/QC'd electronic data files for Task 8.1	4.35%	0.20%	\$500.00	1, 4
43			Subtotal for Task 8				100.00%	4.60%	\$11,500.00	2, 3
44	9	1	Work and Construction Activities	1/12/15	2/6/15	QA/QC'd narrative discussions, descriptions, data, analysis, graphs, tables, charts, and figures presenting Work and Construction Activities specific to each pump station; responses to Staff's comments; and Draft Final Recommended Work and Construction Activities Chapters for the Assessment Study.	92.30%	2.40%	\$6,000.00	1, 4
45	9	2	Work and Construction Activities	2/16/15	2/20/15	QA/QC'd electronic data files for Task 9.1	7.70%	0.20%	\$500.00	1, 4
46			Subtotal for Task 9				100.00%	2.60%	\$6,500.00	2, 3
47	10	1	Final Assessment Study report volumes and appendices	2/9/15	3/20/15	QA/QC'd Final Assessment Study report volumes and appendices compiled for all Task deliverables and assembled and bound for each pump station; responses to Staff's comments; and presentation of Final Assessment Study for Long Beach Pump Stations.	99.00%	19.80%	\$49,500.00	1, 4
48	10	2	Final Assessment Study report volumes and appendices	3/30/15	4/3/15	QA/QC'd electronic data files for Task 10.1	1.00%	0.20%	\$500.00	1, 4
49			Subtotal for Task 10				100.00%	20.00%	\$50,000.00	2, 3
50			Total for all Tasks (0 - 10)					100.00%	\$250,000.00	

Footnotes and Comments

- 1 City's peer review must result in approval of Required Deliverables
 - 2 Consultant may invoice only upon City's Project Manager's approval of all Required Deliverables per Task
 - 3 Final Weighted % for each Task is based on final contract negotiations
 - 4 Allow one week for Staff's review of Task submittals
- * Consultant shall insert "Start" and "Finish" dates for all Tasks (MM/DD/YYYY)
 ** Task Weight % may be modified with the approval of City's Project Manager
 *** Deliverable Weight % shall be entered by Consultant for all Tasks, subtotaled per task, and Total 100%

EXHIBIT "C"

City Representative:
Anthony Arevalo,
Storm Water & Environmental Compliance Officer

EXHIBIT "D"

Materials/Information Furnished

City-Furnished Services

The City will furnish to AKM all the available previous stormwater and pump station master plan studies and reports, and any other available information that may be helpful to AKM in the performance of the project. Additionally, the City will provide:

1. Stormwater Master Plan and Management System – Volume 5 Pump Station Evaluation
2. Project management through an assigned Project Manager (PM) as designated by the City Engineer. The City's PM will act as the project focal point
3. Or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development