

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.

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 November 12, 2014, and shall terminate at 11:59 p.m. on November 11, 2017, unless
6 sooner 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, Randall G. Berry. City shall have the right to approve any person
20 proposed by Consultant to replace that key employee.

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

1 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide 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

1 and agents.

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

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

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

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

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

25 D. If this coverage is written on a "claims made" basis, it must
26 provide for an extended reporting period of not less than one hundred eighty (180)
27 days, commencing on the date this Agreement expires or is terminated, unless
28 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

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

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.

HARRIS & ASSOCIATES, INC., a
California corporation

9
10
11 DECEMBER 2, 2014

By Randall Berry
Name RANDALL BERRY
Title DIRECTOR, FINANCIAL SERVICES

12
13 DECEMBER 2, 2014

By B. Tobey, Jr.
Name BURTON G. TOBEY, JR.
Title SECRETARY, SVP.

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

14
15
16
17
18 January 2, 2014
19 2015

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

"City"

20
21 This Agreement is approved as to form on Dec. 8,
22 2014.

23 CHARLES PARKIN, City Attorney

24 By [Signature]
25 Deputy
26
27
28

EXHIBIT A

Scope of Work

**City of Long Beach, Department of Public Works,
Storm Water / Environmental Compliance Division
Design of three Low Flow Diversion Systems and
Two Vortex Separation Pre-Filter Devices
Scope of Work**

1. Scope of Work:

The scope of work for the project shall include the following:

1.1 Shoreline Dr. at Golden Ave:

- 1) Determine the locations of all existing underground utilities in the vicinity of the proposed new structural BMPs.
- 2) Determine existing City ROW
- 3) Determine actual invert levels of pipes at all points of connection and the invert level for the new retention tank
- 4) Design underground retention tank (including access to tank), with the capacity to cater for the dry weather flow during the periods that the pump is not in operation, (approximately 24 hours)
- 5) Design pump system and interconnecting pipework between the retention tank and the sewer line. The consultant shall calculate the dry weather flow in the existing storm drain system to determine the size of the retention tank required.
- 6) Design interconnecting pipework between the LFD unit and the retention tank
- 7) Design of any alterations to the existing storm drain system to facilitate the construction of the LFD and trash filtering units. (Note: all connections and alterations required to the existing storm drain system to facilitate the new structural BMPs shall be confined to the City's storm drain system. Please note that no alterations shall be allowed to the LA County storm drain system).
- 8) Design new sewer manhole (if required), at the connection point between the SD LFD system and the sewer system
- 9) Install a non-return valve to prevent the possibility of sewer back up in the detention basin.
- 10) As part of the LFD system, include for the design of a CDS unit which will capture sediment and trash deposited and prevent blockages at the LFD unit.
- 11) Design electrical power and control panel to manage the operation of the pump and monitor the amount of storm water in the retention tank.
- 12) Design the mechanical pump system for the discharge of the storm water into the sewer system. As part of the pump system provide a rainfall detection device that automatically deactivates the pump when a 0.1" of rainfall is detected. The rain collector shall be fabricated from stainless steel. An external beacon shall flash on-off for the duration that the pump is deactivated. Please note that the discharge of storm

**City of Long Beach, Department of Public Works,
Storm Water / Environmental Compliance Division
Design of three Low Flow Diversion Systems and
Two Vortex Separation Pre-Filter Devices
Scope of Work**

water into the sanitary sewer system is allowed only between 12:00AM and 6:00AM

- 13) Prepare traffic control plan to facilitate the construction operation.
- 14) Prepare plan for the reinstatement of street, sidewalk, landscape, irrigation, street light, signage and anything else impacted by the storm drain improvements.

1.2 9TH Place, South of Ocean Blvd:

- 1) Determine the locations of all existing underground utilities in the vicinity of the proposed new structural BMPs.
- 2) Determine existing City ROW
- 3) Determine the optimum locations for the LFD unit and the VSS unit based on maintaining access to the residential parking lots and eliminating the need to divert existing underground utilities to facilitate the construction of the LFD and VSS units.
- 4) Determine actual invert levels of pipes at all points of connection and the invert level for the new retention tank
- 5) Design underground retention basin with the capacity to cater for the dry weather flow during the periods that the pump is not in operation. The consultant shall calculate the dry weather flow in the existing storm drain system, to determine the size of the retention tank required.
- 6) Design pump system and interconnecting pipework between the retention tank and the sewer line.
- 7) Design interconnecting pipework between the LFD unit and the retention tank
- 8) Design new sewer manhole (if required), at the connection point between the SD LFD system and the sewer system
- 9) Install a non-return valve to prevent the possibility of sewer back up in the detention basin.
- 10) As part of the LFD system include for the design of a VSS unit which will capture sediment and trash deposited and prevent blockages at the LFD unit.
- 11) Design electrical power and control panel to manage the operation of the pump and monitor the amount of storm water in the retention tank.
- 12) Design the mechanical pump system for the discharge of the storm water into the sewer system. As part of the pump system provide a rainfall detection device that automatically deactivates the pump when a 0.1" of rainfall is detected. The rain collector shall be fabricated from stainless steel. An external beacon shall flash on-off for the duration that the pump is deactivated. Please note that the discharge of storm

**City of Long Beach, Department of Public Works,
Storm Water / Environmental Compliance Division
Design of three Low Flow Diversion Systems and
Two Vortex Separation Pre-Filter Devices
Scope of Work**

water into the sanitary sewer system is allowed only between 12:00AM and 6:00AM.

- 13) Prepare traffic control plan to facilitate the construction operation.
- 14) Prepare plan for the reinstatement of street, sidewalk, landscape, irrigation, street light, signage and anything else impacted by the storm drain improvements

1.3 Redondo Ave., North of Ocean Blvd.

- 1) Determine the locations of all existing underground utilities in the vicinity of the proposed new structural BMPs.
- 2) Determine existing City ROW
- 3) Determine actual invert levels of pipes at all points of connection and the invert level for the new retention tank
- 4) Design underground retention basin with the capacity to cater for the dry weather flow during the periods that the pump is not operation. The consultant shall calculate the dry weather flow in the existing storm drain system, to determine the size of the retention tank required.
- 5) Design pump system and interconnecting pipework between the retention tank and the sewer line.
- 6) Design interconnecting pipework between the LFD unit and the retention tank
- 7) Design new sewer manhole (if required), at the connection point between the SD LFD system and the sewer system
- 8) Install a non-return valve to prevent the possibility of sewer back up in the LFD system.
- 9) As part of the LFD system include for the design of a VSS unit which will capture sediment and trash deposited and prevent blockages at the LFD unit.
- 10) Design electrical power and control panel to manage the operation of the pump and monitor the amount of storm water in the retention tank.
- 11) Design the mechanical pump system for the discharge of the storm water into the sewer system. As part of the pump system provide a rainfall detection device that automatically deactivates the pump when a 0.1" of rainfall is detected. The rain collector shall be fabricated from stainless steel. An external beacon shall flash on-off for the duration that the pump is deactivated. Please note that the discharge of storm water into the sanitary sewer system is allowed only between 12:00AM and 6:00AM
- 12) Prepare traffic control plan to facilitate the construction operation.

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13) Prepare plan for the reinstatement of street, sidewalk, landscape, irrigation, street light, signage and anything else impacted by the storm drain improvements.

1.4 Records and Research:

- a. Perform all necessary research to establish the precise location of all utilities based on the latest available records. Items that require verification during construction will need to be considered during the design phase and incorporated into the final plans and contract documents. All utility research must be reconciled with topographic features in the field survey data prepared as part of this scope of work.
- b. Verify and confirm pipe and manhole data (invert elevation, size, depth of cover, location, etc.) for the existing storm drainage and sewer services within the project limits. AS part of the verification process, the consultant shall conduct a site utility investigation at each of the project locations.
- c. Verify and confirm pipe size, cover and exact locations for all water main lines including laterals, fire hydrants, meters and all appurtenant materials located within the project limits.
- d. Verify exact locations and depth of all gas service lines and appurtenant materials located within the project limits.
- e. Verify the exact locations and depth of all underground power, data, communications conduits and cables, fiber optic, TV cables, street light cables, traffic signal cables, located within the limits of the project.
- f. Verify the exact locations and depths of all other underground utilities lines within the project limits.
- g. Preliminary and final plans are to be sent to all affected utility companies.
- h. The City is to be provided with copies of all correspondence with contacted utility companies. Coordinate utility work with the City and all impacted agencies prior to securing approval of final positioning of the VSS structures.
- i. The consultant shall conduct at a minimum two (2) utility coordination meetings with all affected utilities on the project to obtain costs and removal schedules (if utility relocation is required).

1.5 CEQA Evaluation:

The consultant shall review the mitigated negative declaration for this project at each of the three locations and determine if the CEQA document adequately addresses all environmental impacts associated with the proposed project.

1.6 Regulatory and Agency Permits:

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The consultant shall assist the City, in determining and obtaining the necessary regulatory and agency permits that are required to construct the project. Assistance with the preparation of permit applications shall form part of the scope of work. Permits shall be required from the following agencies

1. Coastal Commission
2. LA County Sanitation District
3. LA County Flood Control District
4. California State Water Resources Control Board
5. City of Long Beach

1.7 Monitoring and Reporting Plan:

- a. The consultant shall assist the City in the preparation of a Project Assessment and Evaluation Plan (PAEP), by providing the data that will demonstrate that the proposed structural BMPs will be effective in preventing or reducing pollution and in achieving the desired environmental results.
Update: The PAEP will be prepared by another Consultant. The Design Consultant shall liaise with this consultant and provide any pertinent information in the preparation of this report.
- b. The consultant shall assist the City in the preparation of a Monitoring Plan (MP) for the project. The MP shall include the following: 1) describe the baseline water quality or the quality of the environment to be addressed, 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project and 3) provide GPS information for all sampling locations.
Update: The MP will be prepared by another Consultant. The Design Consultant shall liaise with this consultant and provide any pertinent information in the preparation of this report.
- c. The consultant shall assist the City in the preparation of a Quality Assurance Project Plan (QAPP), for the project per the State Water Resources Control Board (SWRCB) agreement requirements described in Attachment (1).

1.8 Geotechnical Site Investigation:

- a. Carry out site investigation to determine the following: soil classification, in-place density, relative compaction, sand equivalency, depth to groundwater (if any), for the Low Flow Diversion Structures and the VSS structures, at the three project locations. The depth of the groundwater shall be established by boreholes. Included in the scope of work shall be the sampling and testing of the ground water for contamination and for the presence of salt water.
- b. Prepare a soils report detailing the findings from the site investigation

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- c. The soils report shall be reviewed and approved by a registered Geotechnical Engineer) at the locations

1.9 Engineering Study for LFDs and VSSs at City outfall structures:

- a. The consultant shall prepare an engineering study to establish the effectiveness of the low flow diversion (LFD) systems and the Vortex Separation Systems (VSS) in the removal of trash and the reduction of the fecal indicator bacteria (FIB) pollutant loading to the City's beach outfalls and to the Los Angeles River Estuary (LARE). The consultant shall calculate the dry weather flow of the affected watershed areas for the three locations.
Update: After the completion of the construction operation, the City shall appoint a consultant to monitor and determine the effectiveness of the low flow diversion (LFD) systems and the Vortex Separation Systems (VSS) in the removal of trash and the reduction of the fecal indicator bacteria (FIB) pollutant loading to the City's beach outfalls and to the Los Angeles River Estuary (LARE)

1.10 Plans, Specifications & Estimate (PS&E):

- a. The project team shall meet with City Staff to review the project and determine requirements and procedures for design, on-going review, coordination and meetings.
- b. Prepare conceptual design, detailing the proposed location of the structural BMPs, including the connections to the sanitary sewer system at the three locations. The conceptual design shall be submitted to the City for approval. The scope shall include for any revisions to the conceptual design required to facilitate approval of same.
- b. Perform preliminary field review. Assemble and review all available information regarding the project, including record drawings at each of the project locations.
- c. Obtain field topography and culture as necessary for design.
- d. Identify any potential construction related traffic conflicts and make recommendations as appropriate.

e. 30% Plans, Specification and Estimate Submittals:

- 1. The City of Long Beach and APWA standards and structures will be used in the design.
- 2. Coordinate utility work with the City and all impacted agencies prior to developing final alignment for the selected improvements.
- 3. Consultant shall prepare plan and profile construction plans at a scale of

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1"=20' horizontal and 1"=4' vertical for the street and storm drain improvements.

4. Provide cross sections at each BMP structure and of affected storm drain pipe lines. at a scale of 1"=10' horizontal and 1"=1' vertical. The detail sheets will show transition structures, RCB/pipe/channel structural sections, junction structure layouts, and miscellaneous details as required at a scale of 1" = 10' or greater as appropriate.
5. Six full size sets and one half size set (hardcopies) of the preliminary plans (30% and 60% submittals) are to be sent to the City and in addition hardcopy sets are to be sent to all affected utility companies. Provide the City copies of all correspondences, including all pertinent data provided by the contacted utility companies.

f. 60% and 90% Plans, Specification and Estimate Submittal:

1. Coordinate utility work with the City of Long Beach and all impacted agencies prior to securing work approval for the final PS&E. Six full size sets and one half size set (hardcopies) of the draft final plans (90% submittal) and cross sections shall be sent to the City and in addition hardcopy sets are to be sent to all affected utility companies.
2. Provide the City copies of all correspondences including all pertinent data provided by the contacted utility companies.
3. The Consultant shall ensure that the final design is compatible with all utilities in the project area to be installed, relocated, adjusted, or otherwise modified. A time assessment of any utility relocation should be incorporated into the construction schedule, as necessary.
4. Provide a summary of 90% submittal review comments/responses and Scanned red-lined plans from the previous review in hardcopy and electronic format in a CD. Special Provisions shall include geotechnical boring information, permit requirements, standard details, exhibits, appendices, etc

g. 100% Plans, Specification and Estimate Submittal:

1. Include for the preparation of one (1) Final Corrected plan (100% submittal) sets and cross sections on 24" X 36" double matte 4 millimeter mylar sheets.
2. Prior to the 100% submittal, the selected consultant shall e-mail in .pdf format plan check set.
3. Produce and deliver one (1) master set of bound specifications per the latest City specification format, and one digital/electronic (CD-ROM) project PS&E set. The topographic survey work and plans shall be

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compatible with the City's Computer Aided-Design standard format/system. Please refer to City of Long Beach CADD Standards 2008 for format requirements

- h. Include any necessary permits and approvals for the project in the bid specifications.
- i. Prepare addenda and respond to inquiries during the bidding as directed by the City.
- j. Include for the hydrology and hydraulic calculations and any storm drain improvements required to facilitate the construction of the structural BMPs at the three site locations.

1.11 Water Quality Management Plan (WQMP):

Consultant shall develop a Water Quality Management Plan (WQMP) in conformance with the current General Construction Activity Permit, acceptable to the City. Plan to be included in the Bid documents for implementation by the contractor.

1.12 Traffic Control:

The consultant shall develop construction phasing and traffic control plans for the three project locations. The City's minimum requirements are one lane in each direction with left turn lanes at the signalized intersections at all times. Traffic control plans shall be included at the 60%, 90% and 100% PS&E submittals

1.13 Survey:

- a. Develop a complete field topographical survey at 1" = 20' scale for the project. The limits of the survey shall extend to 50 feet beyond the limits of the improvements.
- b. The topographical survey shall provide comprehensive information on existing improvements including structures, all adjacent properties.. The survey shall include but not limited to all visible features such as high points, low points, curb and gutter, concrete drainage pans, sidewalks, driveways, ADA access to buildings, mail boxes, trees, free standing signs, marked utility lines (underground power, data, communication, TV, etc.) , utility boxes, bus shelters, trees, power poles w/ guide wires, median island, traffic signal equipment, signing, striping, driveways, building corners and the existing gas lines, water lines, storm drain and sanitary sewer systems.

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- c. The survey shall check invert levels in all sewer and storm drain manholes relevant to this project.
- d. The topographical survey shall provide cross sections at 25-foot intervals, at grade breaks, vertical control (half-foot contour intervals) and joint elevations

1.14 Engineer's Estimate:

The cost estimates for the construction shall include a detailed breakdown for each of the project locations. Consultant project team shall coordinate and conduct a value engineering study/analysis for the proposed BMP improvements

1.15 Project Coordination:

Consultant project team shall provide the necessary time to meet/coordination with the City, and other agencies in support of the project.

1.16 On/Off Site Improvements:

The consultant shall develop plans to depict all match work for off-site areas impacted by the proposed BMP improvements.

1.17 Construction Support Services:

The consultant shall respond to contractor generated request for information (RFI's) and shall review and comment on submittals submitted by the contractor in accordance with the requirements to be delineated in the project plans and specification.

1.18 Public Outreach:

Assist the City with the development of a Community Outreach Work Plan (COWP) to notify the area residents and adjoining landowners of the project.

1.19 Temporary Bypass on Storm Drain System:

Consultant shall specify in the project specifications, the storm drain bypass requirements to facilitate the construction of the permanent structural BMPs system at each location.

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1.20 Shoring Criteria:

Consultant shall specify in the project specifications the criteria for shoring for excavations.

1.21 Dewatering System:

Consultant shall specify in the project specifications the criteria for dewatering in excavations, including the reporting and testing parameters associated with the dewatering.

1.22 Mechanical Design:

Consultant shall include for the design of the mechanical system including but not limited to the following: heavy duty submersible pump, pump casing, impeller, external hardware, motor, motor shaft, motor enclosure, motor seals, fasteners, slide rail system, pump lifting cable/device, pump warranty, discharge valves, equipment vaults, access ladders, heavy duty frames and covers, weir structure, a rainfall detection device that automatically deactivates the pump when a 0.1" of rainfall is detected. The rain collector shall be fabricated from stainless steel. Please note that the discharge of storm water into the sanitary sewer system is allowed only between 12:00AM and 6:00AM.

1.23 Electrical Design:

- a. Consultant shall include for the design of the electrical systems at the three (3) locations including but not limited to the following: control panel, SCADA system, telemetry system, combustible gas monitor system, combustible gas detection system, flashing external beacon notifying when the pump has been deactivated, flow meter instrumentation, sensors, flow transmitter, flow meter data logger, power requirements, conductors, wiring and inputs for pump flow, pump status on/off, pressure pump trouble, temperature, grounding system, control panel enclosure.
- b. Conduct a path analysis for radio communication to determine a viable antenna location, at each of the project locations.
- c. The Consultant shall include for the coordination with Southern California Edison (SCE) for the power supply at each of the three locations.

1.24 Phasing of the Construction Work:

The project documents shall need to identify the phasing of the project. It is

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anticipated that work will commence with the installation of the LFD & VSS systems located on Redondo Ave. and 9th Place. Work on the LFD and Trash Filtering Unit on Shoreline Dr. shall commence after the 2015 Long Beach Grand Prix is over. No work shall be allowed on Shoreline Dr. between March 1st, 2015 and May 1st, 2015. The final phasing of the construction work shall need to be approved by the City.

2.0 GENERAL INFORMATION:

- a) The Consultant shall be responsible for collecting and disseminating the data, records, and documents in the preparation of all design documents.
- b) The Consultant is expected to establish and maintain a close working relationship with City staff throughout the project.
- c) The selected Consultant shall maintain the same Project Manager for the duration of the project, any substitution of the Project Manager will require written City approval.
- d) Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the City Engineer prior to the commencement of actual change of work. No fee adjustment shall be allowed unless it is based on said prior written approval.
- e) All data, documents or other products utilized/developed in the preparation of the design shall become property of the City of Long Beach upon completion of the project.
- f) This RFP does not commit the City to pay any cost incurred in the preparation of a response.
- g) The Consultant shall visit the site and become familiar with the existing conditions prior to submitting a proposal.
- h) The phasing of the design work shall be arranged in a manner that minimizes disruption to the adjacent businesses/Residents. Safe access for pedestrian, (ADA compliant), and vehicular traffic must be maintained at all times to the business and residences impacted by the improvements.

EXHIBIT B

Rates

CITY OF LONG BEACH
 THREE LOW FLOW DIVERSION (LFD) SYSTEMS & TWO VORTEX SEPARATION SYSTEM (VSS) - PW14-131
 HARRIS & ASSOCIATES
 DESIGN FEE ESTIMATE



9/9/2014 (REVISED 9-23-14)

TASK, PHASE, DESCRIPTION	Assigned Staff	SUBCONSULTANTS										SUB'S TOTAL	GRAND TOTALS	
		Ehab Gerges	Randall Berry	Eliz Reyes	Mariam	Marc	CM	CWE	Chang	KDMM	LOR			C-Below
STAFF	QA/QC	PM	SR	PE	CADD Tech	B/C MGR								
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
I PRELIMINARY DESIGN														
Profile Kick-Off Meetings (2 each)			8	10										
Research/Review of Available Data			4	16	16									
Topographic / Utility Survey (KDMM & C-Below) ultimate survey w/ k and dips on Showline Drive (City surveyors to provide dips)			4	6	6					\$14,870		\$7,465		\$22,335
Geotechnical Investigation (LOR) 3 borings at 40'			4	6	6							\$13,342		\$13,342
Utility Research and Initial Notification			4	16	16									
Site Evaluation / Field Reviews			4	16	16									
Base Sheets (3 Sites)			4	4	16									
Prepare H & H Study / Refine			4	24	24									
Monitoring & Reporting (CWE)			2	4	4									\$0
Effectiveness Studies (CWE)			2	4	4									\$0
Prepare Conceptual Plans & Meet with City			3	16	32	24	24							
SUBTOTAL HOURS (H&A)			31	86	138	132	48	0						377
SUBTOTAL DOLLARS			\$720	\$12,320	\$23,460	\$17,180	\$3,600	\$0						\$36,677
II CONTRACT DELIVERABLES (TO 30%)														
Utility Relocating (C-Below) 20-poles														By Contractor
Utility Coordination (on-going)			4	16	24									\$0
30% Title Sheet (2 Sheets)			1	1	2	4	4							
30% Construction Notes and General Notes (4 Sheets)			2	4	16	16	8							
30% Site Overview/Improvement Plans (3 Sheets)			2	4	16	16	8							see below
30% VSS Detail Plans (6 Sheets)			2	4	16	12	12							see below
30% Sewer Outfall Plan & Profile / Details (3 P&P Sheets)			2	2	8	8	8							see below
30% Mechanical Detail Plans (3 Sheets) (CWE)			4	6	6									\$27,818
30% Electrical Detail Plans & Wiring Diagrams (7 Sheets) (Chang)			4	6	6									\$20,000
30% Traffic Control & Staging Plans (8 Sheets)			8	Omit	TC	Plans	at 30%							
SUBTOTAL HOURS (H&A)			8	27	86	82	40	0						264
SUBTOTAL DOLLARS			\$2,180	\$5,940	\$14,620	\$16,380	\$3,000	\$0						\$47,818
CONTRACT DELIVERABLES (TO 100%)														
Project Plans														
60% & 90% Title Sheet (2 Sheets)			1	1	2	4	4							
60% & 90% Construction Notes and General Notes (4 Sheets)			1	4	8	8	8							
60% & 90% Site Overview/Improvement Plans (3 Sheets)			1	2	8	8	12							see below
60% & 90% VSS Detail Plans (6 Sheets)			2	6	16	16	16							see below
60% & 90% Sewer Outfall Plan & Profile / Details (3 P&P Sheets)			2	2	8	8	8							see below
60% & 90% Mechanical Detail Plans (3 Sheets) (CWE)			4	6	6									\$41,354
60% & 90% Electrical Plans & Wiring Diagrams (7 Sheets) (Chang)			4	6	6									\$29,990
60% & 90% Traffic Control & Staging Plans (8 Sheets)			1	8	40	40	40							
WQMP (CWE)			4	10	6									\$2,940
Regulatory Agency Permits (CWE)			4	10	10									\$24,228
Feasibility / Constructability Review			2	2	4	4	4							\$2,500
60% to 90% Opinion of Probable Construction Cost (CWE)			2	4	14	14								\$2,500
60% to 90% Project Specifications			2	8	32									
100% PS&E Submittal			2	4	24	24	24							see above
Final PS&E Submittal			2	8	8	8	8							see above
Regular Interval Progress Meetings (CWE) Up to 3 meetings			14	20										\$14,780
Public Outreach Plan & Meetings (2 ea)			4	16	24	8	8							see above
SUBTOTAL HOURS (H&A)			20	89	240	170	132	0						959
SUBTOTAL DOLLARS			\$4,800	\$18,680	\$40,800	\$22,100	\$9,800	\$1,280						\$115,770
III BIDDING & CONSTRUCTION														
Bidding Assistance				12	12									
Construction Assistance (HA, CWE & Chang)				16	32									\$10,192
As-Built Plans (HA, CWE, Chang)														By others
SUBTOTAL HOURS			0	28	44	0	0	0						72
SUBTOTAL DOLLARS			\$0	\$5,180	\$7,480	\$0	\$0	\$0						\$10,192
GRAND TOTALS														
GRAND TOTAL HOURS (H&A)			31	200	506	394	210	0						1,362
HOURS PERCENT OF TOTAL (H&A)			2.35%	14.85%	37.30%	28.83%	16.16%	0.00%						
HOURLY RATES			\$240	\$220	\$170	\$130	\$75	\$160						
GRAND TOTAL DOLLARS (LUMP SUM)			\$7,690	\$44,000	\$86,360	\$51,220	\$16,600	\$1,280						\$209,457
Approximate Percent of Budget \$			2%	11%	21%	12%	4%	0%	30%	12%	4%	3%	2%	50%

EXHIBIT C

City's Representative:

**Anthony Arevalo, Storm Water/Environmental Compliance Officer
562-570-6023**

EXHIBIT D

Materials/Information Furnished: None