

1 AGREEMENT

2 **30895**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 8,
4 2008, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on October 7, 2008, by and between
6 MWH AMERICAS, INC., a California corporation ("Consultant"), with a place of business
7 at 7237 Church Ranch Boulevard, Suite 410, Westminster, Colorado 80021, and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with Statistical Analysis and Data Gathering for Public Works
11 Benchmarking Group ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed One Hundred
26 Fifty-Four Thousand Dollars (\$154,000.00), at the rates or charges shown in
27 Exhibit "A".

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

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

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

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

D. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary for which it is responsible under the Scope of Services.

E. City shall furnish to Consultant the applicable information and technical data in City's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by city or obtained from generally accepted sources within the industry without independent verification except and to the extent Consultant knows or in the exercise of reasonable care should know the document or information is inaccurate or incomplete.

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 City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 October 1, 2008, and shall terminate at 11:59 p.m. on September 30, 2009, 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 "B", 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 "C", 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, Ganesh Krishnamurthy. 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
2 and Consultant is not entitled to any of the usual and customary rights, benefits or
3 privileges of City employees. Consultant expressly warrants that neither Consultant nor
4 any of Consultant's employees or agents shall represent themselves to be employees or
5 agents 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. City, its boards and commissions, and their
20 officials, employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement
22 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
23 this insurance shall contain no special limitations on the scope of
24 protection given to City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the
26 insurer waives its right of subrogation against City, its boards and
27 commissions, and their officials, employees and agents.

28 (b) Workers' Compensation insurance as required by the California

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 the Data in any manner and for any purpose without payment of further compensation to
2 Consultant at City's sole risk. Copies of Data may be retained by Consultant but
3 Consultant warrants that Data shall not be made available to any person or entity for use
4 without the prior approval of City. This warranty shall survive termination of this
5 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 notice to the other party. In the event of termination under this Section, City shall
9 pay Consultant for services satisfactorily performed and costs incurred up to the effective
10 date of termination for which Consultant has not been previously paid. The procedures
11 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
12 termination, Consultant shall deliver to City all Data developed or accumulated in the
13 performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course
18 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 City due to Consultant's failure to meet
5 the standards required by the scope of work or Consultant's failure to perform fully
6 the tasks described in the scope of work which, in either case, causes City to
7 request that Consultant perform again all or part of the Scope of Work shall be at
8 the sole cost of Consultant and City shall not pay any additional compensation to
9 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, state
26 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. Consultant shall, with respect to services performed in
3 connection with this Agreement, indemnify and hold harmless City, its Boards,
4 Commissions, and their officials, employees and agents (collectively in this Section,
5 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
6 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
7 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
8 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
9 Consultant, its officers, employees, agents, sub-consultants or anyone under
10 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
11 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
12 Indemnitor relating in any way to workers' compensation. Independent of the duty to
13 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
14 City and shall continue this defense until the Claim is resolved, whether by settlement,
15 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
16 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
17 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
18 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
19 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

25 20. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Consultant shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

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

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

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

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22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

24. WAIVER. The acceptance of any services or the payment of any

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

25. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

MWH AMERICAS, INC., a California corporation

_____, 2008

By [Signature]

John Robinson - Vice President & Regional Manager
Type or Print Name

Oct. 3, 2008

By [Signature]

AJIT S. BHAMRAH
Type or Print Name
Vice-President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

October 20, 2008

By [Signature] - Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 10-7, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

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ROBERT E. SHANNON, City Attorney
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MWH AMERICAS, INC., a California corporation

OCT. 13, 2008

By [Signature]

John Robinson - Vice President & Regional Manager
Type or Print Name

_____, 2008

By _____

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2008

By _____

City Manager

"City"

This Agreement is approved as to form on _____, 2008.

ROBERT E. SHANNON, City Attorney

By _____

Deputy

EXHIBIT “A”

Scope of Work

	MWH					Vanir			Total Labor Hours	Total Other Direct Costs	Total Fee
	Principal Consultant	Lead Consultant	Consultant	Senior Consultant	Professional Support	Regional Manager	Manager Information Systems	Administrative Assistant			
Task 1 Project Management	6	0	60	0	32	0	0	0	98	\$ -	\$ 11,200
Task 2 Project Team Meetings	76	0	156	8	0	0	0	0	240	\$ 6,500	\$ 56,000
Task 3 Information Management	35	0	242	8	0	4	40	4	333	\$ -	\$ 46,200
Task 4 Report	22	0	149	8	0	0	0	0	179	\$ 8,300	\$ 34,300
Task 5 Website	2	0	34	0	0	0	0	0	36	\$ 2,100	\$ 6,300
Total	141	0	641	24	32	4	40	4	886	\$ 16,900	\$ 154,000

SCOPE OF SERVICES

Background

The "Project Team" consists of the City of Long Beach and the other participating agencies. The "Study Team" consists of the City of Long Beach, MWH, and MWH's subconsultants. The "Consultant Team" consists of CONSULTANT and its subconsultants.

The California Multi-Agency CIP Benchmarking Study (Study) was first published by the Project Team in 2002. Each year since then, an "Update" to the original Study has been produced. This scope of services pertains to the activities associated with producing Update 2009.

The Update consists of the following tasks: Study planning, quarterly Project Team meetings, information management, and annual report production. The Update 2009 Study will begin in September 2008 and end in October 2009.

Quarterly Project Team meetings are hosted by the participating agencies on a rotating basis. These are the planned dates and locations of the Update 2009 quarterly Project Team meetings:

- Meeting #1 Oct 12, 2007 San Francisco
- Meeting #2 Jan 25, 2008 San Diego
- Meeting #3 May 9, 2008 San Jose
- Meeting #4 July 25, 2008 Los Angeles

This table summarizes the planned activities for each quarterly Project Team meeting in Update 2009.

Meeting	Date	Meeting Goals
1	Oct	<ul style="list-style-type: none">▪ Distribute Update 2008 report▪ Agencies present and discuss data collection methods▪ Agencies develop new Best Management Practices (BMPs)▪ Update 2009 Planning
2	Feb	<ul style="list-style-type: none">▪ Review preliminary data analyses▪ Agencies report on implementation of BMPs▪ Agencies develop new BMPs▪ Update 2009 Planning
3	May	<ul style="list-style-type: none">▪ Review report outline▪ Agencies presentations and discussions▪ Review final data analyses▪ Update 2009 Planning▪ Update 2010 Planning
4	Jul	<ul style="list-style-type: none">▪ Review draft report▪ Plan final report▪ Update 2010 Planning

Information to be managed over the course of the Study consists of:

- the status of BMP implementation by the participating agencies
- Project Team member contact information
- email distribution lists for the Online Discussion Forum
- documenting Online Discussion Forum exchanges
- project delivery cost data analyses

- documentation for electronic applications used in data collection and analyses
- changes to agency information in the annual Study report

Note that based on discussions with the Project Team, the following items completed in previous Study phases are specifically excluded from this Scope of Work:

- collection, analysis, and presentation of construction contract bid award data,
- selection, distribution, collection, analysis, and presentation of agency confirmations of randomly-selected projects
- completion of a Special Study

Customized electronic applications were created by another consultant for this Study and have been maintained and modified by CONSULTANT starting with Update 2005. These applications are: a Performance Questionnaire (MS Excel 2003 with macros) for the agencies to provide project delivery cost data, a Performance Data spreadsheet (MS Excel 2003 with macros) used to transfer data from submitted Performance Questionnaires into a data table, and a customized database (MS Access 2003) used to store and provide analytical tools for the project delivery cost data.

CONSULTANT has created technical documentation describing the function of the electronic applications, how to make basic changes to their designs, and how to address common technical problems. CONSULTANT also maintains a readme document for database users and reference library files required for database users to have on their computers in order to use the database.

The services required to complete Update 2009 are described below.

Scope of Services

CONSULTANT will perform the following services relating to the Study Update 2009 under this AGREEMENT:

Task 1 Project Management

- **Procedures:** CONSULTANT will employ its global project management procedures, called the "Project Delivery System", to guide delivery of tasks in this Scope of Services. The purpose of the Project Delivery System is to facilitate consistent application of standards to all project inputs and outputs. This framework sets forth requirements during each phase of project delivery, from setup through closeout.
- **Regular Activities:** CONSULTANT shall plan, monitor, and control project financial performance, scope performance, quality performance, schedule performance, resource allocation/utilization, and subconsultant activities.

Task 2 Meetings

- **Study Team Meetings:** CONSULTANT will participate in one Study Team meeting for conceptual planning and document review prior to each of the four quarterly Project Team meetings. This consists of:
 - planning, coordinating, and conducting one Consultant Team meeting prior to each Study Team meeting (for a total of four Consultant Team meetings);
 - planning the purpose and theme of each of the four quarterly meetings as embodied in the meeting agenda and meeting documents ("Meeting Book");
 - preparing draft documents ("Meeting Book") for each Study Team meeting (for a total of four draft Meeting Books);
 - planning, coordinating, and attending each Study Team meeting (for a total of four Study Team meetings);
 - collecting comments from the Study Team on the Meeting Books; and
 - completing action items as directed by the CITY's City Engineer following each Study

Team meeting.

It is assumed that CONSULTANT will spend no more than a total of 2 hours following each Study Team meeting completing action items.

- **Project Team Meetings:** The agency hosting each quarterly project Team meeting is responsible to coordinate each of four quarterly Project Team meetings. This consists of:
 - preparing and distributing meeting invitations to participants;
 - collecting confirmations of attendance from participants;
 - coordinating food and facility needs;
 - reproducing and binding Meeting Books;
 - reproducing name badges and reproducing tent name cards for attendees; and
 - transporting shipped meeting supplies to the meeting location.

CONSULTANT will finalize Meeting Books for and attend each of four Project Team meetings. This consists of:

- compiling and emailing an electronic file of the Meeting Book (Adobe Portable Document Format [PDF]) to the hosting agency for reproduction;
 - emailing the Project Team Contact List (MS Excel 2003) and example invitation to the hosting agency for sending meeting invitations;
 - emailing a Workshop Checklist (PDF) to the host for determining facility and meeting needs;
 - preparing and shipping meeting supplies;
 - answering questions from and sending information to the hosting agency;
 - attending the Project Team meeting;
 - providing support to the meeting facilitator; and
 - taking meeting notes.
- **Action Items:** CONSULTANT shall complete action items identified during each of four quarterly Project Team meetings. These consist of:
 - preparing draft meeting notes for Study Team review;
 - collecting and incorporating comments from the Study Team;
 - distributing final meeting notes to the Project Team; and
 - completing other action items as agreed during the meeting.It is assumed that CONSULTANT will spend no more than a total of 2 hours per Project Team meeting completing action items.

Task 3 Information Management

- **BMP Implementation:** Project Team BMP implementation status is tracked in an MS Excel 2003 spreadsheet. After Meeting #2, CONSULTANT will add BMPs adopted by Project Team to the spreadsheet, distribute the spreadsheet to the agencies for comment and discussion during Meeting #3, and collect and incorporate comments into the spreadsheet and draft report.
- **Project Team Contact List:** Project Team and Study Team member contact information is summarized in a MS Excel 2003 spreadsheet. This spreadsheet is used to track requests and the status of receipt of requested information from the Project Team; to track the distribution of information to the Project Team; as a sign-in list at the quarterly Project Team meetings; and as a basis for preparing an email distribution list for the Online Discussion Forum. CONSULTANT will maintain this document. This consists of:
 - revising, distributing, collecting and incorporating corrections to the Project Team Contact List following each Project Team Meeting; and
 - distributing updated lists to the Project Team via email in an Adobe PDF file as revisions are made.

- **Online Discussion Forum:** CONSULTANT will develop a summary of key discussions and incorporate them into the Update 2009 report (see Task 4 Report Preparation). The report will form the archive of the Discussion Forum exchanges. Key discussions will also be summarized and presented at the Quarterly Team Meetings.
- **Project Delivery Cost Data:**
 - CONSULTANT will modify, test, and distribute the Performance Questionnaire to the Project Team following Meeting #1 based on minor modifications identified during the meeting. For example, one previously-identified minor modification is that the "Project Financial Elements Closed and Complete" checkbox will be removed.
 - CONSULTANT will respond to questions posed by Project Team members regarding the use of the Performance Questionnaire.
 - CONSULTANT will collect completed Performance Questionnaires; transfer data into project data table; and vet data for completeness, entering 0 or dummy values for required fields that the submitting agency left blank.
 - No changes will be made to data by the Project Team following submission.
 - It is assumed that CONSULTANT will spend no more than a total of 20 hours on this effort.
- **Electronic Applications:** Modifying one application will require modifications to all electronic applications.
 - CONSULTANT will maintain existing customized applications used to support the Study data analyses.
 - CONSULTANT will make minimal modifications to said applications to support continued function in Update 2009.
 - CONSULTANT will define detailed technical requirements for modifications and test all applications for compatibility.
 - It is assumed that modifications will be of minor nature and limited. An example of a minor modification is adding a checkbox to the Performance Questionnaire for users to indicate whether or not a project had LEED certification.
 - It is assumed that CONSULTANT will spend no more than a total of 24 hours on modifications.
- **Documentation for Electronic Applications:** CONSULTANT will update technical documentation and user readme document to reflect changes made during the Study. In the technical document, CONSULTANT will describe detailed requirements and function of changes, describe how to implement other similar changes, and describe solutions to common technical problems when using the electronic applications. The user readme document will provide basic instructions for the database function.
- **Outlier Analysis:** CONSULTANT will:
 - evaluate the entire dataset for statistical outliers by the 15 Project Classifications;
 - calculate median (m) and standard deviation (d) of project delivery cost (y) for each set of projects by Project Classification;
 - identify projects that fall outside of the range of $y = s \pm 3*d$ as statistical outliers;
 - identify and eliminate other outliers by inspection by MWH;
 - retain outliers in the database but exclude them from the Update 2009 analysis; and
 - mark statistical outliers with a "Yes" in the "Outliers" field of the projects data table in the database.
- **Project Delivery Cost Data Analysis:** Data analysis for the Study will be based on the following criteria: projects completed between 1/1/2004 and 12/31/2008, delivered by the traditional design-bid-build method, total construction cost greater than \$100,000, and projects assigned to one existing Project Classification. Changes to the Study criteria

may result in increased effort and fee to implement the activities described above.

CONSULTANT will:

- validate the method of data analysis through consultation with an internal statistical expert and correct the plan for analysis described herein if needed;
 - analyze performance benchmarking data from the Project Team for design cost versus total construction cost, construction management cost versus total construction cost, and project delivery cost versus total construction cost;
 - create these three types of regression models for each of the 4 Project Types and 15 Project Classifications used in the Study;
 - display the selected confidence interval upper bound (e.g., 50% or 95%) R^2 (coefficient of determination) value, and N (count of projects) on the curve (display of other values on curves (e.g., p values) is specifically excluded from this effort);
 - create curves using a linear trendline and up to two type of non-linear regression trendline (e.g., logarithmic or polynomial) to be selected by MWH;
 - conduct analysis and prepare a separate table for later report inclusion that lists: p-value, R^2 Value, and descriptive characteristics of the selected regression model (e.g., y-intercept (b) and slope of regression line (m) for linear trendlines);
 - present the results of such analyses in draft form to the Project Team for review and comment at one quarterly Team Meeting; and
 - revise analyses once for publication in the final Study Update report.
- **Miscellaneous Corrections and Requests:** CONSULTANT will make minor corrections and requests throughout the Study year as requested by the Project Team. An example of a minor correction is to revise the agency design cost for a project in the project data table. An example of a minor request is to provide an agency with their project delivery cost data in the database. It is assumed that CONSULTANT will spend no more than 16 hours on these corrections and requests.

Task 4 Report Preparation

- **Outline:** CONSULTANT will prepare Study Update report outline for Project Team review and comment during Project Team Meeting #3. CONSULTANT will collect and incorporate comments from the Project Team.
- **Draft Report:** CONSULTANT will distribute, collect, and incorporate updates from Project Team on the Benefits of Participation, Agencies' Overall Information Table, and Agencies' Indirect Rates table into the draft report. CONSULTANT will divide assignments for writing among the members of the Consultant Team. The Study Update 2009 Report is assumed to be similar in length and content to Update 2008 report. CONSULTANT will draft the annual report for Update 2009, which will consist of the following sections:
 - Executive Summary
 - Table of Contents
 - Introduction
 - Performance Benchmarking
 - Best Management Practices
 - Online Discussion Forum
 - Conclusions
 - Appendix A Performance Questionnaire
 - Appendix B Performance Curves
 - Appendix C Indirect Rates

CONSULTANT will provide a complete Draft Report to Consultant Team for review, and collect and incorporate comments from the Consultant Team members. CONSULTANT will provide complete Draft Report to Study Team for review, and collect and incorporate

comments from Study Team members. CONSULTANT will provide a complete Draft Report to Project Team for review and comment during Meeting #4.

- **Final Report:** CONSULTANT will incorporate comments from the Project Team into the Final Report. CONSULTANT will provide the Final Report to the Study Team for review, and collect and incorporate comments. CONSULTANT will prepare layout of Final Report in electronic (InDesign) format for posting on web. CONSULTANT will make the layout using InDesign project files for Update 2008 report. CONSULTANT will provide layout of Final Report to Study Team for review, and collect and incorporate comments. CONSULTANT will deliver the Final Report in Adobe PDF format suitable for posting on the internet and a high-resolution Adobe PDF suitable for printing. It is assumed that the electronic and printed reports will be similar in look and length to the Update 2008 report.
- **Report Distribution:** CONSULTANT will provide a low-resolution Adobe PDF suitable for posting on the internet. Study reports are currently posted on the City of Los Angeles' website at <http://eng.lacity.org/techdocs/cabm/>. It is confirmed that this website will be made available by the City of Los Angeles for posting the Update 2009 report. CONSULTANT will email the Project Team to notify them when the report is posted on internet. CONSULTANT will provide each participating agency with 3 hard copies of the report. CONSULTANT will make the high-resolution PDF suitable for printing available to Project Team members who request it in order to print their own copies of the report.
- **Database Distribution:** CONSULTANT will test the Update 2009 database and email it to Project Team members who request it during Meeting #4. The files to be emailed will consist of the database, reference library files required for correct function of the database, and a user readme file to explain database functions.

Task 5: Web-Based Collaboration

- **Purpose and Benefits:** QuickPlace is a web-based collaboration tool that will allow the Study Team and Project Team to instantly manage, share, collect, and search Study information. QuickPlace is used to maintain digital resources related to a project (e.g., files, emails, reports, schedules, drawings, and photos) in a common place. Team members can find and respond to both the latest and historical information. For the Study, these resources include:
 - the Online Discussion Forum
 - homework assignments
 - Performance Questionnaires
 - BMP implementation
 - meeting details and attendance
 - meeting documents and notes
 - contact lists
 - annual reports
 - study database
- **Benefits:** QuickPlace allows valuable information for the Study to be accessed at a single location via the Internet. It also supports document review among group members and access to the right version of the current or historical document.
- **Structure:** QuickPlace is divided into Rooms, Folders and Pages.
 - A Room is similar to a lockable filing cabinet
 - A Folder is like a file
 - A Page is like a document
- **Security:** Each Room has three different security levels: Manager, Author and Reader.

- A Manager can create Rooms and Folders and can give author and reader access to nominated members to the individual Rooms and Folders.
- An Author can add Pages and create new versions of attached documents to a Room and/or Folder.
- A Reader can view the contents of Rooms/Folders he is a member of but cannot add Pages nor create new version of attached documents.

The QuickPlace will be hosted on a secure server located outside all firewalls for the participating parties and it can be accessed via a web browser. Project Team members will be invited to join the password-protected site. Different security levels can be set for each Room within the QuickPlace, enabling private areas for sub-groups, as well as collaborative rooms which can be accessed by the entire Project Team.

- **Function:**
 - Adding Information: Pages can be created on-line within QuickPlace using the source software on the Author's computer (e.g., Microsoft Word, Excel, and PowerPoint). Existing documents can also be uploaded and links to other websites can be added.
 - Alerts: Alerts can be sent by Authors or Owners automatically when a page is created or modified. Members can also easily review updates on a daily or weekly basis.
 - Custom Forms: Authors can create forms for other members to fill out, such as questionnaires to poll each other for the Discussion Forum.
 - Searching: Members can search for any piece of text or content within the QuickPlace. This includes documents and the Discussion Forum.
- **Setup, Population, and Launch:**
 - CONSULTANT will develop and implement technical requirements to create pages for and populate documents in QuickPlace for the Online Discussion Forum, Homework Assignments, Performance Questionnaires, BMP Implementation, Meetings, Contact Lists, Annual Report, and Database.
 - Population of the historical Online Discussion Forum will consist of uploading archives prepared in previous Study phases.
 - For Update 2008, the archive is summaries prepared and distributed quarterly to the Project Team in PDF.
 - For Update 2007, the archive is Chapter 5 of the Study Update 2007 Report.
 - For Update 2006, the archive is a PDF of the emails exchanged in the Discussion Forum through April 2006.
 - For Update 2005, the archive is a PDF of the emails exchanged in the Discussion Forum through April 2005.
 - For all previous Study phases, the archive is the PDFs currently posted at <http://eng.lacity.org/techdocs/cabm/summary.PDF> and <http://eng.lacity.org/techdocs/cabm/detailed.PDF>.
 - CONSULTANT will prepare and distribute a briefing document for the Study Team and Project Team orientation on QuickPlace. CONSULTANT will provide a short demonstration of the QuickPlace during a Project Team meeting.
 - CONSULTANT will provide all Project Team members with appropriate levels of access to the QuickPlace.
- **Maintenance:** CONSULTANT will perform routine maintenance on the site. This subtask is budgeted assuming 2 hours per month of maintenance activities. No improvements or changes to the structure of the site are included. Maintenance consists of:
 - addressing user questions and issues,
 - monitoring and controlling site activity,

- posting documents,
- reclassifying Online Discussion Forum topics or other documents posted by the Project Team,
- periodically archiving the site and files, and
- managing user accounts.

Fee: Payable on a lump sum basis calculated as progress on tasks listed here:

Task 1 Project Management	\$ 11,200
Task 2 Project Team Meetings	\$ 56,000
Task 3 Information Management	\$ 46,200
Task 4 Report	\$ 34,300
Task 5 Website	\$ 6,300
Total	\$ 154,000

EXHIBIT “B”

City’s Representative: Mark Christoffels

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"