

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

1 AGREEMENT

2 **32339**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 23,  
4 2011, for reference purposes only, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting on August 16, 2011, by and between  
6 PACIFIC RIM AUTOMATION, INC., a California corporation ("Consultant"), with a place  
7 of business at 16611 Burke Lane, Huntington Beach, California 92647, and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with City-Owned Storm Drain Pump Station Telemetry,  
11 Monitoring, and Electrical/Control Equipment Maintenance Services ("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 Four Hundred  
26 Seventy Thousand Eight Hundred Eighty Dollars (\$470,880), at the rates or  
27 charges shown in Exhibit "B".

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

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

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

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

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

24 2. TERM. The term of this Agreement shall commence at midnight on  
25 October 1, 2011, and shall terminate at 11:59 p.m. on September 30, 2014, unless  
26 sooner terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

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3. COORDINATION AND ORGANIZATION.

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

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

4. INDEPENDENT CONTRACTOR.

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

5. INSURANCE.

A. As a condition precedent to the effectiveness of this

1 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
2 duration of this Agreement, from insurance companies that are admitted to write  
3 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
4 Company or from authorized non-admitted insurance companies subject to  
5 Section 1763 of the California Insurance Code and that have ratings of or  
6 equivalent to A:VIII by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to  
8 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
10 coverage shall include but not be limited to broad form contractual liability,  
11 cross liability, independent contractors liability, and products and  
12 completed operations liability. City, its boards and commissions, and their  
13 officials, employees and agents shall be named as additional insureds by  
14 endorsement (on City's endorsement form or on an endorsement  
15 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or  
16 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and  
17 CG 20 37 07 04), and this insurance shall contain no special limitations on  
18 the scope of protection given to City, its boards and commissions, and  
19 their officials, employees and agents. This policy shall be endorsed to  
20 state that the insurer waives its right of subrogation against City, its boards  
21 and commissions, and their officials, employees and agents.

22 (b) Workers' Compensation insurance as required by the California  
23 Labor Code and employer's liability insurance in an amount not less than  
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
25 its right of subrogation against City, its boards and commissions, and their  
26 officials, employees and agents.

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

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

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

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

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

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

27 F. Prior to the start of performance, Consultant shall deliver to  
28 City certificates of insurance and the endorsements for approval as to sufficiency

1 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
2 the insurance, furnish to City certificates of insurance and endorsements  
3 evidencing renewal of the insurance. City reserves the right to require complete  
4 certified copies of all policies of Consultant and Consultant's subconsultants and  
5 contractors, at any time. Consultant shall make available to City's Risk Manager  
6 or designee all books, records and other information relating to this insurance,  
7 during normal business hours.

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

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

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
19 contemplates the personal services of Consultant and Consultant's employees, and the  
20 parties acknowledge that a substantial inducement to City for entering this Agreement  
21 was and is the professional reputation and competence of Consultant and Consultant's  
22 employees. Consultant shall not assign its rights or delegate its duties under this  
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
24 approval of City, except that Consultant may with the prior approval of the City Manager  
25 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
26 attempted assignment or delegation shall be void, and any assignee or delegate shall  
27 acquire no right or interest by reason of an attempted assignment or delegation.  
28 Furthermore, Consultant shall not subcontract any portion of its performance without the

1 prior approval of the City Manager or designee, or substitute an approved subconsultant  
2 or contractor without approval prior to the substitution. Nothing stated in this Section  
3 shall prevent Consultant from employing as many employees as Consultant deems  
4 necessary for performance of this Agreement.

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

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

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

26 10. TERMINATION. Either party shall have the right to terminate this  
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
2 date of termination for which Consultant has not been previously paid. The procedures  
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
4 termination, Consultant shall deliver to City all Data developed or accumulated in the  
5 performance of this Agreement, whether in draft or final form, or in process. And,  
6 Consultant acknowledges and agrees that City's obligation to make final payment is  
7 conditioned on Consultant's delivery of the Data to City.

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

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

23           13. ADDITIONAL COSTS AND REDESIGN.

24           A. Any costs incurred by City due to Consultant's failure to meet  
25 the standards required by the scope of work or Consultant's failure to perform fully  
26 the tasks described in the scope of work which, in either case, causes City to  
27 request that Consultant perform again all or part of the Scope of Work shall be at  
28 the sole cost of Consultant and City shall not pay any additional compensation to



1 Consultant for its re-performance.

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

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

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

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

22 17. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its  
24 Boards, Commissions, and their officials, employees and agents ("Indemnified  
25 Parties"), from and against any and all liability, claims, demands, damage, loss,  
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
27 costs and expenses, including attorneys' fees, court costs, expert and witness  
28 fees, and other costs and fees of litigation, arising or alleged to have arisen, in

1 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
2 comply with any of its obligations contained in this Agreement, or (2) negligent or  
3 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
4 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
5 in the performance of work or services under this Agreement (collectively "Claims"  
6 or individually "Claim").

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

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

21 D. The provisions of this Section shall survive the expiration or  
22 termination of this Agreement.

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

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

28 20. NONDISCRIMINATION.

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A. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, 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. 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. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The

1 Consultant agrees to post the following statement in conspicuous places at its  
2 place of business available to employees and applicants for employment:

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

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

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

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

17 E. If the City determines that the Consultant has set up or used  
18 its contracting entity for the purpose of evading the intent of the EBO, the City may  
19 terminate the Agreement on behalf of the City. Violation of this provision may be  
20 used as evidence against the Consultant in actions taken pursuant to the  
21 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor  
22 Responsibility.

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

1 the date deposited in the mail or on the date personal delivery is made, whichever occurs  
2 first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

17 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

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

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

1 Agreement.

2           26. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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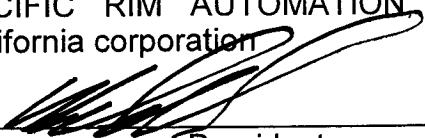
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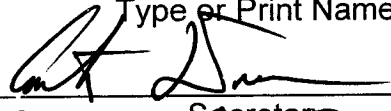
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PACIFIC RIM AUTOMATION, INC., a California corporation

9/1/11, 2011

By   
President  
MARTIN MILLER  
Type or Print Name


9/1/11, 2011

By   
Secretary  
CARTER DAVIS  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

9.27., 2011

By   
Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 9/8, 2011.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# **EXHIBIT A**



## **Scope of Work**

### **Annual 24/7 System Monitoring**

Provide 24/7 immediate response to station alarms via phone contact from City and/or contact from SCADA alarm-alarm dialer system.

Provide 24/7 phone support for the SCADA system operation with use of remote access software used by the City. Proposer will be required to evaluate real-time video SCADA screens and explain what is happening at the pump stations to the City operator.

Provide 24/7 response visits to the stations with critical alarms and when requested by the City and/or contact from SCADA alarm-alarm dialer system. A four (4) hour minimum charge including travel per rates proposed by the Proposer and as approved by the City will be paid per the "Owner's Contingency for Additional Work" section of this proposal. A typical response time to the site should be less than 60 minutes.

Provided Reports in the form of color screen prints of all station alarms and historical trending. The Proposer will compile monthly reports as required including run hours and storm data as collected by the system. After a major storm, reports will be provided on all stations along with a timely back up of report and historical data to avoid loss of information.

The Proposer selected must provide proof that their materials and equipment can communicate and be compatible with City's system prior to acceptance and award.

The proposed price shall include a lump sum for all cost related to the Annual 24/7 system Monitoring as describe above for a 12 month period and will be paid on a monthly basis.

### **Monthly Maintenance and Testing**

Perform monthly maintenance of all electrical equipment and control equipment. The monthly site visits will be scheduled every 30 days for all pump station locations. Each time the station is visited for any reason and the scheduled testing and maintenance is performed, the clock for that station will be reset to day one. An example would be on January 1<sup>st</sup> the scheduled maintenance is performed and then a major storm event occurs on January 15<sup>th</sup> requiring an after storm inspection, at that point the next scheduled visit would be February 15<sup>th</sup> (or before) not February 1<sup>st</sup>. However, the time between site visits shall not exceed a 30-day period. It is estimated that it will take 1-hour per station to complete a site visit.

The testing procedure will include but not be limited to:

- Confirmation that the station has power and lighting.
- Confirmation that the level indications are correct.
- Confirm communications by testing alarms.
- Back up Local register data using win/mate software.
- Check motor oil level (if required).
- UPS Test. Turn off utility power to confirm functionality of back-up power supply.
- Log runtime hours from local ETM timers for each pump.
- Start each pump in “Hand Mode” and “Auto Mode”
- Remove, inspect, clean and replace drop in level transducers.
- Test entry alarm by allowing the station to go into alarm and call out to the operator’s cell phone.
- Test “High Level” alarm.

After a major storm or as otherwise directed by the City, the Proposer shall inspect all stations. A summary of work performed and a list of items needing repair, replacement and/or upgrade beyond the scope of the Monthly Maintenance and Testing shall be submitted to the City within 3 days of the maintenance visit. The City prior to commencement must approve all work. This work shall be billed per the “Owner’s Contingency for Additional Work” section of this proposal.

All work outside the scope of the Monthly Maintenance and Testing requiring immediate work/action shall be immediately brought to the attention of the City Representative for approval prior to proceeding and shall be billed per the “Owner’s Contingency for Additional Work” section of this proposal.

The Proposer shall maintain/supply at their cost, on City premises, SCADA electronic components for instant replacement in the case of a communication/control failure. (Excluding master radio as there is no access to the master radio location). This on-site storage will involve a “jobbox” type enclosure that will house PLC modules, power supplies, fuses, documentation, spare programming device and other trouble shooting equipment. The onsite storage will allow the Proposer or City responder immediate access to parts and equipment in the event of an emergency. The Proposer will assume all responsibility for the care and safekeeping of the stored items.

The Proposer shall coordinate with other contractors when needed for operation and control issues. Meetings requested by the City shall be covered within the proposal.

The proposed price for all identified work items related to the Monthly Maintenance and Testing as describe above shall be for a 12-month period and will be paid on a monthly basis.

**Annual Support of Workstation Software**

Annual backup of alarm/event data, defrag of hard drives testing, diagnostics, viruses protection, dialer call out updates must be performed. Note: HMI software upgrades, reporting software upgrades/support (example Microsoft SQL), other third party software upgrades or future paid factory support are not included, as they cannot be foreseen at this time.

The proposed price shall include a lump sum for all cost as describe above for a 12-month period and will be paid on a monthly basis.

**Owner's Contingency for Additional Work**

The City desires to include an owner's contingency for non-scheduled maintenance work or system inspections not covered above that may be required to be done under this contract. Such work may include but not be limited to: major repairs, responses to emergency situations, equipment failures, and modifications to the storm drain pump station telemetry system electrical controls that operate the pump station.

Such work will be done on a fixed price quote from the Proposer if the work can be well defined. If the extent of the work cannot be defined, then at the City's discretion, the work will be done on a time and material basis per Schedule of Hourly Rates Sheet to be submitted with the Cost Proposal in a sealed envelope and approved by the City.

This item has a fixed amount of \$75,000 per year, as determined by the City, that is to be included in the total cost proposal offered and is included to indicate the maximum amount the Proposer can be paid per year for all extra work done under this contract. The Proposer shall not be entitled to any payment under this item unless directed to do extra work by the City, and then for only the amount so approved by the City.

**Additional Requirements**

Services provided under this scope of work will include any Communications, Computer, Control, Instrumentation, Analytical or Electrical work. Plumbing repairs required for components greater that 2-inches in size will be provided by others. The Proposer shall assists the plumbing work with electrical related and communications support.

# **EXHIBIT B**

# **PACIFIC RIM AUTOMATION, INC.**

16611 Burke Lane - Huntington Beach, CA 92647  
714/899-7690 Phone • 800/962-5458 Toll Free • 714/899-7691 Fax  
State Lic. #622890

## Proposer Schedule of Hourly Rates for additional work

### CUSTOMER PAID TIME & MATERIAL CHARGES

#### SERVICE CALLS

Monday - Friday	8AM – 5PM	(local time) \$ 95.00/hour
Monday – Friday	5PM – 8AM	(local time) \$142.50/hour
Saturday	All Day	\$142.50/hour
Sunday	All Day	\$142.50/hour
Holidays	All Day	\$142.50/hour

#### SPECIFIC TASKS

Engineering Time	\$ 95.00/hour
Drawing Time/ACAD	\$ 95.00/hour
Clerical Time	\$ 37.50/hour
Mileage	\$ IRS allowable rate
Others	\$ At cost.

The above rates apply to service performed in the continental U.S. only, excluding Alaska and Hawaii.

The rates apply to all on-site start-up, repair, inspection and all other service call related activities performed by Pacific Rim Automation, Inc. on a TIME AND MATERIAL BASIS.

ALL SERVICE CALLS HAVE A FOUR (4) HOUR MINIMUM AT THE FULL RATE

All calls requiring travel outside of the continental U.S. will be quoted on a case by case basis.

# EXHIBIT “C”

City’s Representative:

Anthony Arevalo

# EXHIBIT “D”

Materials/Information Furnished: None