

CONSULTANT AGREEMENT DKF Solutions Group

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and DKF Solutions Group a California limited liability company ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until 3/1/2018 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be to prepare a Sanitary Sewer Management Plan and associated emergency response plan(s) and standard operating procedures in accordance with the State Water Resources Control Board (SWRCB) Order No. 2006-0003 ("SSO WDR") and shall also include the requirements of the amended monitoring and reporting program as specified in the Order No. WQ 2013-0058-EXEC issued by the SWRCB. as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$117,075.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed 117,075.00 dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to CONSULTANT during the initial term of this Agreement.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination,

CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.
- 7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance

available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. **General Liability.**

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. **Workers Compensation.**

The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- 7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VII" or better.

- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.** CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender,

marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor**. CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality**. All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting**. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices**. All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

David Patzer
DKF Solutions Group, LLC
170 Dogwood Lane
Vallejo, CA 94591

Address of CITY is as follows:

Daniel Repp	with a copy to:
Public Works Department	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees**. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records**.

15.1. **Maintenance**. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records**. The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to

this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 15.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

19. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. **Defense and Indemnification.**

20.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

20.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes

on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. Entire Agreement; Modification; Conflicting Provisions. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

25. Binding Agreement. Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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26. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Wilson
Print Name

Steve Rymer
Print Name

Date: _____

Date: _____

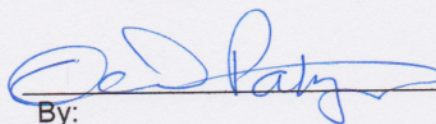
APPROVED AS TO FORM:

DKF Solutions Group, LLC

City Attorney

Donald A. Larkin
Print Name

Date: _____

By: 

Title: managing Partner
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 1/30/17

By:

Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: _____

EXHIBIT A SCOPE OF SERVICES

Task 1. Sanitary Sewer Management, Emergency Response and Water Quality Monitoring Plans:

The Consultant shall prepare an updated SSMP in accordance with the SSMP Development Guide issued by the Bay Area Clean Water Agencies (September 2015) and in accordance with the State Water Resources Control Board (SWRCB) Order No. 2006-0003 ("SSO WDR") and shall also include the requirements of the amended monitoring and reporting program as specified in the Order No. WQ 2013-0058-EXEC issued by the SWRCB.

The SSMP document shall detail how the City's sewer system is operated, maintained, repaired and funded. The SSMP shall include the following elements, to comply with the SSO WDR:

1. Goals
2. Organization
3. Legal Authority
4. Operations and Maintenance Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan ("OERP")
7. Fats, Oils, and Grease (FOG) Control Program
8. System Evaluation and Capacity Assurance Plan ("SECAP")
9. Monitoring, Measurement and Program Modifications
10. SSMP Program Audits
11. Communications Program

The System Evaluation and Capacity Assurance Plan ("SECAP") shall incorporate relevant findings and recommendations from the City's 2016 Sewer Master Plan which includes capacity modeling. The following describes the tasks included in this scope of work.

Update the City's Overflow Emergency Response Plan (OERP) to address State Water Resources Control Board requirements and ABAG PLAN best risk management practices

Prepare a Sewer Overflow Response Reference Guide. The Guide will be waterproof and suitable for use in the field.

Prepare Sewer Overflow and Backup Response Packet (assembled from the completed OERP)

Develop photo-based Pump Station Emergency Response Plan (PSERP) for 14 sanitary sewer pump stations reflecting guidelines from the SWRCB and CA Sanitation Risk Management Authority's recommended best practices

Develop a Water Quality Monitoring Plan meeting SWRCB requirements and the CA Sanitation Risk Management Authority's best practices for water quality monitoring

Task 2. Standard Operating Procedure Development:

The Consultant shall review, update, and/or create photographic standard operating procedures (SOP's) and checklists for key wastewater maintenance equipment, system maintenance activities,

and sewer overflow response activities. The SOP's shall be prepared so as be mobile and easily accessible to crews in the field. SOP's will be prepared for the following equipment and activities.

Air Compressor SOP
Backhoe SOP
Loader SOP
Vacuum/Combination Truck SOP
Gas Detector SOP
Generator SOP
Jack Hammer SOP
Portable Portable Pump SOP
CCTV Truck SOP (note: does not include computer software)
Concrete Saw SOP
Dump Truck SOP
Pressure Washer SOP
Whacker/Compactor SOP
Pump station startup SOP
Pump station shutdown SOP
Pump station alarm testing SOP for each alarm system.
Pump station valve exercising SOP
Pump station valve cleaning SOP
Air Relief Valve (ARV) cleaning SOP
Pump station generator inspection/check and run SOP
Pump replacement SOP
Wear ring check/inspection and replace SOP
Lubrication and oil change SOP
Scrubber cleaning SOP
Wet well setting adjustment SOP
VFD Auto to Hand Operation SOP
Surge Tank cleaning SOP
Wet well cleaning SOP (includes confined space entry SOP where necessary)
Grinder maintenance and repair SOP
Seal water system repair, shut down and start up SOP
Pump station drawdown test SOP
Pump deragging SOP
Plugging
Bypass pumping
Point Repair
Use of shoring/trench box
Underground utility locating

Task 3: Training Options:

Provide one 3-hour classroom training on the completed OERP and SSO Volume Estimation techniques. Training will address the City's completed OERP and staff procedures and tactical communications for front line staff when interacting with the public.

Provide two days of hands-on SSO response drills for up to 8 groups of 3 employees (we can accommodate 25 employees over 2 days). Each group will spend 4 hours with an instructor who will provide practical hands-on practice using the completed OERP, calculating SSO volumes and

feedback on best practices for responding to SSOs resulting from a variety of causes. We use two instructors and will cycle 2 groups simultaneously (i.e. two groups in the AM and PM on day 1 and two groups in the AM and PM on day 2).

Develop one interactive computer-based training module customized and tailored to the City's completed OERP. The training module will be provided electronically for the City to use going forward for new employee and refresher training.

Prepare a 2'X3' wall poster summarizing the completed OERP

Provide one 3-hour classroom training on the completed Water Quality Monitoring Plan, including collection of surface water samples.

Provide one 2.5-hour training and bypass drill on the completed Pump Station Emergency Response Plans.

Develop one interactive computer-based training module customized and tailored to the City's completed Pump Station Emergency Response Plans. The training module will be provided electronically for the City to use going forward for new employee and refresher training.

Deliverables:

Consultant will use the Causey Consulting model SSMP as the basis for the revisions to Morgan Hill SSMP.

Element 6 will utilize DKF Solutions revisions to Morgan Hill OERP and WQMP.

All drafts and meeting materials to be submitted electronically; City to be responsible for printing and circulation required for review of SSMP in-house and by legal counsel.

Final SSMP following Board adoption will be sealed and submitted in hard copy and electronically.

Assumptions and Limitations:

City will provide infrastructure data, collection system map, current organization chart and background data as requested by Consultant in acceptable electronic formats.

All City documents requested shall be provided in WORD or .pdf format and transmitted electronically.

City to be responsible for the adequacy of the CIWQS SSO data that will be used for Element IX in the SSMP.

City will be responsible for the placement of the final SSMP and all reference documents upon Board adoption on the City website or for the submittals to the CIWQS website per the MRP requirements.

City shall be responsible for all CIWQS required reporting and LRO certifications related to the SSMP adoption and approval by the City Council.

Proposal assumes that the City will be responsible for all activities associated with the City Council review and adoption of the revised SSMP.

Proposal does not include staff training on the SSMP following Council adoption.

Proposal assumes no separate meetings with City legal staff regarding the SSMP preparation.

EXHIBIT B SCHEDULE OF COMPENSATION RATES

Rates and charges:

Project will be billed on a time and materials basis to the maximum stated in the above and in the attached proposal. Miscellaneous expenses will be billed at cost plus 5% for mileage (at \$0.54 per mile), hotel expenses (\$100 per night) and final hardcopy document. Consultant time will be billed at \$195 per hour; support services will be billed and travel will be billed at \$100 per hour for the two trips to the City.

Task Cost Schedules

Task 1	Item description	Cost	PROJECT TOTAL
1	Update the City's Sanitary Sewer Management Plan (SSMP) to reflect current State Water Resources Control Board Office of Enforcement (SWRCB) requirements and expectations.	\$26,000.00	\$59,325
2	Develop a Water Quality Monitoring Plan meeting SWRCB requirements and the CA Sanitation Risk Management Authority's best practices for water quality monitoring.	\$3,500.00	
3	Update the City's Overflow Emergency Response Plan (OERP) to address State Water Resources Control Board requirements and ABAG PLAN best risk management practices.	\$3,000.00	
4	Waterproof Sewer Overflow Response Reference Guide (price doesn't include tax)	\$150.00	
5	Sewer Overflow and Backup Response Packet (assembled from the completed OERP)(price doesn't include shipping or tax)	\$75.00	
6	Develop photo-based Pump Station Emergency Response Plan (PSERP) for 14 sanitary sewer pump stations reflecting guidelines from the SWRCB and CA Sanitation Risk Management Authority's recommended best practices.	\$26,600.00	
	Task 1 Total:	\$59,325.00	
Task 2			
1	Air Compressor SOP	\$800.00	
2	Backhoe SOP	\$2,000.00	
3	Loader SOP	\$2,000.00	
4	Vacuum/Combination Truck SOP	\$2,400.00	
5	Gas Detector SOP	\$600.00	
6	Generator SOP	\$800.00	
7	Jack Hammer SOP	\$600.00	
8	Portable Pump SOP	\$600.00	
9	CCTV Truck SOP (note: does not include computer software)	\$2,200.00	
10	Concrete Saw SOP	\$600.00	
11	Dump Truck SOP	\$1,600.00	
12	Pressure Washer SOP	\$600.00	
13	Whacker/Compactor SOP	\$600.00	
14	Daily/routine pump station inspection and documentation SOP reflecting industry best practices and SWRCB requirements.	\$450.00	
15	Pump station startup SOP	\$600.00	
16	Pump station shutdown SOP	\$600.00	
17	Pump station alarm testing SOP for each alarm system.	\$450.00	
18	Pump station valve exercising SOP	\$450.00	

19	Pump station valve cleaning SOP	\$600.00	\$100,225
20	Air Relief Valve (ARV) cleaning SOP	\$1,200.00	
21	Pump station generator inspection/check and run SOP	\$600.00	
22	Pump replacement SOP	\$1,400.00	
23	Wear ring check/inspection and replace SOP	\$1,200.00	
24	Lubrication and oil change SOP	\$600.00	
25	Scrubber cleaning SOP	\$1,000.00	
26	Wet well setting adjustment SOP	\$450.00	
27	VFD Auto to Hand Operation SOP	\$600.00	
28	Surge Tank cleaning SOP	\$1,000.00	
29	Wet well cleaning SOP (includes confined space entry SOP where necessary)	\$1,400.00	
30	Grinder maintenance and repair SOP	\$2,400.00	
31	Seal water system repair, shut down and start up SOP	\$1,200.00	
32	Pump station drawdown test SOP	\$600.00	
33	Pump deragging SOP	\$1,000.00	
34	Plugging	\$1,500.00	
35	Bypass pumping	\$1,400.00	
36	Point Repair	\$1,500.00	
37	Use of shoring/trench box	\$1,500.00	
	Underground utility locating	\$1,800.00	
	Task 2 Total:	\$40,900.00	
Task 3			
1	Provide one 3-hour classroom training on the completed OERP and SSO Volume Estimation techniques. Training will address the City's completed OERP and staff procedures and tactical communications for front line staff when interacting with the public.	\$1,500.00	
2	Provide two days of hands-on SSO response drills for up to 8 groups of 3 employees (we can accommodate 25 employees over 2 days). Each group will spend 4 hours with an instructor who will provide practical hands-on practice using the completed OERP, calculating SSO volumes and feedback on best practices for responding to SSOs resulting from a variety of causes. We use two instructors and will cycle 2 groups simultaneously (i.e. two groups in the AM and PM on day 1 and two groups in the AM and PM on day 2).	\$6,000.00	
3	Develop one interactive computer-based training module customized and tailored to the City's completed OERP. The training module will be provided electronically for the City to use going forward for new employee and refresher training.	\$1,800.00	
4	2'X3' wall poster summarizing the completed OERP (price doesn't include shipping or tax)	\$350.00	
5	Provide one 2.5-hour training and bypass drill on the completed Pump Station Emergency Response Plans.	\$2,200.00	
6	Develop one interactive computer-based training module customized and tailored to the City's completed Pump Station Emergency Response Plans. The training module will be provided electronically for the City to use going forward for new employee and refresher training.	\$2,200.00	
7	Provide one 3-hour classroom training on the completed Water Quality Monitoring Plan, including collection of surface water samples.	\$2,800.00	
49	Task 3 Total:	\$16,850.00	\$117,075

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Project Schedule

Task 1: All items described in Task 1 to be delivered in draft form for City review within 16 weeks from authorization to proceed and assumes timely meetings with City staff during the project.

All final versions to be delivered to City within 6 weeks of the City returning drafts with final comments and requested edits.

Task 2: All items described in Task 2 to be delivered in draft form for City review within 16 weeks from authorization to proceed and assumes timely meetings with City staff during the project.

All final versions to be delivered to City within 6 weeks of the City returning drafts with final comments and requested edits.

Task 3: All items in Task 3 to be delivered/provided within 6 weeks of the City accepting the associated final documents.