

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
(DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES-
DOWNTOWN DRAINAGE IMPROVEMENTS PROJECT, RFP 25-062AT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Michael Baker International, Inc. a Pennsylvania corporation with its principal place of business at 500 Grand Street, Suite 5400, Pittsburgh, PA 15219 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing design, preparation, and construction support services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Downtown Drainage Improvements project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Design, Preparation, and Construction Support consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ DATE to _____ (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established

schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Christopher Alberts.

3.2.5 City’s Representative. The City hereby designates Savat Khamphou, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf

of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kyle W. Gallup, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal

law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** minimum per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** minimum per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection

therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the

Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to

require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Seven Hundred Sixty Four Thousand One Hundred and Sixty Dollars and Zero Cents (\$764,160.00) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well

as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the

Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Michael Baker International, Inc.
500 Grand Street, Suite 5400
Pittsburgh, PA 15219
Attn: Kyle Gallup, Project Manager

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savah Khamphou, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands,

causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days.

All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
(DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES–
DOWNTOWN DRAINAGE IMPROVEMENTS PROJECT, RFP 25-062AT)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

MICHAEL BAKER INTERNATIONAL INC.
a Pennsylvania corporation

By: Signed by:
Christopher Alberts
6966076A8D96434...

Christopher Alberts
Vice President

By: DocuSigned by:
Trudi Lim
426E8878D1314CE...

Trudi Lim
Assistant Secretary

EXHIBIT "A"

SCOPE OF SERVICES

The Riverside County Flood Control and Water Conservation District (RCFC&WD) has partnered with the City to provide funding for design and construction of the Project.

The Downtown Drainage Improvements – Phase I project generally consist of approximately 5,100 linear feet of 36-inch reinforced concrete pipe (RCP) and is made up of three separate storm drain lines in the same general vicinity. The general limits of Phase 1 occur along East Grand Blvd. from 7th St. to 3rd St. (1,600 LF), along South Joy Street from 7th St. to 2nd St. (1,600 LF), and along South Victoria Ave., from 7th St. to 2nd St. (1,900 LF). The City has entered into three separate funding agreements for each segment of storm drain but will be combining the designs of the system due to their geographic proximity.

Work includes trenching, constructing mainline storm drains, laterals, manholes, catch basins, and related infrastructure. It also involves removing curb drains, relocating sidewalks, parkways, utility boxes, and street pavement rehabilitation. The project aims to enhance drainage and create smooth transitions at intersections by eliminating cross gutters and dated drainage infrastructure wherever feasible.

All services provided by Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The Consultant shall also have the resources to provide cost effective and timely services to the City.

A. SCHEDULE OF PERFORMANCE

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks and reflect the agency review time of Consultant's work (allow agency review time of 4 weeks for 30% submittal, 3 weeks for 60% submittal, and 2 weeks for 90% and subsequent submittals), internal quality assurance/quality control (QA/QC) and calendar days anticipated to complete each of the identified tasks and sub-tasks. Said schedule shall reflect the design portion of the project to be completed within 40 weeks from the date of issuance of Notice to Proceed. Said schedule shall also reflect the bidding and construction phase of Consultant's engineering support services that will be the responsibility of the Consultant and provided after Project design phase is completed.

B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR

Summary of Scope of Services

This Design Scope of Services defines the extent of the Design Consultant's engineering services needed for the Downtown Drainage Improvements – Phase I project. The Consultant will be required to perform all the studies, environmental review and approvals necessary to finalize the design and prepare the specifications for construction per the

current City specification boilers. The Consultant will be required to submit a package for review at 30%, 60%, 90% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the City. Each review cycle will require the Consultant to attend comment review meetings with the reviewing parties as well as several as-needed intermediate meetings to resolve questions and conflicts.

Task 1: Project Management

Provide management support to the City in the execution of the Project's Design Stage and design related issues during the bid, award, and Construction Stage. Attend meetings as requested by the City and coordinate the preparation of supporting materials as required. Provide status on project design issues/problems. The project status log shall be organized by issue/problem subject matter. Action items shall be in one list. Prepare and maintain a project design schedule as a tool in managing and monitoring project progress. The schedule shall include project tasks, task interrelationships, milestones, and intermediate and final project deliverables in accordance with the City of Corona Guidelines and Standards.

Coordination

Provide coordination and communications between the City Project Management staff and the Design Consultant staff as necessary to keep the entire project team informed of the Project's progress on key issues and decisions. The Design Consultant shall inform the City of sub-consultant activities and relay any feedback from City staff.

The Design Consultant shall provide coordination and communications between its own Project Management team and individual Task Managers of the various Project elements, activities, and tasks.

The Design Consultant shall also coordinate with all other Engineering & Capital Projects that interface with the Downtown Drainage Improvements – Phase I project.

Project Meetings

The Design Consultant shall prepare meeting agenda and minutes for all meetings and distribute to attendees and others designated by the City's Project Manager. Ensure that all Project team action items are addressed by the appropriate task managers.

Meetings

The City will conduct a design kick-off meeting and the Design Consultant shall have its Project Manager and Project Engineer attend the meeting. The Design Consultant will present its Project Schedule, proposed alignment, and any questions regarding the Project.

The Design Consultant will lead progress meetings with task managers and/or major subconsultants assisting in performing work.

Project Schedule and Budget Control

- a) Establish and monitor Project scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- b) Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.
- c) Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:
 - Schedule Information,
 - Percentage of individual task completion,
 - Budget Information,
 - Problems Encountered,
 - Out-of-Scope Authorizations,
 - Design Consultant Action Items, and
 - City Action Items.

Contract Administration

The Design Consultant shall perform Contract Administration activities i.e. Management of the Downtown Drainage Improvements – Phase I project contract including, but not limited to:

- a) Tracking of budget,
- b) Preparation of budget status reports,
- c) Management of contractual requirements, including insurance of the subconsultants for this Project,
- d) Development of invoicing per City requirements,
- e) Compilation of subconsultants' invoices,
- f) Preparation of monthly invoice to City, and
- g) Establish a filing system to organize all Project-related documentation and correspondence.

Deliverable(s):

Consultant shall provide the following: Project organization and team members and contact information; monthly progress reports to be submitted with monthly invoices; initial project schedule and monthly updates to be submitted with monthly invoices; meeting agendas, meeting minutes, and action items list from scheduled meetings; any other deliverable needed to properly manage the project progress and scope.

Task 2: Topographic Survey and Boundary Control

Consultant shall provide all professional surveying services required for the design of the project. This includes support for the preparation of the final Contract Documents, and handling of survey related issues.

Consultant shall conduct a design survey investigation consisting of aerial topography to prepare base drawings, using 20-scale accuracy with 1-foot intermediate contours and 5-foot index contours. Consultant shall conduct a field survey to locate existing monuments

and provide aerial targets. Aerial mapping shall cover all streets within the project site and the street monuments shall be used for control. The mapping shall meet National Map Accuracy Standards and a copy of the map checking must be provided to the satisfaction of the City and RCFC&WCD.

The Surveyor shall confirm locations of utilities and appurtenances along the alignment consisting at a minimum of water valves, water services, fire hydrants, sewer manholes, utility vaults, utility markings, potholes (vertical and horizontal), and other visible facilities.

The Surveyor shall field compare the measured right-of-way distances to record distances to ensure reasonable horizontal control.

Perform field survey for identified potholing locations and determine the elevations of the utilities potholed. Data from this task shall be incorporated in the base map produced as part of digital mapping.

Research and generate a base map of existing right-of-way, abutting boundary and property lines, and centerlines from record drawings. Consultant shall be responsible to perform all research necessary to accurately plot right-of-way and centerlines.

Deliverable(s):

Consultant shall provide the base map, aerial photography, and the topographical mapping to the City electronically via email. Provide original files, smart pdf, and Autocad formats.

Task 3: Utility Coordination

Utility Research

Consultant shall request as-built plans from all utility agencies including SCE, gas, telephone, cable TV, and any other agencies for their utility locations within the project area. All existing utilities information shall be included in the base drawings.

Once the base drawings are completed, Consultant shall submit copies to all utilities for review and comment on the veracity of the location of their facilities.

Consultant shall prepare an exhibit showing the recommended pothole locations.

Consultant/a qualified subconsultant shall perform fifteen (15) potholes (including any traffic control, and City/County permits) or other investigations as necessary for the entire project. Potholing will be a reimbursable subtask based on subcontractor's actual costs plus nominal Consultant's administrative costs. The proposal shall recommend a total 'Not to Exceed' fee for potholing services and the included overhead rate that would be added to the actual costs. Consultant shall coordinate with the City to determine the locations where potholing is required. The purpose of potholing is to identify the horizontal and vertical positioning of existing utilities along the storm drain alignment for each pothole. Consultant shall prepare a pothole location diagram which will be used to identify the required pothole locations in the field.

Deliverable(s)

Consultant shall provide a final pothole report which includes location, description, photos, exhibits, and diagrams (hard copy and digital format).

Consultant shall prepare a utility conflict report with exhibits (known utilities near and adjacent to construction area are to be accurately displayed on contract drawings).

Utility Relocation Coordination

Consultant will take the lead in coordinating with utility companies for the relocation of their facilities, with the assistance of the City. Where possible, utilities will be ordered relocated by the City, and in such cases, Consultant shall review the utility company's relocation plans as needed to ensure that they will be clear of the work necessary for the project. If necessary, the City may request Consultant to prepare utility relocation or protection plans. The cost for such designs will be negotiated on a case-by-case basis.

Deliverable(s)

Review of utility company prepared relocation plans as needed. Assume 20 hours.

Utility Relocation Design Plans & Cost Estimate, if necessary.

Design Development

Task 4: Regulatory Compliance

Consultant shall determine the type of CEQA document (e.g., Negative Declaration, environmental Impact Report, etc.) that is needed and proceed accordingly.

Consultant shall begin the application process to secure all necessary regulatory permits for project impacts to jurisdictional area(s). Such areas include those regulated by the U.S. Army Corps of Engineers, the Regional Water Quality Control Board and the California Department of Fish and Wildlife under Sections 404 and 401 of the Federal Clean Water Act, the California Porter-Cologne Water Quality Act, and Section 1600 of the California Fish and Wildlife Code.

Consultants design shall comply with the latest Municipal Storm Water Permit (MS4) and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Permit.

Deliverable(s):

Consultant shall provide copies of the applications, permits, and correspondence.

Task 5: Geotechnical Investigation

Provide a geotechnical investigation in accordance with City and County design guidelines and standards that addresses the proposed pipeline alignment. The Geotechnical Report shall address all necessary design and construction issues including regional seismicity, seismic parameters, liquefaction, trenching, trench stability and excavation, shoring, backfill, suitability of excavated materials for backfill, pavement section recommendations, soil bearing strength, groundwater conditions and dewatering, pipeline bedding requirements, R-values, moisture content, density, gradation, consolidation,

expansion, shear resistance, sand equivalence, soil corrosivity, corrosion protection and control, and/or other criteria as identified and recommended by the geotechnical engineer associated with the project elements. Borings shall be provided at a minimum of 500 feet intervals along the pipeline alignment and to an approximate depth of 15' below the proposed invert of the excavation.

Analysis and investigation shall also identify the following at a minimum; groundwater presence and level, construction dewatering requirements, pipe bedding requirements, trench shoring requirements, settlement potential, excavation ease of soils, location of rock, backfill suitability, and backfill compaction.

Groundwater quality test and pumping test shall be provided as an optional task and results shall be included in the report if the groundwater is present and the level is within the proposed gravity sewer trench and excavation depth.

- Assume ten (10) test bores for the proposed alignment (at approximately 500-foot intervals) to an approximate depth of 15' below the proposed invert of the excavation. Consultant shall also provide a fee for each additional requested.

Deliverable(s)

The consultant shall summarize findings, results and recommendations into a report.

A copy of the draft geotechnical report shall be submitted for review. City comments shall be incorporated and three (3) copies and one (1) electronic copy of the final geotechnical report shall be submitted (wet signed and sealed by a licensed geotechnical engineer).

Task 6: Preliminary Design (30% & 60% Contract Documents)

The Consultant shall prepare preliminary contract documents at a 30% and 60% level:

1. Hydrology Study
2. Storm Drain Improvement Plans, including all subsequent plans detail herein
3. Specifications @ 60%
4. Cost Estimate

The following are guidelines from RCFC&WD for the 30% Plans:

Catch Basin Hydrology and Preliminary Design:

Prepare hydrology study for, and preliminary sizing of proposed inlets/catch basins.

- The 10 year and 100 year Rational Method hydrology calculations shall be completed, together with street flow capacities to determine proposed inlet/catch basin locations. Catch Basin lengths and locations shall be determined, and compared to design topographic mapping to identify any space constraints. Ponding depths and flow-by rates shall be determined, with flow-by values being added to the next downstream catch basin depending upon street carrying capacity.
- Identify preliminary horizontal alignments for connector pipes, including estimated sizes. These horizontal alignments will be used to help identify if/where any potential utility conflicts may exist (for utility coordination), and where junctions with the mainline will be located.

Mainline Alignment and Profile (PE):

- For the preferred alignment, prepare initial engineered horizontal alignment and profile plots for the complete length of the project. Project mainline and lateral alignments shall be plotted on design mapping to scale with offsets to roadway centerline and property lines dimensioned. Profile shall show enough detail to allow an understanding of how the project will accommodate all vertical constraints, major utilities and outlet conditions.
- Prepare and overlay the HGL (pressurized) or Water Surface (non-pressurized) onto the profile. The hydraulics for the Mainline / Laterals should utilize the mainline/lateral flow rates, and the junction locations and estimated sizes determined by the Catch Basin Hydrology and preliminary design. Confirm all boundary condition assumptions (U/S and D/S controlling water surfaces, etc).
- The Design Engineer shall determine if right of way (ROW) will be required in order to construct the project. If ROW is required, the Design Engineer shall determine the limits of land required for the project as well as ROW needed for mitigation and downstream impacts. The Design Engineer will also need to identify if the ROW is fee, easement, TCE, etc.

The following are guidelines from RCFC&WD for the 60% Plans:

Connector Pipes & Inlet Design:

- Finalize the geometric and hydraulic design and profiles for Catch Basins, Connector Pipes, and other Inlets based on potholing information and field confirmation of compatibility with existing conditions.

Outlet & Other Detail Design:

- Impacts at outlets are often critical to both R/W and regulatory permitting. Proposed outlet design will be studied in the field for potential downstream, adjoining property and regulatory permitting impacts along with access considerations. Outlet design will be based upon hydraulic calculations for outlet flow velocities, scour potential and regulatory impacts. Confirm R/W requirements at outlet.

Utility Relocation Plans:

- Based upon plan information and pothole results, utilities that are in conflict should be identified. Preliminary utility relocation designs will be incorporated into the storm drain plans where possible, or the utility company or the Design Engineer will prepare a separate utility relocation plan. If the utility company prepares the relocation design, the plans must be reviewed by the Project Engineer to ensure the utility relocation is clear of the flood control project.

Paving and Traffic Plans:

- The limits for the street improvements need to be determined and shown on the plans. This may require field meetings with City to come to an agreement on what needs to be paved, replaced, fixed, etc. If the City is seeking additional paving, initiate discussions for cost sharing. Consideration should also be given to the potential for construction traffic

to accelerate damage to under-designed roads. The traffic closure plans will also be determined and shown on the plans.

60% Plan Engineering:

- The 30% plans should be adjusted per results of the meeting with City, pothole results, and utility purveyor coordination. Update proposed plan and profile, size of facility, manhole locations, hydraulic data and hydraulic grade lines, existing ground surface, known utility crossings with clearance, stationing invert elevations and length of proposed structure, as needed. Also, include structures for various laterals, junctions and connectors, but without detailed information (show location and size of structure). Add construction notes and details to the plans that are consistent with standard District pay items. Include title sheet, index map, detail sheets, connector pipe profile sheets, proposed street improvement and traffic control sheets.

Hydrology and Hydraulics Report:

- Complete hydrology and hydraulic calculations for overall project. Compile hydrology and hydraulics report into a complete self-contained package, including narrative, mapping/exhibits, calculations and reference drawings and materials. Hydrology backup material will contain the hydrology work maps and hydrology calculations accompanied by network schematic for hydrology model. The hydraulic analysis section will include WSPG runs for the mainline and laterals, and will contain narrative explaining assumptions and boundary conditions used. Any hand calculations will be included, as well as a narrative explanation of the approach to the project and all assumptions made in the analysis. Information should be organized and labeled such that a third party can easily find the backup to a portion of the project for which they are interested.

Preliminary Cost Estimate

- Prepare bid schedule in standard RCFC&WD format ensuring that each item to be constructed has a bid item in the schedule and is identified in the construction notes and details on the plans.
- Prepare or refine quantity and cost estimates for each bid item. Research appropriate unit costs, such as by using information from the planning unit cost sheets or from recent projects. Include a 10% contingency on top of the estimated construction total.

Task 7: Final Design (90% & 100% Plan)

Consultant shall prepare final contract documents at a 90% and 100% level:

1. Hydrology Study
2. Storm Drain Improvement Plans, including all subsequent plans detail herein
3. Cost Estimate
4. SWPPP
5. Specifications

The following are guidelines from RCFC&WD and the City for the 90% Plans:

90% Stormwater Pollution Prevention Plan:

- Determine the requirements of the Construction General Permit (CGP) that are applicable to the project. If coverage under the CGP is required, prepare a 90% Stormwater Pollution Prevention Plan (SWPPP) following the most current template Provide a 90% SWPPP for review and comment.

90% Cost Estimate Verification:

- Update the project cost estimates to reflect all project elements and to be consistent with the draft specifications.

90% Plan Engineering:

- The 60% plans should be adjusted per results of the meeting with City and any comments provided by RCFC&WD.

90% Specifications:

- The 60% specifications should be adjusted per results of the meeting with City and any comments provided by RCFC&WD.

The following are guidelines from RCFC&WD and the City for the 100% Plans:

Final Specifications:

- Finalize specifications based on comments from the City and RCFC&WD. Obtain and include the specification title sheet and all required appendices (such as the Project Sign, Soils Borings, etc.). Double check that bid items match specifications exactly and are reflected on the plans.

100% Cost Estimate Verification:

- Update the project cost estimates to reflect all project elements and to be consistent with the draft specifications.

100% Plan Engineering:

- The 90% plans should be adjusted and finalized per results of the meeting with City and any comments provided by RCFC&WD.

Bid & Award

Consultant shall provide technical support to the City during the bidding and award stage of the construction packages identified in the Scope of Services for the design, bid, and construction of Downtown Drainage Improvements – Phase I project.

The Consultant shall respond to design-related technical questions from potential bidders and suppliers on the Contract Documents. Questions and responses shall be routed through the City's Purchasing Division. Refer any questions directly from plan holders to the City's Purchasing Division. Prepare necessary addenda to contract documents and revise the drawings as necessary for the addenda.

If the City elects to create the addenda, the Design Consultant shall assist in preparing the necessary technical addenda to the contract documents. The Design Consultant shall prepare or revise all the drawings required for the addenda.

Consultant shall attend meetings and coordinate the preparation of materials and attendance by other Consultant team members. Coordination responsibilities shall consist of, but will not necessarily be limited to:

Members to attend one (1) pre-bid meeting and site visit.

Construction

The Consultant shall provide technical support to the Construction Manager (City) during the construction stage of the Project as described in tasks herein.

Construction Meetings

a) Pre-Pre-Construction Meeting

The Design Consultant shall attend the meeting to prepare City staff with key discussion points that will be explained to the contractor in the Pre-Construction meeting.

b) Pre-Construction Meeting

The Design Consultant's Project Manager and other appropriate design team members shall attend and participate in the pre-construction conference including a project site visit.

c) Construction Progress Meetings

The Design Consultant's representative(s) will attend all construction progress meetings to assist in the resolution of construction issues, review construction progress, and assist Project Manager as requested.

Contractor Submittal Review

The Consultant shall review the Contractor's submittals for conformance to the Contract Documents and return it to the City within 7 calendar days from the day when it is received by the Consultant. The Design Consultant will indicate on the submittal, approved, reject/resubmit or approved as noted. The Consultant shall review each submittal for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. The Consultant will review all submittals. Requests, including "or equal" submissions, will be reviewed and evaluated by the Consultant. Substitution requests that depart from the basic design concept will be evaluated on the basis of a scope change. The Consultant shall provide a written approval or disapproval for a substitution request.

Request for Information/Clarification

The Consultant shall receive each written request for information or clarification (RFI/RFC) from the contractor, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the contractor.

Change Order Preparation Assistance

The Design Consultant may be required to assist the Construction Manager in preparing, reviewing, and recommending resolutions to some of the complex proposed construction change orders.

As-Built Drawings

The Consultant shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the City and create the As-built drawings. The Design Consultant shall follow City standards for As-built Mylar drawings.

Summary

The City shall rely on Consultant's expertise for tasks including, but not limited to, preparation and finalization of plans, specifications, and construction estimates for the project. Coordination will be required during the development of the design with other City Departments, agencies, and facility owners which will include securing Right of Entry, Encroachment and Construction Permits. It is anticipated that firms submitting qualifications shall have prior experience in the preparation of Plans, Specification and Estimate (PS&E) for large and complex pipeline projects, constructed per City of Corona Standards.

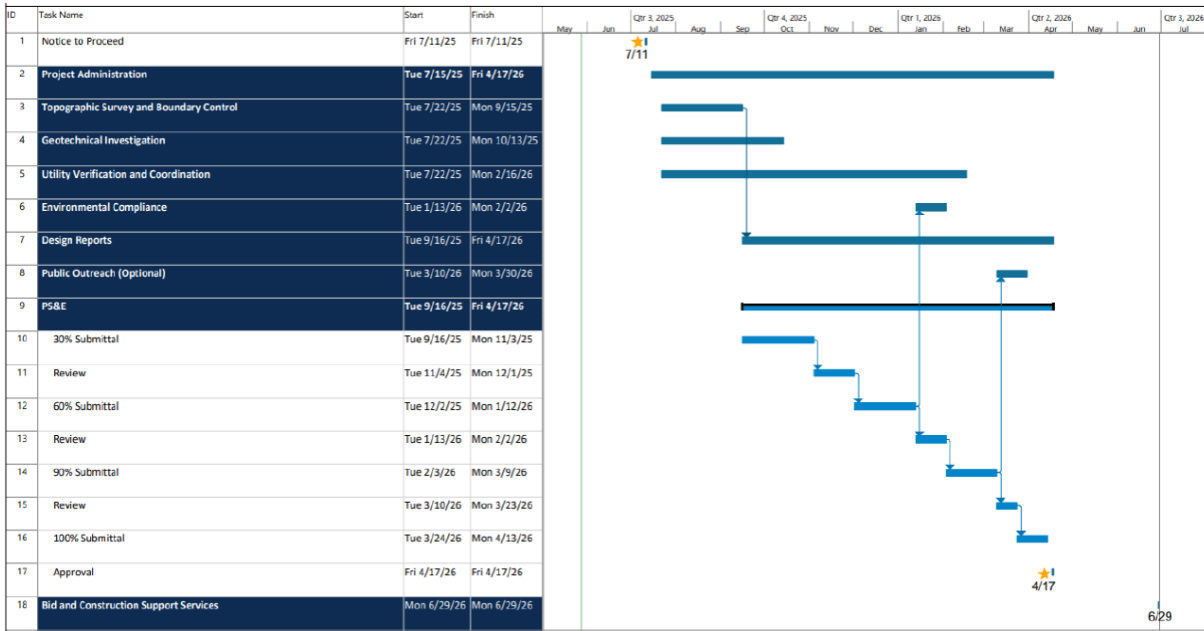
Special Conditions

The Riverside County Flood Control and Water Conservation District (District) and the City of Corona (City) signed three separate cooperative agreements, designating the City responsible to design and construct three separate storm drain segments, East Grand Boulevard Storm Drain (Project No. 2-6-10032), the South Victoria Avenue Storm Drain (Project No. 2-0-10046), and the South Joy Street Storm Drain (Project No. 2-0-10031).

EXHIBIT “B” SCHEDULE OF SERVICES

Consultant shall complete the Services within any reasonable time frames established by City’s Representative within the Term of this Agreement.

The dates provided in the schedule are subject to change pending issuance of the Notice to Proceed and remain at the discretion of the City’s Representative.



Michael Baker International

City of Corona
Downtown Drainage Improvements Project - Design, Preparation, and Construction Support
Schedule of Fees Worksheet - South Victoria Avenue

Task No.	Task Description	Project Manager	Design Project Manager	Graphic Manager	Technical Manager	Project Engineer	Design Engineer	Assistant Engineer	Senior Planner	Environmental Planner	Survey Manager	Project Engineer	Field Chain Person	Survey Project Manager	Michael Baker Intern	Michael Baker Fee	C Share	Vendor	Total Fee By Task
1.0	Project Administration	15	43	0	3	17	3	10	0	0	0	0	0	0	81	\$18,540	\$0	\$0	\$18,540
1.1	Kick-Off Meeting	1	1	0	0	1	0	0	0	0	0	0	0	0	3	\$655	\$0	\$0	\$655
1.2	Project Coordination Meetings (7 meetings)	7	14	0	0	14	0	0	0	0	0	0	0	0	35	\$7,490	\$0	\$0	\$7,490
1.3	Project Management	7	27	0	0	0	0	0	0	0	0	0	0	0	34	\$7,500	\$0	\$0	\$7,500
1.4	Project Research and Data Collection	1	1	0	3	2	3	10	0	0	0	0	0	0	19	\$2,855	\$0	\$0	\$2,855
2.0	Topographic Survey and Boundary Control	0	0	0	0	0	0	0	0	0	18	42	55	34	390	\$20,540	\$0	\$0	\$20,540
2.1	Metri Topographic Mapping	0	0	0	0	0	0	0	0	0	4	16	9	29	\$4,915	\$0	\$0	\$4,915	
2.2	Geometrica Topographic Survey	0	0	0	0	0	0	0	0	0	5	48	35	69	\$14,595	\$0	\$0	\$14,595	
2.3	Report Data Map Preparation	0	0	0	0	0	0	0	0	0	5	15	12	34	73	\$11,140	\$0	\$0	\$11,140
3.0	Construction Investigation	0	1	0	1	2	1	2	0	0	0	0	0	0	7	\$1,175	\$0	\$10,000	\$11,175
3.1	Construction Investigation	1	1	0	1	2	1	2	0	0	0	0	0	0	7	\$1,175	\$0	\$10,000	\$11,175
4.0	Utility Investigation and Coordination	5	14	0	0	34	41	20	0	0	0	0	0	0	89	\$24,915	\$1,270	\$0	\$26,185
4.1	Field Review	2	2	0	0	2	2	10	0	0	0	0	0	0	8	\$1,210	\$0	\$0	\$1,210
4.2	Utility Research and Coordination	2	2	0	0	0	0	0	0	0	0	0	0	0	30	\$4,150	\$0	\$0	\$4,150
4.3	Agreement Exhibits and Design Coordination Meeting	1	6	0	0	20	28	0	0	0	0	0	0	0	36	\$10,120	\$0	\$0	\$10,120
4.4	Portway EMIH	1	1	0	0	3	3	0	0	0	0	0	0	0	13	\$1,955	\$0	\$0	\$1,955
4.5	Portway S (Portway)	1	1	0	0	0	0	0	0	0	0	0	0	0	3	\$440	\$11,270	\$0	\$11,710
4.6	Utility Corridor Report	1	2	0	0	4	4	0	0	0	0	0	0	0	15	\$2,400	\$0	\$0	\$2,400
5.0	Environmental Compliance	0	0	0	0	0	0	0	5	10	0	0	0	0	15	\$2,580	\$0	\$0	\$2,580
5.1	CEQA/Emeryton Determination Memorandum and NOE	7	14	0	0	30	50	42	0	0	0	0	0	0	15	\$2,580	\$0	\$0	\$2,580
6.0	Design Reports	2	4	0	0	10	14	18	0	0	0	0	0	0	48	\$7,720	\$0	\$0	\$7,720
6.1	Hydrology Analysis	2	2	0	0	6	8	10	0	0	0	0	0	0	34	\$5,210	\$0	\$0	\$5,210
6.2	Hydrology Analysis	3	6	0	0	13	18	10	0	0	0	0	0	0	57	\$9,930	\$0	\$0	\$9,930
6.3	Preliminary Design Report (30%, 60%)	3	6	0	0	3	3	3	0	0	0	0	0	0	13	\$2,545	\$0	\$0	\$2,545
6.4	Final Design Report (90%, 100%)	2	2	0	0	5	5	20	0	0	0	0	0	0	15	\$2,580	\$0	\$0	\$2,580
7.0	50% Schematic	8	15	12	14	38	18	20	0	0	0	0	0	0	92	\$15,430	\$0	\$0	\$15,430
7.1	30% Design Change	6	10	10	14	28	18	14	0	0	0	0	0	0	10	\$2,250	\$0	\$0	\$2,250
7.2	30% Design Change	2	2	0	0	2	2	0	0	0	0	0	0	0	12	\$2,250	\$0	\$0	\$2,250
7.3	30% OADR	2	4	12	0	0	0	0	0	0	0	0	0	0	24	\$5,120	\$0	\$0	\$5,120
8.0	50% Schematic	10	20	12	46	78	40	40	0	0	0	0	0	0	192	\$44,630	\$0	\$0	\$44,630
8.1	50% Design Change	8	20	20	34	63	43	34	0	0	0	0	0	0	212	\$39,890	\$0	\$0	\$39,890
8.2	50% Construction and Estimate	2	2	0	0	0	0	0	0	0	0	0	0	0	14	\$2,050	\$0	\$0	\$2,050
8.3	50% Specifications	4	4	0	0	0	0	0	0	0	0	0	0	0	14	\$2,170	\$0	\$0	\$2,170
9.0	50% OADR	2	4	12	0	0	0	0	0	0	0	0	0	0	24	\$5,120	\$0	\$0	\$5,120
9.1	50% Design Change	3	27	27	6	29	59	29	20	20	0	0	0	0	175	\$32,730	\$0	\$0	\$32,730
9.2	50% Quantity and Estimate	6	18	0	2	2	5	18	0	0	0	0	0	0	70	\$21,730	\$0	\$0	\$21,730
9.3	50% Specifications	2	2	0	0	0	0	0	0	0	0	0	0	0	10	\$1,910	\$0	\$0	\$1,910
9.4	50% SWPPP	1	2	0	0	0	0	0	0	0	0	0	0	0	13	\$2,510	\$0	\$0	\$2,510
9.5	50% OADR	2	2	0	0	0	0	0	0	0	0	0	0	0	23	\$3,790	\$0	\$0	\$3,790
10.0	OPTIONAL: Public Outreach (See Optional Items Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
11.0	100% Schematic	4	20	4	20	15	10	5	0	0	0	0	0	0	78	\$15,225	\$0	\$0	\$15,225
11.1	100% Design Change and Final Check (100% packing)	7	10	0	0	22	0	14	0	0	0	0	0	0	79	\$15,225	\$0	\$0	\$15,225
12.0	Field and Construction Support Services	1	1	0	0	0	0	0	0	0	0	0	0	0	33	\$3,680	\$0	\$0	\$3,680
12.1	Pre-Set Meeting	1	1	0	0	0	0	0	0	0	0	0	0	0	2	\$450	\$0	\$0	\$450
12.2	Field PFA (2)	1	2	0	0	0	0	0	0	0	0	0	0	0	5	\$840	\$0	\$0	\$840
12.3	Construction Meetings	2	5	0	0	0	0	0	0	0	0	0	0	0	7	\$1,620	\$0	\$0	\$1,620
12.4	Construction PFA (4)	2	2	0	0	0	0	0	0	0	0	0	0	0	15	\$2,960	\$0	\$0	\$2,960
12.5	Hardware Schematic and Shop Drawing Review	2	2	0	0	0	0	0	0	0	0	0	0	0	12	\$1,950	\$0	\$0	\$1,950
12.6	Report Drawings	1	1	0	0	0	0	0	0	0	0	0	0	0	11	\$1,970	\$0	\$0	\$1,970
SUBTOTAL HOURS AND FEE		65	143	34	112	255	191	189	5	19	18	42	56	34	375	\$29,230	\$1,270	\$10,000	\$40,500
TOTAL HOURS AND FEE		\$19,800	\$35,000	\$1,500	\$22,400	\$45,675	\$11,915	\$22,280	\$1,200	\$1,200	\$3,600	\$13,540	\$4,680	\$4,425	\$1,000	\$29,230	\$1,270	\$10,000	\$40,500
OTHER DIRECT COSTS - MATERIALS/INSTRUMENTATION																			\$10,000
TOTAL HOURS AND FEE																			\$50,500
2.0	Title Report Review	1	3	1	0	8	0	8	0	0	5	12	0	0	39	\$6,430	\$0	\$1,317	\$10,147
3.2	Private Utility Locater										6	12		20	38	\$5,840	\$0	\$250	\$6,390
3.3	Plan and Specification Review Services														0	\$0	\$0	\$67	\$67
10.1	Public Outreach	1	3	1	0	6	0	6	0	0	6	12	0	0	21	\$3,590	\$0	\$0	\$3,590
TOTAL HOURS AND FEE		\$300	\$600	\$250	\$0	\$1,405	\$0	\$2,810	\$0	\$0	\$1,200	\$2,400	\$0	\$2,800	\$6,400	\$0	\$0	\$1,317	\$10,147

Michael Baker International

City of Corona
Downtown Drainage Improvements Project - Design, Preparation, and Construction Support
Schedule of Fees Worksheet - South Joy Street

Task No.	Project Manager	Design Project Manager	Admin Manager	Vehicle Manager	Project Engineer	Design Engineer	Assistant Engineer	Assistant Engineer	Environmental Planner	Survey Manager	Project Engineer	Field Clerk	Survey Project	Material Estimator	Material Staff Fee	C Show	Variable	Total Fee By Task
Total Overhead	15	42	0	3	15	3	18	0	0	0	0	0	0	88	\$1,270	\$0	\$0	\$1,270
10 Project Administration	1	1	1	1	1									3	\$65			\$65
11 Kick-off Meeting	7	13			13									33	\$7,05			\$7,05
12 Project Coordination Meetings (7 meetings)	7	27												34	\$7,50			\$7,50
13 Project Management	1	1			3	1	3	10						19	\$2,50			\$2,50
14 Project Reason and Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0
20 Topographic Survey and Boundary Control	0	0	0	0	0	0	0	0	0	18	82	56	34	190	\$3,540	\$0	\$0	\$3,540
21 Local Topographic Surveys										4	15	9	3	29	\$435			\$435
22 Supplemental Topographic Survey										5	48	35	60	148	\$1,695			\$1,695
23.1 Record Data Map Preparation										5	19	13	34	71	\$1,045			\$1,045
24.1 Construction Finalization										2	8	5	8	23	\$375			\$375
31.1 Construction Progression	0	1	0	1	1	1	1	0	0	0	0	0	0	5	\$75			\$75
31.2 Utility Verification and Coordination	5	11	0	0	29	27	29	0	0	0	0	0	0	165	\$1,250	\$1,070	\$0	\$2,320
41.1 Field Review	2	2			2	3	10							5	\$370			\$370
42.1 Utility Reason and Coordination	1	5			16	26								25	\$350			\$350
43.1 Agreement Exhibits and Design Coordination Meeting	1	1			3	6								11	\$1,115			\$1,115
44.1 Permitting Exhibit	1	1			3	1								2	\$300			\$300
45.1 Permitting (3 permits)	1	1			3	6								11	\$1,175			\$1,175
46.1 Utility Control Report	0	0	0	0	0	0	0	0	0	5	10	0	0	15	\$2,300	\$0	\$0	\$2,300
50.1 Environmental Compliance Memorandum and VCE	5	12	0	0	27	48	20	0	0	0	0	0	0	141	\$2,345	\$0	\$0	\$2,345
60.1 Design Reports	1	4			10	13	15							44	\$7,015			\$7,015
61.1 Hydrology Analysis	2	2			8	10	13							33	\$4,950			\$4,950
62.1 Hydraulic Analysis	3	5			16	20	10							54	\$8,550			\$8,550
63.1 Preliminary Design Report (30% 60%)	1	1			3	5								10	\$1,600			\$1,600
64.1 Final Design Report (90% 100%)	1	1			3	5								10	\$1,600			\$1,600
70.1 30% Permitting	5	13	18	13	34	17	18	0	0	0	0	0	0	111	\$2,075	\$0	\$0	\$2,075
71.1 30% Design Drawings	5	8			26	17	13							62	\$1,425			\$1,425
72.1 30% Utility Load Estimates	1	4	15		8									23	\$4,200			\$4,200
73.1 30% O&M	1	4	15		8									23	\$4,200			\$4,200
80.1 60% Permitting	3	28	10	42	79	48	33	0	0	0	0	0	0	208	\$4,525	\$0	\$0	\$4,525
81.1 60% Design Drawings	0	8			33	66	40	33						208	\$3,670			\$3,670
82.1 60% Quantities and Estimate	1	4			3	6								12	\$2,300			\$2,300
83.1 60% Specifications	1	4			6	1								11	\$2,165			\$2,165
84.1 60% O&M	1	4	10		1									20	\$4,500			\$4,500
90.1 90% Permitting	4	22	5	28	46	26	26	0	0	0	0	0	0	159	\$2,870	\$0	\$0	\$2,870
91.1 90% Design Drawings	4	16			30	30	26	15						112	\$2,015			\$2,015
92.1 90% Quantities and Estimate	1	1			2	5								8	\$1,585			\$1,585
93.1 90% Specifications	1	3			4	4								12	\$2,300			\$2,300
94.1 90% Survey	1	1			2	6								20	\$3,140			\$3,140
95.1 90% O&M	1	1	5		5									7	\$1,750			\$1,750
100.1 OFFICIAL PUBLIC REVIEW (per official form shown)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0			\$0
110.1 100% Survey Drawings and Final Plans (30% 60%)	4	20	4	20	15	10	5	0	0	0	0	0	0	78	\$15,275	\$0	\$0	\$15,275
111.1 100% Survey Drawings and Final Plans (30% 60%)	4	20	4	20	15	10	5	0	0	0	0	0	0	78	\$15,275	\$0	\$0	\$15,275
120.1 100% Construction Support Services	5	10	0	0	17	0	12	0	0	0	0	0	0	49	\$4,325	\$0	\$0	\$4,325
121.1 Pre-Construction	1	2												3	\$420			\$420
122.1 Bid Review (2)	1	2												5	\$560			\$560
123.1 Construction Meetings	2	2												7	\$1,580			\$1,580
124.1 Construction Review (1)	1	2												12	\$2,710			\$2,710
125.1 Material Quantities and Shop Drawing Review	1	1			5	3								9	\$1,470			\$1,470
126.1 Record Drawings	1	1			5	3								10	\$1,795			\$1,795
REPRODUCTION AND FEE	56	116	29	147	268	182	172	5	10	18	82	56	34	1186	\$21,075	\$14,070	\$0	\$35,145
TOTAL HOURS AND FEE	\$16,000	\$33,200	\$7,250	\$27,400	\$42,750	\$24,000	\$20,400	\$1,150	\$1,200	\$2,000	\$13,940	\$4,200	\$4,420	\$22,275	\$14,070	\$0	\$0	\$36,345
OTHER INVOICES - MISCELLANEOUS REPRODUCTION																		\$10,000
Grand Total	1	3	1	0	6	0	0	0	0	6	12	0	29	57	\$1,400	\$0	\$0	\$1,400
24.1 This Report Review														20	\$3,040			\$3,040
24.2 Print and Utility Layout														0	\$0			\$0
24.3 Print and Specification Review Services														0	\$0			\$0
26.1 Photo Collection	1	3	1		5									19	\$3,290			\$3,290
TOTAL HOURS AND FEE	\$200	\$400	\$250	\$0	\$1,110	\$0	\$300	\$0	\$0	\$1,200	\$2,040	\$0	\$2,800	\$0	\$0	\$0	\$0	\$4,310

Michael Baker
INTERNATIONAL

City of Corona
Downtown Drainage Improvements Project - Design, Preparation, and Construction Support
Schedule of Fees Worksheet - East Grand Boulevard

Task No.	Task Description	Project Manager	Design Project Manager	Quality Manager	Technical Project Engineer	Design Engineer	Assistant Estimator	Senior Estimator	Environmental Review	Survey Manager	Project Engineer	Field Clerk	Survey Assistant	Michael Baker Hours	Michael Baker Fee	C Bidder	Vendor	Total Fee by Task
1.0	Project Administration	13	48	0	2	13	15	2	0	0	0	0	0	42	\$14,285	\$0	\$0	\$14,285
1.1	Project Meeting	1	1	0	1	1	0	0	0	0	0	0	0	3	\$85	\$0	\$0	\$85
1.2	Project Coordination Meetings (6 meetings)	6	13	0	13	13	0	0	0	0	0	0	0	32	\$6,085	\$0	\$0	\$6,085
1.3	Project Management	6	25	0	0	0	0	0	0	0	0	0	0	32	\$7,000	\$0	\$0	\$7,000
1.4	Project Review and Data Collection	0	0	0	2	1	1	2	0	10	0	0	0	15	\$2,115	\$0	\$0	\$2,115
2.0	Topographic Survey and Boundary Control	0	0	0	0	0	0	0	0	22	22	22	22	222	\$52,620	\$0	\$0	\$52,620
2.1	Acquire Topographic Mapping	0	0	0	0	0	0	0	0	6	6	6	6	34	\$5,610	\$0	\$0	\$5,610
2.2	Acquire Topographic Survey	0	0	0	0	0	0	0	0	6	6	6	6	54	\$15,950	\$0	\$0	\$15,950
2.3	Survey Data Map Preparation	0	0	0	0	0	0	0	0	10	10	10	10	54	\$14,520	\$0	\$0	\$14,520
3.0	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	44	\$14,520	\$0	\$0	\$14,520
3.1	Geotechnical Investigation	2	8	0	0	28	28	23	0	0	0	0	0	2	\$325	\$0	\$0	\$325
4.0	Utility Verification and Coordination	1	1	0	1	1	1	1	0	0	0	0	0	3	\$865	\$0	\$0	\$865
4.1	Field Review	1	1	0	6	6	6	10	0	0	0	0	0	25	\$3,830	\$0	\$0	\$3,830
4.2	Utility Research and Coordination	1	5	0	18	26	6	0	0	0	0	0	0	50	\$8,500	\$0	\$0	\$8,500
4.3	Alignment Details and Design Coordination Meeting	1	5	0	18	26	2	0	0	0	0	0	0	4	\$1,050	\$0	\$0	\$1,050
4.4	Utility Detail	1	1	0	2	2	1	0	0	0	0	0	0	1	\$120	\$0	\$0	\$120
4.5	Fielding (5 reviews)	1	1	0	3	3	5	0	0	0	0	0	0	10	\$1,425	\$0	\$0	\$1,425
4.6	Utility Detail Report	0	0	0	0	0	0	0	0	0	0	0	0	15	\$2,350	\$0	\$0	\$2,350
5.0	Environmental Compliance	0	0	0	0	0	0	0	0	0	0	0	0	15	\$2,350	\$0	\$0	\$2,350
5.1	CEQA Exemption Memorandum and NOE	4	12	0	36	48	39	0	0	0	0	0	0	15	\$2,350	\$0	\$0	\$2,350
6.0	Design Details	1	4	0	10	13	16	0	0	0	0	0	0	44	\$7,215	\$0	\$0	\$7,215
6.1	Hydrology Analysis	2	2	0	5	10	13	0	0	0	0	0	0	33	\$5,095	\$0	\$0	\$5,095
6.2	Hydraulic Analysis	2	5	0	16	20	10	0	0	0	0	0	0	53	\$8,050	\$0	\$0	\$8,050
6.3	Preliminary Design Report (50% 50%)	1	1	0	2	5	5	0	0	0	0	0	0	9	\$1,685	\$0	\$0	\$1,685
6.4	Final Design Report (90% 100%)	5	10	0	34	54	17	18	0	0	0	0	0	111	\$20,785	\$0	\$0	\$20,785
7.0	30% Design Drawings	5	5	0	13	25	17	13	0	0	0	0	0	62	\$14,435	\$0	\$0	\$14,435
7.1	30% Design Drawings	1	1	0	3	6	4	3	0	0	0	0	0	2	\$420	\$0	\$0	\$420
7.2	30% Grading and Civil Services	1	1	0	3	6	4	3	0	0	0	0	0	2	\$420	\$0	\$0	\$420
7.3	30% D/C	1	1	0	3	6	4	3	0	0	0	0	0	2	\$420	\$0	\$0	\$420
8.0	90% Construction	3	3	0	10	22	29	20	0	0	0	0	0	23	\$6,020	\$0	\$0	\$6,020
8.1	90% Design Drawings	0	25	0	43	79	50	30	0	0	0	0	0	230	\$41,250	\$0	\$0	\$41,250
8.2	90% Quantities and Estimate	1	4	0	3	6	1	0	0	0	0	0	0	12	\$2,250	\$0	\$0	\$2,250
8.3	90% Specifications	1	4	0	3	6	1	0	0	0	0	0	0	11	\$2,185	\$0	\$0	\$2,185
8.4	90% D/C	1	4	0	10	1	0	0	0	0	0	0	0	26	\$4,200	\$0	\$0	\$4,200
8.5	90% Materials	5	21	0	38	65	34	24	0	0	0	0	0	263	\$5,420	\$0	\$0	\$5,420
9.0	90% Construction	4	16	0	30	59	34	24	0	0	0	0	0	158	\$26,140	\$0	\$0	\$26,140
9.1	90% Design Drawings	1	1	0	2	5	5	4	0	0	0	0	0	8	\$1,255	\$0	\$0	\$1,255
9.2	90% Quantities and Estimate	1	2	0	2	5	5	4	0	0	0	0	0	11	\$2,125	\$0	\$0	\$2,125
9.3	90% Specifications	1	2	0	2	5	5	4	0	0	0	0	0	19	\$2,910	\$0	\$0	\$2,910
9.4	90% S/W	1	1	0	2	6	6	10	0	0	0	0	0	19	\$2,910	\$0	\$0	\$2,910
9.5	90% D/C	1	1	0	3	5	5	7	0	0	0	0	0	7	\$1,750	\$0	\$0	\$1,750
10.0	CONTRACTOR PUBLIC OFFICIAL (See Optional Items Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
11.0	100% Design Drawings and Final Check (100% package)	4	20	4	20	15	10	5	0	0	0	0	0	78	\$15,225	\$0	\$0	\$15,225
12.0	Final and Construction Support Services	3	8	0	0	17	0	0	0	0	0	0	0	2	\$4,045	\$0	\$0	\$4,045
12.1	Pre-bid Meetings	1	1	0	0	0	0	0	0	0	0	0	0	2	\$420	\$0	\$0	\$420
12.2	RFI (1)	1	1	0	0	0	0	0	0	0	0	0	0	2	\$300	\$0	\$0	\$300
12.3	Construction Meetings	1	5	0	0	0	0	0	0	0	0	0	0	6	\$1,300	\$0	\$0	\$1,300
12.4	Construction (1)	1	2	0	6	6	3	3	0	0	0	0	0	12	\$2,170	\$0	\$0	\$2,170
12.5	Material Submittal and Shop Drawing Review	1	1	0	6	6	3	3	0	0	0	0	0	9	\$1,470	\$0	\$0	\$1,470
12.6	Review Drawings	1	1	0	5	5	2	2	0	0	0	0	0	7	\$1,165	\$0	\$0	\$1,165
HISTORICAL WORK AND FEE		46	157	29	105	291	197	178	5	10	22	30	44	1059	\$22,919	\$11,270	\$9,599	\$43,520
TOTAL WORK AND FEE		\$14,800	\$71,048	\$7,250	\$52,000	\$33,025	\$23,205	\$21,280	\$1,150	\$1,200	\$4,400	\$15,200	\$17,720	\$28,199	\$14,500	\$11,270	\$9,599	\$115,500
OTHER DIRECT COSTS - MISC. SUPPLIES/PERMITS/CONTR.															\$28,199	\$11,270	\$9,599	\$48,520
OPTIONAL ITEMS		0	2	0	0	0	0	0	0	0	0	0	0	0	\$10,200	\$0	\$1,317	\$11,517
2.4	The Report Review													28	\$10,200	\$0	\$1,317	\$11,517
3.1	Private Utility Locator													0	\$7,790	\$0	\$550	\$8,340
3.3	Plan and Specification Review Services													0	\$0	\$0	\$550	\$550
10.1	Special Options		2											16	\$2,470	\$0	\$550	\$3,020
TOTAL WORK AND FEE		\$0	\$400	\$0	\$0	\$1,110	\$0	\$500	\$0	\$0	\$0	\$0	\$0	16	\$10,200	\$0	\$1,317	\$11,517

**EXHIBIT “D”
FUNDING REQUIREMENTS**

Funding for this Project is expected to be provided full or in part pursuant to Riverside County Flood Control & Water Conservation District Cooperative Agreements, 2-6-10032, 2-0-10031, and 2-0-10046 entered into between the City and the Riverside County Flood Control & Water Conservation District. Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to the above referenced funding agreements.