

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CWE
(DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES – STORM
DRAIN LINE 9A IMPROVEMENTS PROJECT, PROJECT NO. ST-2024-03, RFP 25-
065AT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 (“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 CWE, a California corporation with its principal place of business at 1561 East Orangethorpe Avenue, Suite 240, Fullerton, CA 92831 (“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 Storm Drain Line 9A Improvements project, project No. ST-2024-03 (“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 _____ to June 30, 2027 (“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:

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 Vik Bapna, Principal, 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*: [***INSERT AMOUNT - TYPICALLY \$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 Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services 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 Four Hundred Eight Thousand One Hundred Seventy-Eight Dollars (\$408,178.00) (“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 Services are 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 reuse 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:

CWE
1561 East Orangethorpe Avenue, Suite 240
Fullerton, CA 92831
Attn: Vik Bapna, Principal

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat 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]

CITY’S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CWE
(DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES – STORM
DRAIN LINE 9A IMPROVEMENTS PROJECT, PROJECT NO. ST-2024-03, RFP 25-
065AT)**

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

CITY OF CORONA

DocuSigned by:
By: Savat Khamphou
CB312E179B8E463...
Savat Khamphou
Public Works Director

Signed by:
Reviewed By: Javier Luna
3CFADDA0255E4F2...
Javier Luna
CIP Manager/Assistant City Engineer

DocuSigned by:
Reviewed By: Keegan Olds
489814FCC7854CD...
Keegan Olds
CIP Supervisor

Signed by:
Reviewed By: Ismael Rivera
4C45DEAAB42942E...
Ismael Rivera
Associate Engineer

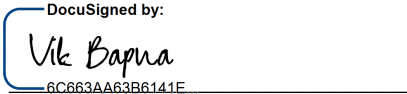
DocuSigned by:
Reviewed By: Yasmin Lopez
F8EF8E3186B4492...
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CWE
(DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES – STORM
DRAIN LINE 9A IMPROVEMENTS PROJECT, PROJECT NO. ST-2024-03, RFP 25-
065AT)

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

CWE
a California corporation

By: 
Vik Bapna
CEO

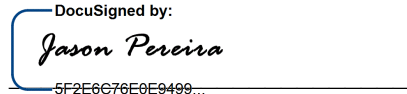
By: 
Jason Pereira
Secretary

EXHIBIT “A” SCOPE OF SERVICES

Task 1: Project Management

Consultant shall provide proactive management and coordination of project elements to expedite and help maintain the proposed design schedule. This includes active coordination with the City, RCFC&WCD, resource agencies, and team members as necessary to seek and obtain timely information to keep the project on schedule. At a minimum, project coordination will occur at the following milestones:

- ▶ Project Kick-off
- ▶ Design Review at the preliminary design level
- ▶ Design Review at the 60% design level
- ▶ Design Review at the 90% design level

Deliverables:

- Monthly progress reports submitted with monthly invoices
- Meeting agendas, meeting summaries, and project meeting action lists
- Project schedule updates

Task 2: Topographic Survey and Boundary Control

Consultant shall provide field work to prepare a Topographic Map for the project site. The limits of the topographic survey will be the immediate vicinity of the project within the public ROW and the improved roadways along the property frontage. The topographic survey will comprise of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 4-inches and larger in diameter, and visual utility infrastructure. Consultant shall obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval. Field survey includes cross-sections of the road corridors every 50 feet, with smaller intervals at intersections with planned improvements.

Mapping – Consultant shall produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy. The mapping is anticipated to be

compiled at 1” = 20’ and will also indicate individual spot elevations at various locations throughout the site. Consultant’s survey team shall take a series of photographs for future reference and documentation of current field conditions encountered during the time of survey. The vertical control for the survey will be tied to the NAVD88, and the horizontal location and rotation of the mapping is anticipated to be on NAD83. Pothole locations will be provided as part of the Utility Coordination task.

Deliverables:

- Electronic copy of original field surveys in AutoCAD
- Base map topography in electronic PDF format

Task 3: Utility Coordination

Utilities Research - Consultant shall prepare utility notification letters (preliminary, First Notification, and Final Notification) and request as-built plans from utility agencies including, but not limited to: water, electric, gas, telephone, cable, TV, and other applicable utility.

Utility Locating – Consultant shall perform up to six (6) utility potholes including traffic control and City/County no-fee permit. Consultant’s standard pothole is 12” x 12” , performed to the top of pipe or encasement with sand backfill and a permanent surface patch. Consultant shall coordinate with the City to determine the locations where potholing is required to determine crossing information. Consultant shall coordinate to have a City Engineer onsite during utility potholing in the field. Consultant shall prepare a pothole location map to identify the required pothole locations in the field. Consultant’s proposal includes a total ‘Not to Exceed’ fee for boring services and overhead rate as a separate subtask item in the fee proposal.

Utility Relocation Coordination - Consultant’s design team will take the lead in coordinating with utility companies for the relocation of their facilities, with the assistance of the City, if relocation is determined to be required.

Existing Utilities Base Map – Consultant shall produce an existing utilities base map in CAD format to be used on the design plans.

Deliverables:

- Utility Notification Letters and matrix log of interactions/communications
- Utility Potholing Location Map
- Final pothole report (one hard copy and pdf electronic format)
- Existing Utilities Base Map
- Utility conflict report with exhibits
- Utility relocation plans and costs (if needed)
- Review of utility company prepared relocation plans (assume 20 hrs)

Task 4: Regulatory Compliance

Mitigated Negative Declaration

Consultant shall develop a MND under CEQA for the proposed project. Consultant shall also prepare a MMRP based on the mitigation measures identified in the MND. Consultant assumed that the Draft MND will be reviewed by the City staff. Consultant anticipates making one revision to incorporate the City comments in the draft MND to prepare it for public review.

The City will be the lead agency. The MND will be prepared per CEQA Section 15063 and 15070. The CEQA document will be based on the premise that land use will not be changed because of the Project and current conditions, such as long-term air quality, water quality, or other local environmental impacts are not expected to be altered by the Project. The presence of cultural resources will be assessed under the subtask below and information from those studies will be incorporated into the documentation as part of this task. A preliminary biological assessment was performed, and it is determined a biological study for endangered species is not needed.

To evaluate the potential impacts, Consultant shall take the following steps:

- ▶ Complete the studies indicated in this task.
- ▶ Complete the project description for the evaluation of short-term impacts during construction and long-term impacts after project completion
- ▶ Complete the Initial Study (IS) checklist used by the City. Describe the mitigation measures for short-term construction impacts. The impacts may require Tier III construction equipment, limiting operating hours, complying with the Construction General Permit (CGP) for stormwater runoff, and other standard construction impact mitigation measures. Mitigation for long-term impacts is not anticipated.
- ▶ Complete the Notice of Determination (NOD) for the City to certify the project as a MND.

The MND will be circulated for a 30-day public review. Consultant shall prepare public notices, response to comments, final MND, and the NOD. Consultant assumed that the City as the lead agency, will distribute notices and documents, and will pay filing fees, which are not included in the fee proposal.

Deliverables:

- Draft and Final MND, NOD, response to comments, and certification in electronic (PDF) format.

Environmental Studies

Consultant’s project design team has identified the following studies as being necessary to support the CEQA and environmental permitting processes:

Cultural Resources Study: Consultant shall complete the following for the Cultural Resources Study:

Record Search: Consultant shall conduct a Cultural (archaeological and historical) resources review, and a literature search of the Project area and a 0.5-mile buffer through the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton, to determine if previously recorded resources exist in the Project area. The objectives of this search are to:

- ▶ Establish the status and extent of previously recorded sites, surveys, and excavations in and immediately adjacent to the Project area
- ▶ Note what type of sites might be expected to occur in the Project area

Field Survey: Consultant will conduct a systematic on-site pedestrian survey to determine the presence of resources. Previously recorded sites will be checked in the field, and the existing State Department of Parks and Recreation (DPR) Series 523 forms will be updated, as applicable. The accuracy of this field survey is dependent on ground visibility.

Letter Report of Findings: A cultural resources report will be produced and be consistent with CEQA requirements and in a format acceptable to the City and California DWR. The report will include a project description, cultural setting, methods, results, and recommendations sections.

Deliverables:

- Draft and Final Cultural Resources Technical Memorandum in electronic (PDF) format in electronic (PDF) format.

Stormwater Pollution Prevention Plan (SWPPP)

The area of soil disturbance within the Project site may be greater than one acre and require coverage under the CGP. Consultant shall prepare (if needed) a 90% SWPPP using the template provided by the City. The SWPPP will need to be revised once the City has selected a construction contractor to include contractor information, which is unknown during design. The erosion control plans prepared for inclusion in the SWPPP will be included in the design plan package. It is assumed that the City will provide the contractor information including the QSP. Consultant shall assist the City with uploading the SWPPP to the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System (SMART) to obtain the Notice of Intent and Waste Discharge Identification (WDID) number for the project.

Deliverables:

- 90% SWPPP in electronic (PDF) format (one [1] hard copy and one [1] electronic PDF copy). Consultant shall revise the design package based on comments received from the City.

Task 5: Geotechnical Investigation

Consultant shall provide geotechnical engineering recommendations for the design and construction of the proposed storm drain project. Consultant’s proposal includes six (6) 15-foot deep borings along road corridor (Magnolia Avenue, Kellogg Avenue to Mt Wilson). Consultant’s proposal includes a total ‘Not to Exceed’ fee for boring services and overhead rate as a separate subtask item in the fee proposal.

Upon completion of the field exploration, Consultant’s project engineer shall review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork. The anticipated laboratory testing may include the following:

- ▶ Water content
- ▶ Unit dry weight
- ▶ Grain size analysis
- ▶ Hydrometer
- ▶ Atterberg limits

- ▶ Direct Shear
- ▶ Corrosivity Analyses – pH, Sulfates, Chloride Ion, Electrical Resistivity
- ▶ R-Value
- ▶ Sand Equivalent
- ▶ Consolidation test

Results of Consultant’s field and laboratory programs shall be evaluated by a professional engineer registered in the state of California. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project. Consultant assumed only one report shall be prepared. If other agencies require a separate report, additional fees will be requested.

- ▶ Site Location and Exploration Plans
- ▶ Boring logs with field and laboratory data
- ▶ Stratification based on visual soil (and rock) classification
- ▶ Groundwater levels observed during and after the completion of drilling (if encountered)
- ▶ Subsurface exploration procedures
- ▶ Description of subsurface conditions
- ▶ Earthwork recommendations including site/subgrade preparation
- ▶ Estimated settlement of foundations
- ▶ Lateral earth pressure and shoring recommendations
- ▶ Recommendations for design and construction of structures and pavements
- ▶ Corrosivity test results

Deliverables:

- A draft report summarizing the scope of work, findings and recommendations will be submitted to the City and RCFC&WCD for review and comments in searchable PDF format. The City and RCFC&WCD comments will be incorporated, and two (2) copies and one (1) searchable PDF format of the final geotechnical report will be submitted to the City. Hard copy reports will be wet signed and sealed by a licensed geotechnical engineer.

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

Plans and engineers estimate, and hydrology/hydraulics study at 30% level to submit to City and RCFC&WCD for approval as required. Calculations will conform to the methods described in the District Hydraulic Design Manual. This will include Catch Basin Hydrology and Preliminary Design as follows:

Catch Basin Hydrology:

- ▶ Prepare hydrology study for preliminary sizing of proposed inlets/catch basins.
- ▶ The 10-year and 100-year Rational Method hydrology calculations will be completed, together with street flow capacities to determine proposed inlet/catch basin locations.

Mainline Alignment and Profile (PE):

- ▶ Prepare mainline horizontal alignment and profile plots for the complete length of the project. Project mainline and lateral alignments will be plotted on design mapping to a scale of 1”= 20’ with offsets to roadway centerline and property lines dimensioned. Profile will show enough

detail to allow an understanding of how the project will accommodate vertical constraints, major utilities and outlet conditions.

- ▶ Plan profile view will include the storm drain hydraulic grade line (HGL). The hydraulics for the Mainline/Laterals will utilize the mainline/lateral flow rates identified in hydrology report and backup, and the junction locations and estimated sizes determined by the Catch Basin Hydrology and preliminary design. Confirm boundary condition assumptions (U/S and D/S controlling water surfaces, etc).

Connector Pipes and Inlet Design:

- ▶ Catch Basin lengths and locations will be determined and compared to design topographic mapping to identify space constraints. Ponding depths and flow-by rates will be determined, with flow-by values being added to the next downstream catch basin depending upon street carrying capacity.
- ▶ Prepare preliminary horizontal alignments for connector pipes, including estimated sizes. These horizontal alignments will be used to help identify if/where potential conflicts may exist (for utility coordination), and where junctions with the mainline will be located.

Outlet and Other Detail Design:

- ▶ Preliminary design of connections to existing 54-inch RCP storm drain along Magnolia Avenue.
- ▶ Assess five (5) street intersections for up to thirteen (13) ADA accessible curb ramps. The southeast and southwest corners of Magnolia Avenue and Kellogg Avenue intersection (3), Fullerton Avenue and Magnolia Avenue (4), Forum Way and Magnolia Avenue (2), Silktree Place and Magnolia Avenue (2), and Mt Wilson and Magnolia Avenue (2). ADA ramps will be drawn in plan layout at a scale of 1" = 10' unless otherwise directed by the City.

Utility Relocation Plans:

- ▶ Utility conflicts will be determined at preliminary design level and subsequent relocation plans will be requested from utility companies.
- ▶ If utility companies require relocation plans to be performed by the City, Consultant shall provide relocation plans under an "as needed" task. If utility companies provide relocation plans, Consultant shall provide up to 20 hours for a review of the plans on a time and materials basis.

Deliverables:

- Catch basin hydrologic calculations, hydrologic map/exhibit depicting catch basin locations, flow capture and bypass, and street capacity.
- 30% Construction drawings in pdf electronic format
- 30% Preliminary Engineers Estimate in pdf electronic format.
- Draft H&H study

Complete 60% Design Level

Consultant shall build on the 30% design and subsequent review to develop 60% plans, specifications, engineers estimate to submit to City and RCFC&WCD for approval, as required. 60% submittal will consist of the following:

- ▶ Finalize the geometric and hydraulic design and profiles for catch basins, and connector pipes based on potholing information and field confirmation of compatibility with existing conditions.
- ▶ Based upon plan information and pothole results, utilities that are in conflict will be identified. Preliminary utility relocation designs will be incorporated into the storm drain plans where applicable.

- ▶ ADA ramps, Paving and Traffic Plans: The limits for street improvements will be determined and shown on the plans. Pavement sections will consider the potential for construction traffic damage to existing roads. The traffic control/closure plans will be developed and shown as separate plan sheets.
- ▶ The 30% plans will be adjusted according to the results of the meeting with City/County. 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 RCFC&WCD pay items. Include title sheet, index map, detail sheets, connector pipe profile sheets, proposed street improvement, and traffic control sheets.

Deliverables:

- 60% design plans in electronic PDF format
- 60% Preliminary Engineer’s estimate in electronic PDF format
- 60% Construction Specifications Special Provisions, electronic submittal in MS Word format
- Final Hydrology and Hydraulics Report in electronic PDF format

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

Upon substantial completion of the Preliminary Design Phase Base Services, Consultant shall begin the Final Design PS&E Phase. This phase of the project will include the following tasks:

Complete 90% Design Level

Prepare plans, specifications, and engineers estimate incorporating review comments and changes for submittal to City and RCFC&WCD for approval as required. 90% plan submittal will consist of the following:

- ▶ 90% Stormwater Pollution Prevention Plan: Prepare SWPPP in accordance with the requirements of the CGP.
- ▶ 90% Cost Estimate Verification: Update the project cost estimates to reflect project elements and to be consistent with the draft specifications.
- ▶ 90% Plan Engineering: Plan and profiles will be finalized, and D-load values will be added to the plans. Structural details will be prepared for non-standard structures and deep structures added to the plans. Pay lines will be clearly delineated. Finalize traffic control plans. Required sheets for the project must be complete with the 90% submittal. Verify that sheets have the appropriate signature blocks and that the correct signatory from the various agencies are identified.
- ▶ 90% Specifications: 60% Draft specifications will be advanced further based on review comments and the further development of the design plans and estimates.

Deliverables:

- 90% Construction drawings (electronic submittal, one full format PDF and CAD)
- 90% Preliminary Engineers Estimate in pdf electronic format.
- 90% Construction Specifications Special Provisions, electronic submittal in MS Word format
- 90% SWPPP
-

Complete 100% Design Level Ready-to-List

Final plans, specifications, estimates, studies, reports for final approval from various agencies. Review and incorporate specifications recommended by the City and RCFC&WCD. Obtain and include the specification title sheet and required appendices (such as the Project Sign, Soils Borings, etc.). Double check that bid items match specifications exactly and are reflected on the plans.

Deliverables:

- Final signed and stamped design plans, in PDF format
- Final Bid Specifications Special Provisions, electronic submittal in MS Word format
- Final Engineers Estimate in PDF electronic format.
- Final Hydrology and Hydraulics Report
- Final SWPPP
- Post Development Water Quality Management Plan (WQMP) (If needed)

Task 7.5: Signing and Striping Plans (Optional Task)

Consultant understands the City may require a revised signing and striping layout for the project reach. Included in this task are Signing and Striping Plans at a horizontal scale of 1" = 40'. This plan will comply with City Standards, City Ordinances, Caltrans Standards, the Standard Specifications/Plans for Public Works Construction (SPPWC or Greenbook), the current California Manual on Uniform Traffic Control Devices (CA MUTCD), and the Caltrans Highway Design Manual (if applicable.) Areas of grind and overlay will be included on plan of the signing and striping sheet.

Deliverables:

- 60%, 90%, and Final signed and stamped Signing and Striping plans, in PDF format
- Additional signing and striping related bid items to be included in the 60%, 90%, and Final Bid Specifications Special Provisions, electronic submittal in MS Word format
- Additional signing and striping related Bid Items to be included in the 60%, 90%, and Final Engineers Estimate in PDF electronic format.

Task 8 and 9: Bid/Construction Support

During bidding, Consultant shall provide interpretation and consultation regarding questions and/or requests for clarification of the plans and specifications. Consultant shall assist and support the City by taking the lead in preparing bid addenda as required to provide clarification to contract documents and responses to RFI and Requests for Clarifications (RFC). This task includes attendance of a pre-bid meeting by Consultant's Project Manager.

RFIs and submittals received from the Contractor during construction, will be addressed and responded to via email by Consultant's Project Manager and will be returned to the City/Contractor in a timely manner, typically within ten (10) working days, depending on the complexity of the issue. For budgeting purposes, Consultant has assumed reviewing up to ten (10) submittals and ten (10) RFIs, and one (1) pre-bid site visit. In addition, Consultant shall provide a recommendation of approval or denial as to Contractor's opinion of whether the RFI/submittal response warrants a change order to the Contractor.

Consultant shall assume eight (8) meetings to be included in this task. One of the meetings shall be for the pre-construction conference, and one meeting will be pre-pre-construction (Consultant and City only). Consultant shall also develop final as-built drawings based on the contractor's field markups and submit them to the City.

Deliverables:

- Final signed and stamped design plans, in PDF format
- Up to three (3) addenda. Log of questions and responses during advertisement. Conformed documents (PS&E).
- Review of one (1) change order request.
- Answer up to ten (10) RFIs and review up to ten (10) submittals.
- Attendance at eight (8) bid/construction meetings.
- One pre-bid site visit

Assumptions

- ▶ All encroachment permits fees etc. will be paid by the City and will be issued to the Consultant at no cost.
- ▶ It is assumed that if traffic control is required for potholing the geotechnical field work, the permits will be issued as "No Fee" permits.
- ▶ Post Development WQMP effort is not included in this scope. If the City deems a WQMP is needed, Consultant shall discuss a scope and fee for this effort during the kick-off meeting, and a task shall be developed on an as needed, "not to exceed" basis.
- ▶ Project Management includes meetings and coordination that spans across project milestones of the project, and man hours are reflected as such for the Consultant's Project Manager.
- ▶ Some meetings may be virtual and travel time and mileage have not been included for these meetings.
- ▶ Consultant expect the site, and all exploration locations, to be accessible with Consultant's track-mounted drilling equipment.
- ▶ Owner to provide title report, chains of title etc. for boundary and easement mapping.
- ▶ Consultant accounts for City/County review periods of 4 weeks for the 30%, 3 weeks for 60% and 2 weeks for 90 and 100% milestone submittals in the proposed project schedule.
- ▶ QSD required inspections are not part of the scope above.
- ▶ The City's grading permit will be acquired by the Construction Contractor.
- ▶ Utility notification letters will be on City letterhead, to be provided by the City.
- ▶ Signing and striping plans are included as an optional task.
- ▶ No traffic or pedestrian signal design/revisions included as part of the scope.
- ▶ Pavement rehabilitation limits and spot repairs along the roads (if needed) will be shown on the storm drain plan and profile sheets.

- ▶ Hot patch for pothole activities such as geotechnical exploration and utility location are expressly excluded from this scope. If required, this will be considered a change, and a fee for this effort will be provided upon request.

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.

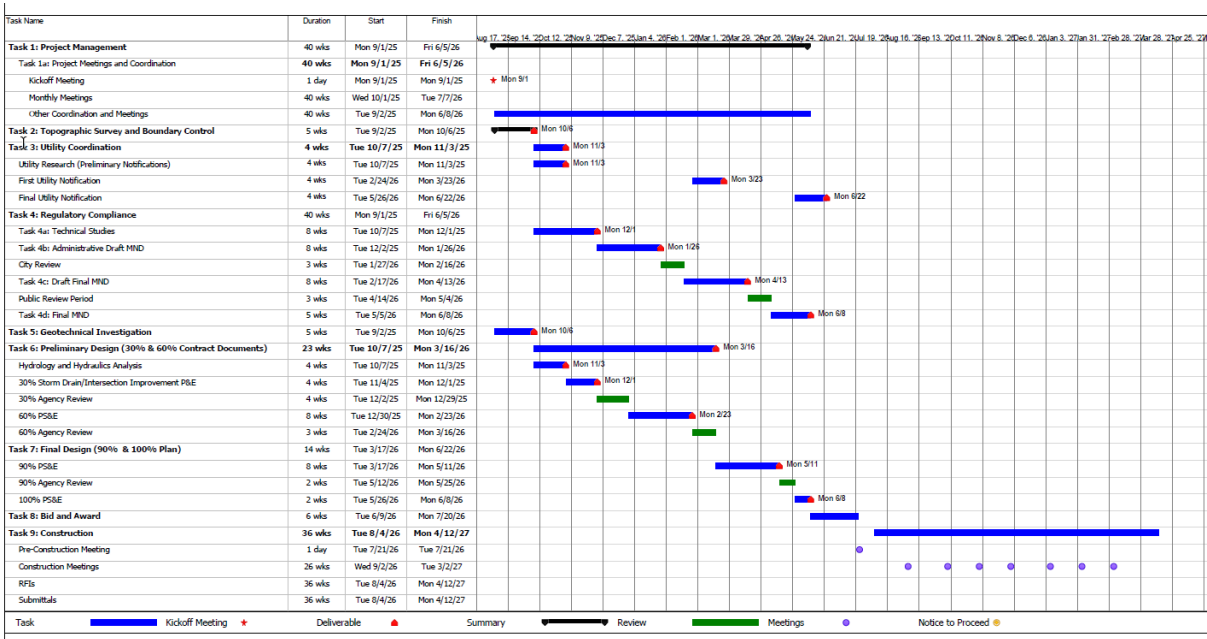


EXHIBIT "C" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

City of Corona SD Line 9A Improvements
Professional Service Fee - Exhibit "C" Compensation
Updated by CWE on 08/25/2025

Task	Total	Sr. Project Manager	Technical Manager	Task Leader	Senior Engineer	Staff Engineer	Assistant Engineer	Env Analyst	Licensed Surveyor	GIS Specialist	CADD Designer	Mileage	Subconsultant	Subconsultant
1 Project Management	\$10,192													
1.2 Meetings	\$6,888	18					10					36		
1.3 Coordination	\$11,204	36												
2 Topographic Surveys and Boundary Control	\$29,452		4						116		20			
3 Utility Coordination	\$16,874		3	8			36							\$9,840
4 Regulatory Compliance	\$47,830													
4.1 Technical Studies	\$8,340		3											\$7,590
4.2 MND	\$39,490	10		50				180						
5 Geotechnical Investigation	\$25,168	2			4									\$23,760
6 Preliminary Design (30% and 60%)	\$135,286													
6.1 Hydrology Analysis	\$4,938		2	6		12				8				
6.2 Hydraulic Analysis	\$6,738		2	6		24				8				
6.3 Preliminary Utility Relocation Plans (If Needed)	\$9,780		4				20				60			
6.4 30% Plans and Estimates	\$53,262	8	20		52	80	90				120			
6.5 Draft H&H Study	\$7,206		4		10		36							
6.6 60% Plans, Specifications, and Estimates	\$53,262	8	20		52	80	90				120			
7 Final Design (90% and 100%)	\$82,266													
7.1 90% Plans, Specifications, and Estimates	\$53,262	8	20		52	80	90				120			
7.2 100% Plans, Specifications, and Estimates	\$17,876	4	12		20	20	24				36			
7.3 90% SWPPP	\$6,788													
7.4 Final H&H Study	\$4,340		3		6		20	36						
8 Bid/Construction Support	\$23,889													
8.1 Pre-bid Meetings	\$2,249	7										72		
8.2 RFI/Addenda	\$6,266			26										
8.3 Construction Meetings	\$2,512	8												
8.3 Submittals	\$6,390	5		20										
8.4 Record Drawings	\$6,472	2	6			12					24			
Total Fee and Hours	\$378,957	116	103	124	196	308	416	216	116	16	500	\$76	\$31,350	\$9,840
7.5 Signing and Striping PS&E (60%, 90%, Final)	\$29,221	4	18		20	25	40		25		50			
Optional Task Total Fee and Hours	\$29,221	218	224	248	412	641	862	432	257	32	1050	\$103	\$62,700	\$19,680

All Direct Expense Costs are billed at Cost + 10%