

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH XYLEM DEWATERING SOLUTIONS, INC.,
DBA WACHS WATER SERVICES
(MAINTENANCE AND EXERCISING SERVICES FOR VALVE ASSESSMENT -
WATER VALVE AND HYDRANT ASSESSMENT PROJECT)**

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 Xylem Dewatering Solutions, Inc., dba Wachs Water Services, a New Jersey corporation with its principal place of business at 84 Floodgate Road, Bridgeport, NJ 08014 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **maintenance and exercising services for valve assessment** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Water Valve Assessment and Hydrant Services project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA

Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 **maintenance and exercising services for valve assessment** or other general 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. Contractor 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 3.5.8 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Tom Moody, 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 Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Todd Huffman, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor 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; Contractor. By executing this Agreement, Contractor 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 Contractor. Contractor 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. Contractor 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. Contractor 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 Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants 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 Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor 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. Contractor 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 Contractor, its subcontractors, or others for whom Contractor 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 Contractor commences any Services under this Agreement, Contractor 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. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors 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 Contractor 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. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 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 per accident for bodily injury or disease.

3.2.10.3 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 Contractor, 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 Contractor'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 Contractor.

(C) All Coverages. If Contractor 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 Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor 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 Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor'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 Contractor. Contractor 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. Contractor 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 Contractor. Contractor 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.

3.2.10.5 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, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 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 Contractor 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.

3.2.10.7 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.

3.2.10.8 Verification of Coverage. Contractor 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 Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 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. Contractor 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 Contractor 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 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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. Contractor 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 Six Hundred Thousand Dollars (\$600,000) ("Total Compensation") per fiscal year 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors 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 contractor or subcontractor 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. Contractor 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 Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor 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, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor 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, Contractor 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 Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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 General Provisions.

3.5.1 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:

Contractor:

Xylem Dewatering Solutions, Inc.,
dba Wachs Water Services
84 Floodgate Road
Bridgeport, NJ 08014
Attn: Todd Huffman, Vice President

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, Utilities Department

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.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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 Contractor'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 Contractor. Contractor'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.

3.5.3 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor 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. Contractor 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 subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.9 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.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 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.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.13 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.

3.5.14 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.

3.5.15 Authority to Enter Agreement. Contractor 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.

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

3.5.17 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
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH XYLEM DEWATERING SOLUTIONS, INC.,
DBA WACHS WATER SERVICES
(MAINTENANCE AND EXERCISING SERVICES FOR VALVE ASSESSMENT -
WATER VALVE AND HYDRANT ASSESSMENT PROJECT)**

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

CITY OF CORONA

By: _____
Tom Moody
Utilities Director

Reviewed By: 
Katie Hockett
Assistant Utilities Director

Reviewed By: 
Yasmin Lopez
Purchasing Manager

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

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH XYLEM DEWATERING SOLUTIONS, INC.,
DBA WACHS WATER SERVICES
(MAINTENANCE AND EXERCISING SERVICES FOR VALVE ASSESSMENT -
WATER VALVE AND HYDRANT ASSESSMENT PROJECT)

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

XYLEM DEWATERING SOLUTIONS, INC.,
DBA WACHS WATER SERVICES
a New Jersey corporation

By: Signed by:
Todd Huffman
D83C26E2C2D14E9...

Todd Huffman
Vice President

By: Signed by:
Robert Barlett
9564925A5C454C1...

Robert Barlett
Secretary

EXHIBIT "A" **SCOPE OF SERVICES**

Contractor 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 water valve assessment services necessary for the Project. The Services are more particularly described herein.

Contractor will utilize the City's current water distribution maps and GIS for the project area, locating all water distribution assets (mainline valves and fire hydrant isolation valves and fire hydrants) using the following guidelines:

- Contractor will search for all assets visually using the maps provided.
- Contractor will search for water assets shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- If the asset cannot be located after searching for fifteen minutes, it will be identified in the database as "CANNOT LOCATE", documented as a work order, creating a mapping grade GPS position at the location where searched and otherwise treated as a standard assessment.

Each water distribution asset record will be identified by its corresponding City's identification number. In cases where Asset ID's are not available, Contractor will create a temporary asset identification number that will be agreed upon before field operations commence.

The valve cover shall be removed by Contractor in order to access the valve. If, after attempting to remove the valve cover, it is clear that the cover is "stuck" the cover will be broken, the valve accessed, and the cover replaced. Covers will be provided by the City.

Contractor will clear obstructing plant growth (weeds, grass) from an area two feet surrounding the base of the fire hydrant prior to operating.

Contractor will vacuum out debris or pump out water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. In every case the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service Contractor must provide a vacuum and water pump with every work crew. The City will provide a location for discarding materials vacuumed out of the valve structures.

Contractor will execute a visual inspection of the asset. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. At the project start up Contractor will review a detailed list of observations (i.e. attribute data) to be made and collected at valve and hydrant assets during this program.

Contractor will be required to operate all assets – valves and hydrants – fully exercising them and performing minor work order repairs while making numerous observations about the condition, operability and functionality of each asset. Observations are to be meticulously documented electronically while linking them directly to earth coordinates via GPS. Due to the potential condition or deterioration of assets that may or may not have been maintained, Contractor will not be held liable for any assets that fail or break or the consequences of such failures during the operating procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the City.

Contractor will mechanically test; pressure test and flow test each fire hydrant. The mechanical inspection includes removing, greasing and replacing all caps, slowly opening and bleeding the air out of the fire hydrant pressurizing the barrel at full system pressure and noting discrepancies. The mechanical inspection also includes performance of all valve activities (as noted in other sections of this scope) on the hydrant isolation valve.

The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure recorded. The flow test will be conducted by opening the cap, affixing a diffuser, slowly opening the fire hydrant to the full open position observing velocity pressure (pitot pressure) and residual pressure on the same hydrant.

At this time the fire hydrant will be slowly closed, drainage of the fire hydrant will be observed, caps will be replaced and the area will be fully restored. If obstructed, Contractor will remove the operating rod assembly and clean the drain mechanism. The specific operational testing information to be documented is noted in the documentation section.

Contractor will exercise each valve a minimum of two full cycles and operations and exercising will continue until operating torque stabilizes without measurable decreases and valve turn count stabilized without measurable increases. Exercise is defined as a full cycle, from open to shut to open again. All valves will be exercised at the lowest operational torque. More explicitly, torque will be reduced immediately following initial movement of the valve to the lowest foot-pound required to continue moving the valve.

Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint.

All the water assets encountered in this program are to be GPS mapped within sub-meter accuracy. Attribute data will be delivered in a geodatabase feature class compatible with the City's existing data schema. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. Contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with the City
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP): < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- .cor File Name
- X-coordinate
- Y-coordinate

Data will be documented at each asset and will be agreed upon in advance of work startup with the City.

FIRE HYDRANTS

- Physical data
 - Asset ID number, map number, fire hydrant size, manufacturer, year, fire hydrant discrepancies (such as missing caps, misaligned nozzles, rounded operating nuts, paint condition, document leak sounds and additional physical information as necessary).
- Location data
 - GPS position and coordinate data items as noted above
- Operational data
 - Turns to fully open, open direction, observed leakage (categories and details), flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary
- Discrepancies
 - Detail on discrepancies so that a work order (as described below) can be concisely created

WATER VALVES

- Physical data
 - o Asset ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (categories and details), box/vault discrepancies (categories and details), document leak sounds and additional physical information as necessary
- Location data
 - o GPS position and coordinate data items as noted above
- Operational data
 - o Turns to fully close, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies (categories and details), additional operational comments as necessary
- Discrepancies
 - o Detail on discrepancies so that a work order (as described below) can be concisely created

Contractor will provide applicable valve data in a spatially accurate format compliant with the City’s existing data structure. The database shall contain the information agreed with the City. Before field operations commence, a meeting to be attended by Contractor and the City will be held to reach alignment on specific data schemas to be employed. It is at this juncture that Contractor and the City will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the City’s data infrastructure so that it can be appropriately mapped and accessed by the City’s staff.

Contractor will evaluate and analyze the results of the program and develop an evaluation presentation for the City. This evaluation presentation will include an analysis of the results of the program, findings, learning’s, suggestions and recommendations for the City. At a minimum the following deliverable reports will be presented to the City:

- **Valve Operability** – a detailed summary of operability before and after asset inspection and exercising was performed. Accompanying this report will be a map record of inoperable and / or broken valves.
- **Out of Service Hydrant Report** – Summary supporting daily calls regarding out of service hydrants, accompanied by a map document showing OOS hydrant locations.
- **Frozen Valve** – a detailed summary accompanied by a map depicting frozen valves. CONTRACTOR will recommend threshold size, torque and turn discrepancies constituting the frozen valve = “YES” attribute.

- **Opened Work Orders** – a detailed summary of work orders opened in the City’s asset management system that could not be completed during the initial pass of inspection and repair by the field crew. This report will be accompanied by a map document showing location detail
- **Wrong Position Valves** – detailed map document showing where valves were:
 - o Found Closed Left Closed
 - o Found Closed Left Open
- **Hydrant Flow Allocation** – A detailed map document allocating hydrant flow in Gallons per Minute to a predefined unit of space
- **Validated database compliant with ESRI ArcGIS**

Contractor will create work orders for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a database to be provided by Contractor. Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability. Work orders will contain the following information:

- Valve or Hydrant ID
- Map number
- Specific valve or hydrant discrepancy (category and details)
- Specific repair activity required to return the valve or hydrant to full operability

An important component of QA/QC is communication. The Contractor’s program requires scheduled daily and monthly communications in addition to communications under special situations.

As part of this program, the Contractor may distribute a daily email with specific information about the work scheduled for that day. It is generated by examining the work completed the previous day. If successful under this solicitation, we would propose this approach which may be modified by the City.

The purpose of the daily update email is to make certain the City knows who from the Contractor is working where and how to reach them in cases of an emergency or complaint/problem. WWS personnel can respond swiftly, safeguarding the interests of the City, its clients, and the program as a whole. The daily email will be sent to the City’s designated point of contact.

Monthly, the project team will meet to review work completed over the past month. The project manager will deliver and distribute a brief report detailing work completed, any problems encountered during the month and an updated usability percentage. Throughout the project, the project manager will provide updated usability numbers so the City can calculate improvements made to the probability of isolation and gains made to reduce collateral damages during

emergencies by improved numbers of usable valves. The agenda for this meeting is driven by the City and focuses on work completed and priorities requiring the city's attention.

The City requires immediate notification when failures during operation occur with valves in the closed position and when continuous surfacing leaks are found in the field. The mode of this communication is from the field crew chief directly to the City's Operations Supervisor or other designee. They then place a call to the Contractor's project manager and ProjectTracker™ is updated with a photograph(s) of the asset in question so they can be viewed by the City's personnel immediately. When this communication comes from field crews, it will be directed to the City's Operations Supervisor or other designee. The person's contact information is located in the daily sheet email.

Another form of immediate communication is when field crews encounter a valve that should be open in a closed position. The City's Operations Supervisor for the program will be contacted.

The Contractor will use our standard approach to the City for emergency communication. This communication plan is similar to other cities where our crews have responded to water emergencies. All of these calls come into a single point of contact – our project manager. He will then immediately make three calls:

1. One to the on-call crew, deploying them to the location
2. A second call to the on-call GIS technician who will create an isolation plan and distribute it to the field crew
3. A third call to the City's project manager for the program. Some emergencies may require multiple crews – this need will be communicated to our project manager during the initial call. If the GIS technician feels additional crews are needed based on the footprint or duration of the emergency isolation, he will call the Project Manager who will discuss this matter with the City

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City's Representative.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

<u>Item</u>	<u>Description</u>	<u>U/M*</u>	<u>Qty.</u>	<u>Cost / Unit</u>	<u>Sub-Total</u>
1	Perform Water Valve Assessment, Testing and Survey including GPS	each	1	\$ 63.20	\$ 85,320.00
2	Raise Valve Boxes to Grade in Dirt, Grass, Sand or Gravel Areas (<=12")	each	1	\$ 102.00	\$ 204.00
3	Raise Valve Boxes to Grade in Asphalt Paved Areas (<=12")	each	1	\$ 200.00	\$ 200.00
4	Mobilization	each	1	\$ 500.00	\$ 500.00
5	Perform Fire Hydrant Assessment, Testing and Survey including GPS	each	1	\$ 66.05	\$ 44,914.00
6	Perform Large Water Valve Assessment, Testing and Survey including GPS: Valves (>=16")	each	1	\$ 244.00	\$ 4,148.00
7	Perform Reclaimed System Water Valve Assessment, Testing and Survey including GPS	each	1	\$ 63.20	\$ 695.20
8	Perform GPS and Documentation of non-operated appurtenances	each	1	\$ 13.60	\$ 136.00
9	Hourly Crew Rate	each	1	\$ 249.00	\$ 249.00

Pursuant to Section. 3.2.12 Bonds, payment bonds will be required for a value of 100% of the total compensation identified in Section 3.3.1 Rates & Total Compensation.