

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(SEWER MASTER PLAN (SMP) UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT (PEIR) PROJECT- RFP 24-028AT)**

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 **Dudek, a California corporation** with its principal place of business at **605 3rd Street, Encinitas, California 92024** (“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 Civil Engineering Consulting 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 **Sewer Master Plan (SMP) Update and Program Environmental Impact Report (PEIR)** 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. 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 Civil Engineering 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 _____, 2024 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: Bob Ohlund, Vice President Engineering.

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 Elizabeth Caliva, Project Manager 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** 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 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 minimum per claim.

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

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

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

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

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

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

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

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

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

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

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

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

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

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

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

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for

certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Project provided by the Consultant under this Agreement.

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Eight-Hundred Ninety Nine Thousand and Three Hundred Thirty Five Dollars (\$899,335)** ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the

Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project,

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

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

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

3.6 General Provisions.

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

Consultant:

Dudek
605 3rd Street
Encinitas, CA 92024
Attn: Robert Ohlund, Vice President Engineering

City:

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

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.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant 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, Consultant 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.

3.6.7 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 DUDEK
(SEWER MASTER PLAN (SMP) UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT (PEIR) PROJECT- RFP 24-028AT)

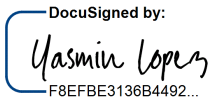
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Director Public Works

Reviewed By: Tom Moody
Tom Moody
Director of Utilities

Reviewed By: Kenny T. Nguyen
Kenny Nguyen
CIP Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager

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

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(SEWER MASTER PLAN (SMP) UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT (PEIR) PROJECT- RFP 24-028AT)

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

Dudek
a California corporation

By: DocuSigned by:
Joseph Monaco
9DEB613D4BEA483...

Joseph Monaco
President and CEO

By: DocuSigned by:
Robert Ohlund
C4CD5AD53F18487...

Robert Ohlund
Vice President

**EXHIBIT “A”
SCOPE OF SERVICES**

PROJECT DESCRIPTION AND SCOPE OF WORK

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 civil engineering consulting services necessary for the Project. The Services are more particularly described herein.

A. OBJECTIVES

The Consultant shall prepare a Sewer Master Plan (SMP) Update and its associated Program Environmental Impact Report (PEIR) in accordance with the California Environmental Quality Act (CEQA). The City’s last SMP was prepared in 2005.

The updated SMP will serve as a roadmap for the City’s long-range (approximately 20-year) capital improvement program by addressing its aging sewer system infrastructure and keeping pace with the City’s growth. The objectives are:

- Analyze sewer system hydraulics to identify the capacity deficiencies of the existing system and needed improvements to handle sewer flows from anticipated future developments/redevelopments and from conversion of septic systems located within the City boundaries and within the City’s Sphere of Influence.
- Assess the condition of the sewer collection system and major facilities, determine their remaining useful life, and determine the need for rehabilitation and replacement.
- Prioritize and recommend the needed improvements to correct existing sewer system deficiencies and to accommodate future growth.
- Prepare a PEIR to facilitate the implementation of the recommended improvements.

B. PROJECT SCHEDULE (Critical Path Method Schedule)

The Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time (assume eight calendar weeks for agency review time broken down as two weeks for each submittal), internal QA/QC, and calendar days that are anticipated to complete each of the identified tasks and sub-tasks.

C. SCOPE OF SERVICES

The project scope generally consists of reviewing and updating the City’s 2005 SMP and preparing the associated Program Environmental Impact Report. The tasks to be completed as part of this project will include, but may not be limited, to items listed below:

- Provide project management services.
- Review data on the existing sewer system and relevant studies/documents including the 2005 Sewer Master Plan.
- Discuss the sewer system service area considering the potential changes due to conversing area with septic systems to the sewer system.
- Discuss regulatory and compliance requirements and well as the impact of the anticipated Direct Potable Reuse (DPR) regulations.
- Develop unit flow factors, diurnal curves for weekdays and weekends, and peaking factors for use in updating the sewer system hydraulic model.
- Develop planning and design criteria for evaluating the adequacy of the sewer system and design of replacement or new infrastructure.
- Convert the City's existing sewer hydraulic model (Innovyze InfoSewer) to a new Infoworks ICM Standard and calibrate the new model under dry weather and wet weather conditions.
- Analyze the existing and build out conditions using the updated sewer model to identify capacity deficiencies in the sewer system and make recommendations.
- Assess the gravity sewer lines conditions based on the CCTV inspection results, (compiled in the City's geodatabase), conduct a risk-based condition assessment of the pipelines, and recommend corrective actions.
- Assess the conditions and life expectancy of the existing water reclamation facilities, lift stations, siphons, force mains, and manholes and recommend a rehabilitation and replacement plan.
- Develop 10-year and 20-year capital improvement plans.
- Provide new updated Sewer Master Plan documents.
- Prepare the PEIR and the associated Mitigation Measures and Monitoring Program (MMRP) for the SMP.

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Work, must be recorded as a Change Order and approved by the City in writing before work is started.

The intent of the SMP Update is to create a living document addressing all the above items in a user-friendly format suitable for use by management, operations, and engineering to assist in the planning, design, funding, and construction. Information shall be provided in a logical, easy-to-find format, either in the body of the report, or in appendices. Where appropriate, information shall be provided in tables, graphs, exhibits, and photos.

The Consultant is to provide one or two of the consultant's project team members to work on City premises at least two days a week for the project duration. One of the consultant's onsite project members will be responsible for creating the master plan exhibits, figures, and tables and performing data collections. Working on City premises will provide the team members the ability to access information more securely and communicate with City staff more frequently and as needed.

Consultant shall QA/QC all the submittals and verify that all submitted documents have gone through their QA/QC process. Consultant shall provide the name(s) and title(s) of the individual(s) responsible for QA/QC in its proposal. The proposal shall include resume(s) of the QA/QC individual(s). Submittals that contain significant grammar and/or punctuation errors, or where the submittal has serious quality control issues, will not be accepted by the City.

Proposals must adequately identify all the assumptions being made by the consultant, such as the work and data expected to be delivered by City staff, in response to this RFP. Proposals shall outline the analysis and data that each consultant expects to be reasonably available from the City and list the data needs anticipated for each environmental impact area.

Overall Deliverables

Table of Contents - for each of the SMP and PEIR:

- Submit a draft Table of Contents for City’s review and comments. The table of contents shall include both headings and subheading for each section.
- Finalize and resubmit the Table of Contents after incorporating the City’s comments.

SMP Sections and Appendices – Following the completion of a task or tasks relevant to a section (or an appendix) of the SMP Update:

- Submit a draft of the section (and appendices, if applicable) of the SMP Update comprising of the task(s) for the City’s review and comments.
- Finalize and resubmit the section (and appendices, if applicable) addressing the City’s comments.

The content of each section shall be compatible with the final version of the Table of Contents discussed above and shall include all the material listed under the relevant task(s) deliverables. At the conclusion of the study, each of these sections shall be presented as a section (chapter) of the SMP Update document or as an appendix to the document.

TASK 1: PROJECT MANAGEMENT

The Consultant shall assign a dedicated Project Manager to the project. This person will be the single point of contact for overall communications and project coordination with the City and subconsultants, if any. This person should not be replaced without written approval by the City.

The Consultant shall provide the City with the following Project Management services for Tasks 2 through 10:

1.1 Project Schedule and Status Reports

Project Schedule:

The Consultant shall provide a Project Schedule, organized by tasks, with milestones and deliverables clearly identified.

Bi-Weekly Project Updates:

The Consultant shall provide bi-weekly project updates via Email summarizing the progress of the work, list critical data collection items needed to support the ongoing work, identify items impacting the project schedule, and any other relevant project issues.

Monthly Project Progress Reports:

The Consultant shall submit a Monthly Project Progress Reports that provides a summary of the project's progress for the most recent calendar month and include the following as a minimum: Summary of work completed by task, list of proposed activities for the upcoming month, list of pending information needed to support the planned activities for the upcoming month, list of out of scope items, percent complete/budget status summary, an updated project schedule showing work completed through the reporting period, any revisions to the overall project schedule, and corresponding monthly invoice using City provided format. The City will provide an excel spreadsheet to use.

1.2 Meetings, Workshops, and Trainings for SMP Update

The following are anticipated number and duration of meetings/workshops/trainings for the SMP Update. The Consultant may recommend changes to the number/duration of meetings in its proposal as deemed appropriate to complete the task. At a minimum, the Consultant's Project Manager, Project Engineer and other key staff shall attend the meetings/workshops. Training shall be conducted by the individuals conducting the respective tasks.

- Kick-off Meeting (1 meeting, 2 hours)
- Bi-Weekly Project Coordination Meetings (2 hours/each)
- Workshops meetings with the City's Engineering, Operations, and maintenance staff, Planning Department and Land Development staff, and Management (10 workshops, 4 hours/each)
- Training City staff on using and updating the sewer hydraulic model (3 Sessions, 4 hours each)

1.3 Meetings and Hearings for PEIR

The following are the anticipated number and duration of meetings/hearings for the PEIR. The Consultant may recommend changes to the number/duration of meetings in its proposal as deem appropriate to complete the task. At a minimum, the Consultant's Project

Manager, Project Engineer and other key staff shall attend.

- Kickoff Meeting (1 meeting, 2 hours)
- Project Coordination Meetings (10 in-person meetings and 20 teleconference meetings)
- Public hearing meetings at the Planning Commission and City Council meetings (3 meetings)

Task 1 Deliverables

- Meeting Agendas & Minutes (electronic) - Submit agendas for City review one (1) working day before each meeting. Submit draft copy of meeting minutes to City for review and comment within five (5) working days after each meeting.
- Copy of signing sheets (PDF)
- Monthly Status Reports (electronic)
- Monthly Updated Project Schedules (electronic)
- Monthly Invoices

TASK 2: DATA COLLECTION AND REVIEW

2.1 Documents and Data Review

The purpose of this task is to review the available reports and data to be used during this project. The Consultant is to develop a Data Tracking List as part of this task to document the date/version of the reports and data compiled and used so it is easy to update it as needed. The City will provide Data Tracking Template. The following is a partial list of reports/data that the City will make available for Consultant's review:

- Water and Sewer System Master Plan Initial Study and Mitigated Negative Declaration
- 2005 Potable Water Master Plan
- 2005 Sewer Master Plan
- [2020 Urban Water Master Plan](#)
- [2018 Reclaimed Water Master Plan](#)
- [2021 PEIR for the City's Reclaimed Water Master Plan](#)
- [Sewer System Management Plan](#)
- Wastewater Treatment Capacity Study
- CCTV inspection PDF reports
- NASSCO sewer condition assessment geodatabase for sewer service area
- Other ongoing updates developed by City's staff since 2010
- [General Plan, Specific Plans, Zoning Map, and land use maps](#)
- Approved and planned Developments/Redevelopments

- Population projections
- Water Reclamation Facilities production records
- Public and private lift station and force main information
- 2012 Flow monitoring data
- Sewer spill records
- [GIS files of sewer system](#)
- Supervisory Control and Data Acquisition (SCADA) information
- Maintenance records for the last 10 years
- As-built drawings needed to update GIS
- Water Reclamation Facilities as-built plans and flow diagrams
- Green River Ranch Business Park Sewer Study
- WRCRWA Sewer Lift Station and Sewer Connection
- Norco Sewer Connection

The Consultant may identify and request any other relevant report/data needed to complete the Project tasks.

All reports/data compiled shall be recorded in the Data Tracking List for use in the SMP Update and future references. Where information appears outdated, it will be noted as such and the project team will determine if newer data is needed.

The Data Tracking List shall be updated regularly and distributed with the Bi-Weekly Project Updates. A chapter in the final report shall identify all references used in the preparation of this master plan.

2.2 Facility Visits

The Consultant shall visit the sewer system facilities to gain an understanding of the operation of the system and document the condition of each facility. Inspect all lift stations, inventory capabilities of each facility, collect relevant as-built plans, maintenance records, pump curves, and run logs. The information can be used in recommending appropriate upgrades for each facility.

2.3 Interviews with City Staff

The Consultant shall meet with the City's Operations, Maintenance, and Engineering staff to discuss the areas of immediate concern and the current and known operational problems in the system.

2.4 Planning Department's Requirements

The Consultant shall meet with the City Planning Department to obtain the necessary information for keeping the SMP Update and PEIR aligned with the General Plan, Specific Plans, etc. Keeping the Planning Department engaged is a key element to making a master plan document that is accurate and accepted across various City department.

Task 2 Deliverables

The deliverables below may be presented in a section or an appendix of the SMP as described under Section D above.

- The Data Tracking List developed by the Consultant
- Photos taken and information obtained when visiting the facilities including a list of the specific issues discussed with the City's staff
- Summary of the findings from review of the available reports/data, quality of available data, data gaps, and efforts needed to improve the data quality

TASK 3: LAND USE, POPULATION AND SEWER FLOWS

Utilizing the information obtained in Task 2, the Consultant shall conduct the following item for the planning horizon:

- Update existing and future population projections.
- Update existing and future land use information.
- Update City service boundary, existing and future sewer service areas (annexations or de-annexations, etc.).
- Calculate persons per household (pph) for existing and future conditions to determine where future growth and densification may occur.
- Calculate existing and projected sewer flows.

In updating the population and land use data, the Consultant shall consider:

- The new state laws associated with Accessory Dwelling Units (ADU's) and their impacts on increasing sewer flows from residential areas as well as reducing sewer flows due to use of higher efficiency water fixtures.
- The potential conversion of the areas with septic systems to sewer system.
- The sub-area master plan for the new development areas such as Overlook, El Cerrito, and Coronita areas.
- The regulatory and compliance requirements as well as the impact of the anticipated Direct Potable Reuse (DPR) regulations.

Using the available data, review and recommend updates to sewage generation rates from different land uses such as residential (single and multi-family), apartment, commercial, hotel/motel, and industrial land uses.

The Consultant shall develop a template providing guidelines for preparation of sub-area master plans for new developments within the City.

The effort completed during this task sets the foundation for all subsequent work during this project, so it is important to track the work in a logical and updateable manner. Utilize tools such as Geographic Information Systems (GIS) to develop or update existing land use and population datasets and document assumptions made. Once the information is collected,

organized, and all parties agree on its validity, it will be used as the basis for completing the SMP Update without further revisions. The master planning team will revise the data only in cases where the land use, population, or planning data will have a substantial effect on the modeling and planning results.

Task 3 Deliverables

The deliverables below may be presented in a section or in an appendix of the SMP as described under Section D above.

Provide a description of:

- Sewershed areas for both existing and future sewer systems
- Service area tributary to the Water Reclamation Facilities
- Population data and land use information
- Estimated sewer flows under existing and future conditions

TASK 4: PLANNING AND DESIGN CRITERIA

The Consultant shall establish performance standards for evaluating the adequacy of the sewer collection system pipes and lift stations. In general, the criteria from the 2005 SMP will be updated, as needed, to meet any changes in municipal code or operational changes. General categories of criteria shall include the following:

- Unit flow factors under the current and ultimate conditions
- Peaking factors – evaluate and update the peaking formula given in the 2005 SMP based on the flow monitoring results.
- Inflow and infiltration (I/I) – reevaluate the I/I factor used in the 2005 SMP based on the more recent information available.
- Sewer design criteria – reevaluate and update sewer design criteria, as needed.
- Lift station design criteria – reevaluate and update the lift station design criteria given in the 2005 SMP.
- Criteria for service life of pipelines and pump station equipment
- Criteria for system redundancy and reliability

The Consultant shall document the planning and design criteria for this SMP Update to analyze the existing sewer system and to evaluate recommended improvements. The criteria shall address the size of replacement, parallel, and new facilities for pipelines, lift stations, and force mains.

The Consultant shall recommend the design peaking factors based on flow data and peak flow use.

The planning and design criteria shall be compiled generally in a tabular format, for easy identification and access.

Task 4 Deliverables

A description of the Planning and Design Criteria developed and recommended by the Consultant for this SMP Update. The Consultant shall present this information to City staff in a workshop format. The descriptions may be presented in a section or in an appendix of the SMP as described under Section D above.

TASK 5: HYDRAULIC MODEL UPDATE

The 2005 SMP hydraulic model was built using Innovyze's H2OMap Sewer software. The model has since been converted to InfoSewer and updated by incorporation new facilities as they became available.

The Consultant shall convert the City's current InfoSewer model to a new Infoworks ICM Standard sewer model. The current InfoSewer model consists of approximately 11,300 pipe segments and 10,400 manholes.

In 2012, the City conducted flow monitoring at 54 locations in the sewer system for the duration of 14 days (from May 4, 2012, to May 17, 2012) and used the data to calibrate the sewer hydraulic model at the time. The 2012 flow monitoring data and the 2012 calibrated model will be made available to the selected Consultant for use in recalibrating the model and developing the SMP.

After converting the City current model to Infoworks ICM Standard model, the Consultant shall update the new model by incorporating the City's most recent GIS database, perform a quality check of model inputs, and identify any connectivity issues, adverse slope issues, or conflicting data. Manholes and pipe segments should be identified according to City-specified naming convention. The Consultant should assume all lift stations are running simultaneously unless otherwise specified by the City.

After building an updated hydraulic model and assigning the sewer flow data to the model nodes, the Consultant shall calibrate the model by comparing the model simulations results with the 2012 observed monitoring data and the more recent flow data collected at the water reclamation facilities for both dry and wet weather conditions.

Task 5 Deliverables

- A description of the process for updating and calibrating the hydraulic model.
- The calibrated hydraulic model including, but is not limited to, all the following:
 - a. Manhole and pipe segment identification numbers in accordance with City-specified naming convention,
 - b. Manhole invert elevation and rim elevation.
 - c. Pipe size and material.

TASK 6: SYSTEM EVALUATION

The Consultant shall evaluate sewer system capacity both under existing and future (2045) conditions utilizing the updated and calibrated hydraulic model (developed in Task 5) and the planning criteria (developed in Task 4).

The Consultant shall evaluate the sewer capacity under dry weather conditions by conducting steady state an extended period (continues 24-hour) simulation to evaluate the system under all flow (low and peak) conditions. For all sewer pipes, model flow rates, flow depth to diameter ratios (D/d), and velocities for average and peak dry weather flows.

The Consultant shall evaluate the sewer capacity under wet weather conditions for a 2-year, 10-year, and 25-year storm.

Based on the modeling results, the Consultant shall:

- Identify the sewer pipes that do not meet the planning and design criteria.
- Identity locations in the sewer system that have capacity constraints under peak wet weather flow.
- Identify areas in the City with high rates of Infiltration and Inflow (I&I).
- Produce maps/tables showing the sewer pipes that do not meet the planning and design criteria.

Facilities not meeting planning criteria in the model shall be flagged with a user-defined field explaining the reason. Additional/future facilities input into the model shall be flagged as future facilities for easy tracking and identification in tables and figures.

The City has two sewer connections with the City of Norco. The Consultant shall account for these connections and the associated agreements for mutual support and describe and present the information.

The Consultant shall provide training to City staff on how to run the model, update the model by incorporating new facilities, and evaluate the system under various scenarios.

Task 6 Deliverables

The results of the system evaluation including:

- Pipe flow rate estimates for peak dry and wet weather flows, resulting D/d ratios, velocities, and available capacity based on City specified D/d ratios.
- Sewer system capacity deficiencies under both existing and future conditions.
- Maps and tables showing the sewer pipelines not meeting the system design criteria.

TASK 7: CONDITION ASSESSMENT

The primary objective of Task 7 is for the Consultant to evaluate the life expectancy of the City's sewer infrastructure (sewer pipelines, manhole, siphons, lift stations, and water reclamation facilities, etc.) and to identify and prioritize the rehabilitation and replacement (R&R) plan. The remaining useful life of assets shall be assessed by the Consultant based on the projected useful life and recent condition assessment information.

The Consultant shall conduct the condition assessment of gravity sewer pipelines based on (1) the review of the available CCTV inspection results and geodatabase of structural conditions (developed based on NASSCO ranking) provided by the City and (2) a risk-based assessment to determine an overall risk score for individual pipelines by factoring both likelihood of failure (LoF) and consequence of failure (CoF).

The Consultant shall also assess the conditions of other system facilities based upon the accepted industry standards and recommend the needed improvements. These efforts may include, but not limited, to:

- Evaluate conditions of force mains considering their material, age, size, and history of repairs.
- Inspect conditions of all system manholes to determine condition, coordinate numbering, and prioritize the repair needs.
- Inspect and document the conditions of the existing siphon structures.
- Inspect and evaluate each lift station and each water reclamation facility.
- Inspect and document conditions of the sewer system crossings with key infrastructure, such as freeways, railroad tracks, and storm drainage channels.
- Identify and discuss the conditions of facilities requiring frequent maintenance.

Utilities Department staff will assist with field visits to lift stations and/or water reclamation facility sites as required to determine asset conditions.

Information obtained through the Corona Enterprise Asset Management System (NEXGEN) shall be utilized where available. The SMP Update effort is not a full condition assessment task like inspecting CCTV records for sewer systems, but rather another layer of data to help prioritize facilities not meeting the planning and design criteria.

Task 7 Deliverables

The results of condition assessments analysis including:

- Findings from the review of CCTV inspection results .
- Overall risk scores assigned to the gravity sewer pipelines in tabular format and in GIS.
- Findings from the condition assessment of water reclamation facilities, lift stations, force mains, siphons, manholes and other sewer system components.

TASK 8: CAPITAL IMPROVEMENT PROGRAM

The Consultant shall develop a 10-year (short-term) and a 20-year (long-term) capital improvement plan (CIP) based on the results of the existing and future sewer system hydraulic analyses to address hydraulic deficiencies (Task 6) and the condition assessment analysis to determine the need for replacing/rehabilitating aging sewer system facilities (Task 7).

The development of CIP shall be based on the available condition assessment information and useful life and value of the existing sewer collection system assets. The Consultant shall establish asset values, recommended maintenance, and year-to-year replacement/rehabilitation costs of aging infrastructure.

Findings and recommendations from the 2005 SMP shall be evaluated and, if viable, incorporated in the recommendations resulting from this project.

The Consultant shall evaluate the potential for renewable energy opportunities at the system facilities and make recommendations.

8.1 Prioritize and Rank CIP Projects

The Consultant shall develop and use a prioritization matrix/method to prioritize and schedule CIP projects, considering:

- The results of sewer system capacity deficiencies conducted in Task 6.
- The results of condition assessments conducted in Task 7.
- How critical the facility is to the system operations (i.e., ramifications of failure, redundant facilities, potential for large Sanitary Sewer Overflows).
- Potential Infiltration & Inflow reduction resulting from rehabilitation.
- Cost of facility failure (including social and environmental costs in addition to hard costs of repairs).

The prioritization matrix/ method shall be discussed, developed, and agreed upon with City staff and management. In prioritizing pipelines for replacement, the possibility of grouping them with other Public Works projects should be taken into account.

The Consultant shall prioritize and develop capital improvement projects for:

- Gravity sewer pipelines siphons, and manholes.
- Lift stations and force mains.
- Water reclamation facilities.
- Other system improvements (e.g., electrical equipment, SCADA, metering).

The CIP shall be prioritized and phased over the planning horizon based on capacity, condition, financial feasibility, and economic feasibility needs with each project given a priority/ranking score.

8.2 Develop Cost Estimate

The Consultant shall develop planning level cost estimates for all recommended facilities including design, construction, construction management, administrative/legal, and other contingencies. The cost estimates shall be based on a variety of cost data sources, such as City and other local project bidding history, and other sources reflecting cost of utility construction in southern California, adjusted to the then current ENR 20-City construction cost index, including appropriate contingency factors. Construction and Total Project Costs shall be developed using the Unit Costs developed for this SMP Update. Escalate costs to future years using historical construction cost inflation factors. Provide a summary of costs for each planning year, by service area. Present the cost summaries using tabular and graphical formats. The final report shall include a discussion of the basis for the cost estimates. The Consultant shall obtain the total cost from the City's Finance Department as available or add soft costs and contingencies to construction cost (can assume 10% for design, 15% for project administration, inspection, and survey, 10% for contingency, and 5% for other costs).

Task 8 Deliverables

A description of process for prioritizing and ranking the CIP projects, and development of the CIP and its cost estimate including:

- Describe capacity-related prioritization process and recommended actions.
- Describe asset management prioritization process and recommended actions.
- Recommend CIP Projects that include new improvements, repairs/rehabilitation/replacement efforts, or other upgrades, for the following sewer system facilities:
 - a. Gravity sewer pipelines, siphons, and manholes.
 - b. Lift stations and force mains.
 - c. Water reclamation facilities.
 - d. Other system improvements (e.g., emergency generators, electrical equipment, SCADA, metering).
 - e. Renewable energy opportunities.
- Provide a list of recommended pipe segments for replacement, installation, or abandonment, including location description, length, proposed size, and cost estimate. Describe the purpose of the replacement, installation, or abandonment and the improvements they would provide.
- For each CIP Project, provide a summary project sheet including project location, description, cost, initiation triggers, and anticipated construction timelines. Each project sheet (CIP cutsheet) should have the following information: Project Title, Project Type, Purpose, Cost Estimate, Project Location, Project Description, Project Detail, and Project Map. On the project sheets for the new developments, indicate that the project to be funded by the developer.
- Provide planning level cost estimates for each CIP project, including design,

construction, construction management, administrative/legal, and other contingencies.

- Provide recommendations for operation and maintenance activities.
- Discuss the recommended innovative technologies, installation methods, and materials that can be incorporated with the recommended improvements.
- Discuss the needed policy changes to effectively implement projects.
- Discuss the potential for coordination of the proposed sewer capital improvement projects with other City proposed capital improvement projects (i.e., street improvements) to be implemented within the City.

The Consultant shall conduct two workshops (4 hours each) with the City staff and management to discuss the proposed CIP.

It is important to vet across multiple departments and disciplines for the recommendations produced from this effort, including management, to evaluate the feasibility of the recommended improvements. Projects requiring alignment changes or other edits will be addressed as part of this task.

TASK 9: PREPARATION OF SEWER MASTER PLAN UPDATE DOCUMENTS

The Consultant shall document the SMP Update by preparing a report that summarizes the results of all Tasks in a logical manner and incorporates the completed technical memoranda into chapters of the Report. The Final Report shall include an executive summary and all appropriate exhibits, figures, tables, and text. Before delivering the items to the City, the Consultant shall perform routine and final review to ensure accuracy, conformance, and integrity of the submittal. The City will not accept a submittal without the Consultant's responsible personnel's signature to certify accuracy and completeness of the submittal.

9.1 Draft SMP Update Report

Consultant shall prepare a draft SMP Update document to City for review and comment. The SMP Update Report shall include a CIP List.

The Consultant shall deliver an electronic copy of the draft SMP Update (in Word and PDF) for the City's review. The Consultant shall conduct a meeting (4 hours) with City staff to present and discuss the recommendations.

The Consultant shall incorporate the City's comments (both the written and verbal comments provided before and during the review meeting) and resubmit a final draft for the City's review.

9.2 Final SMP Update Report

The Consultant shall prepare the Final WMP Update documents addressing City's comments to the draft WMP Update.

The final report shall be organized according to the agreed upon Table of Contents described under Section D, *Overall Deliverables*.

Upon completion of each section, a draft section report shall be produced for internal distribution to City staff. The Consultant shall meet with various divisions, as needed, to present (using Power Point presentation) findings, methods and procedures and to address any questions or concerns. The intent of having the Consultant submit a draft section report is to have involvement from all parties throughout the duration of the project in an effort to minimize comments when the report is fully compiled, it also helps reviewers focus on small information and allow them to fit it within their busy schedule in order to provide quality reviews.

Task 9 Deliverables

Consultant shall deliver the Final SMP Update as follows:

- An electronic PDF version.
- Original electronic files (Word, Excel, etc.) for each complete document along with GIS/AutoCAD/other files for exhibits.
- InfoSewer configuration, input and export files, and any other files needed to successfully run the model.

TASK 10: PROGRAM ENVIRONMENTAL IMPACT REPORT (PEIR)

The City is committed to updating, adopting, and implementing the master plans for its reclaimed water, potable water, and sewer systems. A PEIR for the 2018 Reclaimed Water Master Plan (RWMP) was completed in March 2021 and integrated an environmental analysis across the City's three systems including a wide range of individual projects, the ability to tiering of subsequent project-level environmental assessments and eliminate the need for repetitive discussions of large-scope issues when project-level potable water or sewer system EIRs are needed. A PEIR for the Potable Water Master Plan (PWMP) is currently underway. The scope of work for the preparation of the PEIR for the SMP shall consider and integrate the work executed within the PEIR for the 2018 RWMP which included but not limited to Air Quality, Greenhouse Gas, Noise, Biological Studies, Cultural Studies, and Tribal Consultation.

The Consultant shall prepare a PEIR for the SMP update in accordance with the latest procedural and substantive requirements of the California Environmental Quality Act (CEQA). The PEIR shall encompass the geographic area to include current City limits, service areas, and the Sphere of Influence as identified in the SMP. The PEIR format and organization should follow and comply with the latest approved CEQA Guidelines. A link to the Final Adopted Text for Revisions to the CEQA Guidelines is provided:

https://www.califaep.org/statute_and_guidelines.php.

The PEIR for the SMP Update shall be consistent with CEQA Guidelines Section 15163. The PEIR for the 2018 RWMP can be used as a tool to prepare the PEIR for the SMP. The Consultant shall be responsible for all procedural steps, including (but not limited to) the following:

- Preparation of public notices (Notice of Preparation, Notice of Availability, Notice of Completion, Notice of Determination, and newspaper advertisements)
- Tribal and Native American Consultation including AB 52 & SB 18-notifications
- Resolutions
- Ordinances
- Draft PEIR and technical reports (two screencheck drafts and one public review draft)
- Final PEIR and responses to comments (one screencheck final draft and one final version)
- Filing notices with County Offices and State Clearinghouse
- Providing notices to local and state agencies as needed
- Mitigation Monitoring and Reporting Program
- Statement of Overriding Considerations (if necessary)
- Public Outreach
- Candidate Findings of Fact
- Draft City of Corona staff report to adopt the SMP Update and PEIR by the City Council

The Consultant shall also be responsible for scheduling and conducting a scoping meeting pursuant to CEQA Guidelines Section 15082(c), as the project is of areawide significance. The scoping meeting shall be noticed to all affected responsible and trustee agencies, any city or county that borders the City, as well as interested organizations and individuals, in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.

The Consultant will prepare project-specific technical reports, to be included as PEIR appendices, including but not limited to the following: traffic, geotechnical, biological resources, air quality, noise, GHG emissions, paleontological and cultural resources reports. The proposal should include revisions to technical reports based on City review.

The City shall review and approve all documents prior to distribution by the Consultant. The level of detail in the PEIR analysis and technical reports should be appropriate for a program-level project, in order to adequately cover future project impacts, the details of which may not currently be known.

A Mitigation Measures and Monitoring Program (MMRP) shall be prepared pursuant to CEQA. This document shall be a separately bound document from the PEIR. The Consultant shall develop recommended implementation measures appropriate for future projects under the

program and identify the appropriate party responsible for implementation, monitoring, and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the SMP Update goals.

The Consultant shall also provide professional advice on items which must or should be included in the PEIR that are not specifically called out in this RFP.

The proposal shall provide a detailed scope of work, including methodology and approach for each environmental category, as well as a cost estimate for the PEIR broken down by task. The cost proposal should include revision time for all submittal documents based on City review and comments. The discussion must cover the following topics:

- Developing a detail project description, that includes the project's technical, economic, and environmental characteristics, including construction and operation. The project objectives will also need to be thoughtfully developed with input from the City, as these are also relevant to the selection or rejection of the project alternatives.
- Developing the environmental setting/existing conditions for each environmental impact category. The environmental categories anticipated to be addressed include:
 - Aesthetics
 - Air Quality (including CO₂ and GHG)
 - Biological Resources
 - Cultural and Tribal Cultural Resources
 - Geology/Soils including Paleontological Resources
 - Greenhouse Gas Emissions and Energy
 - Hazards and Hazardous Materials
 - Hydrology/Water Quality
 - Noise
 - Traffic
- Developing methodologies for evaluating each environmental impact area.
- Identifying potential environmental impacts of future projects, including direct, indirect, and cumulative impacts.
- Recommending performance standard mitigation measures to be implemented by future projects to reduce significant impacts.
- Identifying significance threshold criteria, which should be generally consistent with the General Plan PEIR.
- Developing PEIR Alternatives. The alternatives analysis must evaluate the environmental effects of each alternative on each impact category. A total of four alternatives, including the No Project Alternative, should be addressed.
- Developing a cumulative impacts analysis based on the build-out of adopted and proposed land use plans, in addition to any relevant past, present, and reasonably foreseeable probable future projects.

- Identifying any additional technical studies/evaluations determined to be necessary to augment the program-level analysis. The proposal shall include a discussion of the need, cost, and schedule for conducting the additional tasks.
- The proposal should be comprehensive to cover all necessary PEIR tasks from start to finish such that change orders are not required except in extenuating circumstances.

Task 10 Deliverables

- Public notices (Notice of Preparation, Notice of Availability, Notice of Completion, Notice of Determination, and newspaper advertisements)
- Tribal and Native American Consultation Notifications
- Administrative Draft PEIR (two drafts)
- Draft PEIR and technical reports (two screencheck drafts and one public review draft)
 - Electronic version of the Draft PEIR in PDF to be posted on the City's website
- Final PEIR and responses to comments (one screencheck final draft and one final version)
 - Electronic version of the Final PEIR in PDF to be posted on the City's website
- Mitigation Monitoring and Reporting Program
- Notices to County Offices and State Clearinghouse
- Notices to local and state agencies as needed
- Statement of Overriding Considerations (if necessary)
- Draft City of Corona staff report to adopt the SMP Update and PEIR by the City Council
- Resolutions
- Ordinances

Consultant Work Plan

5. Revised Work Plan

The following section provides further details for the approach and framework to complete each work element. This approach is the basis for estimating the level of effort for each step of the project.

Task 1. Project Management

Effective project management is key to the successful completion of any project. Dudek has a proven record of delivering projects on time and within budget. The project manager, Elizabeth Caliva, will be the single point of contact for overall communication and program coordination with the City and subconsultants. The following subsections provide more detail on the management of this project.

Task 1.1 Project Schedule and Status Reports

The project schedule will be updated throughout the project; any significant changes will be discussed with City staff. Dudek will provide biweekly project updates via email, summarizing the progress of work and any relevant issues. Monthly progress reports will be included with each invoice, summarizing the project's progress and status, including an updated schedule. Dudek will use the City's provided spreadsheet, as directed.

Task 1.2 Meetings, Workshops, and Training for SMP Update

For the negotiated fee estimate, Dudek assumed the following for meetings/workshops/trainings: Monthly status meetings, 5 Workshops @ 2 hours/each; 1 Workshop @ 4 hours, 1 Model Training Session @ 4 hours. The fee assumes the City has its license for the Hydraulic Model training sessions, and training will be held over Zoom or similar for screen sharing.

Assumptions:

- The kickoff meeting will be held in person; fee assumes all other meetings, trainings, and workshops will be held virtually.
- Assumes City staff to be trained on the updated sewer model have completed the InfoWorks ICM Training by AutoDesk to have an understanding of the software functionality. The Dudek training will focus on the nuances of the City's model specifically.

Task 1.3 Meetings and Hearings for PEIR

The PEIR scope of work includes attendance at the kickoff meeting, project coordination meetings/calls (20 teleconference calls), and attendance at one public hearing for the project.

Deliverables:

- Meeting Agendas & Minutes (electronic) - Submit agendas for City review one (1) working day before each meeting. Submit a draft copy of meeting minutes to the City for review and comment within five (5) working days after each meeting.
- Copy of sign-in sheets (PDF)
- Monthly Status Reports and Updated Project Schedules (electronic)
- Monthly Invoices

Task 2. Data Collection and Review

The following details Dudek's approach to Tasks 2.1 through 2.4.

Task 2.1 Documents and Data Review

The extent of data sources associated with the project will be extensive and will benefit from an organized tracking system. This task consists of collecting and reviewing relevant data provided by the City or obtained elsewhere for this project. Data to be provided will include, but not be limited to, previously completed master plans, relevant planning documents, the City's General Plan, UWMP, 2021 PEIR, latest SSMP, land use maps, as-built drawings (as requested), sewer facilities (GIS), previous sewer model, Facility Plans, Developer Engineering Plans, CCTV inspection database, past flow metering data, other information listed in RFP and any other pertinent data. Dudek will compile a data request list for information not provided during the proposal process and present it at the Kickoff Meeting. In addition, Dudek will prepare and maintain a list of items identified by the City or requested by Dudek indicating the item(s) requested, a person responsible for collecting the information, when it is needed, and when it was provided to Dudek. The monthly project reporting will update and distribute the Data Tracking List using the City's Data Tracking Template.

Task 2.2 Facility Visits

All 17 existing lift stations will be evaluated, with a field visit to up to 12 lift stations. The evaluations will include the inventory of each station's capabilities (assets), collection and review of relevant as-builts/maintenance records/pump curves/run logs by Dudek staff and our electrical sub, RCS, and condition of existing structures by our structural sub, Kelsey Structural. This data will be used to recommend appropriate upgrades for each facility.

Assumptions:

- Dudek will receive City support for access to lift station facilities, including electrical/telemetry panels, valve vaults, wet wells, and lift station buildings and enclosures.
- Dudek will coordinate and conduct the following meetings and site investigations for condition assessment of the 17 existing lift stations:
- **Lift Stations Pre-Inspection Workshop:** Pre-inspection discussion of known issues, lift station improvement history, and operator preferences (3 hours duration), included in Task 1.2.
- **Three (3) days of Lift Station Site Inspections:** Assumes City staff is available for 3 full days of lift station site inspections. Assuming inspection of 3 to 4 lift stations per day (Up to 6 hours in duration per day, including travel time between sites). Dudek anticipates up to three (3) lift stations will require confined-spaced entry into the dry well structures. Dudek's team will provide our portable generator, forced-air blower, O₂/H₂S/CO monitor, tripod w/ recovery winch, harnesses, etc., for confined space entry.
- **Lift Stations Post-Inspection Workshop:** Post-inspection discussion for Dudek to review any critical observations or code violations obtained during the site inspections (3 hours in duration), included in Task 1.2.
- The City's lift station that is currently under construction does not require condition assessment and will be excluded from the site inspections. A description of this lift station and its characteristics will still be documented in the overall lift station summary in the Sewer Master Plan.

Deliverables:

- Meeting Agenda and Minutes for each Workshop

Task 2.3 Interviews with City Staff

The Dudek team will meet with the City's O&M and Engineering staff to discuss areas of immediate concern and current known operation problems in the system. Dudek anticipates this conversation commencing at the Kickoff Meeting, with additional meetings coordinated as needs arise.

Assumptions:

- All interviews are held virtually via Zoom or similar.

Task 2.4 Planning Department's Requirements

The Dudek Project Manager for the PEIR will coordinate with the City's Planning Department for consistency with the City's General Plan, Specific Plan, and other key documents and growth assumptions for the cumulative analysis. The Dudek Project Manager for the PEIR will coordinate with the City's Planning Department for consistency with the City's General Plan, Specific Plan, and other key documents and growth assumptions for the cumulative analysis.

Deliverables:

- It is assumed that any meetings with the Planning Department staff will be included as part of Task 1.3 meetings, and no additional meeting time has been included.
- Photos taken and information obtained when visiting the facilities, including a list of the specific issues discussed with the City's staff.
- Summary of the findings from a review of the available reports/data, quality of available data, data gaps, and efforts needed to improve the data quality

Task 3. Land Use, Population, and Sewer Flows

Using City provided data and potentially other relevant sources (census data, etc.), Dudek will update the existing and future population projections for the City, modify existing and future land use information, update the service area boundary (annexations/de-annexations), calculate persons per household for existing and future conditions, calculate the existing and projected sewer flows. In updating the population and land use data, Dudek will consider new State ADU laws, the impact on densification and sewer flows, and laws related to higher efficiency water fixtures. Dudek will also consider septic to sewer conversions, incorporate data from the sub-area master plans for new development areas and regulatory & compliance requirements, and impact of anticipated DPR regulations. This data will be tracked in GIS with documented assumptions. Recommendations will be presented to City staff for concurrence and use in the subsequent tasks of this master plan without further revision.

Deliverables:

- Sewershed areas for both existing and future sewer systems
- Service area tributary to the Water Reclamation Facilities
- Population data and land use information
- Estimated sewer flows under existing and future conditions

Task 4. Planning and Design Criteria

The performance standards for evaluating the sewer system's capacity adequacy are key to a hydraulic analysis. Dudek will review the criteria from the 2005 SMP and update them, as needed, to meet any changes in municipal code or operational changes. Values to be reviewed and updated include unit flow factors (existing and ultimate), peaking factors, I&I factors, sewer design criteria, lift station design criteria, service life criteria for pipelines and lift station equipment, and criteria for redundancy and reliability. Design peaking factors will be based on flow metering data. Data will be compiled in tabular format.

Deliverables:

- A description of the Planning and Design Criteria developed and recommended by the Consultant for this SMP Update. The Consultant shall present this information to City staff in a workshop format. The descriptions may be presented in a section or an SMP appendix.

Task 5. Hydraulic Model Update

The District's sewer model was converted to InfoSewer after the 2005 SMP. The InfoSewer software uses a different hydraulic engine than InfoWorks ICM; therefore, it will not be a direct conversion, requiring approximately eight different steps in the conversion process. AutoDesk will convert the City's existing InfoSewer model to ICM. Once the model is converted by ICM, Dudek will update the model with new facilities added since the model was last updated and troubleshoot for connectivity and functionality. Dudek will utilize the 2012 flow metering data for dry weather calibration of the new InfoWorks model. Dudek will audit the flow meter data and select the highest quality 30 flow meters for calibration. Once calibrated to the 2012 flow data, Dudek will compare the results to more recent flow data collected at the WRFs and adjust as necessary. Wet weather influent flow data from the WRFs will help estimate the wet weather peaking factor. A technical memorandum will be developed to document the model development and calibration process, which will be included in the Sewer Master Plan report.

Assumptions:

- GIS is up-to-date and accurate, including connectivity, diameter, material, invert/rim elevations, and facility IDs matching the City naming convention. Only new facilities not already included in the ICM model will be added. Model update level of effort limited to the hours in the negotiated fee estimate.
- Converted ICM model provided by AutoDesk is fully operational.
- Flow metering data is in Excel format for all 54 locations; locations of flow meters are geo-referenced.
- Calibration will be based on the highest quality 30 flow meters. Calibration level of effort limited to the hours in the negotiated fee estimate.

Deliverables:

- A description of the process for updating and calibrating the hydraulic model.
 - The calibrated hydraulic model includes but is not limited to, all the following: Manhole and pipe segment identification numbers per city-specified naming convention, manhole invert elevation and rim elevation, pipe size, and material.

Task 6. System Evaluation

The collection system capacity will be evaluated under existing and future (2045) conditions utilizing the calibrated model from Task 5 and the planning criteria from Task 4. Extended-period simulations will be used to evaluate the full range of flow conditions. Resulting peak dry weather flows, d/D values and velocities will be compared to City criteria. Dudek will simulate estimated 10- -year wet weather storm conditions using NOAA hydrologic data and WRF plant flow data to identify areas of highest risk for sewer spills/capacity deficiencies. Modeling results will be used to identify pipelines not meeting planning criteria, those with capacity constraints under dry and wet weather conditions, and areas of potentially high I&I. Results will be presented tabularly and graphically. Subsequent model runs will be used to recommend system improvements in the form of pipeline upsizing. The model will include user-defined fields documenting deficiencies and recommended upsizing. City of Norco sewer connections will be included in the model; it is anticipated the City will provide more information on these connections and the circumstances when they are utilized, if not regularly (e.g., emergency conditions only).

At the District's request, Dudek will evaluate the possibility of consolidating one or more lift stations. Data from the lift station condition assessment and City Operations staff will help inform which lift stations should be considered for removal. Modeling will confirm the feasibility of consolidation and the new facilities required to consolidate sewer basins. Results will be included as CIP project recommendations.

Once modeling is complete, Dudek will train City staff on the operation of the model, including updating the model with new facilities and evaluating the system under various scenarios. It is assumed the City staff being trained will already have basic modeling experience or have attended an AutoDesk introductory course to InfoWorks so that the foundational understanding is present in those attending, allowing Dudek to train City staff on the specific nuances of the City's model.

Assumptions:

- WRF influent flow data is available at 15-minute increments or hourly at a minimum.
- Assumes flow metering data collected a 10-year wet weather storm event.
- City Operations staff will provided data on lift station consolidation efforts.
- Level of effort the lift station consolidation analysis limited to the hours in the negotiated fee estimate.

Deliverables:

- Pipe flow rate estimates for peak dry and wet weather flow, resulting in D/d ratios, velocities, and available capacity based on City specified D/d ratios.
- Sewer system capacity deficiencies under both existing and future conditions.
- Results of sewer lift station consolidation analysis.
- Maps and tables showing the sewer pipelines not meeting the system design criteria.

Task 7. Condition Assessment

The primary objective of this task is to evaluate the life expectancy of the sewer infrastructure (pipelines, manholes, siphons, and lift stations) and to prioritize the rehabilitation and replacement (R&R) plan. The remaining useful life of assets will be assessed based on the projected useful and recent condition assessment info.

Sewer Pipelines & Manholes. For sewer pipelines and manholes, which have CCTV inspection data in database format, Dudek will use AquaTwin Asset software by Aquanuity to perform risk analysis. AquaTwin Asset is a GIS-based software package that combines pipeline condition assessment ratings with spill data, maintenance records, locations of sewer crossings with other utilities, roadways, railroads, storm channels, or other waterways, and any additional factors. Dudek will propose a risk model (LOF, COF, ROF) and present the model to the City for confirmation/revision. Once confirmed, Dudek will build the risk model in AquaTwin Asset and run the risk model to determine the overall risk for the sewer collection pipelines and manholes. CCTV inspection reports for the highest-risk assets will be reviewed and utilized to make final recommendations for R&R.

Note that for force mains and siphons, CCTV inspection data is often unavailable; therefore, the risk model for these pipelines will be based on other available data. Dudek assumes the City has inspection and/or maintenance data for siphons, and we will not perform field inspections of siphons or sewer crossings. Sewer crossing evaluation will be included in the GIS-based risk analysis.

Dudek is highly experienced in evaluating defects and looks to balance the recommended rehabilitation options considering benefit, cost, public impact, and overall ROF. While often applicable to most defects, full-length in-situ pipeline rehabilitation may not necessarily be recommended in all cases. For example, where the pipeline's structural integrity has been compromised due to collapse or other failure, point repairs of single pipe segments or connections at manholes may be the only rehabilitation means necessary. Depending on the nature, quantity, and severity of defects observed during the condition assessment review, methods of trenchless rehabilitation or repair to be

considered include specialty and heavy cleaning; in-situ point repairs, such as Weko Seal, Link-Pipe mechanical seal, or LMK Performance short liner; open trench point repairs, such as short- or long-segment pipe replacement, in-situ lining with Cured-In-Place Pipe (CIPP) liner cured with hot water or steam; complete open cut removal and replacement; and total replacement using either trenched or trenchless methods. Note that rehabilitation recommendations will consider replacing adjacent manholes when the sewer main is recommended for rehabilitation or repair.

Lift Stations. The inspection data from Task 2.2 will document deficiencies, determine the condition of assets (remaining useful life), and evaluate operation and safety risks for each station. Dudek's comprehensive assessment of the lift stations will include evaluating mechanical, site/civil, structural, and electrical/instrumentation assets, emergency access/capability, operator and public safety, odor, and maintenance access. Dudek's team will inventory each lift station's assets and provide a condition and a combined criticality/risk-based score for each asset. This scoring will determine the prioritization of improvements within each facility and the overall prioritization of lift stations to be rehabilitated or replaced. Dudek's development of lift station rehabilitation or replacement projects includes a feasibility analysis to ensure the recommended improvements are constructible given each facility's existing location, access, and capability. Dudek's team will prepare a comprehensive lift stations Condition Assessment Technical Memorandum that will be included as an appendix to the final Sewer Master Plan. The recommended lift station improvement projects and associated planning level cost estimates described in the final Condition Assessment Technical Memorandum will be prioritized and incorporated into the Sewer Master Plan and CIP Report.

Assumptions:

- CCTV inspection data is assumed to be available in database and PDF report formats.
- Water reclamation facilities will not be inspected as part of this contract.
- Sewer system crossing inspections are limited to the level of effort included herein.

Deliverables:

- Findings from the review of CCTV inspection results.
- Overall risk scores assigned to the gravity sewer pipelines in tabular format and GIS.
- Findings from the condition assessment of lift stations, force mains, siphons, manholes, and other sewer system components.
- Draft and final copy of the Lift Stations Condition Assessment Technical Memorandum (in PDF format).

Task 8. Capital Improvement Program

Using the results of Tasks 6, System Capacity Evaluation, and Task 7, Condition Assessment, Dudek will develop a 10-year (short-term) and 20-year (long-term) recommended capital improvement program (CIP) projects to address the deficiencies identified. The development of the CIP will be based on the available condition assessment information and the useful life and value of the existing sewer collection system assets. We will establish asset values and recommend maintenance and aging infrastructure's year-to-year replacement/rehabilitation cost. Findings and recommendations from the 2005 SMP will be evaluated and incorporated into the recommendations for this project if still viable. Dudek will evaluate the potential for renewable energy opportunities at the system facilities and make recommendations where possible.

Task 8.1 Prioritize and Rank CIP Projects

Dudek will develop and use a prioritization matrix and method to prioritize and schedule CIP projects considering the results of Tasks 6 and 7, the criticality of the facility to system operations, potential I&K reduction from rehab, cost of facility failure, and other factors. Dudek will propose a prioritization matrix to the City for concurrence and/or revision and modification. Once agreed upon, the matrix will be executed. Grouping projects will be incorporated into project planning. CIP project recommendations will be included for gravity sewer pipelines, siphons, manholes, lift stations, and force mains.

Assumptions:

- Recommendations for WRFs will be from a separate study provided by the City.
- One virtual workshop from Task 1 will be held with city staff for group projects.

Task 8.2 Develop Cost Estimate

Dudek will develop planning-level cost estimates for each CIP project recommendation, including design, construction, CM, admin/legal, and other contingencies based on recent project bids, manufacturer quotes, and other data. Future projects will have escalated costs assuming inflation factors. Cost summary sheets will be developed for each project recommendation in text, graphical, and tabular formats. The master plan report will include a discussion based on the cost estimates. As available, Dudek will obtain recent project costs from the City's Finance Department.

Assumptions:

- Costs will be planning-level. One virtual workshop from Task 1 will be held with City staff to review group cost estimates. The City will provide any relevant, recent project bids.

Deliverables:

- As listed in the RFP

Task 9. Preparation of Sewer Master Plan Update Documents

Dudek will prepare a Final SMP report that summarizes the results of all previously described tasks as described below.

Task 9.1 Draft SMP Update Report

Dudek always aims to develop a master plan report that is highly useful to multiple departments in an agency, including engineering, planning, operations, and finance. To succeed, the resulting deliverables must be clear, easy to read, and enable quick information retrieval. In addition to being functional, the reports must accomplish the following:

- Provide a thorough system inventory of the collection system pipelines and facilities;
- Contain clear explanations of design and evaluation criteria based on industry standards and the region's unique characteristics;
- Provide sufficient detail on the master planning process to give the reader an understanding and ability to replicate and/or update the process when the time arises;
- Identify areas within the service areas with a substandard condition, performance, or capacity and present those tabularly and graphically;
- Identify projects that improve performance and/or increase efficiency to improve system reliability and meet regulatory requirements;
- Succinctly summarize the findings, results, and recommendations of the master plan for easy implementation.

The Dudek team writes the SMP report alongside doing the work, as we've found it results in a more efficient process and ensures critical steps and/or details are not missed. Dudek will draft a Table of Contents (TOC) for the City's review and comment. The TOC will include both headings and subheadings for each section. Upon completion of each section, Dudek will provide a draft section report to the City for internal distribution to City staff. Dudek will meet with various divisions to present findings, methods, and procedures and address any questions or concerns as needed. Once a full draft report is completed, Dudek will provide an electronic copy of the report (Word and PDF) to the City for review. A Draft Report Review workshop will be held to discuss City comments.

Assumptions:

- City will provide a consolidated set of comments for the Draft SMP submittal. Meetings and workshops with various City divisions associated with the draft section reports are assumed to be included in the total meetings, and workshop counts are included in Task 1. The draft Report Review workshop will be held virtually.

Task 9.2 Final SMP Update Report

Dudek will prepare the Final SMP documents addressing the City's comments on the Draft SMP report. The report will be organized according to the agreed-upon table of contents described in Section D of the RFP.

Deliverables:

- Consultant shall deliver the Final SMP Update as follows: Electronic PDF version; Original electronic files (Word, Excel, etc.) for each complete document, along with GIS/AutoCAD/other files for exhibits.
- All modeling files.

Task 10. Program Environmental Impact Report (PEIR)

Dudek will prepare a project description for use in the PEIR and technical analyses, prepare the technical analyses in support of the PEIR, prepare and circulate a Notice of Preparation and Initial Study, conduct a public scoping meeting, prepare an Administrative Draft PEIR (two drafts) and Public Draft PEIR and circulate the Notice of Availability, County Clerk's notice, and State Clearinghouse notice, respond to public comments, prepare a Final PEIR and Mitigation Monitoring and Reporting Program, prepare the Findings of Fact and Statement of Overriding

Considerations (if necessary) and attend one public hearing on the project. A detailed scope of work, including assumptions and deliverables, is included in **Appendix B**.

EXHIBIT "B" SCHEDULE OF SERVICES

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



Project Schedule

Figure 5. Proposed Project Schedule (Note: NTP extended from 1/25/24 [original RFP] to 2/29/24, given the change in the proposal due date.)

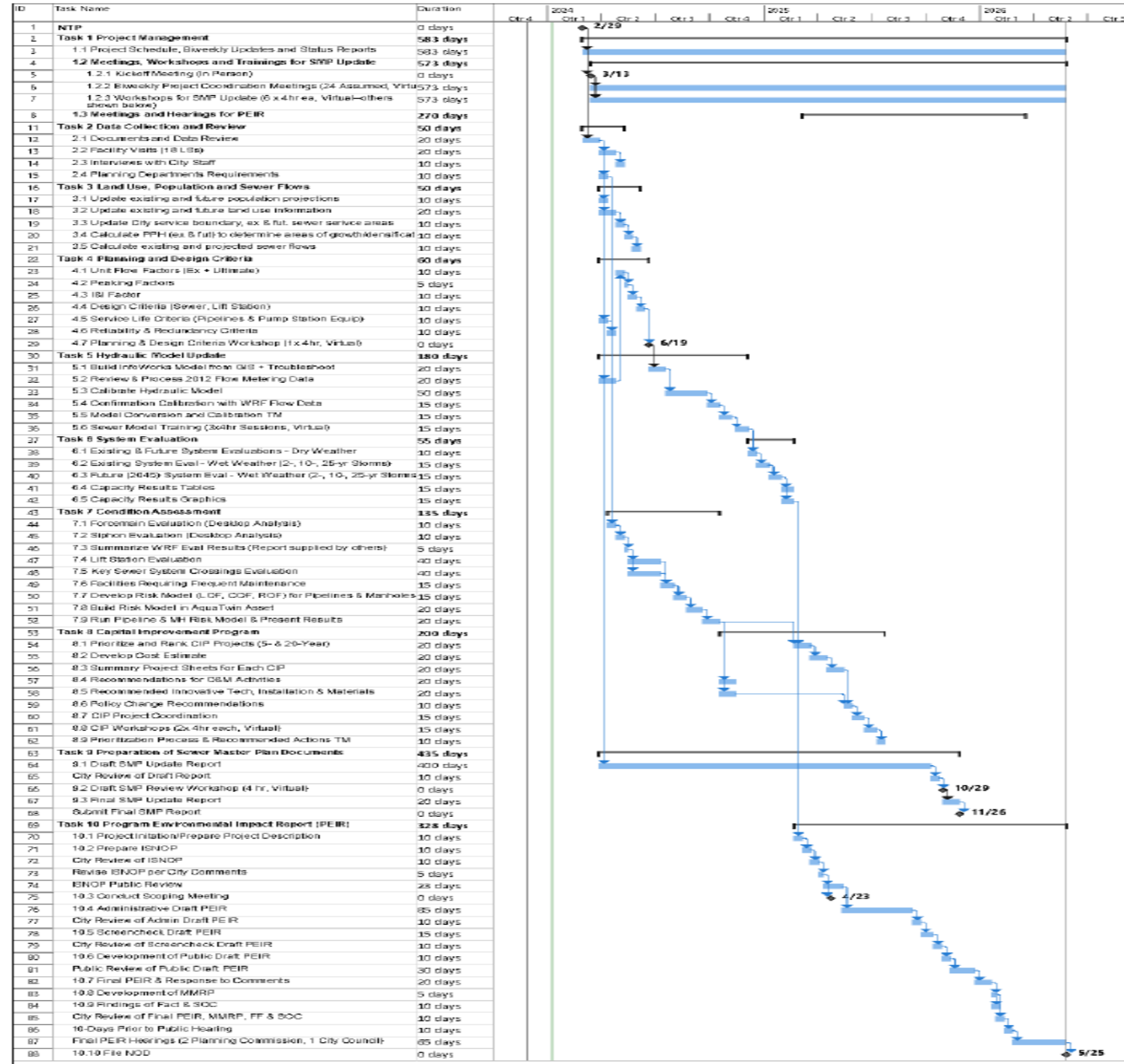


EXHIBIT "C"
COMPENSATION

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

Table with columns: Task, Description, Team Member, Rate, and various cost categories including Dudek Labor Hours and Rates, Subconsultant Fees (Electrical, Structural), and Total Fee. Rows include tasks like Project Management, Data Collection and Review, Land Use, Population and Sewer Flow, Planning and Design Criteria, Hydraulic Model Update, System Evaluation, Condition Assessment, Capital Improvement Program, and Preparation of Sewer Master Plan Documents.