CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT WITH NARASIMHAN CONSULTING SERVICES, INC. DBA NCS ENGINEERS

(DESIGN AND ENGINEERING SERVICES – TCP 1, 2, 3 AND PFAS REMEDIATION)

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of September, 2023 ("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 Narasimhan Consulting Services, Inc. DBA NSC Engineers, a Arizona Corporation with its principal place of business at 1200 N. Main Street Suite D Irvine CA 92614 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing design and engineering 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 TCP 1, 2, 3 and PFAS Remediation project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and engineering 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 <u>Term</u>. The term of this Agreement shall be from September 20, 2023 to September 30, 2025 ("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 <u>Schedule of Services</u>. 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 <u>Conformance to Applicable Requirements</u>. All Services performed by Consultant shall be subject to the approval of City.
- 3.2.4 <u>Substitution of Key Personnel</u>. 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: Ramesh "Ram" Narasimhan, P.E. and Joon Min.

- 3.2.5 <u>City's Representative</u>. The City hereby designates Tom Moody, Director of Utilities, 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 <u>Consultant's Representative</u>. Consultant hereby designates Ramesh "Ram" Narasimhan, P.E., 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 <u>Coordination of Services</u>. 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 <u>Laws and Regulations</u>; <u>Employee/Labor Certifications</u>. 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 sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Subsubcontractors 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 <u>Labor Certification</u>. 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 <u>Equal Opportunity Employment</u>. 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 <u>Air Quality</u>. 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 <u>Time for Compliance</u>. 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 <u>Minimum Requirements</u>. 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) <u>Minimum Scope of Insurance</u>. 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) <u>Minimum Limits of Insurance</u>. 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 <u>Professional Liability</u>. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 3.2.10.4 <u>Insurance Endorsements</u>. 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) <u>Waiver of Subrogation Workers' Compensation and Employer's Liability Coverage</u>. 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) <u>All Coverages</u>. 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 <u>Other Provisions; Endorsements Preferred.</u> 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) <u>Waiver of Subrogation All Other Policies</u>. 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 <u>Claims Made Policies.</u> 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 <u>Deductibles and Self-Insurance Retentions</u>. 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 <u>Acceptability of Insurers</u>. 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 <u>Verification of Coverage</u>. 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 <u>Reporting of Claims</u>. 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 <u>Sub-Consultants</u>. 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 <u>Special Risk or Circumstances</u>. 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 <u>Safety</u>. 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 <u>Payment Bond</u>. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require The Consultant to obtain and provide a payment bond for some or all of the services provided by The Consultant under this Agreement.

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

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

3.3 Fees and Payments.

3.3.1 <u>Rates & Total Compensation</u>. 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 Three Hundred Thousand

Dollars (\$300,000.) per fiscal year ("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 <u>Payment of Compensation</u>. 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 <u>Reimbursement for Expenses</u>. 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 <u>Apprenticeable Crafts</u>. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

- 3.4.1 <u>Grounds for Termination</u>. 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 <u>Effect of Termination</u>. 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 <u>Additional Services</u>. 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 <u>Subconsultants</u>. 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 <u>Indemnification</u>. 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 <u>Confidentiality</u>. 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 <u>Delivery of Notices</u>. 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:

Narasimhan Consulting Services, Inc. dba NCS Engineers 1200 N. Main Street Suite D Irvine CA 92614 Attn: Ramesh "Ram" Narasimhan, P.E.

City:

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

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 <u>Governing Law; Government Code Claim Compliance</u>. 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 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.6.5 <u>City's Right to Employ Other Consultants</u>. City reserves right to employ other consultants in connection with this Project.
- 3.6.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- 3.6.6.1 <u>Subconsultants</u>; <u>Assignment or Transfer</u>. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.
- 3.6.7 <u>Construction; References; Captions</u>. 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 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.6.9 <u>Waiver</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Invalidity</u>; <u>Severability</u>. 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 <u>Cooperation; Further Acts</u>. 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 <u>Attorney's Fees</u>. 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 <u>Authority to Enter Agreement.</u> 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 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.6.17 <u>Entire Agreement</u>. 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 OF CORONA

CITY'S SIGNATURE PAGE FOR

CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT WITH NARASIMHAN CONSULTING SERVICES, INC. DBA NCS ENGINEERS (DESIGN AND ENGINEERING SERVICES – TCP 1, 2, 3 AND PFAS REMEDIATION)

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

By:	Tom Moody Director of Utilities					
Reviewed By:						
	katie Hockett					
	Katie Hockett					
	Assistant Director of Utilities					
Review	Chase Michelotti Chief Distribution Operator					
Reviewed By:						
	Yasmin Lopey					
	Yasmin Lopez					
	Purchasing Manager					
Attest:						
	Sylvia Edwards, City Clerk City of Corona, California					

CONSULTANT'S SIGNATURE PAGE FOR

CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT WITH NARASIMHAN CONSULTING SERVICES, INC. DBA NCS ENGINEERS (DESIGN AND ENGINEERING SERVICES – TCP 1, 2, 3 AND PFAS REMEDIATION)

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

NARASIMHAN CONSULTING SERVICES, INC. DBA NCS ENGINEERS

a Arizona Corporation

By:

Ramesh Narasimhan

DocuSigned by:

Ramesh Narasimhan, P.E

CEO/CFO

EXHIBIT "A" SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and engineering services necessary for the Project. The Services are more particularly described herein.

City of Corona Wells 7, 8 and Main Plant Treatment Facility Upgrades Final Design and Construction Phase Engineering Services

NCS Engineers (The Consultant) is pleased to submit this Scope of Work and Cost Proposal to provide final design and construction phase engineering services for the water treatment system upgrades at the City of Corona's (City's) Well 7A, Well 8A and the Main Plant locations. The existing design was recently completed to a 30% level by (The Consultant under a prior contract. Under this proposal, (The Consultant would complete the design and assist with bidding and construction phase engineering services for these three treatment systems. The work will all be done in-house by (The Consultant without the use of any subcontractors except for structural engineering task.

The scope includes upgrading the existing ion exchange treatment system at the main plant to increase capacity and add GAC treatment; and add new GAC treatment systems for Wells 7A and 8A to remove PFAS and 1,2,3 TCP contaminants.

<u>Task 1 - Project Kickoff Workshop</u>

A Project Kickoff workshop will be conducted with the City within 15 days following the issuance of either a contract award or purchase order. Any updated and existing data and documents will be reviewed for project inclusion. Discussions with the City will be conducted to finalize the design concept, project task items, and identify further project needs. The proposed treatment process design in the 30% drawings will be validated and confirmed with the City. Key elements include the number of vessels, level of redundancy, flow rates, design parameters, water quality, etc.

During the Project Kickoff Workshop, The Consultant will work with the City to define footprint requirements for the proposed expansion improvements. The Consultant will review the site plan that includes existing facilities, proposed facilities, construction and staging area and will prepare and distribute minutes of the workshop minutes.

Deliverables: Preparation of meeting minutes and related documents for City review and comment.

The Consultant will develop the final design of the treatment facilities using the criteria established in the recently completed 30% drawings and BODR. In performing the final design of the facility, The Consultant will prepare the following construction drawings:

- Prepare cover sheet and index and abbreviation sheets (3 sheets).
- Prepare demolition plan and details (2 sheets).
- Prepare new facility/ site piping plan and details (3 sheets).
- Prepare equipment schedules (1 sheet).
- Prepare standard process mechanical details (2 sheets).
- Prepare process mechanical design drawings IX vessel modifications and new GAC vessels, interconnecting piping, pre-filtration, valves, modulating valves for the main plant, flow meters and controllers, backwash connection for initial wash, and miscellaneous details (10 sheets).
- Prepare standard structural drawings, details and notes (1 sheet).
- Prepare structural drawings GAC process vessels and tanks and exterior process equipment foundations (2 sheets).
- Prepare electrical legend (1 sheet).
- Prepare single line diagrams and load calculations (1 sheets).
- Prepare electrical site plan for the main site only (1 sheets).
- Prepare instrumentation legend (1 sheet).
- Prepare instrumentation design drawings, P&IDs and control single line diagrams (3 sheets).

Four copies of the 60% and 90% design level set of drawings will be provided to the City for their review and comment. The final set of design drawings (for bidding purposes) will be prepared and sealed by a professional engineer registered in California. The 100% drawings will be submitted in CAD and pdf format along with four hard copies. The Consultant will prepare written responses to any comments that are not incorporated in the final set of construction drawings. The Consultant will prepare/update a construction cost estimate at the 90%, and 100% stages of the design phase.

Deliverable: Detailed 60%, 90% and 100% plan drawings for construction.

Task 3 - Prepare Project Specifications

The Consultant will prepare project specifications including technical and administrative divisions using the Construction Specifications Institute (CSI) 17 division format. The specifications will consider construction schedules, coordination of shutdowns, material and installation specifications, and the use of regional and industry standards for the design performed under Task 2. These specifications will supplement the City's standard documents (Invitation to Bidders, Instructions to Bidders, General Terms and Conditions, Bid Bond, Payment and Performance Bonds) for construction projects and any other template procurement documents developed and required by the City. The Consultant will develop the Price Sheet and will modify the administrative and technical specifications as needed to be consistent with the City's front-end documents. Four copies of the project specifications will be submitted along with the drawings at the interim submittals indicated under Task 2.

Deliverable: Complete project specification per CSI 17 division format.

Task 4 - Bid Phase Support

The Consultant, as requested, will provide RFB support, review and further assistance to include post-design assistance to the City during the bid process. These activities will include participating in a pre-bid meeting, responding to bidders' questions, and preparing addenda.

Task 5 - RFIs and Submittal Review

The Consultant will provide technical assistance, as requested in writing, by the contractor for the duration of the construction period. The technical assistance may include responding to requests for information (RFIs), review of special construction techniques, methods, and procedures and annotate available documentation to provide recommendations for approval or disapproval; and respond to requests for information to assist the City's Project Manager. The Consultant will also prepare supplemental drawings, specifications and written instructions, and attend meetings if necessary. The Consultant will review the shop drawing submittals and O&M manuals from the contractor for their compliance with the final design documents. Approximately 40 original submittal packages are anticipated (plus 50% resubmittals) and The Consultant will review and approve (or take other appropriate action in respect of) Shop Drawings, samples, test results, and other data which the Contractor is required to submit, for conformance with the design concept of the Project and requirements of the Contract Documents. The Consultant' scope includes a total of 200 hours for this task over a 6-month period for this project

Deliverable: RFI and Submittal review documents and approvals.

<u>Task 6 - Perform Construction Inspections</u>

The Consultant will assist the City in making periodic site visits appropriate for the size of project and type of construction at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. The Consultant' scope includes an average of 16 hours per week of inspection activity over a 6-month period for this project. The Consultant will supplement the City's staff and also serve as the lead inspector and ensure that all activities are sufficiently inspected. This will include overseeing the installation and witnessing and certifying pressure tests, disinfection of piping, and critical piping tie-ins. Sampling and testing for bacteriological analyses will be performed by a representative from the Bid Contractor.

While performing inspections, The Consultant will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor (unless otherwise specified in the construction contract documents) or the safety precautions and programs incident to the work of the Contractor. The Consultant' efforts will be directed toward providing a greater degree of confidence for the City that the completed work of the Contractor will conform to the Contract Documents.

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(CITY ATTY: 05-19)

In addition to the conventional project oversight and inspections for the various civil, mechanical, process and electrical components, this task will specifically include labor hours for specialized inspections of the treatment system vessels and components, and oversight for any of the geotechnical and over excavation work, and review of materials testing reports.

Deliverables: Attend, perform and notate construction inspections per the Construction Documents

Task 7 - Perform Special and Code-Related Inspections

The Consultant will assist the City in making periodic site visits appropriate for the size of the phased project improvements and type of construction at periods appropriate to the various phased stages of construction to observe at the site(s), as an experienced and qualified professional, the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the design standards and industry codes. Code inspections are required for each phase in order to meet the design criteria and ensure the integrity of the materials used. The Consultant will provide specialized inspection services for concrete work, structural steel, rebar, electrical, instrumentation and controls. Deliverables include site visits and meeting annotations and supporting documentation to reflect the particular activities associated with these site inspections. The Consultant will also conduct final walk through's of the site(s) to ensure the work was completed in accordance with the Contract Documents and industry standards.

Deliverables: Complete and provide notation of the on-site special and code related inspections per the Contract Documents.

Task 8 - Startup Assistance and Commissioning

The Consultant will provide start-up services that are sufficient to transfer the finished work from a construction status to operating, functional system(s). Such services may include review of the Contractor's start-up plan, prepare and coordinate a start-up plan and procedures for the City's use, supervise during start-up procedures, and assist the City during the operation of the facility during the initial commissioning period. The Consultant will perform the validation and commissioning activities, including verifying connectivity using loop checks and verifying PLC programming and remote communications. The Consultant will also work with the City representative(s) to ensure they are well trained in operating the facility prior to completion of the project. The City and/or their representative will perform all necessary water quality testing as required to place the facility into operation.

Deliverables: Transfer to the Owner a fully operational facility with adequate owner/operator training.

Task 9 - Prepare Record Drawings

The Consultant will prepare and submit record drawings to the City after Final Completion of this project. All close out documents with the regulatory agency(s) will be prepared by The

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Consultant and submitted for obtaining final Approval of Construction. The following copies will be submitted: one hard copy on bond paper (22" x 34" sheet size), as well as electronic copies will be submitted. Field data and information, sketches and working drawings, developed by The Consultant will be incorporated with the record drawings, along with as-built information maintained by the Contractor. The record drawings will include all above and below grade changes from the original design drawings for all engineering disciplines. Changes made to reflect the as-installed conditions will be made in the same level of detail and to the same degree of drafting quality as the original design drawings.

Deliverables: Complete Record Drawings to include as-installed conditions which will be provided to the City for their records.

<u>Task 10 - Project Management, Coordination and Meetings</u>

The Consultant anticipates conducting six monthly calls or meetings with the City representative(s) throughout the project phases as part of this task. The Consultant will also prepare minutes of the progress meetings, including action items, and distribute by electronic mail to the team members and appropriate City representative(s). In addition, The Consultant will attend construction progress meetings to assist the City in overseeing the Contractor's work. The Consultant will also provide all routine project management services needed to ensure a successful project.

Deliverable: Meeting minutes and documentation will be prepared and provided to the City.

Task 11 – As-Needed Support

The Consultant will also be available to provide as-needed support as state and federal regulations of PFAS and 1,2,3, TCP are introduced during the term of this contract.

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(CITY ATTY: 05-19)

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.

All tasks described in this proposal would be completed as follows:

- 60% Design Drawings Completed within 90 days of issuance of the PO and/or NTP.
- 90% Design Drawings and Specifications Completed within 150 days of issuance of the PO and/or NTP.
- Final Design Drawings completed within 210 days after PO issuance or NTP.

EXHIBIT "C" COMPENSATION

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

Task No.		Principal	Sr. Project Manager Mechanical and Electrical	Project Manager	Project Engineer	Electrical Designer	Staff Engineer	Technician	Clerical	Total Task Labor Costs
Took 1 Draiget Kickeff Workshop		6	6	6						\$3,570
Task 1 - Project Kickoff Workshop		16	16	80		120	240	400		\$102,880
Task 2 - Develop 60%/90/100% Final Design Drawings		8	4	16		16	40	400	24	\$102,880
Task 3 - Prepare Project Specifications		8	4	16	24	10	40		24	\$8,540
Task 4 - Bid Phase Assistance		4	4	16	24	16	120	40		\$24,760
Task 5 - RFIs and Submittal Review		8	4	10		10	384	40		\$48,740
Task 6 - Perform Construction Inspections Task 7 - Perform Special and Code-Related Inspections		8	4		24		304	32		\$8,000
Task 8 - Startup Assistance and Commissioning		8	8	16	80			32		\$16,880
Task 9 - Prepare Record Drawings		6	8	16	00	8		40		\$10,410
Task 10 - Project Management, Coordination and Meetings		8	16	24		0		40	24	\$10,410
TOTAL HOURS		80	70	190	128	160	784	512	48	\$249,080
TOTAL HO	OKS	00	70	190	120	100	704	312	40	\$249,060
Average Billing Rate, \$/hr		\$235	\$195	\$165	\$13 5	\$150	\$120	\$90	\$80	
Labor Subtotals		\$18,800	\$13,650	\$31,350	\$17,280	\$24,000	\$94,080	\$46,080	\$3,840	\$249,080
Tota Labor	Cost \$	\$249,080								
ALLOWAN	ICES									
DIRECT EXPENSES/CRE	DITS									
TOTAL COSTS		\$249,080	(Direct la	bor + direc	t expense	allowances	5)			

As-Needed Services

Principal - \$235/hour Senior Project Manager Mechanical and Electrical - \$195/hour Project Manager - \$165/hour Project Engineer - \$135/hour Electrical Designer - \$150/hour Staff Engineer - \$120/hour Technician - \$90/hour Clerical - \$80/hour