

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH ALBERT A. WEBB ASSOCIATES  
(WATER RECLAMATION SYSTEMS DESIGN SERVICES – WATER  
RECLAMATION FACILITY NO. 2 EQUALIZATION BASIN REPLACEMENT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 **Albert A. Webb Associates**, a California corporation with its principal place of business at **3788 McCray Street, Riverside, California 92506** (“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 **Water Reclamation Systems Design** 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 **Water Reclamation Facility No. 2 Equalization Basin Replacement Project, RFP 23-030RH** (“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 **Water Reclamation Systems Design** 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 **April 5, 2023 to December 31, 2026** (“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: **Brian Knoll, P.E.**

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 **Brian Knoll, 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 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 sub-sections.

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. 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 \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant



under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

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

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

### 3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Million One Hundred Three Thousand Seven Hundred Ninety Dollars (\$1,103,790)** ("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/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a

project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or 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:**

Albert A. Webb Associates  
3788 Mc Cray Street  
Riverside, CA 92506  
Attn: Brian Knoll, P.E.

**City:**

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

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

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

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

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

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

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

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

3.6.6.2 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 ALBERT A. WEBB ASSOCIATES  
(WATER RECLAMATION SYSTEMS DESIGN SERVICES – WATER  
RECLAMATION FACILITY NO. 2 EQUALIZATION BASIN REPLACEMENT)**

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  
Public Works Director

Reviewed By: Tom Moody  
Tom Moody  
Director of Utilities

Reviewed By: Kenny T. Nguyen UE  
Kenny Nguyen  
CIP Manager/Assistant City Engineer

Reviewed By: DocuSigned by:  
Yasmin Lopez  
F8EFBE3136B4492...  
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 ALBERT A. WEBB ASSOCIATES**  
**(WATER RECLAMATION SYSTEMS DESIGN SERVICES – WATER**  
**RECLAMATION FACILITY NO. 2 EQUALIZATION BASIN REPLACEMENT)**

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

**ALBERT A. WEBB ASSOCIATES**  
a California corporation

By:   
\_\_\_\_\_  
BF5E9C7C1CEE478...  
Brian Knoll  
Vice President

By:   
\_\_\_\_\_  
7ECAAE217A242C...  
Todd Smith  
Chief Financial Officer

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **PLANT DESCRIPTION**

The City Utilities Department operates three water reclamation facilities (WRFs); WRF No. 1, WRF No. 2, and WRF No. 3. WRF No. 2, located at 650 E. Harrison Street, Corona, CA was formerly the Sunkist Treatment Plant, which was used to treat industrial process wastewater.

In 1986, the City purchased this treatment plant and upgraded it by 1988 to provide a primary and secondary permitted treatment capacity of 3.0 MGD. In 2014, Utilities Department upgraded the treatment process to provide full tertiary treatment to its permitted 3.0 MGD design capacity. WRF No. 2 currently operates under and complies with the California Regional Water Quality Control Board, Santa Ana Region, Waste Discharge Requirements Order No. R8-2007-0052.

WRF No. 2 is located within a mixed commercial and industrial zone (with residential housing and apartments located approximately 2,000-3,000 feet away). The following are the key processes at WRF No. 2:

- Intermediate Pump Station (for lifting plant influent to headworks)
- Headworks
- Aerated Grit Basins (2)
- Primary Clarifiers (2)
- Equalization (EQ) Ponds (2)
- Activated Sludge Basins (2)
- Secondary Clarifiers (3)
- Tertiary Filtration
- Chlorine Contact Tanks

To optimize operation and minimize odors, five desired improvements have recently been identified.

1. Upsizing the flow equalization basin to 1 million gallons to allow the plant to function at its permitted capacity.
2. Adding a pump station taking suction from the flow equalization outlet to pace flow to the aeration basins/activated sludge basins.
3. Modifying the existing mechanical aeration in the activated sludge basins to fine bubble aeration to replicate facilities at other plants.
4. Covering open aerated grit basins, primary clarifiers, and flow equalization to contain odors.
5. Providing odor control and treatment (biofilter) facilities to allow air in covered processes to be released without odor complaints.

Studies on how to implement these objectives are included in the appendices:

- Immediate and future odor control goals are presented in the Odor Control Study prepared by Jacobs/CH2M Hill in November 3018.
- In June 2020, NMG Geotechnical, Inc. performed a geotechnical exploration for the proposed equalization basin replacement.
- In June 2022, a design-build package was advertised that incorporated four of the five desired improvements listed above (excluding the aeration changes). The design-build project was not awarded because only one bid was received, and it was much higher than expected. Subsequently it was decided to proceed with a traditional design-bid-build delivery method and add the aeration changes to allow all remaining work at WRF No. 2 to be addressed under one contract.
- A study of design alternatives for aeration at WRF No. 1 was prepared by HDR in 2017. The study recommended installing EDI tube diffusers in the activated sludge basins at WRF No. 1 as the most economic method of air transfer.

## **PROPOSED IMPROVEMENTS**

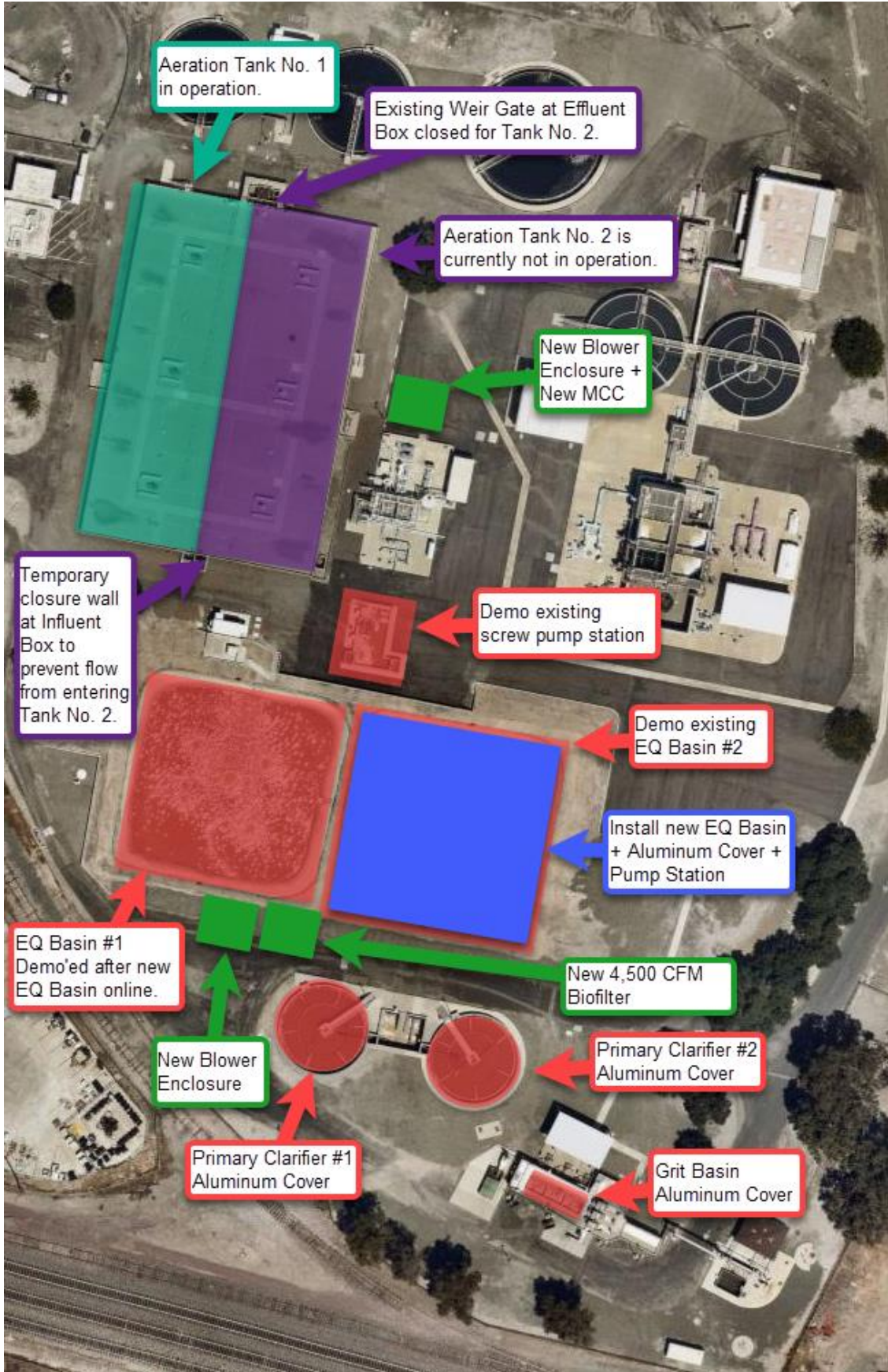
The City desires to construct new flow equalization, aeration, pumping, odor control, and piping facilities at WRF No. 2 to enable the City to expand treatment capability to the current 3.0 MGD permit capacity and address recurring odor complaints downwind from the facility. The City is currently operating WRF No. 2 at 2.3 MGD and desires to operate at its permit capacity of 3.0 MGD.

The Project will consist of the following:

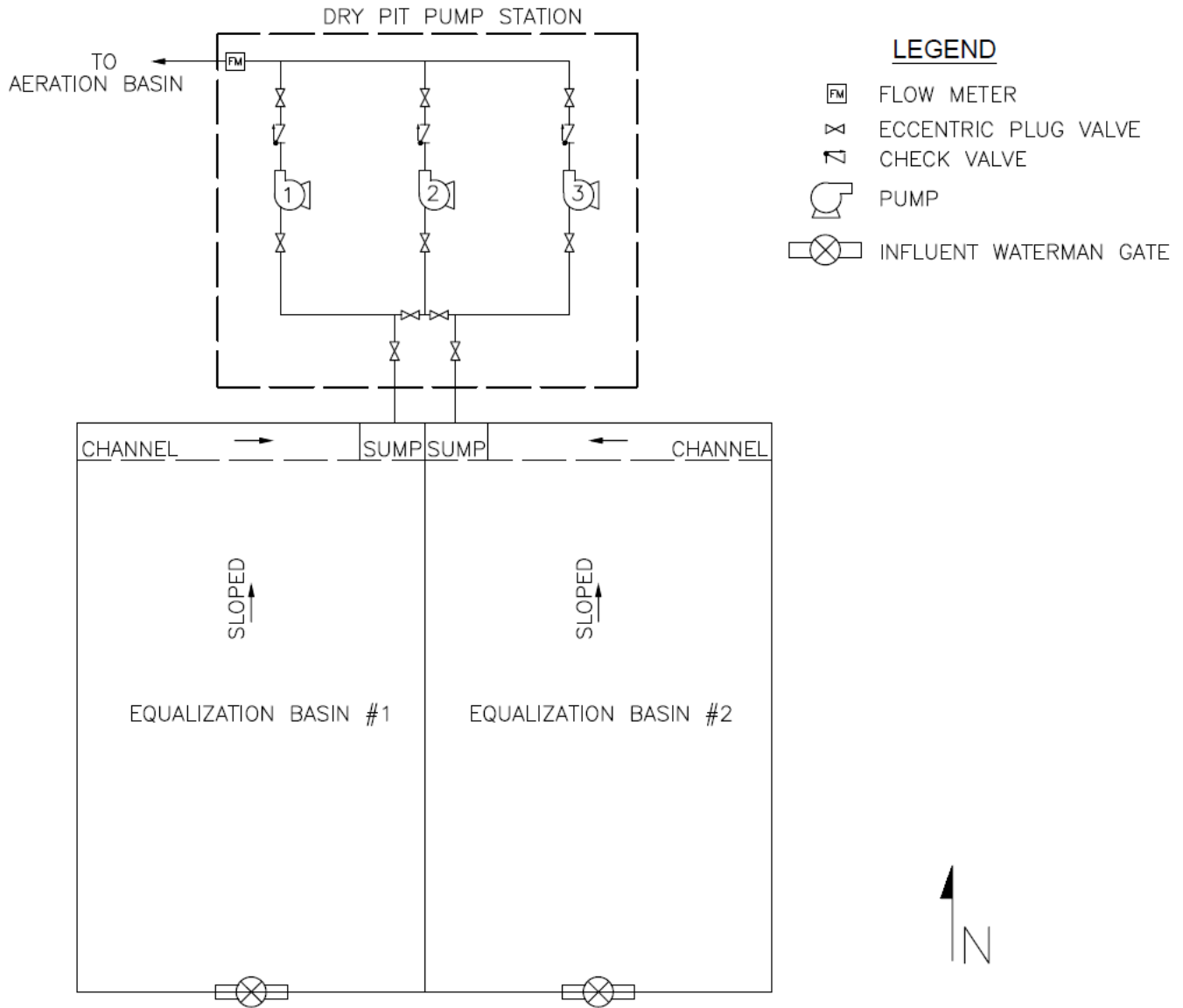
1. Prepare demolition plans to decommission and demolish the following:
  - a. Existing flow equalization (EQ) basins No. 1 and No. 2.
  - b. Existing screw pump lift station to be replaced with Vaughn chopper pumps.
  - c. Existing mechanical mixers (6) in aeration tanks No. 1 and No. 2.
2. The existing flow EQ basins' limited Record-Drawing volume of 651,485 gallons limits the practical treatment capacity of plant processes downstream. The new flow EQ basins will need to be designed with a volume of 1,000,000 gallons.
3. Design a new coarse bubble aeration system to mix and freshen the wastewater in the new flow EQ basins.
4. Design improvements to replace the existing screw pump station downstream from the flow EQ basins with a Vaughn chopper centrifugal pump configuration that is easier to control and simplifies pacing of EQ basin flow to the aeration basins. Decommission and demolish existing screw pump station.
5. Design a second new fine bubble aeration system (EDI tube diffusers) to mix and aerate the wastewater in Aeration Tank No. 1 and No. 2.
6. Design three new blower stations for:

- a. Aeration to freshen flow equalization basin
  - b. Aeration to activated sludge tanks
  - c. Foul air turnover and odor control in covered basins
7. Retrofit existing aeration basin influent box and effluent box to allow flows in and out of Aeration Tank No. 2.
  8. Design aluminum covers for odor control over the grit chamber, primary clarifiers, and new flow EQ basins.
  9. Design an odor control biofilter system to treat air ventilated from covered areas to a biofilter system.
  10. Design all new facilities with safe access for inspection and cleaning.
  11. Design sitework, including concrete, grading, paving, piping, and miscellaneous site improvements, as needed.
  12. Design modifications to existing facilities, as needed.
  13. Design all electrical infrastructure, including conduits, pull boxes, wiring, grounding, and enclosures; variable frequency drive (VFD) units and on-site electrical infrastructure; surveying; geotechnical engineering; permitting and regulatory approvals including AQMD compliance.
  14. SCADA programming and system integration to be coordinated with South Coast Automation Systems, Inc., the City's SCADA programming vendor.

The aerial shown below shows a schematic of the system components to be designed.



A schematic of the new EQ basins and pump station geometry is provided below:



Flow equalization system design parameters are:

<b>HYDRAULIC PARAMETERS</b>	<b>VALUE</b>
Plant (WRF No. 2) Permitted Capacity	3.0 mgd
WRF No. 2 Current Operating Flowrate	2.3 mgd
WRF No. 2 Design Peak Dry Weather Flow	4.5 mgd
WRF No. 2 Design Peak Wet Weather Flow	9.0 mgd
Expansion Plans	Expansion beyond 3.0 mgd not in foreseeable future
Bypass Capability	Flow can be bypassed by gravity to WRF 1 and WRCRWA plant downstream Capacities of sewers downstream from WRF2 conveying sewage to these other facilities have limitations
EQ Basin Outlet Pumping	Flow shall be paced at constant flowrate to secondary treatment aeration basins downstream
Suction Piping Velocities	≤5fps at 3 mgd
Discharge Piping Velocities	≤7fps at 3 mgd
<b>PLANT INFLUENT PARAMETERS</b>	<b>VALUE</b>
(SOURCE WRF No. 2 CONVERSION OF SUNKIST WASTEWATER TREATMENT PLANT PLANS – 1986	
Influent BOD Yearly Average	220-260 ppm
Influent BOD Peak Day	330-350 ppm
Influent SS Yearly Average	230-280 ppm
Influent SS Peak Day	350-400 ppm
Influent Ammonia Nitrogen	30 ppm
<b>WATER SURFACE ELEVATIONS</b>	<b>VALUE</b>
(SOURCE WRF No. 2 TERTIARY FILTRATION PROJECT PLANS – MARCH 26, 2014 based on 3.0 MGD RATE	
WSE @ Primary Clarifiers (3 mgd)	615.25'
WSE @ Flow Equalization (3 mgd)	614.25'
WSE @ Existing Screw Pump Inlet (3 mgd)	613.98
WSE @ Existing Screw Pump Outlet (3 mgd)	614.26
WSE @ Aeration Basin Inlet (3 mgd)	612.79
WSE @ Aeration Basin Outlet (3 mgd)	609.50
Existing Storage Volume in Flow Equalization Tanks	651,485 gallons
Required Storage Volume in New Flow Equalization Basins	1,000,000 gallons (500,000 gallons each basin)

Pump Station design parameters are:

<b>HYDRAULIC PARAMETERS</b>	<b>VALUE</b>
Process Pumping Rate for 15-25-hp VFD-driven Chopper Pump	1000-2100 gpm per pump 1000-2100 gpm for station
Efficiency for Process Pumping	>60%
Pumping Rate for draining EQ basins	>500 gpm
Drive	VFD-driven motors
Motor Synchronous Speed (nominal)	1200 rpm (6-pole)
Motor Speed During Normal Operation	800-1200 rpm (VFD)
Suction Manifold Diameter	16"
Suction Pipe Diameter	16"
Discharge Pipe Diameter	12"
Pump Manifold Diameter	12"
Discharge Pipe Diameter	12"
Mag Meter Diameter	12"
Velocity in Pump Suction at Design Pumping Rate	3.2 fpm
Velocity in Pump Discharge at Design Pumping Rate	5.6 fps (in 12" pipe)
<b>ELECTRICAL PARAMETERS</b>	<b>VALUE</b>
Primary Power Source	MCCD near pump station (If possible use abandoned screw-pump buckets for starters for blowers or chopper pumps)
Secondary Power Source	Power can be taken from other MCCs if required
Voltage at MCCD	480V 3 $\phi$ 60Hz
Number of Replacement Pumps	3 pumps, FC11, FC12, & FC13
Required Motor Horsepower (each pump)	Assumed 15-25 hp (FLA =21- 34 amps)

Equalization basin and activated sludge aeration system design parameters are:

<b>HYDRAULIC PARAMETERS</b>	<b>VALUE</b>
Number of Blowers	2 blowers: 1 duty, 1 standby
Aeration Method	Diffused coarse bubble aeration for mixing and odor control
Blower output for EQ basin aeration	$\geq 0.12$ scfm/ft <sup>2</sup>
Blower output for activated sludge aeration	To be determined by consultant
Drive	VFD-driven motors with 4:1 turndown ratio in airflow
Motor Synchronous Speed (nominal)	$\leq 1800$ rpm
Velocity in Ducts	$\leq 1800$ fpm
<b>ELECTRICAL PARAMETERS</b>	<b>VALUE</b>
Primary Power Source	MCCD near pump station (If possible use abandoned screw-pump buckets for starters for blowers or chopper pumps)
Secondary Power Source	Power can be taken from other MCCs if required
Voltage at MCCD	480V 3 $\phi$ 60Hz



Odor control system ventilation design parameters are:

<b>HYDRAULIC PARAMETERS</b>	<b>VALUE</b>
Number of Blowers	2 fans: 1 duty, 1 standby
Air Changes Per Hour	Provide for 3 air changes per hour with each EQ basin 1/3 full and grit chambers and primary clarifiers operating at weir outlet elevation
Blower output for odor control	2500-5000 scfm estimated
Motor Synchronous Speed (nominal)	≤1800 rpm
Motor Speed During Normal Operation	To be determined (belt drive)
Velocity in Ducts	≤1800 fpm
<b>ELECTRICAL PARAMETERS</b>	<b>VALUE</b>
Primary Power Source	MCCD near pump station (If possible use abandoned screw-pump buckets for starters for blowers or chopper pumps)
Secondary Power Source	Power can be taken from other MCCs if required
Voltage at MCCD	480V 3φ 60Hz

## **CONSULTANT'S SCOPE OF WORK**

Consultant shall:

Prepare preliminary design memorandum, calculations, plans, cost opinions, bid sheets, and technical specifications as required for the project described in the Project Description. City will provide CSI-format technical specifications for the consultant to edit as necessary for project-specific requirements. All engineering work shall be performed by a professional engineer registered in the State of California. Surveying work (if any) shall be performed by a licensed surveyor registered in the State of California. All reports, plans, and cost opinions shall be to a level of professional competence that is common among engineers performing like services. All final reports, plans, technical specifications, calculations, and cost opinions shall be stamped and signed by the licensed engineer responsible for the work.

The work will be occurring on City-owned property at the City's existing WRF No. 2 Facility. Therefore, permit requirements should be minimal. Consultant shall assist the City as needed in securing any required permits for the proposed improvements.

Prepare plans in AutoCAD 2018 .dwg format, or later, and provide a CD (or DVD) to the City in this format containing the plans (including all xrefs) along with PDF files. The City is currently operating AutoCAD 2021.

Prepare and provide a PDF formatted electronic file of final drawings for bidding and construction. Prepare record drawings on 24-inch x 36-inch mylar. The original drawings and digital files shall be the property of the City.

## **Task 1 – Project Administration**

Prepare and implement an effective Project Management Plan to keep the project on schedule. Attend adequate number of meetings to manage the project and provide the required deliverables. At a minimum, budget for the following:

### **A) Project Schedule, Status Reports, Invoices, Administration**

1. Prepare a project design and estimated bidding/construction schedule in MS Project. Update schedule monthly.
2. Prepare and submit with invoice monthly status reports providing an overview of progress made during the month and tasks to be accomplished during the following month.
3. Submit invoices which follow the task items provided in the hours/fee table provided with the proposal and/or used as a basis for the contract. Provide a brief narrative by task of the work performed during the billing cycle and copies of invoices for direct expenses.

### **B) Engineering Phase Meetings**

1. Kickoff Meeting
2. Project/progress meetings, as needed
3. Preliminary Design Memorandum Review Workshop
4. 50% Submittal Review
5. 90% Submittal Review
6. 100% Submittal Review

Additional meetings may be required at City's discretion if more than two months elapses between submittal reviews listed above.

At City's discretion, meetings may be held remotely to accommodate COVID-19 safety recommendations.

### **Task 1 Deliverables**

- 1) Meeting Agendas & Minutes (electronic)
- 2) Monthly Status Reports (electronic)
- 3) Monthly Updated Project Schedules (electronic)
- 4) Monthly Invoices (electronic)

## **Task 2 – Review and Assess Existing Conditions, Survey, Geotechnical, and Permits**

Research existing conditions necessary to develop a Preliminary Design for the project. This Task includes, but is not necessarily limited to, the following items:

- A) Site Reconnaissance – Conduct a site reconnaissance of the proposed site and surrounding area.
- B) Record Drawing Review – Review existing record drawings to become familiar with on-site infrastructure and structures.
- C) Research – Perform research of records including utilities, conduits, electrical equipment, structural record drawings and other agency records as necessary to secure information required to identify, locate, and accurately layout all existing utilities and improvements, within project limits that may interfere with proposed improvements. Information to be researched will be, as a minimum, the following:
1. Review existing utility and plant record drawing plans, where applicable.
  2. Perform field investigation and measurement to assess existing site conditions.
  3. Identify underground or above-ground utilities in project vicinity which may impact any routing of piping.
- D) Utility Research/Potholing/Locating/Mapping – Perform necessary research to identify all existing utilities and potential conflicts which may conflict with proposed conduits or work. Pothole existing utilities to verify depth and location (assume 10 potholes). Provide all required surface repair (where applicable) necessary for potholing work. Locate all existing utilities within project limits to a quality level (QL) B per ASCE 38-02. Exhaust all utility locating methods to positively identify the horizontal and vertical locations of the utility lines. This includes utilizing equipment such as: electromagnetic locator, locatable CCTV push camera, ground penetrating radar, locatable duct rod, and or crawler camera and lateral launch equipment. Utility locations along with depth estimates shall be marked directly on the surface. Markings shall be refreshed/re-marked prior to the start of construction. Provide a comprehensive 2D utility map in CAD and PDF of all existing utilities within project limits.
- E) Geotechnical, Corrosion Control & Seismic Information – City will provide Consultant for its use a geotechnical engineering report prepared by others for this Project, including field explorations and laboratory tests, corrosion, and seismic investigations to assess the general conditions of the project site and to provide final design recommendations for:
- Excavation
  - Use of native or imported materials for fill and backfill
  - Compaction
  - Foundations
  - Retaining walls
  - Drainage
  - Asphalt concrete pavement
  - Construction methods

- Seismic design parameters
- Corrosion control

F) Permits – Consultant shall, on behalf of and as directed by City, complete the applications, prepare all required supporting documentation, and design facilities such that the construction contractor, with the support of the consultant and the City, will be able to secure all required permits and clearances from all required departments within the City, private utilities and companies, and other public or private agencies or parties to construct the proposed facility and allow the City to operate and maintain the proposed facility. All costs associated with applying for and obtaining permits shall be included Consultant’s fee proposal for this Task, except where otherwise stated. Permit fee costs shall be paid by City to the permitting agency. City permits will be provided as “no fee” permits. Only work within public right-of-way will require a City Public Works encroachment permit. Permits anticipated for this project include:

- South Coast Air Quality Management District (AQMD)

### **Task 3 – Preliminary Design Memorandum and Technical Memoranda**

A.) Prepare and submit Preliminary Design Memorandum (letter report, 1 paper copy + electronic) including the following:

1. Executive summary of recommendations.
2. Recommended specifications for the following topics:
  - i. Section 01 10 01 Summary of Work and Sequence of Construction. City will furnish template.
  - ii. Section 01 10 02 Sequence of Operation. City will furnish template.
  - iii. Technical specifications for bubble diffusers
3. Listing of known potential utility interferences
4. Schematics of required piping.
5. Specification Outline
  - i. City will provide master list of specification templates available. (These are also itemized on the construction cost template.)
  - ii. Technical Specification templates will be furnished to Design Engineer for editing based on Specification outline.
6. Engineer’s opinion of probable construction cost.

B.) Prepare and submit Technical Memorandum on Vaughn chopper centrifugal pumps, flow meter, aluminum covers, bubble aeration system, blowers, and odor control biofilter system selection to be included as appendix to Preliminary Design Memorandum. Provide recommendations for Vaughn chopper centrifugal pumps, flow meter, bubble aeration system, blowers, and odor control biofilter system make, model, and operational features.

1. Include technical memorandum as an appendix to Preliminary Design Memorandum.

#### **Task 4 – Final Engineering and Preparation of Construction Contract Documents**

1. Final Engineering Documents prepared by Consultant shall include all engineering services required by the City to carry out the concepts agreed upon by the City in the Preliminary Design Memorandum.
2. Final Engineering shall include detailed engineering calculations, designs, construction plans, specifications and special provisions and engineer's construction cost estimates for the project that will enable the City to advertise and award the construction contract for the project.
3. All plans except electrical and instrumentation schematics shall be drawn to scale. Plan views shall include north arrows.
4. Plan sheets shall include:
  - a. Preparation of Contract Document Drawings
    - i. General sheets including:
      1. Title sheet (City provided)
      2. Vicinity and location map
      3. Drawing index, legend, telephone numbers, symbols and abbreviations
      4. Identification of allowable storage and staging areas.
    - ii. Civil sheets including:
      1. Site plan and demolition plan, including identification of potential utility conflicts, mechanical piping tie-in points, on-site interferences, and any incidental demolition required.
    - iii. Piping and ductwork plans, including:
      1. Mechanical piping and ductwork plan
      2. Connection details and hanger and support details
      3. Process aeration piping and equipment plan
      4. Other details
      5. Valve, and equipment schedules
    - iv. Structural plans, including:
      1. Overhead piping racks, supports, columns, and foundations.
  - b. SCADA programming will be provided by City.
5. Specifications shall conform to CSI standardized format and shall include:
  - a. Specification sections 01 10 01, 01 10 02, and 01 10 04 from design report updated as required for bid.
  - b. Bid form and Section 01 22 00 Unit Prices (bid item descriptions)
  - c. Consultant – edited Division 1 specifications using City furnished templates.

- d. Consultant – edited Division 2-49 specifications using City furnished templates.
    - i. The City suggests using City template specifications whenever possible to reduce editing and review time by the consultant and City staff.
6. Deliverables shall include:
- a. 50% Submittal
    - i. 1 electronic plan set in PDF format
  - b. 90% Submittal
    - i. Engineer’s Opinion of Probable Construction Cost
    - ii. 1 electronic plan set in PDF format
    - iii. 1 electronic set of specifications in MS Word
  - c. 100% Submittal
    - i. Engineer’s Opinion of Probable Construction Cost
    - ii. 1 electronic plan set in PDF format
    - iii. 1 electronic set of specifications in MS Word
  - d. Final Submittal
    - i. Engineer’s Opinion of Probable Construction Cost
    - ii. 1 signed and sealed electronic plan set in PDF format
    - iii. 1 signed and sealed electronic set of specifications in MS Word
    - iv. 1 copy of appendices and bid form
    - v. Electronic files of all submitted documents.

City will review and approve the completeness and accuracy of 50% set of plans prior to payment. Plans failing to include items specified will be returned without comments. City will return 50% plans with comments pertaining to required improvements for the Project. City will review and approve completeness of 90% plans and cost opinion prior to payment. Plans submitted as 100% should be close to bid-ready documents. Consultant shall provide a digital copy of the final signed/sealed project plans in AutoCAD 2018 .dwg or later format and PDF to the City on a CD (or DVD).

#### **Task 5 – Bidding Services**

- A) Bidding Phase Support - Assist City in providing clarification and prepare information to be used in addenda as needed for questions that may arise during the bidding process. City will prepare and make available to plan holders any required addenda. Attend the pre-bid meeting and assist City with bid evaluations and recommendation of bid award.
- B) Conformed Plans and Specifications - Prepare conformed plans and specifications for use in constructing project. Conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to final design plans.

## **Task 6 – Engineering Construction Services**

Consultant shall assist the City during the construction of the project by performing the items below:

A) Engineering Support – Assist the City with the following:

1. Provide professional engineering services to address and respond to up to twenty (20) Requests for Information (RFI's) from the contractor,
2. Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered,
3. Review and provide recommendations regarding proposed change orders, as needed, and
4. Attend pre-construction meeting and up to ten additional office or construction site meetings during construction.

B) Review of Equipment and Shop Drawing Submittals – City staff will review the majority of submittals. Engineer of record will review up to twenty (20) equipment and shop drawing submittals for completeness and conformance with the contract documents, including:

1. Vaughn chopper centrifugal pumps
2. Flow meter
3. Bubble aeration system
4. Blowers
5. Odor control biofilter system
6. Pipe support structures and foundations
7. Electrical connections
8. Instrumentation

Routine submittals of other items will be completed by City.

Confirm that any deviations or substitutions submitted by the Contractor are equal to or of better quality than specified in contract documents. Provide recommendations and review with input from City staff. All substitutions shall receive City concurrence prior to approval. Assume each submittal will require at least two separate reviews before approval. Submittals, other than large drawings, will be provided in PDF format by the contractor. Return a scanned image (PDF) file, with the Consultants review stamp and signature, of each preliminary and final submittal which has been reviewed for conformance with the contract documents.

C) Minor Plan Revisions – Budget twenty (20) hours of staff time for minor plan revisions to construction drawings.

D) Preparation of Record Documents (As-Builts) – The construction contract will require the contractor to provide to the City for review and approval one set of as-built plans showing the design changes made during the course of construction.

Consultant shall prepare record drawings from contractor and construction inspector as-built drawing, markups, and field notes and stamp and sign the Record Drawing set. Submit the following:

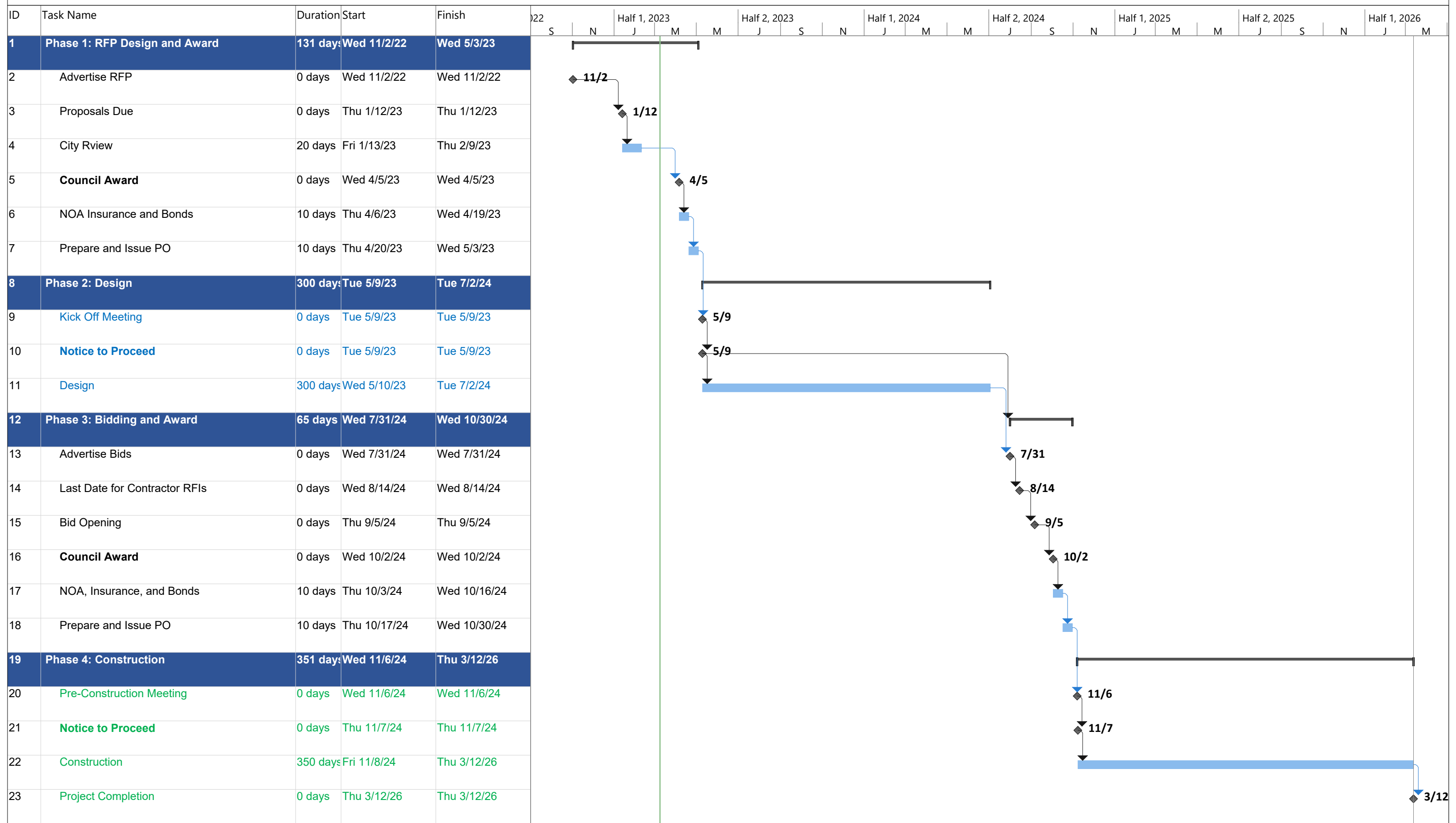
1. One (1) set of 24-inch x 36-inch mylar “Record Drawings”
2. One PDF copy
3. One (1) CD (or DVD) with the record drawing files saved in AutoCAD 2018



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**[PROJECT SCHEDULE ON FOLLOWING PAGE]**

**City of Corona  
Public Works Department  
WRF No. 2 Odor Control, Aeration, and Flow Equalization**



**EXHIBIT "C"  
COMPENSATION**

**[HOURLY BREAKDOWN/FEE SCHEDULE BY TASK ON FOLLOWING PAGE]**



## HOURLY RATE SCHEDULE

### CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates \$/Hour</u>
Principal II.....	293.00
Principal I .....	279.00
Senior III .....	252.00
Senior II .....	240.00
Senior I .....	232.00
Associate III .....	208.00
Associate II .....	197.00
Associate I .....	191.00
Assistant V .....	173.00
Assistant IV .....	156.00
Assistant III .....	144.00
Assistant II .....	135.00
Assistant I .....	98.00
 <u>Survey Services</u>	
2-Person Survey Party .....	302.00
1-Person Survey Party .....	208.00
 <u>Inspection Services</u>	
Construction Manager II .....	245.00
Construction Manager I .....	185.00
Inspector (Non-Prevailing Wage) .....	141.00
Inspector Overtime (Non-Prevailing Wage) .....	190.00
Inspector (Prevailing Wage) .....	152.00
Inspector Overtime (Prevailing Wage) .....	200.00
 <u>Administrative Services</u>	
Project Coordinator .....	115.00
Administrative Assistant III .....	102.00
Administrative Assistant II .....	91.00
Administrative Assistant I .....	72.00
 <u>Other Direct Expenses</u>	
Incidental Charges .....	Cost + 15%
Postage .....	Cos
Subcontracted Services .....	Cost + 15%
Special Consultant.....	365.00
Survey/Inspection Per Diem.....	Prevailing Wa
In-House Delivery Up to 1/2 hour.....	32.00
In-House Delivery 1/2 Hour up to 1 Hour.....	64.00
In-House Delivery Over 1 Hour up to 2 Hours .....	118.00
In-House Delivery Over 2 Hours .....	170.00
Survey/Inspection Vehicle .....	0.81/Mi
Mileage .....	0.72/Mi