

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH J. SMITH & T. MULI, INC.
(ENGINEERING SERVICES – STORM DRAIN AND STORMWATER MANAGEMENT
MASTER PLAN, RFP 24-052AS)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of May, 2024 (“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 J. Smith & T. Muli, Inc., a California corporation with its principal place of business at 33161 Camino Capistrano, Suite-D, San Juan Capistrano, CA 92675 (“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 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 Storm Drain and Stormwater Management Master Plan project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

CA\DD\02000.50101\1401461.15

(CITY ATTY: 05-19)

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 engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from May 1, 2024 to June 30, 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.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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: Tim Muli, Jonis C. Smith, and Nicole Rieger.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director/City Engineer, 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 Tim Muli and Jonis C. Smith, 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,

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

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.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 minimum per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 minimum per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate minimum.

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

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

(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

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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 Six Hundred Ninety-Nine Thousand Eleven Dollars (\$699,011) (“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 RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

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

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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)

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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:

J. Smith & T. Muli
33161 Camino Capistrano, Suite-D
San Juan Capistrano, CA 92675
Attn: Tim Muli

City:

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

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

3.6.2 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.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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 J. SMITH & T. MULI, INC.
(ENGINEERING SERVICES – STORM DRAIN AND STORMWATER MANAGEMENT
MASTER PLAN)

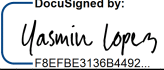
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

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

Reviewed By: Fredy Castillo
Fredy Castillo
Project Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attest:

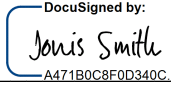
Sylvia Edwards
Sylvia Edwards
City Clerk, City of Corona, California

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH J. SMITH & T. MULI, INC.
(ENGINEERING SERVICES – STORM DRAIN AND STORMWATER MANAGEMENT
MASTER PLAN)

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

J. SMITH & T. MULI, INC.
a California corporation

By: 
A471B0C8F0D340C...

Jonis Smith
President

By: 
7A0B3CC4F5FF485...

Timothy Muli
Secretary

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

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 engineering services necessary for the Storm Drain & Stormwater Management Master Plan Project. The Services are more particularly described herein.

TASK 1. PROJECT MANAGEMENT, COORDINATION & REPORTING

Task 1.1. Work Plan & Project Management

The Consultant will perform project management and coordination of project staff and processes for the duration of the project. Consultant’s project manager in coordination with the city will create a work plan identifying project milestones, deliverables, and delivery schedule. The work plan will be updated after the project kickoff meeting and subsequent updates will be performed as needed as the project progresses.

Task 1.2. Project Meetings and Coordination

The Consultant will provide resources to lead the meetings described below. The Consultant will be responsible for providing meeting agendas, preparing meeting handouts, taking notes to prepare final meeting minutes and revisions to handout, and will provide monthly Project status updates via email and/or telephone to discuss budget, schedule, status, and Project issues.

Task 1.2.1 - Kickoff Meeting

The Consultant will prepare and lead the Project kick-off meeting with City to discuss and review the Project goals, constraints, and approach, Project reporting/communication protocols, City expectations, including, Project Schedule, Modeling Criteria and Methodology, Final Deliverable Document Structure, Programmatic Determinations, and SCW Program Goal. The Consultant will prepare a meeting agenda for approval by the City PM prior to the kick-off meeting.

Task 1.2.2 - Monthly Meetings & Updates

The Consultant’s project manager will conduct project monthly meeting to provide updates to the city project manager, to review the status of action items, deliverables, and the preparation of documents or exhibits necessary for the discussion of the coordination meetings. The meeting will be conducted either in-person (at City Hall), telephone, and/or webinar conference (hosted by The Consultant) at the City’s discretion. The Consultant will prepare and update electronic Project schedule (baseline and monthly progress updates) in searchable pdf and MS Project format. The Consultant will prepare and update electronic Project schedule (baseline and

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

monthly progress updates) in searchable pdf and MS Project format. Schedule will include all submittals, meetings, workshops, and milestones, and will incorporate a minimum 3 week period for City review of all deliverables.

Task 1.2.3 – Coordination Meetings

The Consultant will manage and facilitate correspondence with key stakeholders such as, but not limited to, neighboring cities as will be necessary based on project limits, the County of Los Angeles, Caltrans, United States Army Corps of Engineers, and other jurisdictions as required. The Consultant will provide monthly Project status updates via email and/or telephone to discuss budget, schedule, status, and Project issues. The Consultant will prepare meeting agenda, meeting minutes, technical memorandums, reports, and PowerPoint presentations (if required) for all meetings for the duration of the Project.

Task 1.2.4 - Workshops

The Consultant will provide workshops throughout the Project to provide updates on major milestones established in Task 1.1 above, which will allow for discussion between The Consultant and City staff, and approval of The Consultant's recommendations. We will prepare and conduct the milestone workshop presentations to City staff (using City's PowerPoint template) as indicated in each task and at the conclusion of each Task milestone to confirm the Project requirements, construction schedule, costs, and constraints. Workflow materials manual deliverable will be in Word and PDF form.

Task 1.2.5 - Project Coordination

The Consultant will perform project coordination of project staff and processes for the duration of the project. We will notify City of any out of scope work items and will obtain City approval prior to proceeding, no exceptions. We will establish a project dedicated FTP site for file transfers. The Consultant will submit all correspondence, submittals, and deliverables (preliminary and final) both via hard copy and electronically (CAD, ESRI GIS, searchable pdf, word, excel, and original file formats via the FTP site). The review period for all deliverables will commence when hard copies are received. The Consultant will provide the city with access to a web-based filing structure for all deliverables, meeting minutes, submittals, and any documentation associated with the Project.

Deliverable(s):

- All meeting agendas and presentations to the City five (5) working days prior to meetings, and all meeting minutes will be submitted within three (3) working days following each meeting. City comments will be incorporated, and final minutes published for distribution and record.
- Modeling workshop, workflow material, and manual.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

- Meeting notices, agendas, handouts, minutes, monthly Invoices, and certified payroll
- Detailed Work Plan due at kickoff meeting
- Updated project schedule due at the kick-off meeting and maintained throughout the project Monthly progress reports to accompany each monthly invoice.
- Monthly progress reports to accompany each monthly invoice.
- Quality Management Plan due at the kick-off meeting

TASK 2. DRAINAGE SYSTEM INVESTIGATIONS, ASSESSMENT & PLANNING

Task 2.1 Data Gathering and Records Review

The Consultant will collect and review relevant data provided by the city, County, Caltrans, or other sources. This data includes the existing stormwater asset GIS layer, as-built drawings including recently contracted capital improvements, available maintenance records, soils maps/data & environmental data, land use maps/data, existing hydrologic and hydraulic reports and floodplain mapping, water quality information, historical groundwater data, available maintenance records, soils maps/data, land use maps/data, existing/historic CCTV videos, other research data. and any other previous studies. Operating and maintenance records; City maps and Geographic Information System (GIS) files; Hydrologic and environmental data; acquire methodology, criteria, and relevant information from City, County, FEMA maps, latest USGS maps, NOAA, and other public/agency sources; Local, State, and Federal stormwater regulatory requirements and provisions; and City's General Plan; Latest City/Riverside County Low Impact Development (LID) guidelines; Interview City staff to gather stormwater system history, operations and maintenance; Identify and discuss alternative recommendations early in the mapping stage; and Other available records and data necessary to develop the SDSMMP. This Task will include physical assessment of the existing stormwater facilities and identifying the systems that may require CCTV condition assessment. This task also includes compiling this data to form a complete inventory of stormdrains, culverts, debris basins, manholes, detention basins, and other drainage structures within the city. The Consultant will meet with operations and maintenance staff to discuss any known failing stormdrain infrastructure within the City and collect any stormdrain conditions and flood damage record. The inventory will be used to complete the City's GIS layer, which will be a critical tool for planning and maintenance administration of citywide stormdrain systems. The Consultant will collect additional data such as right-of-way, utility information, property ownership and geotechnical data.

The extent of data sources associated with the project will be extensive and will benefit from an organized tracking system. The Consultant will compile a list of data requests for information not already provided during the proposal process and present it at the Kick-off Meeting. The Consultant will prepare and maintain a list

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

of items identified by the city or requested by the consultant indicating the item(s) requested, a person responsible to collect the information, when it is needed by, and when it was provided to the Consultant. The Data Collection List will be updated and distributed with the monthly project reporting. This Task will also include visual inspection of stormdrain manholes, catch basins, culvert inlets and outlets, and other drainage structures, including debris basins, detention basins, and regional drainage facilities.

Deliverable(s):

- Summary of existing records and any historical data.
- Summary of the permits/approvals typically required for the City's use. The entries in the summary will be segregated into two categories – City NPDES/MS4 Permit requirements and requirements of RCFC&WCD.
- Technical Memorandum – summary of the results of this task and basis of the recommendations

Task 2.2 Drainage System Assessment

The Consultant will identify the key components of the City's existing drainage system to analyze deficiencies and recommend improvements. This task includes establishing a practical naming convention, identifying crossings, assessing pipes, culverts, structures, streams, and open channels, establishing ownership, and regulating authorities. Evaluate the City flooding events, identify historic flooding locations and their impact on the City's drainage infrastructure to develop case studies in which the flooding events have subjected private and public property to damage. The assessment shall include, at a minimum, the following:

- **An assessment of current conditions based on desktop review (i.e., date of installation, location, age, estimated remaining service life, etc.).**
- **The types of problem resulting if the drainage facility failed (flooding, erosion, damage to adjacent property) Provide general recommendations that individual landowners can follow to reduce flood damage to their properties.**
- **Develop a map showing the city limits identifying Risk Assessment (i.e., risk to life or property):**
 - **High Risk Areas**
 - **Medium Risk Areas**
 - **Low Risk Areas**

The Consultant will also prepare a stormdrain infrastructure inventory, including list of systems with defects and organize in tabular/ graphical easy to follow illustrations for inclusion in the master plan report. The Consultant will prepare required maps/exhibits of condition assessment results. This inventory will be combined with the other City storm drain infrastructure inventory developed in Task 2, to form a comprehensive and complete inventory that includes drainage systems within the

city. The physical inspections inventory report will summarize critical structural and drainage related problems and will discuss any existing physical or regulatory constraints.

Assumptions:

The City will provide available data for review. The Consultant will conduct a search of available as-builts for City & private drainage structures, regional drainage structures from RCFC&WCD, Caltrans, and others.

Deliverable(s):

- Data Collection Summary Table, complete System Inventory Report, Condition Assessment and
- Set of criteria for evaluating relative importance of each of the factors to help inform CIP priority lists development.
- Preliminary written analysis of the adequacy of City's existing drainage facilities

Task 2.3 Update Drainage Facility GIS Database

The Consultant will update the City's existing GIS storm drain network system layers to incorporate the data collected while ensuring that the finished GIS system layers are compatible with City's systems. The storm drain network shall be updated to show storm drain network features within the City and shall include ownership (City, County, Caltrans, or private), pipe material, size, year it was built, and similar relevant data. The Consultant will acquire manhole inverts from as-built, or by evaluating the invert elevations of adjacent manholes within the same system (upstream and/or downstream) in areas not included in the field investigations. This task will include completing GIS attributes for City storm drain infrastructure. The network shall also be updated to show post-construction BMPs (as applicable), retention/detention basins, outfall locations and storm drain laterals. The GIS data provided by the city as part of RFP, contained approximately 150,710 LF of pipes and culverts with a diameter greater or equal to 10-inches or with incomplete diameter information. The Consultant estimates that approximately 3/4 of the pipe network is owned and maintained by Corona which calculates to approximately 113,000 LF of facilities to collect GIS parameter attributes for H&H modeling. To collect the necessary model parameters, The Consultant's team will review as-built drawings for the entire City-owned and maintained storm drain network and then transcribe the missing attributes to the GIS dataset. Collection of the as-built drawings is assumed to include up to 6 days of on-site research at City offices to scan drawings and locate files. It is also assumed that the GIS data provided as part of RFP documents is for City-owned and maintained facilities.

This Task will cover GIS-related efforts as detailed in the RFP, including establishing GIS-based modeling system and mapping tools for assessing storm water operations and maintenance practices and service level requirements,

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

identifying system deficiencies, and managing assets, planning, and prioritizing Capital Improvement Plan (CIP) projects. In the end, The Consultant will prepare and provide Hydrological Calculations/ Modeling and Maps (GIS Interface) and a GIS-based storm drain atlas (latest ArcView GIS version/format) to be included as part of the final submittal to the city. We understand that the city utilizes the ArcGIS Pro system, which can seamlessly interface with the platform of ARCGIS online.

The Consultant expects the city staff to perform or be available to provide support in the following areas:

- City staff will provide available GIS information.
- City's ArcGIS online account will be used to configure the Hydrological Calculations/ Modeling and
- Maps interfaces. City staff will allow access to Consultant's staff.
- City staff will be available to publish GIS services.
- City staff will provide electronic copies of past studies and it is the responsibility of the Consultant to estimate the various storm drainpipe types based on this available information.

The Consultant will prepare required maps/exhibits for inclusion in the master plan report, including creating a digital storm drain atlas at a scale to be agreed with the City.

Task 2.4 CCTV Condition Assessment

The Consultant will perform both video and physical inspection of the city storm drain. The Consultant shall upon completion of the qualitative assessment in Task 2.1.1, identify storm drain segments that would require to be CCTV'd and those that would only need physical inspection. The Consultant will then develop a CCTV and Physical inspection plan and present to the city in a Pre-Assessment Workshop. Once the plan is approved by the city, The Consultant will move forward with implementation of a Citywide Video (CCTV) and physical inspection. Field physical inspection will include limited field measurements, if possible, for depth of pipe, pipe size, and pipe condition (if visible). This task does not include enclosed space work. Catch basins and manholes will be located based on a GPS field inventory. Information will be transferred into a City GIS layer, including Catch basin/Manhole/Pipe material type, catch basin/Manhole/Pipe Size, Age of Construction (if available), Referenced Construction Plans (if available), GPS Location, and Invert Elevation. The storm drain GIS network provided as part of the RFP which consisted of gravity mains, laterals, and catch basins, has approximately 535,000 linear feet (LF) of pipes and culverts with a diameter greater or equal to 10-inches or with incomplete diameter information. **Based on the GIS storm drain data provided, we approximate the total length of storm drain systems to be video inspected to be 180,753 linear foot of 18" to 36" storm drain systems, which is estimated to be complete in approximately 50 calendar days. The criteria utilized in this estimation was based on prioritizing areas with relatively flatter slopes, older City streets/areas, areas with known history of**

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

mud flow, and areas with known history of landslides. Exhibit 1 in the Scope of Services (City of Corona SDSMMP Systems Recommended for CCTV), shows the storm drain systems proposed by the Consultant's team to be video inspected, based on this criterion. If the Consultant, in coordination with the City determines it is necessary to cover additional storm drain pipes and inlets, the extra work shall be performed at an additional fee. The Consultant's daily rate fee for the additional CCTV work in case it will be determined necessary, to cover the additional systems will be \$4,695/day. **The Consultant assumes that no hydro-cleaning will be necessary to allow camera transponder to progress down the pipe system. If it is determined that hydro-cleaning is necessary, the Consultant team assumes that this task will be performed by the City. However, at City's request the Consultant's team may contract a sub-consultant on behalf of the City to perform the pipe cleaning at an additional fee, approximated not to exceed \$3,500 per day.**

The Consultant will also prepare a storm drain infrastructure inventory, including list of systems with defects and organize in tabular/ graphical easy to follow illustrations for inclusion in the master plan report. The Consultant will prepare required maps/exhibits of condition assessment results. This inventory will be combined with the other City storm drain infrastructure inventory developed in Task 2.1.1, to form a comprehensive and complete inventory that includes drainage systems within the city. The video and physical inspections inventory report will summarize critical structural and drainage related problems and will discuss any existing physical or regulatory constraints.

Assumptions:

The City will provide available data for review. The Consultant will conduct a search of available as-builts for City & private drainage structures, regional drainage structures from Los Angeles County, Caltrans, and others.

Deliverable(s):

Data Collection Summary Table, complete System Inventory Report, CCTV Report, Condition Assessment and GIS Technical Memorandum

Task 2.5 Condition Assessment System Categorization

The Consultant will use the CCTV data and other information collected and contained in the inventory report to categorize the condition, useful life, and value of the existing storm drain assets. The Consultant will recommend use of the NASSCO pipeline assessment standards to categorize the condition of the pipe and storm drain structures, (or work with the City to develop a city approved categorization). storm drain segments will be assigned a category/ranking based on this categorization criteria. The Consultant will review the conditions to determine the value of the assets and assess need for repair/rehabilitation.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

The Consultant will prepare a comprehensive Condition Assessment Report with a rating/ranking summary of each of the storm drain segments. This Task will include one (1) meeting with City staff to discuss and approve the recommended condition assessment system

Deliverable(s):

- Assess needs and summarize crucial data for this work.
- Updated inventory of all drainage components/DEM and GIS-based maps
- Technical Memorandum - Summary of the results of this task and basis of the recommendation

TASK 3. HYDROLOGY & HYDRAULICS

Task 3.1 Establish Engineering Design Criteria

The Consultant will establish the design criteria for hydraulic and hydrologic design requirements prior to initiating the preliminary design process. The process will include reviewing the applicable standards and criteria and setting a criterion for the assessment to ensure that the required level of flood protection is provided to meet the various jurisdictional agency requirements. The criteria will be in conformance with the City of Corona Engineering Standards, as well as the guidelines outlined in the Riverside County Hydrology Manual methodology and local hydraulic design standards. During this process, the software options will be reviewed and selected for hydrology and hydraulic modeling. These recommended design criteria and guidelines will be summarized in a technical memorandum that will be submitted to the City for review and approval. The design criteria memorandum will also include an overview of the options for environmental clearance for the master plan. This guidance document will serve as a reference framework to help the decision-making process in the condition assessment and determination of necessary capital improvements in later tasks.

Task 3.2 Delineate Existing Drainage Areas

The Consultant will update the City's existing watershed/sub-basin boundary maps to confirm current drainage patterns and based on field investigations and topographic data. If it makes sense, the Consultant will maintain the drainage areas identified in previous City Stormdrain Master Plan, in the ultimate built-out condition. The Consultant will utilize the topographic data that will be provided by the city. In this process, the Consultant will use both ESRI GIS and AutoCAD and update/develop drainage areas and subareas necessary to perform required hydrology analysis and generate peak flows at required locations and allow detailed hydraulic analysis for the City stormdrain systems.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

Task 3.3 Hydrology Analysis

The Consultant will prepare the hydrology analysis of the study area for the 10-year and 100-year flood frequencies in accordance with the Riverside County Hydrology Manual. The hydrology analysis will factor in flow coming from neighboring cities in evaluation of drainage areas. Subareas will be delineated down to the inlet level in order to capture variance within the landscape that may have significant impacts on storm drain capacity. The hydrology analysis will also be prepared to quantify peak flow rates for runoff during major storm events for built-out conditions based on the latest City Land Use Plan. Hydrology analysis will be performed utilizing PCSWMM which is based on the EPA SWMM 5.0 engine using a GIS linked model acceptable by RCFC&WCD and conforming to the guidelines and procedures outlined in the County Hydrology Manual. The rational method hydrology will be used to size the storm drain inlets, and pipe systems, including MS4 facilities while synthetic hydrographs will be used to determine flow volumes where needed, and specifically for retention and detentions basins as well as BMPs. This hydrology shall evaluate the 24-hour duration storm for the 10-year and 100-year events based on the most current rainfall data published in the NOAA Atlas 14. Recommended master plan storm drain infrastructure improvements will be sized to meet the city standards as well as the County of Riverside flood control criteria, which will include containing the 10-year storm below the top of curb elevation and the 100-year storm within the public right-of-way. Hydrology calculations will be performed for both the existing conditions and the ultimate conditions.

AES Model Calibration: The PCSWMM Hydrology model will be calibrated from a paired Advanced Engineering Software (AES) model. AES is a hydrologic software package commonly used in Southern California for drainage design projects and includes RCHM specific modules for enhanced local accuracy. AES and PCSWMM are both time series models that calculate discharge flow rates for a given storm depth and duration, however, they differ in how they simulate storm events and how they generate surface runoff. AES uses an intensity duration frequency curve to estimate rainfall during each time step whereas PCSWMM uses a hydrograph to define the approximate percent of total rainfall that is being applied during each time step. Both models utilize a land use-based method to estimate the percent of rainfall that becomes runoff but differ in the approach. AES uses a traditional Rational Method formula whereas PCSWMM uses a modified Curve Number method. The PCSWMM model will be calibrated to closely match results of the AES model for the calibration area(s).

Identical test models for the calibration area(s) will be created in both PCSWMM and AES. Calibration will consider how the two software packages differ in producing peak runoff flow rates at critical junctures throughout each modeled drainage system. The evaluation will aim to calibrate the PCSWMM results to within approximately ten percent of the AES results. Calibration options will include

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

adjustments to the time concentration, runoff coefficients, shape of the runoff hydrograph, and rainfall depth for the given storm event. Final calibrated model results will be presented to the City for review, discussions, and approval before proceeding with hydraulic analysis.

Task 3.4 Hydraulic Analysis

The Consultant will use the results of the hydrology analysis to conduct both 1-dimensional and 2-dimensional (1D/2D) hydraulic analyses in PCSWMM. Additionally, an alternatives study will be conducted to address any deficiencies in the existing system. Where pipelines are unable to handle runoff or if the computed hydraulic grade line exceeds established criteria, appropriately sized replacement lines, diversions, or supplemental lines will be considered.

A city-wide hydraulic analysis of the conveyance capacity of the existing storm drain system, encompassing subsurface storm drains and open channels 18" and larger, will be performed. This analysis will determine the conveyance capacity of the system, with the 2D modeling aspect focusing on street flooded width calculations at critical locations to ensure compliance with design and local criteria. The analysis will help determine the need for additional catch basins to enhance safety during large storm events by providing a "dry lane" for emergency vehicle access.

The storm drain capacity analysis will primarily evaluate the hydraulic grade line rather than relying solely on "normal depth" calculations. PCSWMM will be utilized for hydraulic grade line (HGL) calculations. The resulting hydraulic model will serve as a baseline to identify system deficiencies and test modification alternatives for recommended storm drain improvements. Storm drain water surface profile models will be generated for lines 18" and larger, incorporating downstream tailwater controls in major systems.

The task also includes preparing preliminary alignment and sizes for recommended backbone drainage facilities to ensure sufficient flood protection. The Consultant will use the hydraulics module of EPA SWMM for this hydraulic analysis. The integrated Hydrology and Hydraulics model will evaluate current and future stormwater capacities, identify system deficiencies, and assess flood-prone areas. A training workshop will be conducted, along with ongoing instructional material preparation, focusing on the operation of the fully calibrated stormwater model and detailing the precipitation analysis and criteria used in the model.

Task 3.5 Capacity Analysis and Hydraulic Deficiency Identification

The Consultant will use the hydraulic model created in Task 2.2 (iv) to determine a list of recommended system improvements based on the existing and ultimate

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

conditions. The model will provide the baseline model to identify system deficiencies and will be used to determine the recommended storm drain improvements to meet ultimate conditions. The storm drain water surface profile models will be generated for the City's 18" and larger storm drain lines. Private or other jurisdiction storm drains systems will not be analyzed. Hydraulics analysis will be performed for the 10-, and 100-year storm frequencies.

The Consultant will review the existing stormdrain systems, including pipe network, flood control channels, and determine the capacity of the individual stormdrain components, and including MS4 facilities. This will include obtaining capacity information of regional flood control channels and other stormwater detention/retention basins from the City and LACFCD. The Consultant will also review City facilities in developing recommendations for improvements or upgrades. The Consultant will provide recommendations and cost estimates for future capital improvements to minimize flood damage, improve water quality, and fully convey or retain stormwater runoff.

TASK 4 – WATER QUALITY ASSESSMENT & NPDES PERMITTING POLICY

The Consultant will document and incorporate relevant water quality guidelines and regulations for City use with the present project. We will incorporate green infrastructure components where possible, utilizing the latest version of the Riverside County/City Low Impact Development (LID) manual, Riverside County Green Guidelines, and any available City Green Street Policy. We will also provide general recommendations for basic green infrastructure and sustainability practices that the city, developers, and individual landowners can institute.

The Consultant will develop a SDSMMP that aims at advancing the City's compliance with applicable State/Federal regulations related to stormwater. The SDSMMP will consider existing and ultimate condition/projected uses in the watershed area, existing and projected drainage, and flooding problems as well as open space needs, habitat protection, community priorities, and economics. The Consultant will develop a citywide planning level model utilizing continuous simulation to for use in determining preliminary sizing as well as quantifying volume, flow, and pollutant loading reduction to decrease the impact of non-point source pollutants in accordance with the City objectives. As part of this Task, the Consultant will also identify strategic locations that optimize treatment and type of water quality treatment BMPs. The Consultant will look for opportunities to incorporate green infrastructure and water quality facilities through infiltration, retention, local and regional LID BMPs, and stream rehabilitation. Our solutions will aim at developing solutions that combine nature, science, and new technology, and prepare the City for the effects of a changing climate.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

The Consultant's team understands well that implementing the objectives defined in Stormwater NPDES Permit constitutes a substantial financial burden on the City that may be recovered through a well-defined and scientifically sound fee schedule. The fee schedule will be applied for plan check and other City services associated with new and re-development projects, commercial/industrial inspections, and applied towards developments that require new or improved storm drain infrastructure Capital Improvement Program (CIP) projects.

The Consultant's project team will develop the framework with supporting research and modeling for establishing a citywide stormwater fee schedule. Initially, the project team will hold a workshop with key City Staff to gather information and discuss directions for the fee schedule as it aligns with the City's goals and objectives. The workshop will include review of existing stormwater policies and procedures, inspection programs, and maintenance programs. The project team will work closely with City Staff to identify any gaps in the existing program and how best to move forward with potential cost recovery strategies.

Once the City and project team have established the existing program components, City goals, and objectives, the project team will develop a framework for implementing a fee schedule. The framework will assign relative cost recovery methods to City services that are currently unfunded through existing stormwater related programs. Cost recovery methods may include development processing fees, inspection fees, special taxes, and other use fees for the City's stormwater services. An underlying goal of the fee schedule is to generate funds to support on-going maintenance and operation expenses that are not directly recoverable through the fee schedule.

Deliverable(s):

- Outline of the relevant components of the LID Manual for City use
- Water quality Components Identification & Location Exhibit
- List of recommendations relating to green infrastructure
- Summary of findings to be incorporated in the Stormwater Master Plan Report

TASK 5 – STORMWATER CAPITAL IMPROVEMENT PLAN

The Consultant will develop projects to rehabilitate the existing stormwater system to meet current and future capacities; prepare a Capital Improvement Program (CIP) including a priority project list; prioritize projects based on the assessment completed in the preceding tasks. Projects shall consider water quality 'green infrastructure,' public safety, flood mitigation, and reduced impact to mobility (i.e., road closures) among other considerations. In addition, develop CIP planning level cost estimates, identifying new CIP projects with associated approximate cost

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

estimates and funding sources.

The Consultant will develop design criteria for the stormwater system that accounts for capacity requirements, regulatory requirements, and system vulnerabilities. Consultant will review and apply the City of Corona/Riverside County standards when developing the CIP. Improvement projects shall be presented for the 5-year and 10-year planning horizons and categorized as a low, medium, high, or urgent priority. At a minimum, the document will include the following sections:

- Detailed descriptions of the recommended capital improvement projects that provide sufficient detail to develop planning level costs.
- Preliminary costs for each CIP
- Prepare an outline of an annual capital improvement program and estimated annual as well as cumulative costs to implement the recommended projects.
- Use a project repair or rehabilitation schedule for implementation over a 10-year period.

Deliverable(s):

- Summary of the results of this task and basis of the recommendations into the Stormwater Master Plan Report.

Task 5.1. Future CIP Program and Projects Recommendations

The Consultant will develop a list of recommended system improvement projects. These will include recommended stormdrain repair, replacement, and improvement program where system capacity and condition-related deficiencies are identified. To develop this list, preliminary alternatives will be developed for the identified deficiencies. The conceptual assessment will focus on either increasing the hydraulic capacity through enlarged drainage facilities or a new parallel system adjacent to existing facilities or constructing a diversion system. The overall watershed system will be divided into study reaches for refined analysis on a reach-by-reach basis, and in line with the drainage areas in the hydrology delineation and mapping under Task 3.2. The Consultant will work in coordination with the city to identify specific deficient stormdrain system segments to be included as potential capital improvement projects based on the field observations, hydrology and hydraulics analysis results and input by City engineering and maintenance staff. The Consultant's goal is to incorporate some innovative multi-benefit projects that are more nature based, as part of the recommended projects, as much as will be practically possible. The Consultant will then refine the list to develop a final Recommend Future CIP Program and prioritize projects.

Task 5.2. Cost Estimates/Prioritization

The Consultant will estimate preliminary construction cost estimates for project

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

facilities (prioritized phased projects), including design, permitting, and construction costs, identified and tied to the latest ENR cost Index for the Corona area, and utilizing an annual capital improvement budget allocation determined by the city as well as looking at recent unit costs for similar work in Riverside County. The costs for facility improvements will account for general physical constraints, land acquisition/easements, utility conflicts, and any other cost impacting item. The Consultant will prioritize recommended facilities improvements, including preliminary cost estimates and environmental issues. Projects will be prioritized based on rating criteria that will include factors such as health and safety, flooding impacts, water quality benefits, cross agency benefits/cost sharing, and downstream impacts with weights for each prioritization category being assigned by the city or in coordination with the city. The goal of this program is to provide the city with a long-range planning document for constructing stormwater infrastructure improvements on a prioritized basis. The planning document is intended to be dynamic to allow for changes as priorities evolve over time.

TASK 6 – MAINTENANCE OPERATIONS AND INSPECTION PLAN (MOIP)

The Consultant’s team will use the hardcopies of the stormdrain improvement and/or maintenance information collected/developed in Task 2, 3 and 4. Consultant will convert all hardcopies into electronic/digital data. This will include construction plans, reports, maintenance records, and other relevant information relating to the stormdrain infrastructure. The Consultant will coordinate with the City’s Information Technology (IT) Department to link this historical digital data with the updated City’s GIS database. The data will also be used to populate maintenance history for each stormdrain, catch basin, culverts, and other City drainage assets.

The Consultant will perform a detailed evaluation of the existing operations and maintenance practices to identify potential improvements. Potential improvements may include benefits to stormdrain capacity, maximizing infrastructure lifecycle, and efficient use of City funds. The project team will review and evaluate operations and maintenances records to identify where maintenance is occurring, how often, and what activities are/have occurred. These factors, combined with input from City operations and maintenance staff, will serve as the foundation for developing improvement recommendations and quantifying the relative cost-benefit of various options.

The Consultant will develop a routine for inspection and maintenance of the primary components of the system while maximizing their efficiency. This effort shall include a well-thought-out schedule of ongoing operations and maintenance with annual cost estimates with consideration given to periodic maintenance that occurs on multi-year intervals. This will be in a detailed technical memorandum, which will also be outlining the O&M evaluation and cost- benefit analysis process and results. MOIP will appropriate annual funding levels for a storm drain system

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

replacement/rehabilitation and maintenance program, including repairs that fall within Corona's responsibilities and capabilities. The document will also include descriptions of the recommended maintenance and operation; responsibilities of personnel; staffing assessment; training requirements; regulatory agency(s) and regulations; maintenance programs; and Records and Reports. The MOIP will document a standardized records collection and retention policy to help increase efficiency when it comes time to submit resource agency reports. Development of the MOIP is anticipated to include up to two (2) virtual meetings with O&M staff to ensure the plan meets operational goals and City requirements.

Deliverable(s):

- Digital data file with City drainage assets, Cost-Benefit Analysis Summary.
- One (1) set of the Draft MOIP describing best practices for the operation, maintenance, and inspection of Corona's drainage assets. City comments on the Draft Plan will be incorporated into a Final MOIP. The document shall include recommendations for the frequency of when practices and procedures within the MOIP should be reviewed and updated.

TASK 7 – STORMWATER FUNDING ASSESSMENT

The Consultant will provide funding requirements to address the proposed Capital Improvements and Operations and Maintenance recommendations. The Consultant's team will analyze the City's stormwater funding, describe current funding sources, describe the projected funding requirements, and propose projected funding sources and strategies. This scope of work shall include the listing of all potential funding sources including federal, state, and local inclusive of but not limited to:

- Federal: FEMA, EPA, HUD, NHS
- State: Transportation authorities, State of CA Natural Resources Agency Grants, Other State Grants
- Local: Transportation authorities, City of Corona, Riverside County funding/grants

A Technical Memorandum report shall outline revenue requirements necessary for financing the stormwater and drainage Capital Improvement Program; and include inflation and interest assumptions and information on the various types of financing that might be available to the City.

Deliverable(s):

- Draft Technical Memorandum (TM) and an electronic copy (searchable pdf) for City review. City comments on the Draft TM shall be incorporated into Final TM.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

TASK 8 – PUBLIC EDUCATION & OUTREACH

The Consultant’s team will assist the City in hosting two (2) meetings, one public meeting and another City interdepartmental staff meeting. The Consultant will assist the city with identifying project stakeholders, prepare public notifications of the meeting, prepare a presentation, and conduct outreach meeting.

The Consultant will Identify, describe, and implement a strategy and methodology for citizen involvement in this SDSMMP development. Consultant will prepare all exhibits including PowerPoint presentation and facilitate the public meeting. This meeting will introduce the SDSMMP, define the purpose and scope, and inform the public of opportunities to provide input on the development. The Consultant will then prepare and present the final SDSMMP to the City, including all necessary exhibits and a PowerPoint presentation.

Deliverable(s):

- List of potential project stakeholders. Outreach material and public notifications
- Presentation and exhibits

TASK 9 – STORMWATER MASTER PLAN REPORT

The Consultant will prepare and submit a stormwater master plan report covering the analysis interval from years 2025-2030. There will be model creation assessment intervals at 60%, 90% and Final calibration. The stormwater master plan report will clearly define the purpose, scope, and limitations of the City SDSMMP, and it will include a list of all supporting material. The document will incorporate City staff input received at the SDSMMP presentation stage, in Task 10. This will help render a document that effectively guides future practice. The SDSMMP will also incorporate the technical memorandums developed under preceding tasks. The SDSMMP will also help advance the City’s compliance with applicable State and Federal regulations related to stormwater and will consider existing and projected uses in the watershed area, existing and projected drainage, and flooding problems as well as open space needs, habitat protection, community priorities, and economics. It will be a comprehensive documentation of the stormwater system including existing and proposed structural and non-structural stormwater quality best management practices, Description of the existing stormdrain system and identified deficiencies; Compliance with County, State, and Federal regulations; Description of recommended improvements to address deficiencies; Cost estimate and suggested priority of recommended improvements; Financial analysis and funding strategies; Operation and maintenance recommendations, and system maps. This document will supersede previous stormdrain master plan and will serve to reference the design assumptions, guidelines, and criteria developed for the project. The report will include the engineering analysis and associated documentation will

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

include hydrology analysis and watershed evaluation, existing systems hydraulic capacity, facility design considerations, required systems hydraulics, feasibility alternative investigation and design selection matrix, recommended capital improvement, and facility construction cost analysis. The Master Plan Report will generally follow the structure outlined with the City's Project Manager prior to the start of this task and will be based on industry standards.

Deliverable(s):

- Storm Drain Master Plan/ Infrastructure Reports
- Hard Copies of final report (number of sets to be agreed with City PM)
- Electronic copies of the following documents
 - Preliminary Concept Report for Storm Drain system improvement recommendations in Word and PDF format.
 - Inventory of existing system (GIS format)
 - Hydrological Calculations/ Modeling and Maps (GIS Interface)
 - Hydraulic analyses and calculations
 - Final model in electronic form and software (latest WMS module software version) and training for staff
 - Existing Storm Drain Infrastructure Inventory, CIP Priority List, and Preliminary Cost Estimates
 - 50% and 90% draft review
 - Outline of final report and copies of the draft report
 - GIS-based storm drain atlas (latest ArcView GIS version/format)
 - Rating table ranking recommended system improvements in editable Excel format.
 - Repair/Replacement CIP Table in Excel (editable) format.
 - CCTV data/results
 - An electronic copy of 11X17 size drawings of the entire storm drain network map with index sheet included as an appendix in the Master Plan report. Drawing sheets will show sub-drainage basins, pipe ownership, pipe size, pipe flow direction, flow direction of street surface runoff, manhole locations, catch basin locations and laterals including private laterals (size call out not necessary). This map will clearly identify existing and proposed facilities including sizes. Existing post construction BMPs, retention/detention basins, and outfall locations will be identified by size and location. Contour lines will be depicted in the background of the drawing sheets.

TASK 10 –TRAINING AND DOCUMENTATION

Following development of a geographic information systems (GIS) based H&H model of the existing storm drain system, the the Consultant will develop a step-by-step user guide and provide training to the city for continued use and update of the

RFP No. 24-052AS

Storm Drain and Stormwater Management Master Plan

model as new information becomes available. The H&H model will use the EPA SWMM 5 engine which is an industry leading application for developing 1D and 2D combined surface runoff hydrology and hydraulics computations. Documentation of the steps to build the model as well as maintenance of the model will ensure the city has all the necessary tools to understand how the system operates and inform CIP and maintenance prioritization objectives.

The step-by-step user guide will be for the foundation for three (3) 2-hour hands-on training sessions with key City Staff. The training sessions will be conducted in a virtual environment and include input data processing, setup, and model configuration demonstrations. The project team's technical leads will be available to help answer City staff questions throughout the training process. The following subjects are proposed to be included as part of training:

- Input data pre-processing to facilitate efficient model setup
- Hydrological data resources and configuration
- Rainfall time series creation
- SWMM modeling basics, tips, and tricks
- Understanding system hydraulics and the hydraulic grade line (HGL)
- Running the model and understanding data outputs
- Identifying capacity issues and proposed infrastructure improvements
- Troubleshooting and help resources

The project team assumes City Staff will have a basic understanding of GIS, urban runoff hydrology, and hydraulics. If training on these background concepts outside of the scope of the H&H model is desired, the project team will provide an additional scope and fee as needed.

Deliverable(s):

- Technical memorandum documenting the use of applicable software with step-by-step procedures to access information and generate relevant graphs, maps, plots, and reports. The Consultant will conduct up to three (3) trainings sessions (2 hours sessions) for selected Corona staff at a minimum.

EXHIBIT 1
CITY OF CORONA SDSMMP SYSTEMS RECOMMENDED FOR CCTV

[ON THE FOLLOWING PAGE]

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan

CA\DD\02000.50101\1401461.15

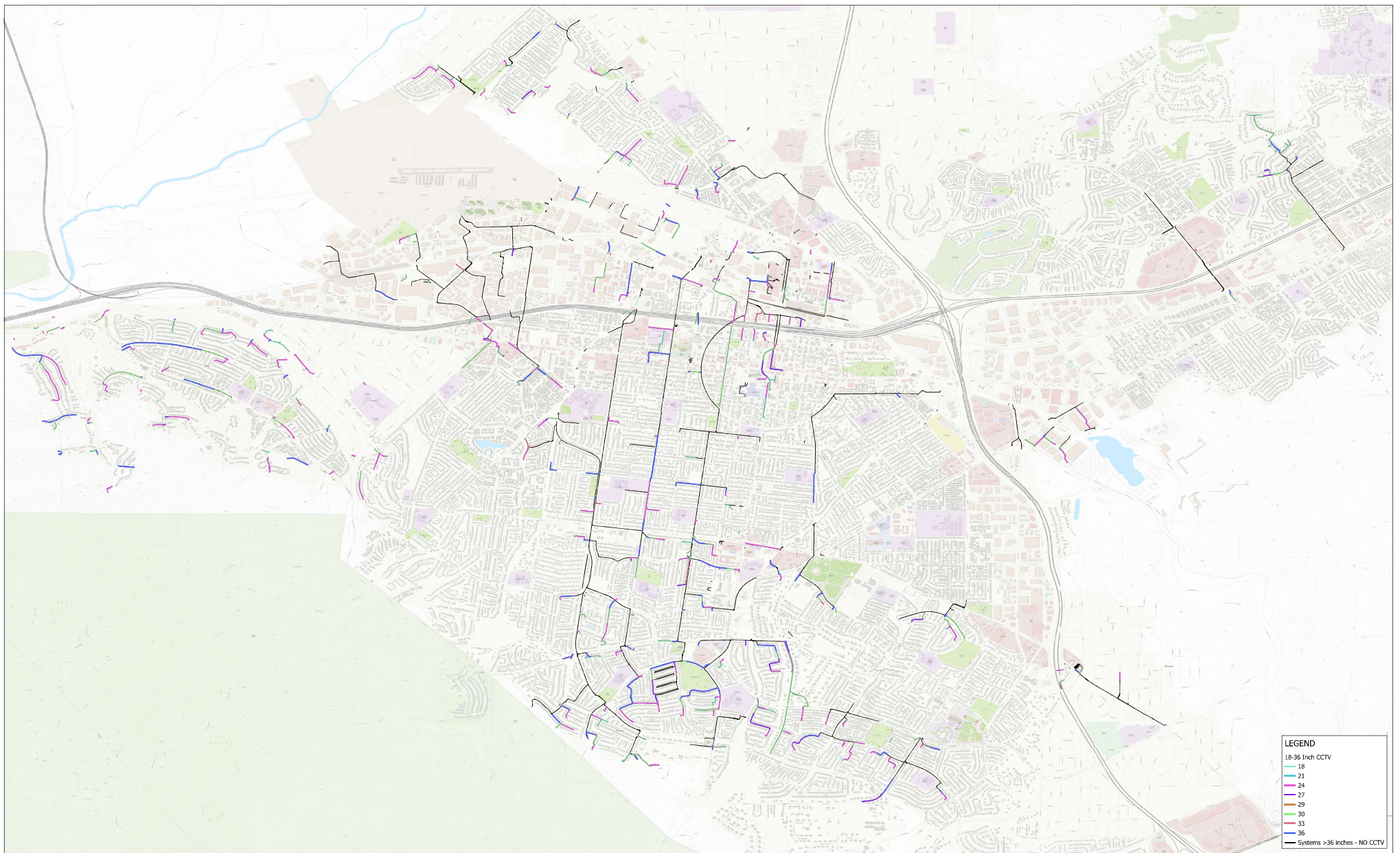


EXHIBIT “B” SCHEDULE OF SERVICES

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.

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time, allowing the City review time of two (2) weeks for each technical memorandum submittal, and allow the City a three (3) weeks period for review of the final submittal, Consultant to implement an internal quality assurance (QA)/Quality Control (QC) prior to any submittal and catalogue the necessary calendar days anticipated to complete each of the identified tasks and sub-tasks of the Project.

Consultant shall submit each of the technical memorandum as soon as they are completed as to allow City staff adequate time to review and to provide feedback to Consultant for revisions and finalization of each of the various sections that will compose the Final Storm Drain Storm Water Master Plan.

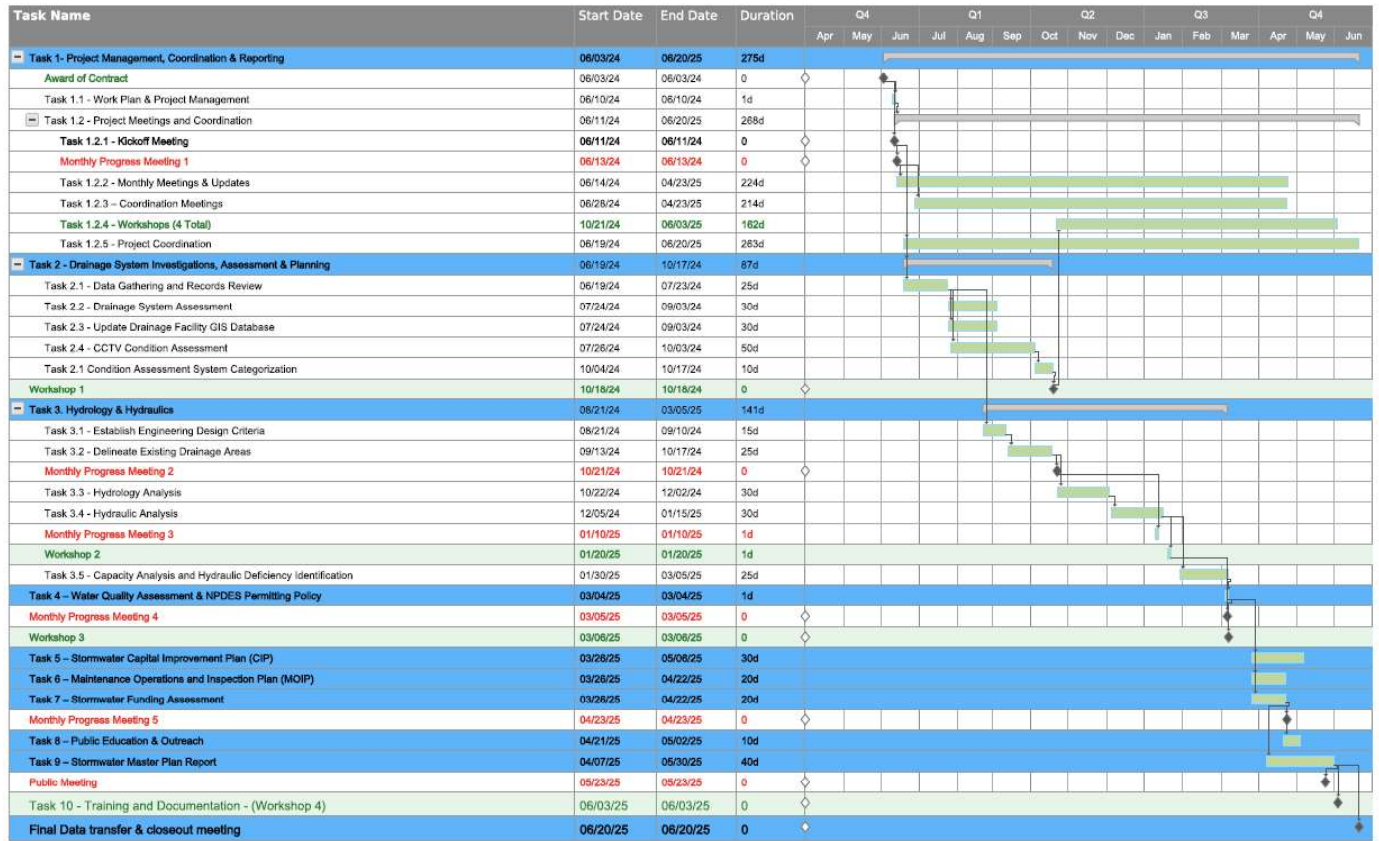
Study, analysis, and development of the Plan is expected to begin in May 2024. Project closeout is tentatively expected in May 2025.

The contract term shall be effective on or about May 1, 2024 through June 30, 2026 with two (2) additional option year renewal periods, on an as-needed basis, with no guaranteed usage for engineering services. Pricing shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2027
- Option 2, if exercised, shall be effective July 1, 2027 through June 30, 2028

The City retains the right to exercise optional renewals at its sole discretion. Option year pricing shall be negotiated by the Parties prior to commencement of each additional one-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan



RFP No. 24-052AS
 Storm Drain and Stormwater Management Master Plan

CA\DD\02000.50101\1401461.15

EXHIBIT "C" COMPENSATION

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

Project Team Role:	Labor Hours and Rates							TOTAL HOURS	USATM LABOR FEE	SURCONSULTANT DUDEK	SUBCONSULTANT SILSBY STRATEGIC ADVISORS	SUBCONSULTANT Safe2Core	OTHER DIRECT COSTS (ODC's)	TOTAL FEE
	Principal Engineer	Project Manager	Project Engineer	Engineering Technician	Senior Designer/GIS Technician	Project Assistant	Technical Editor							
Billable Rate:	\$165	\$165	\$165	\$165	\$165	\$165	\$165							
Tasks														
Task 1	PROJECT MANAGEMENT, COORDINATION & REPORTING													
1.1 - Work Plan & Project Management	2	80						82	\$ 13,530					\$ 13,530
1.2 - Project Meetings and Coordination	2	48	8		4			62	\$ 10,230				\$ 278	\$ 10,508
Task 2	DRAINAGE SYSTEM INVESTIGATIONS, ASSESSMENT AND PLANNING													
2.1 - Data Gathering and Record Review	4	24	32	12		16		88	\$ 14,520				\$ 300	\$ 14,820
2.2 - Drainage System Assessment	4	24	24					52	\$ 8,580					\$ 8,580
2.3 - Update Drainage Facility GIS Database		8	8	16				32	\$ 5,280	\$ 13,960				\$ 19,240
2.4 - CCTV Condition Assessment		4			4			8	\$ 1,320			\$ 234,740		\$ 236,060
2.5 - Condition Assessment System Categorization		16			24			40	\$ 6,600				\$ 300	\$ 6,900
Task 3	HYDROLOGY & HYDRAULICS													
3.1 - Establish Engineering Design Criteria	2	4	8					14	\$ 2,310					\$ 2,310
3.2 - Delineate Existing Drainage Areas		16	40		40			96	\$ 15,840	\$ 5,760				\$ 21,600
3.3 - Hydrology Analysis, Model Development & Calibration		4	40	40	40	16		140	\$ 23,100	\$ 78,640				\$ 101,740
3.4 - Hydraulic Analysis	2	16	64	24	32			138	\$ 22,770	\$ 11,100				\$ 33,870
3.5 - Capacity Analysis and Hydraulic Deficiency Identification		8	40	40	16			104	\$ 17,160	\$ 8,400				\$ 25,560
Task 4	WATER QUALITY ASSESMENT AND NPDES PERMITTING POLICY													
4.1 - Water Quality Assessment	2	24						26	\$ 4,290	\$ 5,300				\$ 9,590
4.2 - NPDES Permitting Fee Policy and Policy Document Preparation	2	2						4	\$ 660	\$ 10,600				\$ 11,260
Task 5	STORMWATER CAPITAL IMPROVEMENT PLAN (CIP)													
5.1 - Future CIP Program and Projects Recommendations	8	12	80	40				140	\$ 23,100		\$ 12,650			\$ 35,750
5.2 - Cost Estimates/Prioritization			8	48	32			88	\$ 14,520					\$ 14,520
Task 6	MAINTENANCE OPERATIONS AND INSPECTION PLAN (MOIP)													
6.1 - Operations & Maintenance	8	8						16	\$ 2,640	\$ 19,700				\$ 22,340
Task 7	STORMWATER FUNDING ASSESSMENT													
7.1 - Stormwater Funding Assessment	4	16						20	\$ 3,300		\$ 29,728			\$ 33,028
Task 8	PUBLIC EDUCATION & OUTREACH													
8.1 - Public Education & Outreach	8	8						16	\$ 2,640		\$ 18,975		\$ 3,500	\$ 25,115
Task 9	STORMWATER MASTER PLAN REPORT													
9.1 - Master Plan Report	4	60	32	48	40		12	196	\$ 32,340	\$ 9,000			\$ 2,750	\$ 44,090
Task 10	TRAINING AND DOCUMENTATION													
10.1 - Hydrologic/Hydraulic and Database Software Training	8	8						16	\$ 2,640	\$ 5,960				\$ 8,600
Subtotal	60	390	384	268	232	32	12	1,378	\$ 227,370	\$ 168,420	\$ 61,353	\$ 234,740	\$ 7,128	\$ 699,011
Total Non-Optional Hours and Fee														
	60	390	384	268	232	32	12	1,378	\$ 227,370	\$ 168,420	\$ 61,353	\$ 234,740	\$ 7,128.40	\$ 699,011

RFP No. 24-052AS
Storm Drain and Stormwater Management Master Plan