

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH THE K.W.C. COMPANIES, INC. DBA KWC ENGINEERS
(ENGINEERING DESIGN SERVICES – RFP 23-070SB SIERRA DEL ORO LIFT
STATION AND PIPELINES PROJECT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd day of August, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and The K.W.C. Companies, Inc. dba KWC Engineers, a California Corporation with its principal place of business at 1880 Compton Avenue, Suite 100, Corona, CA 92881 (“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 design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the RFP 23-070SB Sierra Del Oro Lift Station and Pipelines project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering design consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 2, 2023 to February 1, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely

manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Steve Nielsen.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, 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 Steve Nielsen, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to

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

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

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

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be

shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

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

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

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

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

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

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

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

3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the project provided by the Consultant under this Agreement.

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Hundred and Twenty Thousand and Three Hundred and Twenty Five Dollars (\$820,325.00) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by

Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.3.6 Apprenticeable Crafts. If the project is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with

respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

KWC Engineers
100 E. San Marcos Blvd., Ste. 100
San Marcos, CA 92069
Attn: Steve Nielsen

City:

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

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

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

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

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

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

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

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]


**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH THE K.W.C. COMPANIES, INC. DBA KWC ENGINEERS
(ENGINEERING DESIGN SERVICES – RFP 23-070SB SIERRA DEL ORO LIFT
STATION AND PIPELINES PROJECT)**

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

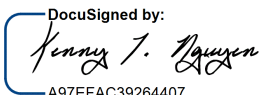
CITY OF CORONA

By: 

Savat Khamphou
Public Works Director

Reviewed By: 

Tom Moody
Director of Utilities

Reviewed By: 

Kenny Nguyen
CIP Manager/Assistant City Engineer

Reviewed By: 

Yasmin Lopez
Purchasing Manager

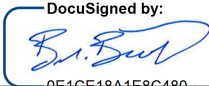
Attest:

Sylvia Edwards
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH THE K.W.C. COMPANIES, INC. DBA KWC ENGINEERS
(ENGINEERING DESIGN SERVICES – RFP 23-070SB SIERRA DEL ORO LIFT
STATION AND PIPELINES PROJECT)

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

THE K.W.C. COMPANIES, INC. DBA KWC ENGINEERS
a California Corporation

By: 
0E1CE18A1E8C480...
Brandon Barnett
President/CEO

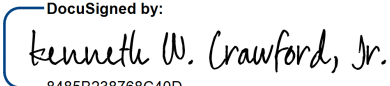
By: 
8485B238768C40D...
Kenneth W. Crawford
Chairman/CFO

EXHIBIT "A"

SCOPE OF SERVICES

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

KWCs approach to accomplishing the work will include early and consistent communication with the city and to set up regular internal meetings to ensure required coordination is taking place. To accomplish the required design tasks in the timeframe required, KWC has identified the critical path tasks associated with completing the design and has identified the predecessor tasks that are required to accomplish those elements of the design. For this project, preparation of final design plans for the lift station, SCE utility coordination, and CEQA processing are three work efforts that we have identified as being potentially critical path for the completion of all design tasks. Each of these tasks are reliant on the preliminary design report (PDR) being substantially complete so the overall approach will be to kick off all design related services right away that will be necessary to progress the PDR to a point where it can be used to kick off these other activities. The detailed description of sequential activities and schedule in the following sections describe the recommended approach in more detail.

Project Management

Throughout the duration of the project, KWC will manage the project in accordance with city expectations as outlined in the RFP. A summary of project management tasks and staff that will perform them is summarized below.

1. A design schedule will be prepared in MS Projects by a KWC executive administrative assistant under the guidance of Steve Nielsen. All schedules and schedule updates will be reviewed and distributed by Steve Nielsen.
2. Monthly invoices will be prepared by KWC administrative staff and reviewed by Steve Nielsen prior to submission to the city. Invoicing and work progress will be presented to the city in the format of the sample provided by the city as an example.
3. Steve Nielsen and a KWC Engineering Assistant will attend all design phase meetings. Attendance at meetings by additional KWC staff or subconsultants will be on an as needed basis depending on the meeting topics of discussion. The draft agendas and meeting minutes will be prepared by the engineering assistant and reviewed by Steve Nielsen prior to distribution to the city.

Sequential Activities

The following provides the anticipated sequential activities that will be performed to accomplish the completed design process in a period of not more than 10 months from the Notice to Proceed.

1. If KWC is notified that they have been selected to complete this work, the following tasks will be scheduled to begin as soon as the Notice to Proceed is issued:
 - a. **Research and Site Reconnaissance.** KWC will perform all utility research including utilities, right-of-way, easements, record drawings, and other agency records as applicable. This task will be performed by Jo Howard. Site reconnaissance visit(s) will be primarily performed by Victor Elia and his design team to walk the proposed utility alignments, measure surface features as needed, and evaluate utility design requirements, including traffic control.
 - b. **Surveying.** KWC survey crews will set the necessary field control and coordinate with Inland Aerial Surveys to fly the aerial topography required for the design. Tom Caseldine will coordinate all office survey Josh Caldwell will manage the field survey efforts and coordinate with Inland Aerial Surveys. While Inland Aerial Surveys is working on the aerial topography, KWC survey crews will “dip” sewer manholes and storm drain facilities and survey relevant surface features. This work will be coordinated by Josh Caldwell with input from the design team. All surveying will be conducted to meet the survey requirements outlined in Section 2-C of the RFP.
 - c. **Flow Monitoring.** Victor Elia will coordinate with US3 for the flow monitoring, wet well level monitoring, and video surveys required by the RFP. Since this data is critical to confirming the lift station design parameters, Steve Nielsen will be involved as required and will utilize the data, once completed, to evaluate sewer line capacity and lift station requirements.
2. **Base Mapping.** With the aerial topography, utility research, and site reconnaissance data, KWC will prepare base mapping that will be used as the background for all designs prepared for the project. Tom Caseldine will be responsible for putting together the base mapping and will coordinate additional field surveying, if necessary, to pick up additional features that may be beneficial to show on the base mapping. Once completed, the base mapping will be sent to the design team for use in proceeding with preliminary design.
3. **Green River Lift Station Evaluation.** Concurrent with the base mapping efforts, Steve Nielsen will use the research data collected and additional data from city operations, if necessary, to perform an evaluation of the existing Green River Lift Station. Detailed hydraulic calculations will be prepared and provided with a summary of findings and recommendations.
4. **Potholing.** With the base map, KWC will prepare a pothole exhibit identifying all locations where potholing of existing utilities is proposed. Most pothole locations will be for the gravity sewer and force main designs and will be identified by Victor Elia who will also oversee preparation of the pothole exhibit. Other key team members will review the pothole exhibit to ensure that all required pothole locations are identified. If desired, the completed pothole exhibit can also be provided to the city for review prior to proceeding. Once the

pothole exhibit is prepared and deemed complete, Tom Caseldine will coordinate with the survey crew and Boudreau to conduct the field potholing. All pothole locations will be surveyed to ensure the data is accurately reflected on the design plans.

5. **Preliminary Design Report.** Steve Nielsen will take overall responsibility for the preparation of the PDR, but the work incorporated into the PDR will be divided amongst the project team as described below.
 - a. Steve Nielsen will provide the preliminary design of the lift station including a detailed evaluation of flow data and hydraulic calculations for selection of pumps, major equipment sizing and selection, and recommended sizing of the wet well, pump room, and control room. A few alternative site layouts are anticipated to be prepared and reviewed with the city. Jae Evers will work with Steve to prepare preliminary building/structure and mechanical layouts for the wet well, pump room, and control room. Scott Chang will assist with preparation of conceptual grading, landscaping, and utility plans for the lift station. Steve Nielsen will also be responsible for evaluating the overall construction sequencing of the project and the need for temporary bypass pumping. Steve will identify a few alternative approaches for sequencing and bypasses that can be reviewed with the city. The PDR will have a section that addresses all items required by Section 4-B of the RFP.
 - b. Preliminary electrical engineering for the lift station will be provided by Gerry Green, Inc. at the direction of Steve Nielsen. The preliminary electrical design will include a summary of anticipated electrical loads that can be used for SCE coordination, emergency generator sizing and selection, development of instrumentation concepts, preparation of an input/output (I/O) list, and all other items required by Section 4-B of the RFP.
 - c. Initial configuration of the wet well, pump room, and control room will be prepared by KWC under the direction of Steve Nielsen. The initial layout will be shared with the project structural engineer for input on stair layouts, HVAC components, architectural styles, code compliance review, and recommendations for fire protection features.
 - d. Preliminary design of sewer lines will be prepared by Victor Elia and his design team. Utility design will include preliminary layouts for the Green River Lift Station force main extension, approximately 590 feet of microtunneled 12" gravity main from MH 1061 to the lift station, approximately 400 feet of 12" gravity main from MH 1067 to the lift station, and approximately 532 feet of 12" force main from the lift station to the existing force main. The preliminary plans will also identify the section of existing sewer lines to be abandoned and method of abandonment. At a minimum preliminary design plans will include location of existing utilities and right-of-way/easements, proposed alignment and typical cross section, and proposed connections. The PDR text will discuss permitting requirements, traffic impacts, cathodic protection recommendations, preliminary cost estimates, and schedule.

- e. Steve Nielsen will summarize the preliminary findings and recommendations in a formal PDR using the outline provide in Section 4-D of the RFP. John Snell will provide an internal review of the RFP and Jo Howard will coordinate the submittal package, including all application requirements.
6. **SCE Utility Coordination.** Once the preliminary design of the lift station has progressed to the point where KWC and the city agree on the required electrical loads for the new lift station, RGI Utility Consultants will be kicked off to start the SCE utility coordination. KWC will assist this effort by providing electrical loads and AutoCAD base files in SCE required format. RGI will coordinate with SCE on the deactivation of the existing lift station power supply and new 480 volt three phase power supply for the new lift station. It is assumed that the sewer line construction will not require the relocation of SCE utilities, but if it does RGI can provide a scope amendment to assist with the separate process required by SCE for utility relocations.
7. **CEQA.** Once the preliminary design report has progressed to the point where KWC and the city agree that the project can be adequately described for environmental purposes, ELMT Consulting can be engaged to start the CEQA process. John Snell of KWC will coordinate with ELMT and manage the transfer of information. ELMT will provide an initial study and work with the city to determine the best approach and appropriate documents to be prepared. ELMT anticipates providing assessments for air quality/GHG/Energy, cultural resources/AB52, and noise. ELMT will also coordinate required notices and public review. Traffic control requirements will be prepared by Jo Donaldson of KWC under the direction of Victor Elia. A Water Quality Management Plan, if required, will be prepared by Scott Chang of KWC under the direction of Victor Elia.
8. **Geotechnical.** Once the preliminary design report has progressed to the point where the wet well/pump room location has been established, Petra Geosciences, Inc. will be engaged to schedule borings at the appropriate locations. Jim Larwood will oversee all work performed under this scope and a soils report will be prepared to summarize findings and recommendations, including excavation requirements and potential for rock, foundation recommendations, groundwater evaluation findings, laboratory test results, soil corrosivity analysis, seismic evaluation, and slope stability recommendations.
9. **Final Engineering.** After approval of the preliminary design report by the city, preparation of final engineering documents will begin. Steve Nielsen will take overall responsibility for the preparation of the plans and specifications with QA/QC review provided by John Snell. Final engineering tasks will be completed as summarized below.
 - a. Steve Nielsen and John Snell will review city provided front end documents to verify consistency and check for conflicts with project drawings and specifications.

- b. Steve Nielsen will oversee the preparation of construction sequencing plans and notes, including details of the temporary bypass facilities. Steve will review city furnished specifications in CSI format and make necessary edits and amendments for this project. The title sheet, notes, abbreviations, equipment summary, and other general information included on the plans will be prepared by Scott Chang under the direction of Steve Nielsen. Construction sequencing plans and notes will clearly identify the required order of construction and method of keeping the existing lift station in service while improvements to the piping and new lift station are completed.
- c. Steve Nielsen will oversee the preparation of lift station civil design plans, including a demolition plan for existing facilities, horizontal control plan for the new lift station, access improvements, precise grading and paving, perimeter fencing and gates, and landscaping improvements. Scott Chang will be the civil designer preparing these plans under the direction of Steve Nielsen. Traffic control plans will be prepared by Joe Donaldson under the direction of Victor Elia.
- d. Structural and architectural plans will be prepared by SMR as a subconsultant to KWC. SMR will prepare plans for the wet well, pump room, control room, and equipment slabs on the site. The SMR design will be based on mechanical backgrounds provided by KWC and Steve Nielsen will provide the necessary coordination and oversight. SMR will also be responsible for HVAC design of the pump and control rooms, review of applicable sections of the technical specifications, and confirming that the design meets all applicable code requirements.
- e. Steve Nielsen will prepare the mechanical design for the lift station including lift station hydraulic profile, pump room piping and equipment layout, biofilter odor control system, wet well, potable water system, diesel engine driven pump and discharge piping, and mechanical details. Jae Evers will be the mechanical designer preparing the plans under the direction of Steve Nielsen.
- f. Electrical and instrumentation drawings will be prepared by Gerry Green as a subconsultant to KWC. The electrical design will include an electrical site plan showing power from the SCE transformer and throughout the site. Electrical plans will also include general notes and abbreviations, single line diagram, building power and lighting plans, wiring and control diagrams, security features, generator requirements, and electrical details. Instrumentation plans will include I/O lists, P&ID drawings, SCADA system coordination, antenna requirements, and instrumentation details. Gerry will also review all applicable sections of the technical specifications to ensure that they are consistent with the drawings and cover all work to be completed. The electrical design will be based on site and building layouts provided by KWC and Steve Nielsen will provide the necessary coordination and oversight with Gerry. Joe Moraes will provide QA/QC review of electrical and instrumentation plans.

- g. Steve Nielsen will coordinate with the city on the decommissioning of the existing lift station and will incorporate the requirements into the plans and/or specifications to clearly identify the Contractor requirements. Included will be identification of which items are to be salvaged to the city, which items are to be removed and disposed of by the Contractor, and method of abandoning items that are to remain in place.
- h. Victor Elia will oversee the design of all gravity sewer and force main improvements and will make sure they are designed to city standards and incorporate applicable standard details. Plan/profile sheets will be prepared at a scale of 1"=40' horizontal and 1"=4' vertical and will include cross sections, connection details, and other details as required. Victor will review applicable sections of the technical specifications, prepare a detailed cost opinion of sewer lines, and coordinate with Steve Nielsen on construction sequencing requirements.
- i. Construction plans will be organized in a similar format to the Arantine Hills and WRF-3 lift station plans and as described in the RFP. Jo Howard will work with the design team to assemble bid packages at the 50%, 90%, 99%, 100%, and final design levels and coordinate QA/QC reviews and incorporation of comments through the QA/QC process.

10. Pre-Procurement and Bidding Services. Pre-Procurement of long lead time items is anticipated to include primarily electrical equipment at the lift station. Steve Nielsen and Gerry Green will work with the city to identify items to be pre purchased and assist in the evaluation and selection of the items. The specifications will also be prepared to ensure clear identification of the Contractor's responsibility for pre-procured items. All bid questions will be routed through Steve Nielsen and will be distributed to the project team as appropriate depending on the topic of the question. At the conclusion of the bidding phase of the project and prior to construction, a conformed set of plans and specifications will be prepared to incorporate any changes made as a result of bid questions. Steve Nielsen will oversee the preparation of conformed plans with the changes being made by the applicable project team members.

11. Engineering Services During Construction. Steve Nielsen will be the city's primary contact through the construction phase of the project. Steve will coordinate with the project team to perform timely review of RFIs, submittals, O&M manuals, and materials testing. Steve and applicable members of the project team will also attend site visits and meetings during construction and assist with start-up and final acceptance as identified in the RFP. At the completion of construction, as-built record drawings will be prepared and submitted to the city. Steve will also work with the project team and oversee the preparation of an operational overview of the lift station facility as described in the RFP.

12. **Optional Tasks.** If required, and at the appropriate time during the design process, optional tasks identified in the RFP will be completed. If visual simulations, animation file, or 3-D rendering are required, KWC will work with the city and VisionScape Imagery, Inc. to complete this task. KWC will attempt to limit the impervious area at the lift station site to less than 10,000 square feet to avoid the need for a Water Quality Management Plan is not required. If a WQMP is required, KWC will prepare that in-house and it will be prepared under the direction of Victor Elia.

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. The design schedule is presented in this Exhibit "B"

EXHIBIT "C"
COMPENSATION

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

Task	Description	Hourly Rate						2 Man Survey Crew	Total Hours	KWC Subtotal	Subconsultant									Subconsultant Subtotal	TOTAL NTE FEE
		Water Resources Manager	Project Manager	Project Engineer/Designer	Survey Analyst	Engineering Assistant	Tech Asst				10% Mark Up										
		Electrical	Structural/Architecture	Geotechnical	Environmental	Aerial Survey	SCE Utility Coordination				Potholing	Flow Monitoring	Renderings								
1	Project Management and Deliverables	56	14	0	0	92	0	162	24,025	5,280	-	-	-	-	-	-	-	-	5,825	29,850	
	1-A Project Schedule, Status Reports, Invoices, Admin.	16	2	0	0	32	0	50	7,200										0	7,200	
	1-B Engineering Phase Meetings	40	12			60		112	16,825	5,280									5,825	22,650	
2	Research Existing Conditions	20	60	12	18	46	0	24	180	27,550	2,640	-	-	-	3,000	-	54,970	35,100	-	105,325	132,875
	2-A Site Reconnaissance	8	8	8		4		28	4,425	880										975	5,400
	2-B Research	4	20			40		64	8,600	1,760										1,950	10,550
	2-C Surveying		16		16			16	48	7,700				3,000						3,300	11,000
	2-D Utility Research/Locating/Potholing	4	8	4	2			8	26	4,500							54,970			60,475	64,975
	2-E Flow Monitoring and Video Survey	4	8			2		14	2,325									35,100		38,625	40,950
3	Geotechnical, Corrosion, and Seismic	4	8	0	0	4	0	0	16	2,550	-	-	68,000	-	-	-	-	-	-	74,800	77,350
	3-A Field Exploration	4	8			4		16	2,550			36,000								39,600	42,150
	3-B Groundwater Table Eval and Observation Wells							0	0			5,000								5,500	5,500
	3-C Laboratory Tests							0	0			4,000								4,400	4,400
	3-D Corrosion Control							0	0			12,000								13,200	13,200
	3-E Seismic Evaluation							0	0			6,000								6,600	6,600
	3-F Slope Stability Analysis							0	0			5,000								5,500	5,500
4	Preliminary Design	196	82	102	0	70	0	0	450	74,200	19,360	-	-	-	-	-	-	-	-	21,300	95,500
	4-A General, Regulatory, Environmental, Bypass	32	46	12		40		130	20,000											0	20,000
	4-B Preliminary Design of Lift Station	96	4	42		14		156	27,125	19,360										21,300	48,425
	4-C Preliminary Design of Sewer Lines	8	24	40		8		80	11,775											0	11,775
	4-D Preliminary Engineering Report	60	8	8		8		84	15,300											0	15,300
5	Environmental Compliance	4	16	0	0	4	0	0	24	3,825	-	-	-	43,000	-	-	-	-	-	47,300	51,125
	5-A CEQA	4	16			4		24	3,825				43,000							47,300	51,125
6	Final Engineering/Construction Contract Documents	290	114	396	0	48	0	0	848	135,225	63,140	62,000	-	-	-	21,960	-	-	-	161,825	297,050
	6-A General, Regulatory, and Environmental	80	12	48		8		148	25,325											0	25,325
	6-B Final Design	210	102	348		40		700	109,900	63,140	62,000				21,960					161,825	271,725
7	Pre-Procurement and Bidding Services	48	8	12	0	8	0	0	76	13,450	6,160	-	-	-	-	-	-	-	-	6,825	20,275
	7-A Pre-Procurement Services	12						12	2,400	880										975	3,375
	7-B Bidding Services	20	4	4		4		32	5,650	2,640										2,925	8,575
	7-C Conformed Plans and Specifications	16	4	8		4		32	5,400	2,640										2,925	8,325
8	Engineering Services During Construction	224	42	52	0	8	0	0	326	59,525	24,640	10,000	-	-	-	-	-	-	-	38,175	97,700
	8-A Engineering Support	40	8	10				58	10,650	7,040	2,000									9,950	20,600
	8-B Submittals, O&M Manual Review, Coordination	100	10	10				120	22,950	5,280	6,000									12,425	35,375
	8-C Site Visits and Meetings During Construction	40	16					56	10,575	3,520	1,000									4,975	15,550
	8-D Start-Up and Final Acceptance	8						8	1,600	1,760										1,950	3,550
	8-E Record Documents	16	8	24		4		52	8,200	4,400	1,000									5,950	14,150
	8-F Operational Overview	20		8		4		32	5,550	2,640										2,925	8,475
	TOTAL NON-OPTIONAL TASKS	842	344	574	18	280	0	24	2,082	340,350	121,220	72,000	68,000	43,000	3,000	21,960	54,970	35,100	-	461,375	801,725
9	Optional Tasks	2	18	40	0	0	0	0	60	8,700	-	-	-	-	-	-	-	-	9,000	9,900	18,600
	9-A Renderings	2	2					4	725										9,000	9,900	10,625
	9-B Water Quality Management Plan		16	40		0		56	7,975											0	7,975
	TOTAL OPTIONAL AND NON-OPTIONAL TASKS	844	362	614	18	280	0	24	2,142	349,050	121,220	72,000	68,000	43,000	3,000	21,960	54,970	35,100	9,000	471,275	820,325

All charges for subcontracted services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 10% markup.
 The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges.