

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH LEE + RO, INC.
(ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR RFP 24-011SB -
WRCRWA FLOW CONTROL IMPROVEMENTS PROJECT, NO. UT-2015-01)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of December, 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 LEE + RO, Inc., a California Corporation with its principal place of business at 1199 S. Fullerton Road, City of Industry, CA 91748 (“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 Environmental and 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 Environmental and Engineering Design Services for RFP 24-011SB - WRCRWA Flow Control Improvements, Project UT-2015-01 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Environmental and 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 December 6, 2023 to December 6, 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: Amritendu Maji and Boyana Angelova.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Amritendu Maji 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 Five Hundred and Forty-Nine Thousand, Nine Hundred and Forty-Nine Dollars (\$549,949.00) (“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:

LEE + RO, Inc.
1199 S. Fullerton Road
City of Industry, CA 91748
Attn: Dhiru Patel

City:

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

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

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the

performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

3.6.7 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 LEE + RO, INC.
(ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR RFP 24-011SB -
WRCRWA FLOW CONTROL IMPROVEMENTS PROJECT, NO. UT-2015-01)**

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

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Public Works Director

Reviewed By: Kenny T. Nguyen
Kenny Nguyen
CIP Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attested By: _____
Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH LEE + RO, INC.
(ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR RFP 24-011SB -
WRCRWA FLOW CONTROL IMPROVEMENTS PROJECT, NO. UT-2015-01)

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

LEE + RO, INC.
a California Corporation

By: 
D1CAD50C35EF451
Dhiru Patel
CEO

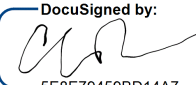
By: 
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Charles Ro
CFO

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 environmental and engineering design services necessary for the Project. The Services are more particularly described herein.

Task 1. Project Administration

A. Project Schedule, Status Reports, Invoices, Administration

1. LEE + RO will prepare a project design and estimated bidding/construction schedule in MS Project. The schedule will be updated monthly.
2. LEE + RO will prepare and submit with invoice monthly status reports providing an overview of progress made during the month and tasks to be accomplished during the following month.
3. LEE + RO’s team will submit invoices which follow the task items provided in the hours/fee table provided with the proposal and/or used as a basis for the contract. Additionally, the team will provide a brief narrative by task of the work performed during the billing cycle and copies of invoices for direct expenses.
4. LEE + RO will use the Example Invoice Format attached to the City’s RFP as a guide.

B. Engineering Phase Meetings

1. Kickoff Meeting
2. Preliminary Design Review Workshop
3. 60% Electrical Design Kickoff Meeting
4. Two Project/Progress Meetings
5. 60% Submittal Review
6. 90% Submittal Review (Consultant needs to provide a constructability review set certifying that QA/QC was performed prior to submittal to the City.)

Deliverables:

- a. Meeting Agendas & Minutes (electronic) – LEE + RO will submit agendas for City review one (1) working day before each meeting. LEE + RO will submit draft copy of meeting minutes to City for review and comment within five (5) working days after each meeting.

- b. Monthly Progress Reports (electronic)
- c. Monthly Updated Project Schedules (electronic)
- d. Monthly Invoices accompanied by monthly progress reports and updated schedule.

Task 2: Research Existing Conditions, Survey

LEE + RO and subconsultants will perform the research of existing conditions necessary to develop a Preliminary Design for the project. This Task includes, but is not necessarily limited to, the following items:

A. Site Reconnaissance

LEE + RO's team shall conduct a site reconnaissance of the Project site including WRF1 site, FCS alternative sites, pipeline alignments, and surrounding area. The team shall meet with the City's Operations, Maintenance, and Engineering staff to discuss project specifics and requirements.

B. Research

LEE + RO will perform research of records including utilities, public right-of-way, easements, and other agency records as necessary to secure information required to identify, locate, and accurately layout all existing utilities, improvements, easements, inundation areas, and rights-of-way within project limits that may interfere with the proposed improvements. At a minimum, LEE + RO will research the following:

1. Review existing utility and street record drawing plans, where applicable.
2. Perform utility investigation/utility coordination and provide utility relocation recommendations, if necessary.
3. Perform field investigation and measurement to assess existing site conditions.
4. Provide a copy of all utility notifications and responses.

C. Surveying

The Prizm Group (TPG) shall prepare a topographic survey of the Project site as required for the preparation of design drawings and construction staking and perform work including, but not be limited, to the following:

1. Research record survey data, including record mapping, centerline tie notes, and horizontal/vertical control.
2. Recover horizontal and vertical control monuments.

3. Establish survey control for elevations based on City of Corona vertical datum (NGVD 29) and horizontal control based on the North American Datum of 1983 (NAD 83) US Feet State Plane VI
4. Prepare survey at a scale of 1" = 40' with 1-foot contours and spot elevations on a 50-foot grid in accordance with National Mapping Accuracy Standards.
5. Plot right-of-way limits, easements, inundation areas, and property lines.
6. Locate and open accessible sewer and drainage manhole covers and measure detail data for pipe sizes and invert elevations to establish vertical and horizontal locations of underground utilities.
7. "Dip" sewer and storm drain facilities to measure flow-line elevations of existing underground sewer and storm drain utilities crossing proposed pipeline.
8. Provide spot elevations at all locations where existing utilities are potholed.
9. Show surface features and visible indications of existing utilities based on NAD 83 horizontal control to include curbs and gutters, sidewalks, and other elements relevant to prepare a comprehensive topographic map suitable for pipeline design and construction.
10. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction.
11. Provide any additional data deemed to be critical for the design of the facilities.

D. Utility Research/Locating/Potholing

Underground Solutions, Inc. (USI) will perform necessary research to identify all existing utilities and potential conflicts. USI will perform utility search and field verification (potholing) work to determine location and elevations of existing underground utilities, improvements, and related facilities. LEE + RO will budget for 15 potholes, and will be responsible for identifying locations for field verification of utilities. USI shall provide all required traffic control and surface repair (where applicable) necessary for potholing work.

Deliverables:

For Task 2, LEE + RO, TPG, and USI will deliver a summary of research and survey findings from this Task (electronic copy) including, but not limited, to:

- a. Site photos and information obtained during site reconnaissance including a list of the project specific requirements outlined during the discussions with the City's staff
- b. Finding and recommendations from the research/review under item 2-B above

c. Survey topo map

d. Pothole report

Task 3: Geotechnical, Corrosion Control, and Seismic Evaluation

Underground (UES) will perform geological and geotechnical work, including field explorations and laboratory tests, corrosion, and seismic investigations to assess the general conditions of the project site area and to provide final design recommendations for the proposed facility.

A. Field Exploration

Prior to conducting any field exploration, UES will submit a drilling plan, in letter format with relevant figures, drawings, and exhibits to City for approval. The drilling plan will include the proposed locations and depths for the boreholes and method(s) for mobilizing the drilling rig to the boring locations. For fee purposes, LEE + RO/UES shall assume one (1) borehole to be drilled to a depth of 15 feet below the existing ground surface at the selected FCS site.

B. Laboratory Tests

UES will conduct tests on samples of materials recovered from the boreholes to assess the existing conditions, including depth to groundwater, and to establish engineering design criteria for the proposed improvements. UES will determine the physical soil properties such as, but not limited to, shear strength, bearing capacity, compressibility, density, expansion, cohesion, permeability, and electrical resistance/conductance. Based on the laboratory results, UES will develop recommendations for grading, excavation, drainage and compaction, and identify fill and backfill materials and construction methods.

C. Corrosion Control

UES will perform a soil corrosivity study and provide corrosion engineering services to the City. As a minimum, UES will provide the following services:

1. Collect and review boring logs and select soil samples for testing in the laboratory.
2. Test soil samples for as-received soil resistivity, saturated resistivity, pH, sulfides, and oxidation-reduction potential, and perform chemical analyses.
3. Conduct field investigations, to locate rectifiers and other sources of direct or indirect current that might cause stray current corrosion problems and check the Southern California Cathodic Protection Committee for cathodic protection systems listed in and near the project area.
4. Provide a report, including recommendations for controlling corrosion of materials planned for the facility.

D. Seismic Evaluation

UES will perform a detailed probabilistic seismic hazard analysis and develop a site-specific response spectrum for both horizontal and vertical ground motions anticipated for the site. UES will develop detailed site-specific seismic parameters as required for final design.

Deliverables:

- a. Draft Geotechnical Engineering Report (electronic copy). The Geotechnical Engineering Report will include all items listed in this Task to avoid multiple report/tech memo submittals.
- Final Geotechnical Engineering Report (electronic copy). The Geotechnical Engineering Report will include all items listed in this Task to avoid multiple report/tech memo submittals.

Task 4: Conceptual and Preliminary Design

LEE + RO shall provide engineering services to establish criteria, develop innovative ideas and approaches, analyze alternatives, perform calculations, and make recommendations on the Project design and layout, including, but not limited to the following:

A. General

1. LEE + RO will identify right-of-way lines, property lines, existing and proposed easements, inundation area, and setbacks, if any are required, of a permanent or temporary nature. Provide a plan showing any site constraints and required construction, staging area, and operations/maintenance easements.
2. LEE + RO will identify all necessary permits, environmental reviews, clearances and approvals from other City departments, utility companies, and County, State and Federal agencies to construct, operate and maintain the improvements proposed under this Project, and the time required to obtain each one. Provide a table of the required permits and clearances from the various affected agencies, and the time required to obtain each one.
3. LEE + RO will review locations of existing utilities such as domestic water lines, reclaimed water lines, sanitary sewers, storm drains, drainage channels/basins, manholes, underground or overhead telephone, fiber optic lines, and power lines potentially impacting the specific location of the proposed facilities, with respect to governing agencies' minimum separation requirements and preferred standard industry practice. Identify required utility relocations and all necessary integration with existing utilities to accommodate the Project.
4. LEE + RO will review as-built plans and assess existing conditions and constraints, including construction limits.
5. LEE + RO will identify and describe site specific structural or geotechnical design requirements. Recommend design features to protect the facilities during a major earthquake and keep the proposed facilities in operation following a major earthquake.
6. LEE + RO will identify and address construction traffic and operational ingress/egress concerns with City Public Works Department.
7. LEE + RO will provide alternatives to address constructability issues.

8. LEE + RO will provide a design and construction schedule for the entire Project, demonstrating how the various project activities and milestones will be achieved and the duration of each.

9. LEE + RO will calculate life cycle cost (capital, operation, and maintenance costs) impact of the Project.

B. Conceptual Design

It is understood that the City has identified six preliminary alternative locations for the FCS (see Figure A) and has developed conceptual operational plans for these alternatives. The FCS shall be equipped with a pressure reducing valve (Bailey valve) and an optional in-line turbine to facilitate the drop in pressure from 833 Zone to 595 Zone. Some of these alternatives would require replacing/augmenting the existing 12" PVC pipeline to convey WRCRWA Plant water to WRF1 Tank. An example of these alternatives is provided in Attachment 1. A description of conceptualized alternatives will be provided to the selected consultant. LEE + RO shall propose fee for evaluating six alternatives prepared by the City and any additional alternatives proposed by LEE + RO.

1. LEE + RO shall review the alternative concepts developed by the City, evaluate their pros and cons (based on their locations and other factors), and select two (2) alternatives (with input from City staff) or propose a different alternative(s) for further analysis. LEE + RO shall consider the proximity of the existing power conduits and SCADA/telemetry lines in analyzing the pros and cons of the alternatives.

2. LEE + RO shall evaluate (at the conceptual level) the feasibility of installing an in-line turbine at the FCS to generate hydroelectric power and recommend whether to incorporate it in the preliminary and final design of Project. LEE + RO shall provide optional tasks for incorporating an inline turbine in the preliminary and final design of the Project as outlined in Task 9.

3. LEE + RO shall analyze the need for replacing/augmenting the 12" PVC pipeline for conveying up to 10 MGD from WRCRWA Plant to WRF1 Tank. This analysis will include determining whether replacing the 12" PVC pipeline or installing a new parallel pipeline would be more feasible and cost-effective.

4. LEE + RO shall analyze construction and permitting issues, operational configuration, and develop a cost estimate for each of the two (2) selected alternatives.

5. LEE + RO shall hold a workshop with the City staff to discuss the results of its analysis (such as construction cost and ease of construction and operation) and select a preferred/ recommended alternative, with input from the City staff.

6. LEE + RO shall prepare a technical memorandum describing the alternative evaluation process, findings, and the recommended alternative for City's review. The recommended alternative shall include the recommended site for FCS as well as the preferred approach for replacing/ augmenting the 12" PVC pipeline. LEE + RO shall proceed with the preliminary design only after approval of the recommended alternative by the City.

C. Preliminary Design of Flow Control Station and Flow Entry Structure

For the recommended alternative, LEE + RO shall:

1. Prepare preliminary design of the flow control station and its connections to the existing reclaimed water lines.
2. Prepare preliminary design of the flow entry structure to WRF1 Tank.
3. Incorporate cost-effective elements to maximize operational efficiency and ease of maintenance considering existing site conditions and constraints, and site security and safety.
4. Identify and provide maintenance and operation requirements, including access for maintenance and equipment installation and removal.
5. Prepare and provide conceptual site grading and drainage plan.
6. Identify and document City's present methods of accumulating and transmitting instrumentation signals.
7. Meet with City Operations staff, field verify existing conditions, and identify methods of performing local and remote control, data gathering, alarms, and intrusion detection for the Project based on City standards.
8. Identify system integration issues, including SCADA system monitoring and controls, and modifications to the operations of the system.
9. Provide a list of required equipment – type, size, and manufacturer. Consultant shall work with City to identify City equipment and manufacturer preferences.

D. Preliminary Design of 24" Steel Pipeline Slip Lining

LEE + RO will prepare a preliminary design of slip lining for the existing 24" Steel pipeline (with a total length of approximately 5,000 LF) including, but not limited to, the following:

- Preferred material and method of slip lining
- Analysis of structural integrity of the pipeline after slip lining
- Typical cross section of slip lining
- Location of access points and means of access along the pipeline
- Permitting requirements
- Existing utilities

- Traffic impacts
- Cathodic protection recommendations
- Preliminary construction cost estimate (all lump sum bid items must have schedule of values)
- Schedule

E. Preliminary Design of Replacing/Augmenting Existing 12” PVC

If determined necessary during the conceptual design, LEE + RO shall prepare a preliminary design of replacing/augmenting the existing 12” PVC pipeline. The preliminary design shall include, but not limited to, the following:

- Existing utilities
- Permitting requirements
- Traffic impacts
- Easement requirements
- Typical cross sections
- Proposed connections
- Cathodic protection recommendations
- Preliminary construction cost estimate (all lump sum bid items must have schedule of values)
- Schedule

F. Preliminary Engineering Report

Taking into consideration the findings from the above tasks in this section, LEE + RO shall work with City to agree on or make necessary modifications, prepare relevant documents, and make recommendations on the Project design. LEE + RO shall summarize all findings, conclusions, and recommendations in a Preliminary Engineering Report to include, but not be limited to, the following topics:

- Executive Summary
- Background and Existing Facilities
- Design Objectives and Proposed Facilities
- Flow Control Station Design and Layout
- Flow Entry Structure Design Layout

- New Pipeline to Replace/Augment Existing 12” PVC Line
- Other New Pipeline Designs, if Needed
- Slip Lining Design for the Existing 24” Steel Pipeline
- Hydraulics and Flow Control Requirements Analysis
- Site Layout, Drainage, Paving and Civil Engineering Design
- Mechanical and Structural Design
- Electrical and Instrumentation Design
- Environmental Requirements
- Plans and Technical Specifications
- Permits Requirements
- Project Implementation (including schedule, staging, and phasing, temporary bypassing, access during construction, and cost)
- Appendices to include:
 - o Equipment catalog cut sheets
 - o Detailed Engineer’s Opinion of Probable Construction Costs
 - o Life cycle cost including capital, operation, and maintenance cost impact associated with the Project.
 - o Other information as required

LEE + RO shall submit a draft copy of the report for City’s review. LEE + RO shall reevaluate, revise, and finalize the report in conformance with City’s recommendations and upon mutual agreement of modifications deemed necessary by City and LEE + RO. The final copy of the Preliminary Engineering Report shall include the required civil, structural, architectural, mechanical, electrical, and instrumentation and control features, and shall have sufficient detail to serve as the documentation for the recommended Project design prior to preparing the final engineering plans and specifications. LEE + RO shall prepare appendices documenting calculations and other engineering decision making process and include them in the Preliminary Engineering Report.

Deliverables:

- Draft Preliminary Engineering report – PDF file
- Final Draft Preliminary Engineering report – PDF file

- Final Preliminary Engineering Report – signed PDF copy including all text, tables, graphs figures, exhibits, plates, photographs, site plans, elevations, and drawings.
- Electronic copies of the originals in MS Word, MS Excel, and other relevant formats.

Task 5: Environmental Compliance

A. California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)

CEQA/NEPA requirements need to be addressed for this Project. Following the requirements provided in the 2021 Program EIR for the City’s Reclaimed Water Master Plan (Attachment 2), UES shall determine the level of efforts needed for environmental compliance and provide the associated scope and cost estimate for preparing a CEQA/NEPA document.

The work under CEQA/NEPA may include, but not be limited to:

- Prepare Notice of Exemption if it meets the CEQA/NEPA requirements.
- Prepare an Initial Study (IS), if needed, including completion of environmental checklist.
- Work with the City to prepare the appropriate CEQA/NEPA technical documents, if needed. Technical documents may include:
 - o Cultural and archeological/Paleontological studies, including archival research and outreach to Native American tribes as identified by the Native American Heritage Commission pursuant to SB 18 and AB 52 and requirements for tribal monitoring in deep excavations not previously disturbed.
 - o Noise analyses, including recommendations for reduction of noise during construction.
 - o Greenhouse gas evaluations
 - o Traffic control, including recommendations for preparing traffic control plans where appropriate.
 - o Other environmental issues on environmental checklist, including air quality, biological resources, and hazardous materials.

Deliverable:

- a. CEQA/NEPA document, as required – PDF file

Task 6: Final Engineering and Preparation of Construction Contract Documents

The Final Engineering Documents prepared by LEE + RO shall include all engineering services required by City to carry out the concepts agreed upon by City in the Preliminary Engineering Report. Final Engineering Documents shall include detailed engineering calculations, designs, construction plans, special conditions, technical specifications, engineer’s cost estimates, and life

cycle cost estimate for the Project, sufficient in content and detail to enable City to advertise for bids and award the construction contract for the Project.

The City will prepare the contract front-end documents including:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Schedule
- Contractor's Certificate Regarding Worker's Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit
- Contract
- Performance Bond
- Payment Bond (Labor and Materials)
- General Conditions
- Special Conditions Template
- Federal Requirements

LEE + RO shall review City's front-end documents for conflicts or duplications with LEE + RO provided edits. LEE + RO shall, on behalf of and as directed by City, discuss, review, apply for and obtain the permits and clearances required by other departments within the City, private utilities and companies, and other public or private agencies or parties, for the removal and abandonment of the existing facilities and the construction of the proposed facilities. All labor and material costs associated with applying for and obtaining permits shall be included in LEE + RO's fee proposal for this Task, except where otherwise stated. Permit fee costs shall be paid by City to the permitting agency. City permits will be provided as "no fee" permits. Only work within public right-of-way will require a City Public Works encroachment permit. Permits anticipated for this project include:

• Army Corps of Engineers Encroachment Permit LEE + RO shall furnish all engineering services deemed necessary to complete the detailed design of the Project while meeting all requirements of all Federal, State, and Local codes, ordinances, and regulations, and carrying out the concepts agreed upon in the Preliminary Engineering Report. Design shall meet the requirements of applicable Federal, State, and Local codes, ordinances, and regulations including, but not limited to:

- California Building Code (CBC), latest edition
- California Plumbing Code (CPC), latest edition
- California Electrical Code (CEC), latest edition
- California Mechanical Code (CMC), latest edition
- California Fire Code (CFC), latest edition
- California Green Building Code, latest edition
- California Energy Code, latest edition
- National Fire Protection Association (NFPA)
- American Water Works Association (AWWA)
- Hydraulic Institute

LEE + RO shall perform all necessary calculations and design work, and prepare and provide all necessary documents, which shall include, but not be limited to, the following in order to facilitate the bidding, awarding and construction of the Project:

A. General

1. Project Special Conditions.
2. Detailed summary of work, sequence of construction description, and work phasing plan to maintain facilities in service during construction.
3. Relevant edited technical specifications in Construction Specifications Institute (CSI) format furnished by City.
4. Sequence of Operation based on the Template furnished by the City.
5. Applicable City and/or consultant standard plans and specifications, as required.
6. Contract documents appendices, as required.

7. Title sheet, location map, vicinity map, and signature blocks applicable to the Project using City standard border and title sheets.
8. General notes sheet with appropriate general and miscellaneous notes and symbols and abbreviations.

B. Final Design

General/Civil:

1. Horizontal control plan and design elevations.
2. Demolition and restoration plan including removal or abandonment of other existing facilities as required for installation of the proposed facilities and site improvements.
3. Site access, mobilization, and materials storage areas.
4. Final grading, hardscape, drainage, and landscape/irrigation improvements. Prepare plans at 1" = 20' horizontal and 1" = 4' vertical scales and include necessary profiles, cross sections, and details in accordance with City standards.
5. Design for FCS site to include fencing along perimeter of site for safety and security, vehicular access gates, and man gates for ease of access as necessary.
6. Design the repair and replacement of landscaping, irrigation, fencing, and street improvements where the Project encroaches beyond the utility easement.
7. Traffic control plans.
8. Integrate security features into the new facility design.

Structural and Architectural:

1. Structural design of all structures, including plan, section, elevation, footings, and structural details. Structural design shall meet 2013 CBC requirements for an essential facility. Show on the structural plans the design loads and other information pertinent to the structural design per Section 1603 of the CBC.
2. Design all required ancillary structures, equipment mounts, and pipe supports to meet CBC requirements.
3. Design all required retaining walls, if needed.
4. Design flow entry structure at WRF1 Tank.

5. All other structural work not specifically stated but required to prepare documents necessary for the successful bidding, awarding and construction of the Project.

Mechanical and Piping:

1. Final design hydraulic calculations and hydraulic profile.
2. Design FCS including a pressure reducing valve (Bailey valve), an optional in-line turbine assembly, flow meter assembly, and other necessary valves and appurtenances.
3. Design corrosion protection measures for piping and structures as required.
4. Design of utility improvements (electrical, communications, and related facilities) as required for operation and maintenance of the proposed facility.
5. All other demolition, site improvements, mechanical, and utility improvements work not specifically stated, but required to prepare documents necessary for the successful bidding, awarding and construction of the Project.

Electrical, Instrumentation and Control:

1. Design of all instrumentation and control equipment, electrical connections, status and alarms for monitoring and transmitting data, panels, and necessary appurtenances for an integrated control system. The designs shall include:

- I/O lists
- Control and process narrative descriptions
- Wiring and control diagrams
- P&ID drawings
- Instrumentation and controls specifications
- Electrical and control panel elevations
- Lighting and intrusion detection
- Meter panel
- Yagi antenna for telemetry.

2. All other work not specifically stated but required to prepare documents necessary for the successful bidding, awarding and construction of the Project.

Slip Lining Existing 24" Steel Pipeline:

1. Plan and typical section view of slip lining details.
2. Location of access points
3. Technical specifications.
4. Construction details and bid schedule. Reference City standard details in the plans, where applicable.

Replacing/Augmenting Existing 12" PVC Pipeline (if needed):

1. Plans and profile of the new pipeline replacing or paralleling the existing 12" PVC pipeline. The improvement plan shall be plotted at 1"=40' horizontal with 1"=4' vertical and show all pipeline appurtenances, including, but not limited air/vac valves, cathodic protection (when required), and flushing points. All improvements shall conform to City Standards. Plans shall include all the pertinent information necessary for the construction of the improvements.
2. Typical section of street with underground utilities.
3. Plan and section views of pipe connection details.
4. Technical specifications
5. Construction details and bid schedule. Reference City standard details in the plans, where applicable.

Construction Plans:

The construction plans shall include:

1. Title sheet.
2. Vicinity and location map.
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses, basis of bearing and benchmark, general notes and abbreviations.
4. Existing improvements, including but not limited to base map, property lines, curb & gutter, sidewalk, centerline, right of way, all utility lines (above and underground), valves, blow-offs, air release valves, water mains, drainage facilities, field topographic survey/ design survey,

striping and/or pavement markings, traffic loops and other details that are of benefit to and/or requested by the City.

5. Traffic control plans for various construction staging.

6. The Project construction plans organized in groups of work by trade to include the following:

- General Drawings
- Civil/Site/Utility Drawings
- Mechanical Drawings
- Structural/Architectural Drawings
- Electrical Drawings
- Instrumentation Drawings

LEE + RO shall:

- Prepare plans in AutoCAD format (version 2017 or later). It is understood that preparing the design using any design software other than AutoCAD and converting to AutoCAD format for delivery to the City will not be acceptable.
- Process plans with City staff for approval and make corrections as appropriate.
- Provide to City all final complete plans on PDF following City's approved standard plan and title block format. Details shall be drawn to a scale of 1" = 10', or larger. Dimensions shall be shown in English units.

It is understood that SCADA programming will be performed by a City approved system integrator under a separate existing contract with the City. The City's System Integrator will program the Flow Control Stations PLC logic based on City programming standards using the IO list, P&ID, and Control and Process Narrative descriptions provided with the final engineered design. The City's software standard is GE Proficy iFix.

LEE + RO shall prepare the final engineer's construction cost estimate in the same order and quantities as the bid proposal contained in the bid documents. LEE + RO shall prepare the estimate in Microsoft Excel and submit it to City with the final plans and specifications.

Deliverable:

LEE + RO shall submit to City the following for review, comment, approval, and use. Provide all electronic files in PDF, MS Word, and MS Excel. LEE + RO shall QA/QC all the submittals and verify that all submitted documents have gone through their QA/QC process. LEE + RO shall provide the name(s) and title(s) of the individual(s) responsible for QA/ QC in its proposal. The proposal shall include resume(s) of the QA/QC individual(s).

60% submittal

Electronic copies of (MS Word files, MS Excel files, PDF, etc.):

- One set of plans in PDF format
- Specifications outline
- Construction schedule and preliminary cost estimate using City furnished template (all lump sum bid items must have schedule of values)
- Life cycle (capital, operation, and maintenance) cost estimate

90% submittal

The 90% package needs to go through LEE +RO internal constructability review before submitted to City for review.

Electronic copies of (MS Word files, MS Excel files, PDF, etc.):

- PDF file of City's 60% plan review comments
- One set of plans in PDF format
- Special conditions, technical specifications, description of work, bid form
- Construction schedule and final cost estimate (including backup source for unit price and schedule of values for all lump sum bid items)
- Life cycle (capital, operation, and maintenance) cost estimate
- One set of structural calculations in PDF format
- One set of hydraulic calculations in PDF format

100% submittal

Electronic copies of (MS Word files, MS Excel files, PDF, etc.):

- PDF file of City's 90% plan review comments
- One set of plans in PDF format
- Special conditions, technical specifications, description of work, bid form
- Construction schedule and cost estimate (including backup source for unit price and schedule of values for all lump sum bid items)

- Life cycle (capital, operation, and maintenance) cost estimate

Final submittal

Electronic copies of (MS Word files, MS Excel files, PDF, AutoCAD, etc.):

- PDF file of City’s 100% plan review comments
- One signed/sealed set of final plans in PDF format
- One set of final technical specifications in PDF format
- MS Word file of special conditions, final technical specifications, and description of work
- Construction schedule and cost estimate (including backup source for unit price and schedule of values for all lump sum bid items)
- Life cycle (capital, operation, and maintenance) cost estimate
- MS Excel file of construction cost estimate in bid form format
- AutoCAD files of drawings including all externally referenced files (in AutoCAD 2017 or later format)

Task 7: Bidding Services

A. Bidding Services

LEE + RO will assist the City in providing clarification and prepare addenda as needed for questions that may arise during the bidding process. LEE + RO will attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

B. Conformed Plans and Specifications

LEE + RO shall prepare conformed plans and specifications for use in the construction of the Project. The conformed plans shall reflect changes made during bidding and will be noted as a revision to the final improvement plans. The conformed specifications shall reflect changes made during bidding and be marked as the “conformed set”.

Deliverable:

Conformed Set – Electronic copies of (MS Word, MS Excel, AutoCAD, and PDF):

- One set of signed plans in PDF format.
- One set of revised and signed technical specifications.

Task 8: Engineering Services During Construction

A. Engineering Support

LEE + RO shall assist the City with the following:

1. Provide professional engineering services to address and respond to all requests for information (RFI's) from the contractor.
2. Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.
3. Review, recommend and prepare change order(s) and/or extra work order(s) as needed. City will prepare and administer the formal change order document for contractor to execute.
4. Attend pre-construction meeting. LEE + RO shall budget 24 hours for task 8-A.

B. Minor Plan Revisions

LEE + RO shall budget 8 hours for minor revisions of the plan.

C. Review of Shop Drawing Submittals, O&M Manual, and Materials Tests Coordination

LEE + RO shall review all construction shop drawings, Operation and Maintenance (O&M) Manual submittals, and materials for complete and strict conformance with the contract plans, specifications and documents. Submittals will be in either hard copy or PDF file format. LEE + RO shall maintain a submittal log showing the status of each submittal received. LEE + RO shall budget 20 hours for task 8-C.

City will review select submittals at its discretion after consultant has completed review and prior to returning submittals to construction manager or contractor. LEE + RO shall submit to City for its use and records electronic copies of all preliminary and final shop drawings, which have been reviewed for conformance. LEE + RO shall confirm any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents. LEE + RO shall make its recommendation and review with input from City's staff, and all substitutions shall receive City's concurrence prior to approval. LEE + RO shall review contractor's Operations & Maintenance Manual submittals for complete and strict conformance with the requirements of the contract documents. LEE + RO shall coordinate and notify City of all direction for testing of equipment, materials, and appurtenances for conformance with design concepts and the construction contract plans, specifications and documents. It is understood that the City will not be obligated to be present at such testing and City's decision not to be present at the place of manufacturers testing, will not relieve consultant of the responsibility for overseeing test compliance with the specifications and documents nor waive any rights to challenge any or all results of testing. Those tests will be conducted by the vendor or contractor to assure conformance with the designer's intent and operational criteria. LEE + RO will require the supplier to perform testing in the United States. LEE + RO shall review and evaluate said tests

and make appropriate recommendations to City prior to the installation of equipment and the acceptance of the constructed or furnished facilities.

D. Site Visits and Meetings during Construction

At the discretion of the City, LEE + RO shall attend weekly project meetings of one hour each during construction. LEE + RO shall budget an additional hour after each weekly project meeting for a site visit. LEE + RO shall budget for a total of four (4) construction meetings.

LEE + RO shall budget for two (2) meetings to discuss the instrumentation and electrical submittal and review comments with their relevant sub-consultants, the City, the City's SCADA programmer/system integrator consultant, the contractor and the contractor's relevant sub-contractors.

E. Start-Up & Final Acceptance

At the discretion of the City, LEE + RO shall attend weekly project meetings of one hour each during construction. LEE + RO shall budget an additional hour after each weekly project meeting for a site visit. LEE + RO shall budget for a total of four (4) construction meetings.

F. Record Documents

At the discretion of the City, LEE + RO shall attend weekly project meetings of one hour each during construction. LEE + RO shall budget an additional hour after each weekly project meeting for a site visit. LEE + RO shall budget for a total of four (4) construction meetings.

Deliverable:

- Electronic submittals of preliminary and final accepted shop drawings, as submitted by construction contractor and reviewed by LEE + RO.
- Electronic submittals of any sketches prepared during the construction phase to interpret or modify contract plans and specification concepts requiring City approval.
- One set of record drawings in PDF format.
- One set of record drawings in AutoCAD format.
- Electronic copies of the O&M Manual provided by the contractor, including available manufacturers' product cut sheets.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall complete the Services within any reasonable time frames established by City's Representative within the Term of this Agreement.

Exhibit 4: Design Phase Schedule (REV1) is attached and incorporated herein.

Exhibit 4: Design Phase Schedule (REV1)

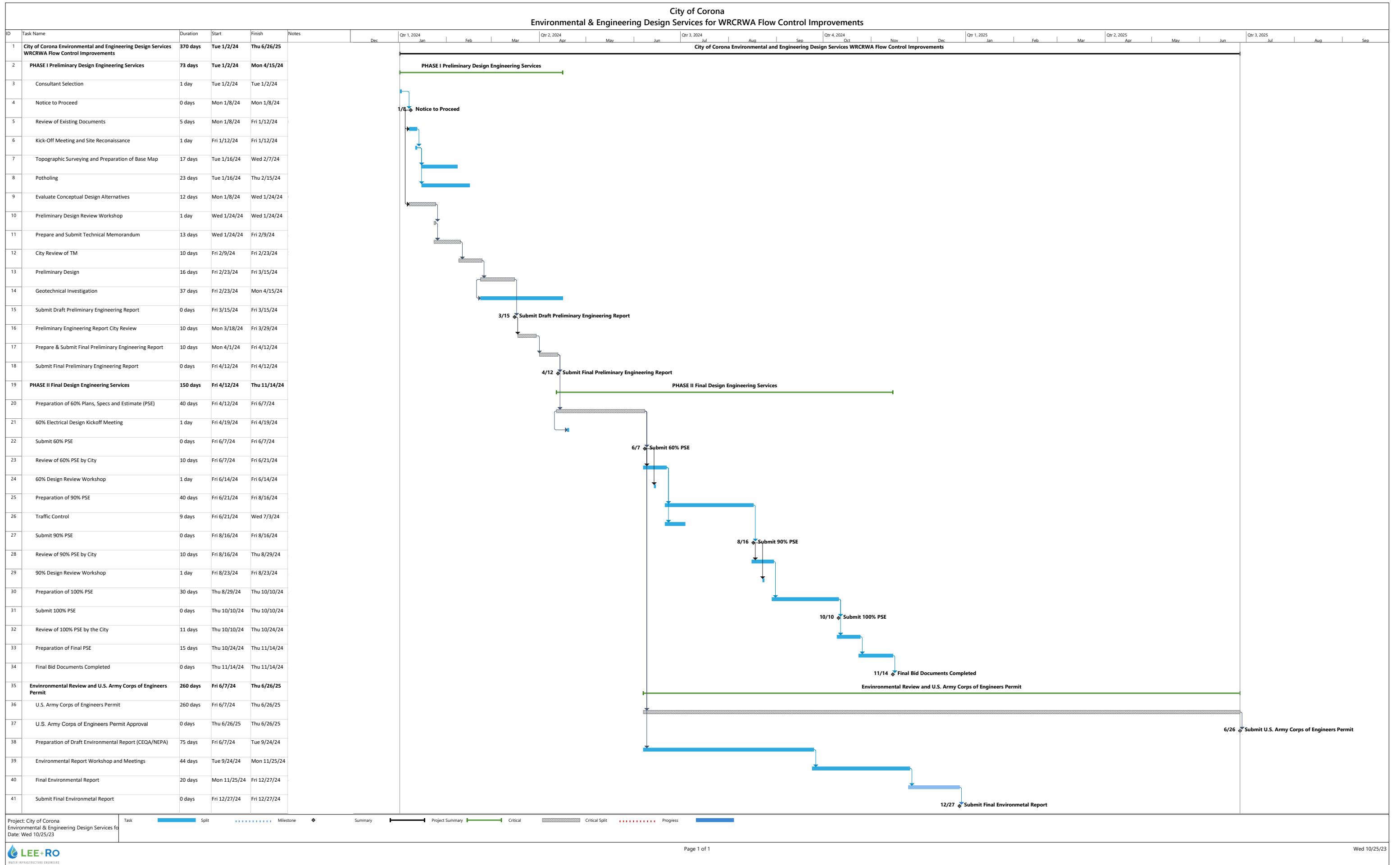


EXHIBIT "C" COMPENSATION

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

Exhibit 1-A: Fee Proposal (REV2) - With 12" Waterline Design is attached and incorporated herein.

HOURLY BILLING RATE SCHEDULE

(Effective From November 1, 2023 to October 31, 2024)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$290
Engineer 7	E7	Supervising Engineer	\$260
Engineer 6	E6	Principal Engineer	\$230
Engineer 5	E5	Senior Engineer	\$195
Engineer 4	E4	Engineer	\$180
Engineer 3	E3	Associate Engineer	\$162
Engineer 2	E2	Assistant Engineer	\$120
Engineer 1	E1	Junior Engineer	\$100
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$215
Designer 5	T5	Senior Designer	\$165
Designer 4	T4	Designer	\$148
Designer 3	T3	Associate Designer	\$139
Designer 2	T2	Assistant Designer	\$110
Designer 1	T1	Junior Designer	\$95
FIELD PROFESSIONALS			
Field Professional 5	F5	Senior Resident Engineer	\$195
Field Professional 4	F4	Resident Engineer	\$180
Field Professional 3	F3	Senior Inspector	\$162
Field Professional 2	F2	Inspector	\$120
Field Professional 1	F1	Assistant Inspector	\$100
ADMINISTRATIVE			
Administrative 4	A4	Senior Contract Manager	\$140
Administrative 3	A3	Contract Manager	\$131
Administrative 2	A2	Senior Word Processor	\$105
Administrative 1	A1	Word Processor / Admin. Assistant	\$87

Other Direct Costs

(Effective From November 1, 2023 to October 31, 2024)

Automobile Mileage	IRS Published Rate
In-house Reproduction	\$0.08 / sheet (8.5 x 11 Bond B & W)
	\$0.20 / sheet (8.5 x 11 Bond Color)
	\$0.15 / sheet (11 x 17 Bond B & W)
	\$0.50 / sheet (11 x 17 Color)
	\$1.25 / sheet (24 x 36 Bond)
Mylar Original Drawing	\$8.00 / sheet (24 x 36 or 22 x 34)
Computers & Work Stations	No Charge
Subconsultant Mark-up	Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise
Bulk Reproduction by Outside Printing Firm	Invoice amount plus 10% Handling Charge
Overnight Mailing, Air Fare, Project-Specific Software, Equipment Rental, etc.	At Cost

Exhibit 1-A: Fee Proposal (REV2) - With 12" Waterline Design

The City of Corona Public Works Department - Environmental and Engineering Design Services WRCRWA Flow Control Improvements

Project Tasks	E8	E7	E6	E5	E4	E2	T4	A1	Total Hours	Total Labor	Other Direct Costs	Sub-Consultant Fees	TOTAL
Labor Category: E8 Managing Engineer; E7 Supervising Engineer; E5 Senior Engineer; E4 Engineer; E3 Associate Engineer; E2 Assistant Engineer; T4 Senior Designer; T2 Associate Designer; A1 Administrative Assistant/Word Processor	\$290	\$260	\$230	\$195	\$180	\$120	\$148	\$87					
Task 1: Project Administration													
A. Project Schedule, Status Reports, Invoices, Administration (Assume 30 billing cycles)	30				15			30	75	\$14,010	\$200		\$14,210
B. Engineering Phase Meetings (2 in-person and 5 online meetings)	16				18	10			44	\$9,080	\$200		\$9,280
Subtotal Task 1: Project Administration	46	0	0	0	33	10	0	30	119	\$23,090	\$400	\$0	\$23,490
Task 2: Research Existing Conditions, Survey													
A. Site Reconnaissance (Assume 1 site visit)	4			4	4				12	\$2,660	\$200		\$2,860
B. Research	2				4	12			18	\$2,740	\$500		\$3,240
C. Surveying (Subconsultant - TPG)	1				2		4		7	\$1,242		\$18,905	\$20,147
D. Utility Research/Locating/Potholing (Subconsultant - USI)	1				2	2	2		7	\$1,186		\$12,626	\$13,812
Subtotal Task 2: Research Existing Conditions, Survey	8	0	0	4	12	14	6	0	44	\$7,828	\$700	\$31,532	\$40,060
Task 3: Geotechnical, Corrosion Control, and Seismic Evaluation													
A. Field Exploration (Subconsultant - UES, Fees for tasks B and D included in this line item)	1				1				2	\$470		\$8,925	\$9,395
B. Laboratory Tests (Subconsultant - UES)					1				1	\$180			\$180
C. Corrosion Control (Subconsultant - V&A)	2				4				6	\$1,300		\$24,104	\$25,404
D. Seismic Evaluation (Subconsultant - UES)		1							1	\$260			\$260
Subtotal Task 3: Geotechnical, Corrosion Control, and Seismic Evaluation	3	1	0	0	6	0	0	0	10	\$2,210	\$0	\$33,029	\$35,239
Task 4: Conceptual and Preliminary Design													
A. General													
A.1 Review and develop survey and map land features, constraints, and easements for construction planning	2				8	4	8		22	\$3,684			\$3,684
A.2 Summarize required permits, approvals, and timelines from relevant agencies	1				8	16			25	\$3,650			\$3,650
A.3 Evaluate existing utility infrastructure, identify potential conflicts, and plan for necessary relocations and integration with the project	2		4	4	4	12	8		34	\$5,624			\$5,624
A.4 Examine as-built plans to evaluate existing conditions and limitations, including construction boundaries	2		4	4	8	12			30	\$5,160			\$5,160
A.5 Define site-specific structural and geotechnical design needs, and propose earthquake-resistant features for facility protection and continuity	2	8			2				12	\$3,020			\$3,020
A.6 Evaluate construction traffic and operational concerns with City Public Works Department	1			8	4				13	\$2,570			\$2,570
A.7 Provide alternatives to address constructability issues	4				12	16			32	\$5,240			\$5,240
A.8 Prepare design and construction schedule	1				2	10			13	\$1,850			\$1,850
A.9 Prepare Life Cycle Cost for Project	2				8	12			22	\$3,460			\$3,460
B. Conceptual Design													
B.1 Review City's alternative concepts, assess and choose two (2) alternatives for further analysis	2			12	12	12			38	\$6,520			\$6,520
B.2 Conceptual evaluation of in-line turbine (Moved to optional task)									0	\$0			\$0
B.3 Analyze replacing/augmenting the 12" PVC pipeline	1				8	8			17	\$2,690			\$2,690
B.4 Analyze and develop cost estimate for the two (2) selected alternatives	2				8	32			42	\$5,860			\$5,860
B.5 Workshop with City to discuss analysis and select preferred alternative w/ City input (Assume online workshop)	1				2	4			7	\$1,130			\$1,130
B.6 Preparation of Technical Memo (TM)	4			8	8	60	8	8	96	\$13,240			\$13,240
C. Preliminary Design of Flow Control Station and Flow Entry Structure													
C.1 Flow Control Facility	4			16	16	16	24		76	\$12,632			\$12,632
C.2 Flow Entrance Structure at WRF1 Tank	4			8	16	16	24		68	\$11,072			\$11,072
D. Preliminary Design of 24" Steel Pipeline Slip Lining	4		8	16	6		4		38	\$7,792			\$7,792
E. Preliminary Design of Replacing/Augmenting Existing 12" PVC (Moved to optional task)									0	\$0			\$0
F. Preliminary Engineering Report	4				8	24	8	4	48	\$7,012			\$7,012
Subtotal Task 4: Conceptual and Preliminary Design	43	8	16	76	140	254	84	12	633	\$102,206	\$0	\$0	\$102,206
Task 5: Environmental Compliance													
A. California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) (Subject to Categorical Exemption/Exclusion) Documentation (Subconsultant - UES)	1				1				2	\$470		\$10,506	\$10,976
A.1. Cultural, Archeological and Paleontological Studies					1				1	\$180		\$6,182	\$6,362
A.2. Biological Resource Evaluation	1				1				2	\$470		\$6,594	\$7,064
A.3. Noise Analysis					1				1	\$180		\$6,586	\$6,766
A.4. Greenhouse Gas Evaluations and Air Quality Analysis	1				1				2	\$470		\$4,402	\$4,872
A.5. Traffic control, including recommendations for preparing traffic control plans where appropriate					1				1	\$180		\$8,064	\$8,244
A.6. Meet with City Staff and Federal Agencies on CEQA/NEPA Categorical Exemptions/Exclusions as Needed	1				1				2	\$470		\$4,637	\$5,107
A.7. Initial Study/Appendix G Checklist	1				1				2	\$470		\$12,768	\$13,238
Subtotal Task 5: Environmental Compliance	5	0	0	0	8	0	0	0	13	\$2,890	\$0	\$59,739	\$62,629

Task 6: Final Engineering and Preparation of Construction Contract Documents														
A.1 General	8	16	8	8	24	24	24	16	128	\$22,024				\$22,024
A.2 Permits														
A.2.1 Permit Research and Preparation	16			2	32	32			82	\$14,630	\$100			\$14,730
A.2.2 Coordination with USACE and FEMA (Assume 6 online meetings and correspondence)	12			6	24	12			54	\$10,410	\$200			\$10,610
B. Final Design														
B.1 Prepare and Submit 60% Plans and Special Technical Specifications														
Demolition, Civil and Waterline Lining	8			16	16	16	24		80	\$13,792	\$25			\$13,817
Structural	2	8			8	8	16		42	\$7,428	\$25			\$7,453
Mechanical and Related Piping	8				40	40	60		148	\$23,200	\$25			\$23,225
Electrical, Instrumentation and Control	8	4			24	40	24		100	\$16,032	\$25			\$16,057
B.2 Prepare and Submit 90% Plans and Special Technical Specifications														
Demolition, Civil and Waterline Lining (Subconsultant - RK)	8			16	16	16	24		80	\$13,792	\$25	\$6,300		\$20,117
Structural	2	8			8	8	16		42	\$7,428	\$25			\$7,453
Mechanical and Related Piping	8				40	40	60		148	\$23,200	\$25			\$23,225
Electrical, Instrumentation and Control	8	4			24	40	24		100	\$16,032	\$25			\$16,057
B.3 Prepare and Submit 99% Plans and Special Technical Specifications (REMOVED FROM SOW)														
Demolition, Civil and Waterline Lining									0	\$0				\$0
Structural									0	\$0				\$0
Mechanical and Related Piping									0	\$0				\$0
Electrical, Instrumentation and Control									0	\$0				\$0
B.4 Prepare and Submit 100% Plans and Special Technical Specifications														
Demolition, Civil and Waterline Lining	2			8	8	8	16		42	\$6,908	\$25			\$6,933
Structural	2	8			8	8	16		42	\$7,428	\$25			\$7,453
Mechanical and Related Piping	2				8	8	16		34	\$5,348	\$25			\$5,373
Electrical, Instrumentation and Control	2	8			8	8	16		42	\$7,428	\$25			\$7,453
B.5 Prepare and Submit Final Plans and Special Technical Specifications														
Demolition, Civil and Waterline Lining	3			6	6	6	6		27	\$4,728	\$25			\$4,753
Structural	2	6			6	6	6		26	\$4,828	\$25			\$4,853
Mechanical and Related Piping	3				6	6	6		21	\$3,558	\$25			\$3,583
Electrical, Instrumentation and Control	6	6			6	6	6		30	\$5,988	\$25			\$6,013
C. 12" Pipeline Design														
A. Preliminary Design of Replacing/Augmenting Existing 12" PVC	1			16	2		8		27	\$4,954				\$4,954
B. Final Design of Replacing/Augmenting Existing 12" PVC	1			16	2		8		27	\$4,954				\$4,954
Subtotal Task 6: Final Engineering and Preparation of Construction Contract Documents	112	68	8	94	316	332	376	16	1322	\$224,090	\$700	\$6,300		\$231,090
Task 7: Bidding Services														
A. Bidding Services														
Attend Pre-Bid Meeting (Assume in person meeting w/ site visit after)	4				4				8	\$1,880	\$200			\$2,080
Answer Bidder RFIs and Prepare Addendum (Assume 2 Addenda)	4				8	16			28	\$4,520	\$50			\$4,570
Bid evaluations and recommendation of bid award	4				4				8	\$1,880				\$1,880
B. Conformed Plans and Specifications	4				16	40	40	12	112	\$15,804	\$200			\$16,004
Subtotal Task 7: Bidding Services	16	0	0	0	32	56	40	12	156	\$24,084	\$450	\$0		\$24,534
Task 8: Engineering Services During Construction														
A. Engineering Support (24 hours as per RFP)	12		4		8				24	\$5,840				\$5,840
B. Minor Plan Revisions (8 hours as per RFP)	1	1			2		4		8	\$1,502				\$1,502
C. Review of Shop Drawing Submittals, O&M Manual, and Materials Tests Coordination (20 hours as per RFP)	2		6		6	6			20	\$3,760				\$3,760
D. Site Visits and Meetings during Construction (6 meetings, 4 site visits as per RFP)	6	6		12	18				42	\$8,880	\$600			\$9,480
E. Start-Up & Final Acceptance (8 hours as per RFP)	4				4				8	\$1,880	\$200			\$2,080
F. Record Documents	2				8		40		50	\$7,940	\$100			\$8,040
Subtotal Task 8: Engineering Services During Construction	27	7	10	12	46	6	44	0	152	\$29,802	\$900	\$0		\$30,702
TOTAL NOT-TO-EXCEED	260	84	34	186	593	672	550	70	2,449	\$416,200	\$3,150	\$130,599		\$549,949
Task 9: Optional Services														
9.1 In-Line Turbine Evaluation and Design														
A. Conceptual evaluation of in-line turbine	2				4	12			18	\$2,740				\$2,740
B. Incorporate in-line turbine in the preliminary and final design - Mechanical Design	12	24			40	60	40	4	180	\$30,388				\$30,388
C. Incorporate in-line turbine in the preliminary and final design - Structural Design	4	8		40	4		30		86	\$16,200				\$16,200
D. Incorporate in-line turbine in the preliminary and final design - Electrical and I&C Design	10	30		40	24	40	40	4	188	\$33,888				\$33,888
Subtotal Task 9: Optional Services	28	62	0	80	72	112	110	8	472	\$83,216	\$0	\$0		\$83,216
TOTAL NOT-TO-EXCEED WITH OPTIONAL SERVICES	288	146	34	266	665	784	660	78	2,921	\$499,416	\$3,150	\$130,599		\$633,165

Assumptions:

1. 99% submittal to be eliminated.
2. LEE + RO will coordinate with USACE and file for 408 permit if required. Fees for coordination and permit preparation are added.
3. It is assumed that the pipeline work is in relatively open areas and does not impact major traffic.
4. The sliplining or CIPP lining plans will be performance based plans and specs.
5. CEQA/NEPA environmental documentation is now part of the base fee.
6. Based on City's comments, there will not be any vaults. All equipment will be above ground with no additional overhead structures, which is a common practice for their flow control stations and PR stations.
7. Revised schedule is submitted based on discussions and projected USACE and other environmental review period.
8. Assume 30 months of billing, not including inactive periods while waiting for permits. This assumes design, bidding and construction.
9. Electrical and I&C work other than the in-line turbine will be mostly I&C related work to provide data to SCADA system.