

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC  
(WRF 1 BOILER INSTALLATION DESIGN PROJECT)**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Corona (“City”) and Advanced Professional Engineering Consultants, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated September 26, 2023 (“Agreement”), whereby Consultant agreed to provide engineering and design consulting services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about January 17, 2024 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to (1) extend the Term of this Agreement through July 31, 2024; (2) replace Exhibit “A” with Exhibit “A-1”; (3) amend the Compensation section; and (4) replace Exhibit “C-1” with Exhibit “C-2” Compensation.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The Term of this agreement shall be from September 26, 2023 to July 31, 2024 (“Term”), unless earlier terminated as provided herein. Contractor 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 3.5.8 below (each a “Renewal Term”). The terms “Term” and

“Renewal Term” may sometimes be generally or collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:

“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-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Twenty Thousand dollars (\$120,000) (“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 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.5 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

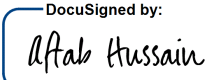
**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
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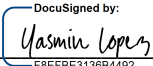
IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By:   
FC64247E8E12466...  
Katie Hockett  
Assistant Director of Utilities

Reviewed By:   
B4BE2FA248F2434...  
Aftab Hussain  
Maintenance Manager

Reviewed By:   
F8EFBE3136B4492...  
Yasmin Lopez  
Purchasing Manager

Attest:  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT’S SIGNATURE PAGE  
FOR  
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**ADVANCED PROFESSIONAL ENGINEERING CONSULTANTS, INC.**  
a California corporation

By: \_\_\_\_\_  
DocuSigned by:  
Bashar Madani  
TC6029DBCF75495...  
Bashar Madani  
CEO/CFO

## **EXHIBIT "A-1" SCOPE OF WORK**

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 provide the professional design engineering services for the WRF 1 Boiler Installation Design Project.

Services provided to be as follows:

- Design Phase:
  - Examine the site and review record drawings to ascertain existing conditions.
  - Provide a calculation to size the boiler system to heat up 3 existing digesters (4<sup>th</sup> future digester) with 500,000 gallons capacity per digester.
  - Investigate several boiler manufacturers to identify the most effective and practical solution.
  - Provide options for multiple boiler selection (SCAQMD compliant) including economic analysis, cost estimate, life cost cycle analysis, and a selection matrix including the performance, operation, maintenance, and construction features of each boiler selection.
  - Provide a demolition plan for the existing boiler and supply and return pipe up to the heat exchanger point of connection.
  - Provide a new and backup boiler design to be mounted on a skid hot water pump, air separator, and expansion tank.
  - Provide a design to relocate one of the heat exchanges to an area close to digesters 1 and coordinate the location.
  - Provide a design for a new closed loop, above-ground piping design (supply and return hot water) from the boiler room to heat exchangers.
  - Provide a design for temporary isolation valves, and bypass piping, as required to achieve the construction phasing and final connection.
  - Provide a design to extend the make-up water connection to the new boiler pad.
  - Provide a design for the new floor drain and pipe in the boiler room.
  - Provide a design for boiler drainpipes and overflow drain.
  - Provide a design and calculation for new gas pipe connection from an existing gas pipe on site (approximately 100 feet).
  - Provide detail for the new gas pipe.
  - Provide a make-up air calculation and a design for makeup air ducts and louvers in the existing room.
  - Provide a design for the control system to operate the boiler as lead-lag, compatible with existing Allen Bradley system in the facility.
  - Provide a design for a new panel and power connection boiler and pumps.
  - Provide a design for new lighting in the room.
  - Provide Lighting Title 24 calculation form.

- Provide a structural design for elevated pipe support from the boiler skid to the point of connection at the utility tunnel.
  - Design coordination meeting (8 hours).
  - Prepare fully engineered MEP and Structure drawings.
  - Prepare project technical specifications for the project.
  - Provide drawings and specifications for plan check, city-required forms, permitting, and construction of the project.
  - Provide periodic progress plans and design review plans (Schematic, Design Development, Contract Documents).
- Plan Check Phase:
    - Respond to the plan check comments with all necessary revisions required to obtain the permit.
    - Respond to review comments by City.
  - Bid Phase:
    - Provide assistance, clarifications, and addenda during the Bid Period.
  - Construction Phase:
    - Provide construction support including submittal and shop drawing review, RFI responses, clarifications, changes to documents necessary to complete the work (not including City's design changes), site observations punch list and back check. Four meetings are included.

Assumptions:

- Drawings will be produced using AutoCAD 2016.
- Drawings will be submitted as plotted reproducible.
- AutoCAD Background will be provided by the City.
- As built of the existing Digester 1 and 2 footings will be provided by the City.
- Existing gas system is sufficient for both boilers, Upgrade to gas service is not required.
- Existing makeup water system is sufficient for both boilers.
- Condensate drain will be connected to existing floor drains on site.

Exclusions:

- Building Architecture and structure plans.
- Plan submittal if required.
- Civil engineering plans.
- Upgrade the existing site and parking to make it compliant with CBC accessibility standards.

- Fire protection design.
- SCAQMD permit.
- Design or upgrade any utility system.
- Upgrade any gas system and low voltage control system.
- Design of fire sprinkler and protection system.
- Design work other than specified areas.
- Cost estimate and value engineering.
- Preparation of as built.
- Bid sets of print or reproducible for any purpose other than the submittal to the building department.

**ADDED SERVICE:**

Design Phase:

1. Provide a structure design for enforced concrete pad to support the boiler skid.
2. One meeting to review findings and recommendations.

**EXHIBIT "C-2"**  
**COMPENSATION**

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

- Mechanical Engineering \$64,500
- Plumbing Engineering \$10,500
- Electrical Engineering \$14,700
- Structure Engineering\$12,900
- Bidding Support \$1,800
- Construction Administration \$3,000
- Structure pad Engineering \$12,600

Total \$120,000