

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH DENNIS PHINNEY ENGINEERING  
(WATER AND WATER RECLAMATION ENGINEERING SERVICES – ON-CALL  
PROFESSIONAL ENGINEERING SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **20th** day of **June, 2018** (“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 **Dennis Phinney Engineering**, a sole proprietorship with its principal place of business at **24 Firebird, Irvine, California 92604** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Water and Water Reclamation Engineering** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **On-call Professional Engineering Services Project, RFP 18-040CA** (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

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

### 3. TERMS.

#### 3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **June 20, 2018** to **June 30, 2021** ("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: **Dennis Phinney, P.E.**

3.2.5 City's Representative. The City hereby designates **Tom Moody, General Manager**, or his 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 **Dennis Phinney, P.E.**, or his 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 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 **Two Hundred Fifty Thousand Dollars per fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021 (\$250,000)** ("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.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant

shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 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:**

Dennis Phinney Engineering  
24 Firebird  
Irvine, CA 92604  
Attn: Dennis Phinney, P.E.

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody, General Manager  
Department of Water and Power

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

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

insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

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

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

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

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH DENNIS PHINNEY ENGINEERING**  
**(WATER AND WATER RECLAMATION ENGINEERING SERVICES – ON-CALL**  
**PROFESSIONAL ENGINEERING SERVICES)**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By: \_\_\_\_\_  
Nelson D. Nelson, P.E.  
Public Works Director

Reviewed By: \_\_\_\_\_  
Vernon R. Weisman, P.E.  
District Engineer

Reviewed By: \_\_\_\_\_  
Cita Longsworth  
Purchasing Manager

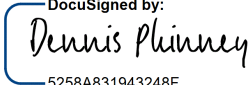
Attest: \_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California



**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH DENNIS PHINNEY ENGINEERING**  
**(WATER AND WATER RECLAMATION ENGINEERING SERVICES – ON-CALL**  
**PROFESSIONAL ENGINEERING SERVICES)**

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

**DENNIS PHINNEY ENGINEERING**  
a Sole Proprietorship

By:  \_\_\_\_\_  
Signature

Dennis Phinney  
\_\_\_\_\_  
Name

Principal  
\_\_\_\_\_  
Title

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

On an as-needed basis, Consultant shall provide professional engineering services to perform various tasks, including but not limited to:

- create, maintain, and support a standard technical specifications library;
- create and edit technical specifications for specific projects;
- create, maintain, and support a construction cost estimating tool sufficiently accurate for use in preparing budgeting and construction cost estimates at project bidding and prepare construction cost estimates for specific projects;
- prepare scopes of work for Requests for Proposals to solicit professional engineering services;
- provide peer review, constructability review, and design review of studies, preliminary designs, final designs, and construction drawings;
- provide structural and mechanical designs and calculations, and
- provide project management and professional engineering support for a variety of water and water reclamation projects.

The City will identify specific projects and tasks to be performed by Consultant throughout the term of the Agreement. Upon award of specific work by release purchase order, Consultant shall complete the work within the schedule provided by the City. Such time requirement will vary greatly depending on the size and complexity of the project or task. Consultant agrees to abide by any proposal or work deadlines required by the City, and Consultant agrees that failure to meet such deadlines, or failure to respond to project solicitations may result in termination of Consultant's Agreement.

Services typically needed by the City include, but are not limited to, the following list:

#### **A. Standard Specifications in Construction Specification Institute (CSI) Format**

The City desires to develop and maintain a library of standard technical specifications in Construction Specification Institute (CSI) format providing the following benefits:

1. Provide consistency in equipment, materials, and quality requirements from project to project for City staff, consultants, construction managers, inspectors, contractors, and vendors.
2. Document the City's equipment, materials, and procedural preferences in a common location to facilitate revisions when preferences or standards change.
3. Provide clear options and decision points for City staff and design consultants to identify project specific requirements.
4. Provide a central library of information enabling City staff to access current standards and engineering policies.

5. Provide a library of City-approved specifications to consultants to reduce consultants' time needed to prepare specifications tailored to City needs.
6. Provide products and workmanship requirements in a tabular format which simplifies and facilitates the effort to locate information and understand the specification requirements.
7. Reduce City staff time verifying consultant-issued specifications have been tailored to City needs.
8. Minimize City staff time locating edits to standard specifications by consultants.
9. Reduce contractor bidding errors through communicating City's project requirements in a logical, consistent and industry-adopted CSI-based format.
10. Provide City inspectors with clear specifications which are consistent from job to job and easier to enforce.
11. Facilitate City updates to specifications to accommodate changes to building code, products, laws, regulations, and practices.
12. Provide a library of specifications documenting experience from a variety of projects and consultants within and outside the City of Corona.

The City has substantially completed a library of CSI master specifications Divisions 1-46 using the 2010 six-digit numbering system and is now using these master specifications on a regular basis. The City wishes to develop additional specifications as needed and maintain and improve the existing master set as opportunities to do so become available. Technical Specifications will include a sufficient level of detail and information to clearly identify the following:

- General Items
  - A description of Work included in each specification section.
  - A list of specifications covering related Work.
  - Where applicable, a description of the overall system being specified, including an overview of any desired control strategies and setpoints.
  - Applicable quality assurance provisions.
  - A tabulation of factory testing required for compliance.
  - A listing of applicable Reference Specifications.
  - A tabulation of required submittal items.
  - A summary of delivery, storage, and handling requirements.
  - A description of how measurement and payment will occur.
- Products (or Materials)
  - Provision for an overview of general project-specific design exposures and conditions including properties and temperatures of fluids or materials handled, and applicable soils conditions.
  - A tabulation of acceptable manufacturers with contact information
  - A tabulation of desired materials and applicable specifications

- A tabulation of design options available with notes and guidance for use by project designers
- For pipe products, tabulations of pipe requirements, joint and gasket requirements, and fitting requirements as applicable.
- For electrically powered products, a tabulation (in one place) of motor and electrical requirements if applicable
- Execution (or Construction Methods)
  - A listing of preparation steps required prior to installing Work.
  - A description of steps required to construct or install Work.
  - A tabulation of field testing required to demonstrate satisfactory construction.

Technical specifications sections will be prepared, maintained, and updated as needed.

### **Task A.1 – Specification Library Maintenance**

The City has substantially completed the core technical specification library and will balance the efforts to maintain existing standards while developing new standards as project requirements dictate. The City, with assistance from the Consultant, will edit specifications in use to address changes in codes and regulations, new product offerings, and field experience. The Consultant will support maintenance of the City standard specifications by providing the following services.

- Meet or discuss on the telephone monthly the status of the specifications library. It is expected six face-to-face meetings and six telephone calls will occur annually.
- Provide on-call telephone or email assistance in answering technical questions.
- Where directed, research construction topics, and furnish edited templates to reflect any new findings.
- Where directed, develop templates for topics not covered in current existing library.

Provide monthly email updates on revisions deemed “critical”.

The existing City Technical Specifications library to be maintained and updated includes the following specifications sections:

### **DIVISION 0 PROCUREMENT AND CONTRACTING REQUIREMENTS**

1. Section 00 89 00: Permits

### **DIVISION 1 GENERAL REQUIREMENTS**

2. Section 01 00 01: Reports, Standard Drawings, Standard Specifications, and Approved Materials List and funding Agreements
3. Section 01 01 00: Summary of Work and Sequence of Construction
4. Section 01 01 04 Maintenance of Plant Operation
5. Section 01 11 00: Green Building Code Compliance
6. Section 01 22 00: Unit Prices
7. Section 01 29 73: Schedule of Values
8. Section 01 31 19: Project Meetings
9. Section 01 32 00: Construction Progress Documentation

10. Section 01 32 23: Construction Survey Staking
11. Section 01 32 33: Construction Photographic and Video Documentation
12. Section 01 33 00: Submittal Procedures
13. Section 01 35 13: Special Project Procedures
14. Section 01 35 26: Governmental Safety Requirements
15. Section 01 35 43: Environmental Procedures
16. Section 01 35 44: Environmental Procedures for Hazardous Materials
17. Section 01 40 00: Quality Requirements
18. Section 01 42 13: Abbreviations and Acronyms
19. Section 01 50 00: Temporary Facilities and Controls
20. Section 01 52 13: Field Offices
21. Section 01 55 26: Traffic Control and Restriping
22. Section 01 57 23: Temporary Storm Water Pollution Control
23. Section 01 61 00: Common Product Requirements
24. Section 01 63 00: Product Substitution Procedures
25. Section 01 64 00: Installation of City-Furnished Products
26. Section 01 65 00: Product Delivery Requirements
27. Section 01 66 00: Product Storage and Handling Requirements
28. Section 01 71 13: Mobilization and Demobilization
29. Section 01 73 00: Execution
30. Section 01 73 24: Seismic Restraint
31. Section 01 73 33: Mechanical Identification
32. Section 01 74 00: Cleaning and Waste Management
33. Section 01 75 00: Equipment Commissioning and Facility Startup
34. Section 01 77 00: Closeout Procedures
35. Section 01 78 23: Operation and Maintenance Data
36. Section 01 78 36: Product Warranties
37. Section 01 78 39: Project Record Documents
38. Section 01 79 00: Demonstration and Training

## **DIVISION 2 EXISTING CONDITIONS**

39. Section 02 41 13: Selective Site Demolition
40. Section 02 41 14: Paving Removal and Resurfacing
41. Section 02 41 15: Utility Line Removal or Abandonment
42. Section 02 41 16: Structure Demolition

## **DIVISION 3 CONCRETE**

43. Section 03 01 30: Cleaning and Resurfacing of Cast-in-Place Concrete
44. Section 03 01 31: Waterproofing Existing Subsurface Concrete Interiors
45. Section 03 08 50: Leakage Testing of Hydraulic Structures
46. Section 03 10 00: Concrete Forming
47. Section 03 15 00: Concrete Accessories
48. Section 03 18 00: Detectable Warning Surfaces
49. Section 03 20 00: Concrete Reinforcing
50. Section 03 23 00: Stressed Tendon Reinforcing
51. Section 03 24 00: Fibrous Reinforcing
52. Section 03 25 17: Externally-Bonded Fiber-Reinforced-Polymer (FRP) Strengthening System

- 53. Section 03 25 50: Tank Wall Base and Top Joint
- 54. Section 03 30 00: Cast-in-Place Concrete
- 55. Section 03 32 10: Cement Mortar
- 56. Section 03 32 20: Controlled Low-Strength Material (CLSM)
- 57. Section 03 35 00: Concrete Finishing
- 58. Section 03 39 00: Concrete Curing
- 59. Section 03 41 00: Precast Concrete Structural Slabs and Panels
- 60. Section 03 60 00: Grouting
- 61. Section 03 64 23: Epoxy Injection Grouting

#### **DIVISION 4 MASONRY**

- 62. Section 04 05 00: Masonry Mortaring and Grouting
- 63. Section 04 23 00: Glass Unit Masonry
- 64. Section 04 29 00: Engineered Unit Masonry

#### **DIVISION 5 METALS**

- 65. Section 05 12 00: Structural Steel Framing
- 66. Section 05 50 00: Metal Fabrications
- 67. Section 05 51 00: Platforms, Stairs and Ladders
- 68. Section 05 52 00: Railings
- 69. Section 05 53 00: Gratings and Floor Plates
- 70. Section 05 56 03: Gray Iron and Ductile Iron Castings

#### **DIVISION 6 WOOD PLASTICS AND COMPOSITES**

- 71. Section 06 10 00: Rough Carpentry

#### **DIVISION 7 THERMAL AND MOISTURE PROTECTION**

- 72. Section 07 13 00: Sheet Waterproofing
- 73. Section 07 22 16: Roof Board Insulation
- 74. Section 07 24 23: Direct-Applied Finish Systems
- 75. Section 07 51 00: Built-Up Bituminous Roofing
- 76. Section 07 62 00: Sheet Metal Flashing and Trim
- 77. Section 07 71 23: Manufactured Gutters and Downspouts
- 78. Section 07 72 33: Roof and Floor Hatches
- 79. Section 07 92 00: Joint Sealants
- 80. Section 07 95 73: Tank Expansion and Contraction Joints

#### **DIVISION 8 OPENINGS**

- 81. Section 08 11 00: Metal Doors and Frames
- 82. Section 08 11 19: Stainless Steel Doors and Frames
- 83. Section 08 63 14: Tubular Skylights
- 84. Section 08 71 00: Door Hardware
- 85. Section 08 81 00: Glass Glazing
- 86. Section 08 84 00: Plastic Glazing
- 87. Section 08 91 19: Fixed Louvers

#### **DIVISION 9 FINISHES**

- 88. Section 09 24 23: Portland Cement Veneer Plaster Cement Stucco
- 89. Section 09 90 00: Painting and Coating
- 90. Section 09 96 56: Epoxy Linings and Coatings

#### **DIVISION 10 SPECIALTIES**

- 91. Section 10 14 00: Signage

92. Section 10 44 16: Fire Extinguishers

**DIVISION 22 PLUMBING**

93. Section 22 10 00: Plumbing Piping

94. Section 22 42 40: Cleanouts, Floor Drains, Roof Drains, and Traps

**DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING**

95. Section 23 34 00: HVAC Fans

96. Section 23 37 23: HVAC Gravity Ventilators

**DIVISION 26 ELECTRICAL**

97. Section 26 05 10: Common Work Results for Electrical

98. Section 26 05 19: Low-Voltage Electrical Power Conductors and Cables

99. Section 26 05 26: Grounding and Bonding for Electrical Systems

100. Section 26 05 33: Raceway and Boxes for Electrical Systems

101. Section 26 05 43: Offsite Underground Electrical Work

102. Section 26 05 47: Cabinets and Enclosures

103. Section 26 08 00: Commissioning of Electrical Systems

104. Section 26 22 00: Low-Voltage Transformers

105. Section 26 24 13: Switchboards

106. Section 26 24 16: Panelboards

107. Section 26 24 19: Low-Voltage Motor Control Centers

108. Section 26 27 26: Wiring Devices

109. Section 26 29 13: Combination Soft-Start Controllers

110. Section 26 29 24: Combination Soft-Start-Variable Frequency Motor Controllers

111. Section 26 35 00: Surge Protection Devices

112. Section 26 36 23: Automatic Transfer Equipment

113. Section 26 42 00: Cathodic Protection

114. Section 26 50 00: Interior Lighting

115. Section 26 52 00: Exterior Lighting

**DIVISION 27 COMMUNICATIONS**

116. Section 27 13 23: Outdoor Fiber Optic Cable Systems

**DIVISION 28 ELECTRONIC SAFETY AND SECURITY**

117. Section 28 16 00: Intrusion Detection

118. Section 28 46 11: Smoke Detection Sensors

**DIVISION 31 EARTHWORK**

119. Section 31 05 16: Aggregate and Rock Products for Earthwork

120. Section 31 05 19: Geotextiles for Earthwork

121. Section 31 05 23: Cement and Concrete for Earthwork

122. Section 31 05 50: Protecting Existing Utilities

123. Section 31 10 00: Site Clearing

124. Section 31 23 00: Excavation and Fill

125. Section 31 23 19: Dewatering

126. Section 31 23 33: Trenching and Backfilling

127. Section 31 37 00: Riprap

128. Section 31 62 13: Concrete Piles

129. Section 31 62 16: Steel Piles

130. Section 31 62 23: Composite Piles

131. Section 31 63 00: Bored Piles

**DIVISION 32 EXTERIOR IMPROVEMENTS**

- 132. Section 32 12 16: Asphalt Paving
- 133. Section 32 13 13: Concrete Paving
- 134. Section 32 13 73: Concrete Paving Joint Sealants
- 135. Section 32 31 11: Gate Operators
- 136. Section 32 31 13: Chain Link Fences and Gates
- 137. Section 32 31 20: Ornamental Steel Fences and Gates
- 138. Section 32 80 00: Irrigation Systems
- 139. Section 32 90 00: Landscaping

**DIVISION 33 01 INSPECTION, BYPASSING AND TRENCHLESS UTILITY WORK**

- 140. Section 33 01 30: Sewage Bypassing

**DIVISION 33 05 COMMON WORK RESULTS FOR UTILITIES**

- 141. Section 33 05 16: Precast Concrete Utility Structures
- 142. Section 33 05 26: Utility Identification
- 143. Section 33 05 31: Pipeline Joint Materials
- 144. Section 33 05 32: Flange Insulating Kits and Threaded Insulated Bushings
- 145. Section 33 05 33: Couplings, Tie Rods, Flange Connectors and Unions
- 146. Section 33 05 34: Grooved and Shouldered (Victaulic-Style) Couplings
- 147. Section 33 05 35: Expansion Joints
- 148. Section 33 05 36: Bellows-Type Expansion Joints
- 149. Section 33 05 37: Wall Pipes, Seep Rings, and Penetrations
- 150. Section 33 05 38: Hangers and Supports
- 151. Section 33 05 39: Manual Valve Operators

**DIVISION 33 08 COMMISSIONING OF UTILITIES**

- 152. Section 33 08 11: Pressure Testing and Flushing of Water Utilities
- 153. Section 33 08 31: Leakage and Infiltration Testing of Gravity Sewer Pipelines

**DIVISION 33 11 WATER UTILITY PIPING**

- 154. Section 33 11 11: Ductile Iron Pipe
- 155. Section 33 11 13: Carbon Steel Mill Pipe
- 156. Section 33 11 15: Stainless Steel Pipe
- 157. Section 33 11 21: Brass and Copper Pipe
- 158. Section 33 11 22: Water Service and Meter Box Materials
- 159. Section 33 11 33: PVC and CPVC Schedule 40, 80, and 120 Plastic Pipe
- 160. Section 33 11 34: PVC Irrigation Pipe (SDR Series) 4-inch and Larger
- 161. Section 33 11 39: FRP, PP, PVDF, and Other Plastic Pipe

**DIVISION 33 12 WATER UTILITY DISTRIBUTION VALVES AND EQUIPMENT**

- 162. Section 33 12 09: Backflow Prevention Devices
- 163. Section 33 12 12: Resilient-Wedge Gate Valves
- 164. Section 33 12 14: Butterfly Valves
- 165. Section 33 12 17: Ball Valves
- 166. Section 33 12 18: Check Valves
- 167. Section 33 12 20: Wet-Barrel Fire Hydrants
- 168. Section 33 12 22: Bronze Valves 3-inches and Smaller
- 169. Section 33 12 23: Stainless Steel Valves 3-inches and Smaller
- 170. Section 33 12 24: Plastic Valves
- 171. Section 33 12 26: Air and Vacuum Valves for Water Service – Rolling Seal Design



- 172. Section 33 12 34: Magnetic Flow Meters
- 173. Section 33 12 41: Pilot-Operated Control Valves
- 174. Section 33 12 44: Air-Operated Actuators
- 175. Section 33 12 46: Electric Motor Actuators
- 176. Section 33 12 48: Seismic Valve Controllers
- 177. Section 33 12 51: Vertical Turbine Lineshaft Pumps
- 178. Section 33 12 73: Flap Gates, Flap Valves and Rubber-Sleeve Check Valves

**DIVISION 33 13 DISINFECTION OF WATER UTILITY DISTRIBUTION**

- 179. Section 33 13 00: Disinfecting of Water Utility Distribution

**DIVISION 33 16 WATER UTILITY STORAGE TANKS**

- 180. Section 33 16 16: Prestressed Concrete Tanks
- 181. Section 33 16 19: Tank Circulation Equipment

**DIVISION 33 20 WELLS**

- 182. Section 33 21 04: Geophysical Logging of Pilot Hole
- 183. Section 33 21 05: Caliper Survey of Reamed Borehole
- 184. Section 33 21 06: Temporary Pump for Well Development and Testing
- 185. Section 33 21 07: Well Testing
- 186. Section 33 21 08: Spinner Flowmeter Logging
- 187. Section 33 21 09: Video Camera Survey
- 188. Section 33 21 10: Plumbness and Alignment
- 189. Section 33 21 11: Well Disinfection
- 190. Section 33 21 12: Drilling Fluids, Cuttings, and Pumped Water Disposal
- 191. Section 33 21 13: Aquifer Isolation Tests
- 192. Section 33 21 32: Conductor Casing and Sanitary Seal
- 193. Section 33 21 34: Pilot Hole Drilling
- 194. Section 33 21 36: Pilot Hole Plugging
- 195. Section 33 21 38: Pilot Hole Reaming
- 196. Section 33 21 40: Well Construction
- 197. Section 33 21 42: Artificial Filter Pack
- 198. Section 33 21 44: Sanitary Seal
- 199. Section 33 21 46: Temporary Well Cover and Final Well Cap
- 200. Section 33 21 48: Well Abandonment
- 201. Section 33 21 52: Well Development by Surge Block and Air Lift
- 202. Section 33 21 54: Well Development by Pumping

**DIVISION 33 30 SANITARY SEWERAGE UTILITIES**

- 203. Section 33 30 31: Polyvinyl-Chloride Gravity Sewer Pipe
- 204. Section 33 39 13: Manholes and Structures

**DIVISION 33 40 STORM DRAINAGE UTILITIES**

- 205. Section 33 41 13: Reinforced Concrete Pipe
- 206. Section 33 41 16: Trench Drain, Slotted Drain, and Utility Trenches
- 207. Section 33 44 21: Storm Drain Inlet Inserts
- 208. Section 33 46 13: Foundation Drainage Piping
- 209. Section 33 46 26: Geotextile Subsurface Drainage Filtration
- 210. Section 33 49 25: Stormwater Retention and Pollution Prevention

**DIVISION 40 90 INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS**

- 211. Section 40 90 10: Common Work Results for Instrumentation and Control

- 212. Section 40 91 19: Pressure Instruments
- 213. Section 40 91 25: Flow Sensors and Switches
- 214. Section 40 91 26: Level Instruments

#### **DIVISION 41 MATERIAL PROCESSING AND HANDLING EQUIPMENT**

- 215. Section 41 22 13: Bridge Cranes

#### **DIVISION 43 PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT**

- 216. Section 43 41 43: Polyethylene Tanks

#### **Task A.2 – Specification Library Development**

The City will continue to add new technical specifications sections to its core technical specification library. Professional services to be provided by Consultant to prepare new technical specifications sections include:

- Prepare City-standard specifications using:
  - Consultant provided specifications templates;
  - specifications used by the City on previous projects;
  - current design standards;
  - current standard plans;
  - equipment and materials catalog cut sheets; and
  - equipment and materials submittals from previous projects.
- Format each section in similar sequence and manner to ensure the organization of each section is consistent and easy to use.
- Consultant will meet with the City to review progress, answer questions, and assist them in preparing Corona-specific Master Specifications Sections 2 through 46. Frequency of meetings is expected to be monthly.
- Provide on-call telephone or email assistance in answering technical questions as they arise.
- Where directed, research construction topics, and furnish edited templates to reflect any new findings.
- Where directed, develop templates for topics not covered in originally furnished library.
- Review draft sections to identify potential
  - conflicts with other City-issued documents;
  - conflicts with other vetted sections;
  - conflicts with “good practice;”
  - inconsistencies in nomenclature;
  - unclear language;
  - unenforceable language; and

- clarity, misspelling, grammatical errors, and other areas where potential misunderstanding may arise.
- Identify potential conflicts noted in above task with a list of recommended action items for internal resolution by City
- Return specification to City containing recommended edits

Future City Technical Specifications sections proposed for development by Consultant and City staff in a collaborative effort include the following specifications subjects. Future technical specifications sections may be deleted or added at the City's discretion.

#### **DIVISION 5 METALS**

1. Section 05 14 00: Structural Aluminum Framing
2. Section 05 31 23: Steel Roof Decking
3. Section 05 40 00: Cold-Formed Metal Framing

#### **DIVISION 7 THERMAL AND MOISTURE PROTECTION**

4. Section 07 13 54: Thermoplastic Sheet Waterproofing
5. Section 07 16 16: Crystalline Waterproofing
6. Section 07 32 16: Concrete Roof Tiles

#### **DIVISION 8 OPENINGS**

7. Section 08 33 23: Overhead Coiling Doors
8. Section 08 91 16: Operable Wall Louvers

#### **DIVISION 9 FINISHES**

9. Section 09 24 26: Cement Stucco
10. Section 09 29 00: Gypsum Board
11. Section 09 30 13: Ceramic Tiling
12. Section 09 69 00: Access Flooring
13. Section 09 80 00: Acoustic Treatment
14. Section 09 97 14: Coating System for Steel Water Tanks and Vessels

#### **DIVISION 10 SPECIALTIES**

15. Section 10 14 19: Dimensional Letter Signage

#### **DIVISION 22 PLUMBING**

16. Section 22 14 29: Sump Pumps
17. Section 22 15 13: Compressed Air Piping
18. Section 22 15 19: General Service Packaged Compressors and Receivers
19. Section 22 31 00: Water Softening Equipment
20. Section 22 40 00: Plumbing Fixtures
21. Section 22 45 00: Emergency Plumbing Fixtures

#### **DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING**

22. Section 23 05 95: Testing, Adjusting and Balancing
23. Section 23 31 00: HVAC Ducts and Casings
24. Section 23 33 00: Air Duct Accessories
25. Section 23 34 17: Fiberglass and Plastic HVAC Fans
26. Section 23 36 00: Air Outlets and Inlets

#### **DIVISION 26 ELECTRICAL**

27. Section 26 24 17: Sump Termination Panel
28. Section 26 32 13: Engine Generators

29. Section 26 53 33: Static Uninterruptable Power Supply

**DIVISION 27 COMMUNICATIONS**

30. Section 27 15 00: Antennas

**DIVISION 31 EARTHWORK**

31. Section 31 05 21: Geogrids for Earthwork

32. Section 31 60 00: Special Foundations and Load Bearing Elements

**DIVISION 32 EXTERIOR IMPROVEMENTS**

33. Section 32 35 16: Sound Barriers

34. Section 32 92 29: Erosion and Sediment Control Plantings

**DIVISION 33 UTILITIES**

**DIVISION 33 01 INSPECTION, BYPASSING AND TRENCHLESS UTILITY WORK**

35. Section 33 01 31: TV Inspection of Sewer Pipelines

36. Section 33 01 36: Cured-in-Place Pipe (CIPP) Liner for Sewer Pipes

37. Section 33 01 38: Manhole and Wet Well Rehabilitation

38. Section 33 01 41: TV Inspection and Cleaning of Water Pipelines

39. Section 33 01 42: Pipeline Dewatering, Ventilation, and Support Services

40. Section 33 01 46: Cured-in-Place Pipe (CIPP) Liner for Water Pipes

**DIVISION 33 05 COMMON WORK RESULTS FOR UTILITIES**

41. Section 33 05 22: Pipe Bursting and Replacement

42. Section 33 05 24: Utility Pipe Jacking

43. Section 33 05 25: Tunnel Grouting

**DIVISION 33 11 WATER UTILITY PIPING**

44. Section 33 11 12: Cement-Mortar Lined and Coated Steel Pipe

45. Section 33 11 31: PVC Pressure Pipe C900

46. Section 33 11 35: High-Density Polyethylene (HDPE) Butt-Fusion Solid Wall Pipe and Liner

47. Section 33 11 36: Polyethylene Plumbing, Process, and Irrigation Pipe

**DIVISION 33 12 WATER UTILITY DISTRIBUTION VALVES AND EQUIPMENT**

48. Section 33 12 10: Line-Stop Valves, Insertion Valves, and Pipe Freezing

49. Section 33 12 16: Plug Valves

50. Section 33 12 21: Blow-Off Assemblies and Plugs

51. Section 33 12 25: Air and Vacuum Valves for Wastewater Service

52. Section 33 12 30: Strainers

53. Section 33 12 31: Water Services and Flowmeter Assemblies

54. Section 33 12 43: Energy Dissipating Valves

55. Section 33 12 45: Electric-Motor-Actuated Pump Control Check Valves

56. Section 33 12 46: Electric Motor Actuators

57. Section 33 12 53: Vertical Turbine Pump Reconditioning

58. Section 33 12 55: Axial and Mixed-Flow Pumps

59. Section 33 12 61: End-Suction Centrifugal Pumps

60. Section 33 12 62: Horizontal Centrifugal Split-Case Pumps

61. Section 33 12 71: Slide Gates

62. Section 33 12 72: Shear Gates and Hydraulic Gates

63. Section 33 12 76: Mud Valves

**DIVISION 33 30 SANITARY SEWERAGE UTILITIES**

64. Section 33 30 11: Ferrous Drainage and Soil Pipe

- 65. Section 33 30 21: Vitrified Clay Pipe
- 66. Section 33 30 32: ABS Solid-Wall Pipe
- 67. Section 33 32 21: Vertical Turbine Solids Handling Pumps
- 68. Section 33 32 23: Centrifugal Wastewater Chopper Pumps
- 69. Section 33 39 33: Grease Interceptors

**DIVISION 33 40 STORM DRAINAGE UTILITIES**

- 70. Section 33 41 14: Corrugated Polyethylene Drainage Pipe

**DIVISION 40 PROCESS INTEGRATION**

- 71. Section 40 23 37: Sodium Chloride (Brine) Piping, Valves, and Appurtenances
- 72. Section 40 23 38: Sodium Hypochlorite Piping, Valves, and Appurtenances
- 73. Section 40 23 41: Ammonia Piping, Valves, and Appurtenances

**DIVISION 40 90 INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS**

- 74. Section 40 90 20: Control System Descriptions
- 75. Section 40 91 14: Water Quality Instruments
- 76. Section 40 91 20: Temperature Instruments
- 77. Section 40 91 23: Variable Area Flow Meters (Rotameters)
- 78. Section 40 91 24: Open Channel Flow Meters
- 79. Section 40 95 13: Process Control Panels and Hardware
- 80. Section 40 95 43: Process Control Hardware Interfaces

**DIVISION 41 MATERIAL PROCESSING AND HANDLING EQUIPMENT**

- 81. Section 41 22 33: Trolley Hoists

**DIVISION 43 PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT**

- 82. Section 43 40 00: Fuel Oil Piping
- 83. Section 43 41 45: Fiberglass Reinforced Plastic Tanks
- 84. Section 43 42 22: Hydropneumatic Surge Tank

**DIVISION 44 POLLUTION AND WASTE CONTROL EQUIPMENT**

- 85. Section 44 31 00: Odor Treatment Equipment

**DIVISION 46 WATER AND WASTEWATER EQUIPMENT**

- 86. Section 46 07 00: Packaged Water and Wastewater Treatment Equipment
- 87. Section 46 21 00: Screening Equipment
- 88. Section 46 33 00: Liquid Chemical Feed Equipment
- 89. Section 46 33 11: Aqueous Ammonia Feed System
- 90. Section 46 33 12: Sodium Hypochlorite Feed System
- 91. Section 46 33 42: Diaphragm-Type Metering Pumps
- 92. Section 46 33 44: Peristaltic Metering Pumps
- 93. Section 46 33 84: Liquid Chemical Storage and Mixing Tanks
- 94. Section 46 41 00: Mixing Equipment
- 95. Section 46 41 17: Inline Static Mixers and Injection Equipment

**Task A.3 – Create and Edit Sets of Specification for Projects**

Support the City's efforts in preparing sets of technical specifications for use with specific projects. Professional services to be provided by Consultant to prepare project specific technical specifications include:

- Identify lists of technical specifications required for projects
- Edit technical specifications content to address project specific requirements

#### **B. Construction Cost Estimating**

The City uses a MS Excel spreadsheet to calculate construction cost estimates for budgeting and bidding purposes. The cost estimating spreadsheet incorporates linear regression analysis to adjust unit prices for various materials sizes and ENR cost indices to account for construction industry cost inflation.

Consultant shall:

- update cost data in cost estimating spreadsheet using recent bid results, materials prices, and schedule of values provided by the City;
- update the ENR construction cost indices not less than quarterly;
- modify the cost estimating tool to add new cost items as identified by the City and/or consultant, and;
- prepare project specific construction cost estimates, updating as necessary during the planning, preliminary engineering, and final design engineering phases of a project.

#### **C. Prepare Requests for Proposals for Professional Engineering Services**

Consultant shall prepare scope of work for the City to solicit professional engineering services for a variety of projects. Scope of work for each project shall be comprehensive and identify the responsibilities of the design consultant.

#### **D. Constructability/Peer Review, and Design Review**

Provide peer review, constructability review, and design review of studies, preliminary designs, and final designs for a variety of water and water reclamation projects.

Consultant shall:

- Analyze means, methods, equipment suitability, access, and constructability of projects during planning and design;
- Review studies and preliminary designs;
- Review plan and specifications submittals for adherence to City standards and City quality assurance/quality control checklists;
- Review plan and specifications submittals for adherence to applicable industry codes and standards including
  - American Water Works Association (AWWA);
  - Hydraulics Institute;

- City of Corona Department of Water and Power Standards;
- Construction Specifications Institute (CSI); and
- Current building codes applicable to the type of work being performed.

**E. Provide Structural and Mechanical Designs and Calculations**

Consultant shall prepare and provide structural and mechanical designs and calculations as needed to support water and water reclamation projects.

Consultant shall:

- Conduct site and field investigations to verify locations of existing and proposed facilities;
- Meet with City staff to determine design requirements;
- Prepare structural designs and calculations, including seismic restraints meeting current building codes;
- Prepare mechanical designs and calculations;
- Prepare and submit details and designs in AutoCAD Version 2017 and PDF files;
- Provide construction phase services including materials and equipment submittal review; and
- Provide record drawings in AutoCAD Version 2017 and PDF files.

**F. Project Management**

Project Management is the overall planning, coordination and control of a project from inception to completion in order to produce a functionally and financially viable project that will be completed on time within authorized cost and to the required quality standards. The role of a Project Manager includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to established deadlines and within budget. The Project Manager will also define the project's objectives and oversee quality control throughout the project life cycle. The Project Manager will act as an extension of the City's staff and be available to perform project management duties from the Public Works office at City Hall. City shall provide work space with desk, telephone, computer and basic stationary items. Consultant's Fee/Rate structure shall include the cost of providing standard training courses sufficient to perform the essential duties of the position. City can provide such training at no cost to the Consultant but does not pay the employee to attend such training.

Project Management - Capital Improvement Project Tasks: Consultant shall provide experienced personnel, equipment and facilities to perform any combination of the following tasks in partnership with City staff.

1. Successfully manage multiple projects. Must be able to shift focus between various projects and ensure all are progressing satisfactorily.
2. Define project scope, goals and deliverables that support the City's goals in collaboration with senior management and stakeholders.
3. Determine and assess need for staff and/or consultants and secure appropriate proposals and contracts.
4. Effectively communicate project expectations to team members and stakeholders.
5. Use project management checklists to identify project requirements and track completion of milestones.
6. Prepare and update project schedules from design thru construction.
7. Track and monitor project milestones and deliverables.
8. Manage project budget and minimize exposure to excessive risk in a project.
9. Identify permitting and environmental requirements.
10. Identify the elements of project design and construction likely to give rise to disputes, then proactively resolve and create contingency plans.
11. Conduct progress meetings.
12. Coordinate with agencies and utilities.
13. Participate in the preparation of cost estimates and construction specifications.
14. Assure quality control.
15. Devise the project work plans and revisions as required.
16. Participate in bidding phase.
17. Periodic inspection of project site, assist and provide technical guidance to inspectors in studying field problems and incorporating design revisions as necessary.
18. Maintain and control project documents.
19. Prepare and present project reports on regular basis.
20. Draft Council reports.
21. Coach, mentor, and direct team members and contractors, by influencing them to take positive action and accountability for their assigned work
22. Provide proper documentation to close projects in a timely manner.
23. Other project management duties as necessary to support City projects.



**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional Water and Water Reclamation Engineering services on an as needed basis within the Term of this Agreement pursuant to RFP 18-040CA On-Call Professional Engineering Services and within reasonable time frames established by City’s Representative.

**EXHIBIT "C"**  
**COMPENSATION**

Principal in Charge, QA/QC Manager	\$150/hr
Senior Project Manager/Project Manager	\$150/hr
Senior Project Engineer/Project Engineer/Professional Engineer	\$150/hr
Civil Engineering Designer/CAD Designer/Technician	\$150/hr
Administrative Assistant, Project Administration	N/A

Reimbursable charges and rates:

Mileage (first 100 miles on any day)	included in billing rate
Mileage (miles in excess of 100 miles on any day)	Standard IRS rate
Prints, plots, messenger service and other direct expenses	Actual cost +10%
Outside consultant services markup	Actual cost +10%