

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **15th** day of **July, 2020** (“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 **Dudek**, a California corporation with its principal place of business at **605 Third Street, Encinitas, California 92024** (“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 **Construction Management and Inspection 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 **Mangular Blending Facility, RFP 20-053CA project** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **August 1, 2020 to March 31, 2022** (“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: **George Litzinger, PE, Marius Jaskula, PE/CCM and Jeff Schippers.**

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 designee.

3. 2. 6 Consultant's Representative. Consultant hereby designates **George Litzinger, PE**, 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. **\$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 claim or occurrence, \$2,000,000 aggregate.** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

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 and Products and Completed Operations hazards (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 **Six Hundred Sixty-three Thousand Two Hundred Seventeen Dollars (\$663,217.00)** ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which

amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense

any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3. 5. 2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3. 5. 3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3. 5. 4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent,

copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3. 5. 5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any 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:

Dudek
605 Third Street
Encinitas, CA 92024
Attn: George Litzinger, PE

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, General Manager
Department of Water & 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 attorney's 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 DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)

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:

Tom Koper, PE
Acting Public Works Director

Reviewed By:

Vernon R. Weisman, PE
District Engineer

Reviewed By:

Scott Briggs
Purchasing Specialist V

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH DUDEK
(CONSTRUCTION MANAGEMENT & INSPECTION SERVICES – MANGULAR
BLENDING FACILITY)

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

DUDEK
a California corporation

By: _____
Signature

Name

Title (President, VP or CEO)

By: _____
Signature

Name

Title (Secretary, Treasurer or CFO)

EXHIBIT "A"

SCOPE OF SERVICES

Consultant, acting as an agent of City, shall provide construction management, inspection, administrative, geotechnical and materials testing, public outreach and related services as required to manage the construction contract and monitor and coordinate activities of the Contractor to complete the Project in accordance with City 's objectives for cost, time, and quality. Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of the City. Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely. In addition to the requirements specified elsewhere in this contract, the following also shall apply:

1. Consultant shall conform to the safety provisions of OSHA's Construction and Safety Manuals.
2. Consultant 's personnel shall wear safety hard hats, safety vests, safety glasses, steel-toed shoes, or other approved attire at all times while working in the field.
3. Consultant shall provide appropriate safety training for all Consultant's personnel required to work on and near the Project site.
4. All safety equipment and personnel protective devices and gear shall be provided by the Consultant.

A. SCHEDULE OF PERFORMANCE

Consultant shall provide a combination of Construction Manager, Field Inspector, Geotechnical and Materials Testing Technician/Inspector, Public Outreach professional, and Administrative Aide with significant experience in administering construction contracts, maintaining records, tracking schedules, and inspecting projects similar in magnitude and scope.

It is anticipated the Construction Manager/Inspector and administrative support will be required part-time after the pre-construction meeting transitioning to full time for the Construction Manager/Inspector after the contractor is given the Notice to Proceed and mobilizes for construction. Other personnel will be added when their services are required and as indicated by the Consultant's accepted current staffing plan. Personnel assigned to the contract on a full-time basis shall remain assigned to the contract for the duration of the contract. Construction management/inspection and administrative support will transition to part-time at the conclusion of construction and will include project documentation and close-out support.

B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR CONSTRUCTION MANAGEMENT, INSPECTION, SOILS AND MATERIALS TESTING, AND PUBLIC OUTREACH SERVICES.

Under the direction of the City Project Manager, the Consultant shall perform construction management, inspection, soils and materials testing, and public outreach services, as well as office engineering and field calculations to support the construction of the Project.

1. Construction Management

The Construction Manager is required to supervise the activities of the construction management team, monitor the Contractor's progress, and report to the City Project Manager.

In addition, the Construction Manager, may perform field inspection tasks listed below that fall within his area of expertise.

In general, the Construction Manager shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. Construction Manager shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Construction Manager shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Construction Manager shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the City's Project Manager, the Construction Manager will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous construction management of the work of the Contractor at the site when being performed. Monitor the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Provide field inspection or assist any Field Inspector(s) in performance of inspection tasks, as necessary, to ensure all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Prepare monthly progress reports.
- e. Schedule and attend construction progress meetings. Prepare agendas and meeting minutes for construction progress meetings.
- f. Identify actual and potential problems associated with the Project and recommend sound engineering solutions to the City.

- g. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and Project personnel.
- h. Prepare calculations, records, reports, and correspondence related to Project activities and progress pay estimates.
- i. Verify the Contractor maintains the record drawings up-to-date during construction.
- j. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the City's Project Manager.
- k. Schedule, track, and document field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The City will employ and pay for the services of independent third-party testing laboratories and inspectors not included in the scope of work.
- l. Observe setup and implementation of traffic control measures and ensure compliance with engineered traffic control plans and the California MUTCD.
- m. Observe installation and testing of electrical, instrumentation and control systems within the limits of his/her knowledge and experience.
- n. Prepare quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- o. Prepare contract change orders on City-provided forms within 30 calendar days of completion of change order work. Prepare balancing change order to identify extra works costs and credits for deleted or reduced work within 30 calendar days of project completion.
- p. Prepare Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- q. Review Contractor's schedule update data and status reports.
- r. Report promptly to the City's Project Manager and notify the Contractor of safety violations observed during the inspection of Work.
- s. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- t. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- u. Fill out incident (accident) reports and deliver to the City's Project Manager within 72 hours of an incident or accident.
- v. Report by telephone or text to the City's Project Manager or Public Works management any incident on or near the project, or related to the project activities,

involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.

- w. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- x. Submit daily inspection reports by e-mail daily to the City's Project Manager and selected Public Works management personnel.
- y. Prepare checklists and schedule of critical startup and commissioning items.
- z. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- aa. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
- bb. Assist in the preparation of "As-Built" plans and other record documents.
- cc. Prepare a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- dd. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- ee. Perform other related duties as required.
- ff. Maintain continuous communication with the City's Project Manager and other field personnel and staff.

2. Field Inspection

The number of Consultant inspection personnel required for the Project is expected to vary based on the needs of the Project. One or more Field Inspectors may be required depending on their knowledge, skills, abilities, experience, certifications, the construction activities in progress, and the availability of the Construction Manager. In general, a Field Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project in their area of expertise. Field Inspector(s) shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Field Inspector(s) shall be certified in cases where special inspection is required and not otherwise provided by the City through third-party testing. Field Inspector(s) shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Field Inspector(s) shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the Construction Manager, Field

Inspector(s) will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous inspection of the Work of the Contractor at the site when being performed. Provide inspection of Work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Perform and assist in performing the daily duties of construction quality assurance inspection and engineering including: excavation, compaction, subgrade inspection, backfill, base, paving, structures inspection, electrical inspection, welding inspection, drainage system inspection, underground utility construction inspection, quantity calculations, checking grade and alignment, monitoring construction site cleanliness, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Attend construction progress meetings as required.
- e. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- f. Prepare calculations, records, reports, and correspondence related to project activities and progress pay estimates.
- g. Review the Contractor's as-built drawings on a weekly basis to verify they are being updated as construction progresses.
- h. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the Construction Manager.
- i. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The City will employ and pay for the services of independent third-party testing laboratories and inspectors not included in the scope of work. Consultant's inspectors shall observe and report on the performance of all tests and special inspections performed by independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements (federal, state and local) requirements.
- j. Observe setup and implementation of traffic control measures and ensure compliance with engineered traffic control plans and the California MUTCD.
- k. Observe installation and testing of electrical, instrumentation, and control systems.
- l. Special inspection as identified on the construction drawings and as required by building code.

- m. Assist the Construction Manager with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- n. Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- o. Assist in review of Contractor's schedule update data and status reports.
- p. Report promptly to the Construction Manager and notify the Contractor of safety violations observed during the inspection of Work.
- q. Report by telephone or text to the City's Project Manager or Public Works management any incident on or near the project, or related to the project activities, involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.
- r. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- s. Fill out incident (accident) reports within 72 hours of an incident or accident.
- t. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- u. Prepare checklists and schedule of critical startup and commissioning items.
- v. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- w. Assist in the preparation of "As-Built" plans and other record documents.
- x. Assist in the preparation of a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- y. Normal working hours are between 7:00 a.m. and 5:00 p.m. with a lunch break, subject to minor adjustments based on contractor's schedule.
- z. Perform other related duties as required.
- aa. Maintain continuous communication with the Construction Manager and other field personnel and staff.

3. Geotechnical and Materials Testing and Inspection

Consultant shall provide geotechnical and materials testing and inspection services for the Project. The Contractor's schedule shall determine the timing of services required.

Services will be scheduled by the Consultant's Construction Manager. Geotechnical and materials testing and inspection services shall include:

- a. Geotechnical relative compaction testing of structural foundation and backfill, building footings, retaining wall footings, pipeline bedding and backfill, and relative compaction testing for asphalt concrete. Testing shall be required at least daily during pipeline construction, and as required for structural foundation and backfill. Consultant shall budget for at least 4 hours of compaction testing per day of pipeline construction.
- b. Laboratory maximum dry density and optimum moisture content test of the soil and aggregates.
- c. Preparation of daily field reports to include results of the field compaction testing and laboratory testing to confirm if bedding, backfill subgrades and pavements are installed in accordance to the plans and specifications.
- d. Inspection/sampling of concrete placement, including compressive strength testing of concrete cylinders. One cylinder shall be broken at 7 days, one at 14 days, and two at 28 days. A fifth cylinder shall be collected but will not be broken unless necessary due to low strength results. Provide compressive strength testing reports within two business days of testing.
- e. Masonry block wall inspection and sampling/testing of masonry block and grout for compressive strength.
- f. Special inspection as identified on the construction drawings and as required by building code.

Consultant services and personnel required for the Project are expected to vary throughout the duration of the Project

4. Public Outreach

Consultant shall provide construction phase public outreach to residents, schools, and businesses affected by construction activities. A public outreach effort is being implemented to provide timely and useful information to owners and occupants of private residences neighboring the Project site regarding traffic impacts, construction noise, schedule, access to public facilities, and general questions about the Project. Outreach shall include but not be limited to:

- a. Prepare and distribute by mail written notices, handouts, newsletters, project fact sheets, ads, brochures, and traffic advisories.
- b. Attend up to two (2) public meetings and contact residents in person, as necessary, to address complaints and provide information.
- c. Respond to general public inquiries and complaints.
- d. Electronic communication and phone calls.
- e. Project database to identify and track communication with residents, businesses, and stakeholders.
- f. Setup project informational website and provide a telephone "hotline" for public to contact with inquiries and complaints.

- g. Coordination directly with the City's Project Manager and Construction Manager in order to disseminate and report information in a timely manner.

C. DELIVERABLES

1. Construction Management

Consultant shall create, maintain and deliver to the City the following construction management documentation and deliverables:

- a. Monthly progress reports, weekly Statement of Working Days, and extra-work performance reports.
- b. Force account extra work reports and potential claim reports.
- c. Monthly Consultant progress reports prepared by the Consultant's Project Manager and submitted with invoices for professional services.
- d. Contractors schedule updates and status reports.
- e. Construction meeting agendas and minutes.
- f. Field measurement reports, notes, and observations, and all reports, calculations and other applicable documents prepared for the project as required by City procedures.
- g. Shop drawings, equipment submittals, and materials submittals reviewed by the City and the Consultant.
- h. Requests for Information (RFI's) and responses to RFI's.
- i. Implementation records of minor revisions to plans and specifications.
- j. Quality control tests and third-party inspection reports and findings.
- k. Contractor's progress payment requests.
- l. Contract change orders.
- m. Project correspondence including, but not limited to, letters, memorandums, e-mails, and phone conversation records.
- n. Safety violations.
- o. Incident (Accident) reports.
- p. Punch list of items necessary for completion as part of final inspection.
- q. Contractor's as-built drawings and field sketches

2. Inspection

Consultant shall create, maintain and deliver to the City the following inspection documentation and deliverables:

- a. Daily inspection reports and extra-work diaries delivered by e-mail within 2 working days of the work described in the reports.
- b. Photographs. Make photos available during construction in a file format facilitating retrieval by the City. Within 30 days following construction completion, deliver photo library to the City on a portable memory device. Edit photo library to remove duplicate photos and photos not pertinent to construction activities or project documentation. Organize photos in folders by date and subject matter.

3. Geotechnical and Materials Testing

- a. Daily field reports to include results of the field compaction testing and laboratory testing to confirm if bedding, backfill subgrades and pavements are installed in accordance to the plans and specifications.
- b. Concrete sample test results.
- c. Cement mortar grout sample test results.
- d. Final geotechnical and materials testing report documenting the Project soils and materials testing results, including maps showing locations of tests, summary of test results, and appendices with field reports.

4. Public Outreach

- a. Public outreach plan identifying outreach schedule, types of communication to be distributed, and plan for coordination with construction management team and City staff.
- b. Drafts of all print materials for City review and editing, and proofs of all print material prior to distribution.
- c. Project database identifying all records of communication with residents, businesses, and stakeholders.
- d. Distribution of all communications to the public.

**EXHIBIT “B”
SCHEDULE OF SERVICES**








[PROJECT SCHEDULE INCLUDED ON FOLLOWING TWO PAGES]

City of Corona
Department of Water and Power
Manglar Blending Facility

ID	Task Name	Start	Duration	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quar	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Milestones	Thu 3/19/20	407 days	Mon 10/11/21																							
2	Final Submittal to City	Thu 3/19/20	0 days	Thu 3/19/20																							
3	Bid Opening	Thu 5/21/20	0 days	Thu 5/21/20																							
4	Project Complete	Mon 10/11/...	0 days	Mon 10/11/21																							
5	Task 3--Final Engineering	Mon 1/6/20	54 days	Thu 3/19/20																							
6	Screencheck Submittal	Mon 1/6/20	48 days	Wed 3/11/20																							
7	Screencheck Submittal Preparation	Mon 1/13/20	41 days	Mon 3/9/20																							
8	Prepare Specifications - City	Mon 1/6/20	35 days	Fri 2/21/20																							
9	City Review	Tue 3/10/20	2 days	Wed 3/11/20																							
10	Final Submittal	Thu 3/12/20	6 days	Thu 3/19/20																							
11	Final Submittal of Signed Plans	Thu 3/12/20	6 days	Thu 3/19/20																							
12	Task 4--Bidding Services	Wed 2/5/20	135 days	Tue 8/11/20																							
13	Prepare Bid Documents	Wed 2/5/20	30 days	Tue 3/17/20																							
14	Bid Advertisement	Mon 4/20/20	0 days	Mon 4/20/20																							
15	Bidding	Mon 4/20/20	24 days	Thu 5/21/20																							
16	Last Date for Contractor RFI's	Wed 5/13/20	0 days	Wed 5/13/20																							
17	Issue Addendum	Mon 5/18/20	0 days	Mon 5/18/20																							
18	Bid Opening	Thu 5/21/20	0 days	Thu 5/21/20																							
19	City Reviews Bids	Fri 5/22/20	6 days	Fri 5/29/20																							
20	Staff Report - Request for Council Action	Mon 6/1/20	6 days	Mon 6/8/20																							
21	Council Approval - Contract Award	Wed 7/15/20	0 days	Wed 7/15/20																							
22	Contracts Signed, Insurance & Bonds	Wed 7/15/20	20 days	Tue 8/11/20																							
23	Task 5--Engineering Services During Construction	Tue 9/15/20	280 days	Mon 10/11/21																							
24	Pre-Construction Meeting	Tue 9/15/20	0 days	Tue 9/15/20																							
25	Notice to Proceed	Mon 9/28/20	0 days	Mon 9/28/20																							
26	Initial Submittal Review - Permits	Tue 9/15/20	20 days	Mon 10/12/20																							
27	Shop Drawing Submittal Review	Tue 9/15/20	80 days	Mon 1/4/21																							
28	Procurement of Materials (Building, Piping and Utilities)	Tue 10/13/20	40 days	Mon 12/7/20																							
29	Procurement of Materials (Pumps, Motors, Mech, Elec)	Tue 10/13/20	150 days	Mon 5/10/21																							
30	Mobilize (Contract Performance Time Begins - NTP)	Tue 10/13/20	15 days	Mon 11/2/20																							
31	Clearing, Demolition, Grading	Tue 11/3/20	20 days	Mon 11/30/20																							
32	Underground Utilities, Yard Piping, Pump Cans	Tue 12/1/20	30 days	Mon 1/11/21																							
33	Construct Pump Station Building Foundation	Tue 1/12/21	30 days	Mon 2/22/21																							
34	Construct Pump Station Building and Retaining Walls	Tue 2/23/21	50 days	Mon 5/3/21																							
35	Mechanical and Electrical Equipping	Tue 5/4/21	50 days	Mon 7/12/21																							

Wed 7/1/20

City of Corona
Department of Water and Power
Mangular Blending Facility

ID	Task Name	Start	Duration	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quar	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
36	Off-site Pipeline and Piping Connections	Tue 7/13/21	20 days	Mon 8/9/21																							
37	SCE Power	Tue 7/13/21	10 days	Mon 7/26/21																							
38	Site Improvements / Paving	Tue 7/27/21	20 days	Mon 8/23/21																							
39	Landscaping/Irrigation	Tue 8/24/21	20 days	Mon 9/20/21																							
40	Load Programming, System Integration	Tue 8/10/21	10 days	Mon 8/23/21																							
41	Startup, Testing and Training	Tue 8/24/21	10 days	Mon 9/6/21																							
42	30-Day Performance Test	Tue 9/7/21	20 days	Mon 10/4/21																							
43	Cleanup, Demobilization	Tue 10/5/21	5 days	Mon 10/11/21																							
44	Project Complete	Mon 10/11/...	0 days	Mon 10/11/21																							

**EXHIBIT “C”
COMPENSATION**

Team Member Name	Hourly Rate	Hours	Cost
Project Principal George Litzinger, P.E.	\$170	50	\$8,500
Construction Manager Marius Jaskula, P.E., CCM	\$150	2,500	\$375,000
Electrical Rockwell Construction Services	Budget		\$67,840
Geotechnical Materials Testing NMG Geotechnical, Inc.	Budget		\$109,953
Public Outreach Alliance Outreach, LLC	Budget		\$49,924
Direct Costs	Est.		\$2,000
Subtotal			\$613,217
Mark-Up on Subconsultants & Contingency			\$50,000
TOTAL			\$663,217

2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$290.00/hr
Principal Engineer III	\$270.00/hr
Principal Engineer II	\$260.00/hr
Principal Engineer I	\$250.00/hr
Program Manager	\$235.00/hr
Senior Project Manager	\$235.00/hr
Project Manager	\$230.00/hr
Senior Engineer III	\$225.00/hr
Senior Engineer II	\$215.00/hr
Senior Engineer I	\$205.00/hr
Project Engineer IV/Technician IV	\$195.00/hr
Project Engineer III/Technician III	\$185.00/hr
Project Engineer II/Technician II	\$170.00/hr
Project Engineer I/Technician I	\$155.00/hr
Senior Designer	\$175.00/hr
Designer	\$165.00/hr
Assistant Designer	\$160.00/hr
CADD Operator III	\$155.00/hr
CADD Operator II	\$145.00/hr
CADD Operator I	\$130.00/hr
CADD Drafter	\$120.00/hr
CADD Technician	\$110.00/hr
Project Coordinator	\$135.00/hr
Engineering Assistant	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$265.00/hr
Principal Hydrogeologist/Engineer I	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Sr. Hydrogeologist II/Engineer II	\$205.00/hr
Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Hydrogeologist VI/Engineer VI	\$175.00/hr
Hydrogeologist V/Engineer V	\$165.00/hr
Hydrogeologist IV/Engineer IV	\$155.00/hr
Hydrogeologist III/Engineer III	\$145.00/hr
Hydrogeologist II/Engineer II	\$135.00/hr
Hydrogeologist I/Engineer I	\$125.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr

CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.