

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
POTABLE WATER MASTER PLAN UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT, PROJECT NO. 2020-05**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of August, 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 Michael Baker International, Inc., a Pennsylvania Corporation with its principal place of business at 14725 Alton Pkwy., Irvine, CA 92618 (“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 preparing Potable Water Master Plans and Program Environmental Impact Reports 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 Potable Water Master Plan Update and Program Environmental Impact Report, Project No. 2020-05, RFP No. 20-059HC (“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 professional consulting services necessary for the Potable Water Master Plan Update and Program Environmental Impact Report (“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 5, 2020 to December 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 3.5.8 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: John Moynier.

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any

employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate

the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

3.2.10.3 Professional Liability. 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 minimum.

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

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

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

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

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

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

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

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Seven Hundred Sixty-Four Thousand Five Hundred Fourteen Dollars (\$764,514.00) (“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. 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 Project Manager. 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:

Michael Baker International, Inc.
PO Box 515714
Los Angeles, CA 90051
Attn: John Moynier

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Koper, P.E., Acting Public Works Director
Public Works Department

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

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

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

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

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

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

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include

a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
POTABLE WATER MASTER PLAN UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT, PROJECT NO. 2020-05

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

CITY OF CORONA

By: _____
Tom Koper
Acting Public Works Director/City Engineer

Reviewed By: _____
Vernon Weisman
District Engineer

Reviewed By: _____
Scott Briggs
Purchasing Specialist V

Attest: _____
Sylvia Edwards
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
POTABLE WATER MASTER PLAN UPDATE AND PROGRAM ENVIRONMENTAL
IMPACT REPORT, PROJECT NO. 2020-05

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

MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania Corporation

By: _____
Signature

Name (Print)

Title (CEO, President, or V.P)

By: _____
Signature

Name (Print)

Title (CFO, Treasurer, or Secretary)

EXHIBIT “A” SCOPE OF SERVICES

The project scope generally consists of reviewing and updating the City’s 2005 PWMP. There have been changes to the City’s water infrastructure since the completion of the previous PWMP including development projects and implementation of Capital Improvement Program (CIP) projects. The tasks to be completed as part of this project are detailed and summarized below:

- 1) Project Management
- 2) Data Collection and Review
- 3) Land Use, Population and Planning
- 4) Water Supply
- 5) Water Demand Analysis
- 6) Planning Criteria
- 7) Hydraulic Model Update (modeling will be performed by City staff)
- 8) Existing System Evaluation
- 9) Future System Evaluation
- 10) Capital Improvement Program (CIP)
- 11) Program Environmental Impact Report (PEIR)
- 12) Sub Area Master Plan (SAMP) Template
- 13) Final Report

The intent of the PWMP Update is to create a living document addressing all the above items in a user-friendly format suitable for use by management, operations, and engineering to assist in the planning, funding, construction, and operation of water supply, treatment, and distribution facilities. Information shall be provided in a logical, easy-to-find format, either in the body of the report, or in appendices. Where appropriate, information shall be provided in tables, graphs, sketches, and photos.

The Consultant is to provide one or two of the consultant’s project members to work on City premises for the project duration. One of the consultant’s onsite project members will be responsible for creating the master plan exhibits, figures, and tables and performing data collections. Working on City premises will provide the team members the ability to access information more securely and communicate with City staff more frequently and as needed.

The City is currently adding the Info360 (Legacy SCADAWatch) software to its existing modeling, SCADA, and GIS software capabilities. Info360 will enable the City to have a real-time calibrated model including a monitoring and reporting dashboard. Info360 brings business intelligence into interaction processes in the control room. It enables water utilities to conduct zonal mass balance and water audits to determine non-revenue water and monitor everything from uptime to analytics, access timely information to make better decisions, react faster to important events and identify opportunities to drive operational efficiencies as they happen. It is a valuable system improvement, regulatory compliance tool, and financial planning tool.

The consultant shall incorporate Info360 processes into the PWMP Update. Although implementation of Info360 is under a different contract, the Consultant shall make use of the software capabilities and incorporate its results in the PWMP Update.

City staff will be responsible for performing the hydraulic modeling using InfoWater and Info360 software. The Consultant shall work closely with City staff (Modeler) during the data collection task to gather data needed for modeling.

Info360 implementation will require approximately six (6) months. The Consultant shall include the Info360 schedule in the PWMP Update schedule by allowing the analysis and hydraulic modeling tasks to appear later within the schedule. The Info360 implementation is expected to be complete by July 2020. The maximum duration to fully complete this PWMP Update and PEIR shall NOT exceed 24 months.

TASK 1: PROJECT MANAGEMENT

The following Project Management activities, submittals and meetings are the minimum level of Project Management considered acceptable to the City:

1.1) Project Kick-off Meeting:

The Consultant shall coordinate and attend a Project Kick-off meeting with City staff. At a minimum, the Consultant's Project Manager, Project Engineer and other key staff shall attend. The Consultant shall prepare and submit an agenda one week in advance of the meeting. A sign-in sheet shall be used to record attendance at the meeting. Within one week after the meeting, the Consultant shall provide Meeting Minutes to the City.

1.2) Monthly Project Progress Reports:

The Consultant shall submit Monthly Project Progress Reports that provide a summary of the project's progress for the most recent calendar month and include the following as a minimum: Summary of work completed by task, list of proposed activities for the upcoming month, list of pending information needed to support the planned activities for the upcoming month, list of out of scope items, percent complete/budget status summary, and an updated project schedule showing work completed through the reporting period and any revisions to the overall project schedule.

1.3) Monthly Project Coordination Meetings:

The Consultant shall coordinate and attend monthly Project Coordination Meetings with the City. At a minimum, the Consultant's Project Manager and

Project Engineer shall attend with other key staff, if relevant, to discuss the issues identified for the respective meeting. Consultant shall prepare and submit an agenda at least one week in advance of the meeting. A sign-in sheet shall be used to record attendance at the meeting. Within one week after the meeting, Consultant shall provide Meeting Minutes to the City.

1.4) Weekly Project Updates:

The Consultant shall provide weekly updates via Email summarizing the progress of the work, list critical data collection items needed to support the ongoing work, identify items impacting the project schedule, and any other relevant project issues.

1.5) Workshops:

The Consultant shall prepare for, coordinate and attend a maximum of ten (10) workshops for the duration of the project to present various topics to City staff to obtain feedback and direction related to the topics presented. Workshops may be scheduled adjacent to monthly Project Coordination Meetings, or any other meetings between City staff and Consultant. Provide a summary of the workshops included in your proposal and the topics for each workshop.

1.6) Quality Control:

The Consultant's Project Manager shall review all submittals prior to submitting to the City. Submittals that contain significant grammar and/or punctuation errors, or where the submittal has serious quality control issues, will not be accepted by the City.

TASK 2: DATA COLLECTION AND REVIEW

The purpose of this task is to collect, document and review any pertinent data to be used during this project, including operational conditions. The Consultant is to develop a Data Tracking List as part of this task to document the date/version of data collected and used so it is easy to perform future updates.

- Water and Sewer System Master Plan Initial Study and Mitigated Negative Declaration (see Appendix A)
- 2005 Potable Water Master Plan (see Appendix B)
- 2005 Sewer Master Plan (see Appendix C)
- Aquifer Evaluation for the Temescal Sub Basin (see Appendix D)
- Recharge Master Plan for the Temescal Basin (see Appendix E)

- Water Use Efficiency Master Plan (see Appendix F)
- 2015 Urban Water Master Plan (see Appendix G)
- 2018 Reclaimed Water Master Plan (see Appendix H)
- Other ongoing updates developed by City's staff since 2010
- Latest General Plan, Specific Plans and approved Development Plans
- Population projections
- Historical water use data
- Water billing records for the past 5 years
- Treatment plant production records
- Well production records
- Imported water records
- Water supply studies
- Tanks, Pressure Reducing Stations/Valves, flow control, wells, and booster pumps data
- Operational controls/SCADA set points
- Water Quality reports
- Pipeline repair/leak history
- Missing pipeline data (where available)
- Pressure zone boundary maps
- As-built drawings needed to update GIS
- Any other relevant planning documents
- Water Treatment as-built plans

All data collected shall be recorded in the Data Tracking List and logged for future use and reference. Where information appears outdated, it will be noted as such and the project team will determine if newer data is needed. The appendices include a portion of the documents listed above.

The Data Collection List shall be updated regularly and distributed with the Weekly Project Updates. A chapter in the final report shall identify all references used in the preparation of this master plan.

TASK 3: LAND USE, POPULATION AND PLANNING

The Consultant shall review previously compiled land use, population and planning data as part of Task 2 and utilize the most current land use, population, and planning information available. One of the goals of this task is to characterize the type of water users that are part of the City's water distribution system as of year 2019.

Some of the main components include:

- Update existing and future population estimates.
- Update existing and future land use information.

- Update City service boundary, existing and future water service areas (annexations or de-annexations, etc.).
- Calculate persons per household (pph) for existing and future conditions to determine where future growth and densification may occur.
- Hold on-going meetings/workshops with the City Planning Department to keep the PWMP Update and PEIR aligned with the General Plan, Specific Plans, etc.
 - Keeping the Planning Department engaged is a key element to making a master plan document that is accurate and accepted across various City departments.
- Identify (from the Reclaimed Water Master Plan) locations suitable for conversion to reclaimed water service.

The effort completed during this task sets the foundation for all subsequent work during this project, so it is important to track the work in a logical and updateable manner. Utilize tools such as Geographic Information Systems (GIS) to develop or update existing land use and population datasets and document assumptions made. Once the information is collected, organized, and all parties agree on its validity, it will be used as the basis for completing the PWMP Update without further revisions. The master planning team will revise the data only in cases where the land use, population, or planning data will have a substantial effect on the modeling and planning results.

TASK 4: WATER SUPPLY

The City has a complicated water supply system with many operational variables that can change frequently, sometimes daily. Exhibit 2 is the water supply schematic. The Consultant shall meet with the City's Department of Water and Power (DWP) Operations staff to knowledge-capture how they typically supply, treat, and deliver water to the system. While not every operational condition can be identified due to the complexity of the system, it is important that we document typical operations in order to conduct hydraulic model simulations and identify potential improvement projects.

The Consultant shall add a section to provide details about the well system, common well configuration, well collection system, how water travels from the wells to the Ion Exchange plant and the RO plant to the blending cells. Exhibit 3 shows the well collection system. The well collection system shall discuss the current water quality conditions, future projections and planning. Plan and recommendation shall cover current and future use of the Coldwater Basin.

The 2005 PWMP predicted a water supply deficiency for future conditions based on information and data collected at the time the plan was drafted. Part of this task is to determine if, given updated economic conditions and projections, a future deficiency is still anticipated. To determine this, the Consultant shall review and update the following items as part of this task:

- Water rights for groundwater (the Temescal basin is not adjudicated)

- Hydrogeologic conditions of the Temescal, Bedford and Coldwater Creek basins (including water quality)
- Development of additional local groundwater supply, including treatment and delivery infrastructure required for beneficial use
- Future of groundwater and Colorado River water availability
- State Water Project (SWP) entitlements
- Groundwater recharge using reclaimed water
- Groundwater recharge using stormwater capture

Another part of this task is to determine reliability of future water sources. The Consultant shall take a realistic approach to determining which water supply sources will be available in the future, and the quantity, quality and cost to supply water from the various sources. We will also investigate potential alternate sources of water and strategies if a future supply shortage is anticipated, such as:

- Water banking
- Water conservation and rationing
- Conjunctive use
- Purchase of additional SWP entitlements
- Stormwater recharge

The Consultant shall discuss the Direct Potable Reuse (DPR) as a potential future supply.

TASK 5: WATER DEMAND ANALYSIS

One of the key elements to having a defensible PWMP Update and CIP is proper allocation of water demands. The accuracy of the hydraulic model and resulting improvement projects is largely dependent on having the correct quantity and location of demands assigned in GIS. The Consultant shall establish a parcel-to-meter link as part of this task.

Once the parcel-to-meter link is established the Consultant shall use the monthly billing records for the past 5 calendar years (2014 through 2019). Due to the change in economic conditions it is important to look at the past 5 years to understand water usage characteristics in the City. Existing demand shall be calculated from meter billing records for a calendar year which the project team agrees to be reflective of typical conditions and that forms a good basis for this master plan. After existing demand is calculated, the Consultant will update the Unit Flow Factors previously compiled in the 2005 PWMP.

Future water demand will be based on the General Plan zoning designations for the planning horizon (the current General Plan extends to year 2025) and population projections. The Consultant shall develop future demand by utilizing existing land use-based Unit Flow Factors and incorporating predicted population changes to determine the location and quantity of future demand in the City. The Consultant shall compare future demand projections with the water supply analysis completed as part of Task 4 to determine if water shortages are anticipated within the planning horizon. *(Add “high-density urban” land use and determine water usage*

rate. The North Main apartments will provide some useful water use information for newly developed high-density apartment/condo developments.)

The Consultant shall estimate water loss in the system by comparing the past 5 years of water billing records with water supply/production records. For the hydraulic model, the water demand will be increased by the difference between the water production and billing records (typically 5-10%) to simulate the realized flow the City's water infrastructure experiences.

Updated average day and maximum day 24-hour diurnal usage patterns will be created as part of this task. For average day conditions, the sum of the area under the diurnal must be equal to 1 in order to obey the conservation of mass law. For maximum day conditions, the peak hour flow will occur at one point during the day.

The Consultant shall submit a draft chapter of the report that summarizes existing and future water demands. Information shall be presented in tabular and graphical formats. The submittal shall describe the process used to develop the projections. The Consultant shall present the demand projections to City staff in a workshop format. Consultant shall submit a final version of the report chapter that incorporates comments provided during the workshop or written comments provided during the review period. The final chapter shall be included in the final PWMP Update and PEIR report.

TASK 6: PLANNING CRITERIA

Planning criteria is used in the evaluation of both existing and future system hydraulic models. In general, the criteria from the 2005 PWMP will be updated, as needed, to meet any changes in municipal code or operational changes. General categories of criteria shall include the following:

- Storage (including operational, fire protection, emergency, and blending)
- Pump Stations
- System pressures under various demand conditions
- Intra-zone water sharing
- Inter-agency water sharing
- Pipeline criteria (flow, velocities, head loss)
- System redundancy and reliability

The Consultant shall document the planning and design criteria for this P W M P U p d a t e to analyze the existing water system and to evaluate recommended improvements. The criteria shall address the size of replacement, parallel, and new facilities for pipelines, pumping stations, storage facilities and regulating stations.

The Consultant shall develop unit costs to estimate Project Costs. Unit costs shall cover pipelines, pumping stations, storage facilities, regulating stations, and other improvements as appropriate. The unit costs shall incorporate cost information based on the City's

experience with similar facilities. Additional cost information available to the Consultant may also be used where appropriate.

The planning criteria shall be compiled in a separate chapter of the PWMP Update, generally in a tabular format, for easy identification and access.

The Consultant shall prepare and submit a draft Technical Memoranda that summarize the Planning Criteria and Unit Cost Criteria proposed by Consultant for this PWMP Update. The Consultant shall present this information to City staff in a workshop format. The Consultant shall submit the final versions of the Technical Memoranda that incorporate comments by the City provided during the workshop(s) or written comments provided during the review period. The final Technical Memoranda shall be included in an appendix to the final PWMP Update and PEIR report.

The Consultant shall develop planning level cost estimates for all recommended facilities. The cost estimates shall be based on a variety of cost data sources, such as City and other local project bidding history, and other sources reflecting cost of utility construction in southern California, adjusted to the then current ENR 20-City construction cost index, including appropriate contingency factors. Define other factors needed to generate Total Project Costs (soft costs). Construction and Total Project Costs shall be developed using the Unit Costs Technical Memorandum developed for this PWMP Update. Escalate costs to future years using historical construction cost inflation factors. Provide a summary of costs for each planning year, by service area. Present the cost summaries using tabular and graphical formats. The final report shall include a discussion of the basis for the cost estimates.

TASK 7: HYDRAULIC MODEL UPDATE

Modeling will be executed by City's staff. The Consultant shall assist with model input data and incorporation of the modeling output data in the report.

A hydraulic model for the 2005 PWMP was built using Innovyze's H20Map Water software and has since been converted to Infowater as City staff has consolidated and upgraded the hydraulic modeling software licenses. Since the 2005 PWMP, the City has kept the model updated with new facilities and operational controls as they have become available; however, an audit of the model will still be performed as part of this task to check for accuracy and to make sure critical facilities are included. A model audit typically consists of checking things such as:

- Source of elevation information
- Demand nodes (nodes near pumps, tanks and valves should not have demands)
- Pressure zone designation of nodes, pipes, tanks, etc.
- Duplicate/non-unique IDs
- Network connectivity tracing
- Area under diurnal patterns = 1
- Scenario and Data Set Management

- Facility Management
- Fire Flow assignment and scenarios
- Simulation errors and/or warnings
- Hydraulic and pattern time steps
- Closed pipe/valve locations
- Verify pump information

The current model has been inventoried in Infowater and a summary of the facilities is presented below:

Pipes:	11,266
Junctions:	9,613
Tanks:	17
Pumps:	55
Valves:	50

Since most of the water infrastructure facilities appear to be in the model, the main purpose of this task is to update the model calibration after applying the updated demands. The model calibration will be approached in three phases:

- 1) Boundary condition verification (valve settings, SCADA controls, etc.)
- 2) Static pressure calibration
- 3) Use Info360 to calibrate the model

Much has been done by City staff over the past several years with respect to Phase 1, as a field verification program was completed. The settings and controls in the model will be updated according to the data collected and verified by the Consultant.

Phase 2 is usually accomplished by collecting pressure readings from various locations under a predetermined operating condition, oftentimes with the assistance of data loggers such as Telog or Dickson units that record pressures in user-defined time intervals over multiple days. This data is then used to compare pressure results from model simulations with real-world data and appropriate adjustments are made to the model. Phase 3 will consist of using Info360 to calibrate the model by using the hydraulic data transmitted from SCADA to the model.

TASK 8: EXISTING SYSTEM EVALUATION

The Consultant shall utilize the results of the updated, calibrated hydraulic model to evaluate existing system hydraulics. The following core scenarios will be used as well as any sub-scenarios needed to evaluate the existing system hydraulic model:

- Existing Average Day Demands (7-day Extended Period Simulation (EPS))
- Existing Maximum Day Demands (7-day EPS, which includes the Peak Hour in the diurnal)
- Existing Maximum Day Demands + Fire Flow (Steady-State)

This set of scenarios and conditions provides a good basis for evaluating the existing system capacity and possible improvements resulting from the hydraulic model. The Consultant shall use the results from these scenarios to evaluate it against the Planning Criteria developed during Task 6. The Consultant shall produce maps/tables identifying facilities that do not meet criteria. The Consultant shall handle the fire flow simulations in the following way:

- 1) One global Maximum Day Demand + Fire Flow Steady-State scenario shall be run to identify:
 - a. Nodes not meeting fire flow criteria
 - b. Critical nodes (i.e. bottleneck node(s) that may prevent other nodes from meeting fire flow criteria)
- 2) From the global fire flow simulation, identify nodes that need additional investigation, for example if nodes near hospitals or schools cannot deliver the required fire flow. These nodes will be evaluated in individual scenarios since Infowater does not display simulation details for a given single node during the global fire flow simulation as it is designed to look at system-wide results.

For any work involving fire flows, the Consultant shall consult with the fire department to request their input and requirements.

In addition to the model results, the Consultant shall evaluate other existing system parameters such as:

- Pump performance (SCE pump tests will be provided where available)
- Tank type and design (inlet/outlet configuration, use of baffles, mixing, etc.)
- Turnover time in tanks
- Pressure Reducing Valve (PRV) configurations
- Flow control stations
- Hydraulic settings of sub-zones supplied by pumping or by PRV's
- Seasonal groundwater well operation scenarios
- Blending facility operation to maximize use of local groundwater supply
- Desalter operation
- Pipe distribution system materials, age, size, and history of leaks and repairs

Facilities not meeting planning criteria in the model shall be flagged with a user-defined field explaining the reason. This will make developing and prioritizing the CIP more accurate since the reason for the recommendation will have been recorded at the time of evaluation.

As part of this task the Consultant shall perform a storage capacity analysis to determine if additional storage is needed, and where. This is likely to be done in a spreadsheet outside of the hydraulic model. As part of the storage capacity analysis we will account for any intra-zone water-sharing capabilities the City has. The storage surplus in one pressure zone can

sometimes offset a storage deficit in another. Inter-agency connections and agreements for mutual support shall be described and presented in tabular format.

The Consultant shall also provide a narrative and graphical description of the well system, desalter, and blending system operation on a seasonal basis.

TASK 9: FUTURE SYSTEM EVALUATION

This task involves loading the existing system model with future (2025) demands and running simulations to identify where system improvements are needed during the planning horizon. During this task, changes to some operational controls will likely be needed, as well as infrastructure improvements. In addition, the Consultant shall review prospective water conversion sites identified in the PWMP Update to determine potential reductions in potable water use. The following core scenarios shall be used as well as any sub-scenarios needed to evaluate the future system hydraulic model:

- 2025 Average Day Demands (7-day EPS)
- 2025 Maximum Day Demands (7-day EPS, which includes the Peak Hour in the diurnal)

Results from these scenarios shall be evaluated against the Planning Criteria developed during Task 6. The Consultant shall produce maps/tables identifying facilities that do not meet criteria.

In addition to the model results, the Consultant shall evaluate other future system parameters such as:

- Pump capacity and controls
- Tank sizing and location (if new tanks are needed)
- Turnover time in tanks
- PRV configurations, sizing and location (if new PRVs are needed)
- Hydraulic configuration of future sub-zones supplied by pumping or by PRV's
- Local groundwater development and future well locations
- Changes to groundwater blending operation
- Wellhead treatment of nitrates
- Development of additional desalter facilities
- Providing redundancy in the distribution system to minimize customer service outages for planned and unplanned shutdowns
- Distribution system crossings of key infrastructure, such as freeways, railroad tracks, and storm drainage channels

Facilities not meeting planning criteria in the model shall be flagged with a user-defined field explaining the reason. Additional/future facilities input into the model shall be flagged as future facilities for easy tracking and identification in tables and figures.

The storage capacity analysis developed as part of Task 8 shall be updated for future system conditions and demands. Like the existing system, the Consultant shall account for any intra-zone or inter-agency water-sharing capabilities the City possesses.

TASK 10: CAPITAL IMPROVEMENT PROGRAM

The results of the existing and future system evaluations done as part of Tasks 8 and 9, respectively, shall be grouped into logically constructible improvement projects as part of this task. It is important to vet across multiple departments and disciplines the recommendations produced from this effort, including management, to evaluate the feasibility of the recommended improvements. Projects requiring alignment changes or other edits will be addressed as part of this task.

The CIP shall include a desktop level analysis of available condition assessment information, such as any pump station and tank field condition evaluations previously performed. DWP Operations staff will assist with field visits to pump stations, valves, or tank sites as required to determine asset conditions. Information obtained through the Corona Enterprise Asset Management System (NEXGEN) shall be utilized where available. The PWMP Update effort is not a full condition assessment task like inspecting CCTV records for wastewater systems, but rather another layer of data to help prioritize facilities not meeting the planning criteria in either existing or future conditions.

Findings and recommendations from the 2005 PWMP shall be evaluated with the recommendations resulting from this project. The CIP shall be prioritized and phased over the planning horizon based on capacity, condition, financial feasibility, and economic feasibility needs with each project given a priority/ranking score. For example, nodes not meeting average day demand pressures in an area where pipe is greater than 50 years old would receive a higher priority than nodes not meeting average day demand pressures in an area with newer pipe, all else being equal.

The Consultant shall develop and use a prioritization matrix/ method to prioritize and schedule CIP projects. The prioritization matrix/ method shall be discussed, developed, and agreed upon with City staff and management.

Cost shall be assigned to each project based on a combination of references including, but not limited to recent local construction cost experience, Engineering News & Record Construction Cost Index (ENR CCI), cost estimating programs, and DWP staff input. The CIP will include tables with individual project costs phased over the planning horizon to establish a financial planning guide for the City.

TASK 11: PROGRAM ENVIRONMENTAL IMPACT REPORT

The City is committed to updating, adopting, and implementing the master plans for its reclaimed water, potable water, and wastewater systems. A PEIR for the 2018 Reclaimed Water Master Plan (RWMP) is currently underway and will integrate an environmental

analysis across the City's three systems including a wide range of individual projects, the ability to tiering of subsequent project-level environmental assessments and eliminate the need for repetitive discussions of large-scope issues when project-level potable water or wastewater system EIRs are needed. The scope of work for the preparation of the PEIR for the PWMP shall consider and integrate the work to be executed within the PEIR for the 2018 RWMP which include but not limited to; Air Quality, Greenhouse Gas, Noise , Biological Studies, Cultural Studies, and Tribal Consultation.

The Consultant shall prepare a PEIR for the PWMP update in accordance with the latest procedural and substantive requirements of the California Environmental Quality Act (CEQA). The PEIR shall encompass the geographic area to include current City limits, service areas, and the Sphere of Influence as identified in the PWMP. The PEIR format and organization should follow and comply with the latest approved CEQA Guidelines. A link to the Final Adopted Text for Revisions to the CEQA Guidelines is provided: <https://resources.ca.gov/About-Us/Legal/CEQA-Supplemental-Documents>.

The City has determined that a PEIR is appropriate to address the PWMP Update, consistent with CEQA Guidelines Section 15163. The PEIR for the 2018 RWMP can be used as a tool to prepare the PEIR for the PWMP. The Consultant shall be responsible for all procedural steps, including (but not limited to) the following:

- Preparation of public notices (Notice of Preparation, Notice of Availability, Notice of Completion, Notice of Determination, and newspaper advertisements);
- Tribal and Native American Consultation including AB 52 & SB 18-notifications;
- Resolutions;
- Ordinances;
- Draft PEIR and technical reports (two screencheck drafts and one public review draft);
- Final PEIR and responses to comments (one screencheck final draft and one final version);
- Filing notices with County Offices and State Clearinghouse;
- Providing notices to local and state agencies as needed;
- Mitigation Monitoring and Reporting Program;
- Statement of Overriding Considerations (if necessary);
- Public Outreach;
- Candidate Findings of Fact; and
- Draft City of Corona staff report to adopt the PWMP Update and PEIR by the City Council.

The Consultant shall also be responsible for scheduling and conducting a scoping meeting pursuant to CEQA Guidelines Section 15082(c), as the project is of areawide significance. The scoping meeting shall be noticed to all affected responsible and trustee agencies, any city or

county that borders the City, as well as interested organizations and individuals, in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.

The Consultant will prepare project-specific technical reports, to be included as PEIR appendices, including but not limited to the following: traffic, geotechnical, biological resources, air quality, noise, GHG emissions, paleontological and cultural resources reports. The proposal should include revisions to technical reports based on City review.

The proposal should include the Consultant's attendance at meetings and hearings. In addition to the scoping meeting, the Consultant should include attendance at up to six project-related in-person meetings, two project-related hearings, and 10 teleconferences with City staff.

The City shall review and approve all documents prior to distribution by the Consultant. The level of detail in the PEIR analysis and technical reports should be appropriate for a program-level project, in order to adequately cover future project impacts, the details of which may not currently be known.

A Mitigation Measures and Monitoring Program (MMRP) shall be prepared pursuant to CEQA. This document shall be a separately bound document from the PEIR. The Consultant shall develop recommended implementation measures appropriate for future projects under the program and identify the appropriate party responsible for implementation, monitoring, and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the PWMP Update goals.

The Consultant shall also provide professional advice on items which must or should be included in the PEIR that are not specifically called out in this RFP.

The proposal shall provide a detailed scope of work, including methodology and approach for each environmental category, as well as a cost estimate for the PEIR broken down by task. The cost proposal should include revision time for all submittal documents based on City review and comments. The discussion must cover the following topics:

- Developing a detail project description, that includes the project's technical, economic, and environmental characteristics, including construction and operation. The project objectives will also need to be thoughtfully developed with input from the City, as these are also relevant to the selection or rejection of the project alternatives.
- Developing the environmental setting/existing conditions for each environmental impact category. The environmental categories anticipated to be addressed include:
 - Aesthetics
 - Air Quality (including CO2 and GHG)
 - Biological Resources
 - Cultural and Tribal Cultural Resources
 - Geology/Soils including Paleontological Resources
 - Greenhouse Gas Emissions and Energy
 - Hazards and Hazardous Materials
 - Hydrology/Water Quality

- Noise
- Traffic
- Developing methodologies for evaluating each environmental impact area.
- Identifying potential environmental impacts of future projects, including direct, indirect and cumulative impacts.
- Recommending performance standard mitigation measures to be implemented by future projects in order to reduce significant impacts.
- Identifying significance threshold criteria, which should be generally consistent with the General Plan PEIR.
- Developing PEIR Alternatives. The alternatives analysis must evaluate the environmental effects of each alternative on each impact category. A total of four alternatives, including the No Project Alternative, should be addressed.
- Developing a cumulative impacts analysis based on the build-out of adopted and proposed land use plans, in addition to any relevant past, present and reasonably foreseeable probable future projects.
- Identifying any additional technical studies/evaluations determined to be necessary to augment the program-level analysis. The proposal shall include a discussion of the need, cost, and schedule implications of the additional tasks.
- The proposal should be comprehensive to cover all necessary PEIR tasks from start to finish such that change orders are not required except in extenuating circumstances.

Proposals must adequately identify all the assumptions being made by the consultant, such as the work and data expected to be delivered by City staff, in response to this RFP. Proposals shall outline the analysis and data that each consultant expects to be reasonably available from the City and list the data needs anticipated for each environmental impact area.

TASK 12: SUB AREA MASTER PLAN (SAMP) TEMPLATE

The Consultant shall prepare a Sub Area Master Plan (SAMP) template and provide it in an appendix with the PWMP Update and PEIR report. The SAMP template report shall be utilized for any new development or redevelopment within the service area. The SAMP template report shall cover the Potable and Reclaimed Systems.

TASK 13: FINAL REPORT

The final report shall be organized as a reference live document designed for accessibility and ease of use and shall include the following sections:

- **EXECUTIVE SUMMARY**
The executive summary includes an overview of the historical and current status of the potable water system, a summary of system analysis conclusions, and a summary of recommendations.

- **INTRODUCTION**

This section establishes the basis of the report in terms of the City's mission and vision. It provides details related to report organization, sources of data, conventions, and units of measure.

- **STUDY AREA**

This section delineates the water service area and describes the demographic, land use, jurisdictional, and physical characteristics that impact potable water planning.

- **POTABLE WATER SUPPLY**

This section identifies and quantifies the City's sources of potable water supply (Imported and Ground water). The imported water system and the ground water wells system shall be illustrated with extensive tables, charts, figures, and exhibits. The well collection system shall include complete information and hydraulic analysis for the existing and future system. The well collection system shall include detailed information about the wells, pumps, pipes, treatment systems, blending, and water quality. The well collection system was not covered in detail in the previous master plans.

- **POTABLE WATER USE**

This section identifies allowable and current potable water uses. It identifies customers by type and location. It quantifies trends in demand fluctuation.

- **SERVICE CRITERIA**

This section clarifies the goals of City policy concerning potable water use in terms of economic, technical and financial feasibility.

- **EXISTING SYSTEM**

This section describes the facilities and substructure currently in use. It includes the existing hydraulic modeling analysis.

- **FUTURE SYSTEM**

This section describes projects recommended for future implementation. It includes the future hydraulic modeling analysis. Improvement projects will be listed here. Each improvement project shall have an individual project sheet (Cut Sheet). Each project sheet should have the following information: Project Title, Project Type, Impacted Zone(s), Purpose, 2020 Cost Estimate, Project Location, Project Description, Project Detail, and Project Map.

- **WATER QUALITY**

This section describes the water quality standards, system water quality sampling locations and results, water quality for water supply (Ground and Imported) sources, water quality for the distribution system, dead ends, flushing program...etc.

- **CAPITAL IMPROVEMENT PROGRAM**

This section evaluates and prioritizes recommended projects. It schedules the projects for implementation of a ten-year period.

- **APPENDICES**


This section of the report shall contain the big volume reference data used on the report. Some of the data information that shall be in this section but not limited to existing facilities field collection data sheets, various hydraulic modeling results, Sub Area Master Plan (SAMP) Template...etc.

Upon completion of each the above listed sections, a draft section report shall be produced for internal distribution to City staff. The Consultant shall meet with various divisions, as needed, to present (using Power Point presentation) findings, methods and procedures and to address any questions or concerns. The intent of having the Consultant submit a draft section report is to have involvement from all parties throughout the duration of the project in an effort to minimize comments when the report is fully compiled, it also helps reviewers focus on small information and allow them to fit it within their busy schedule in order to provide quality reviews.

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 professional consulting services necessary for the Potable Water Master Plan Update and Program Environmental Impact Report (“Services”).

EXHIBIT "C" COMPENSATION

<div></div>	Michael Baker International																	Subconsultants				Summary																										
	Principal	Project Manager	Deputy Project Manager	MRP/QA/QC	U/MRP/QA/QC	Environ QA/QC	Senior Engineer	Project Engineer	EC Analyst	Senior Envir. environmental Specialist	Envir. environmental Specialist	Assistant Envir. environmental Analyst	Assoc Envir. environmental Analyst	Senior Envir. environmental Analyst	DB Manager	DB Technician	Administrative Assistant	Field Inspection Manager	Field Inspection Engineer	U/MRP Technician	Hydro Geologist	Total Labor Hours	Michael Baker Labor	Other Direct Costs	Subconsultant Labor	Subconsultant Markup	Total																					
Hourly Rates	\$275	\$215	\$215	\$215	\$215	\$215	\$185	\$160	\$225	\$390	\$170	\$110	\$130	\$150	\$170	\$140	\$95	\$150	\$115	\$80	\$250																											
Total Time & Materials Not-to-Exceed Fee for Tasks 1 to 14 and Optional Tasks A-F																						\$859,305	\$5,600	\$33,840	\$3,384	\$902,129																						
Total Time & Materials Not-to-Exceed Fee for Tasks 1 to 14																						\$722,190	\$5,100	\$33,840	\$3,384	\$764,514																						
Percentage of Participation in Tasks 1 to 14																						0.4%	22.9%	2.5%	1.4%	0.3%	1.4%	1.0%	3.9%	1.0%	2.9%	3.5%	4.0%	7.2%	6.2%	0.2%	30.3%	4.5%	0.0%	2.1%	2.1%	0.0%	100.0%					
Labor Hours for Tasks 1 to 14																						17	1,069	119	64	10	67	70	184	48	130	164	186	336	284	8	1,413	212	27	96	100	43	4,667					
TASK 1: PROJECT MANAGEMENT																						11	142	38	80	10	67	12	8	8							47	112	11	10		3	547	\$94,090	\$2,000	\$4,240	\$420	\$100,754
TASK 2: DATA COLLECTION AND REVIEW																							10														22				8		40	\$5,230		\$040	\$64	\$5,934
TASK 3: LAND USE, POPULATION AND PLANNING																							48														104						152	\$24,880				\$24,880
TASK 4: WATER SUPPLY																								56				24	72	24							72	8	8	40		40	424	\$63,440		\$15,800	\$1,580	\$78,820
TASK 5: WATER DEMAND ANALYSIS																							148														130	4					268	\$48,440				\$48,440
TASK 6: PLANNING CRITERIA																						2	56					8	40								64						176	\$29,430				\$29,430
TASK 7: HYDRAULIC MODEL UPDATE																							24																				24	\$5,160				\$5,160
TASK 8: EXISTING SYSTEM EVALUATION																							128					32	48	20							512		8	40			800	\$118,820		\$5,800	\$580	\$125,200
TASK 9: FUTURE SYSTEM EVALUATION																							48														56						104	\$18,160				\$18,160
TASK 10: CAPITAL IMPROVEMENT PROGRAM																							108	24													136						268	\$47,420				\$47,420
TASK 11: PROGRAM ENVIRONMENTAL IMPACT REPORT																															130	164	186	336	284	8	58	88					1,268	\$178,300	\$2,700			\$181,000
TASK 12: SUB AREA MASTER PLAN (SAMP) TEMPLATE																							40		4			24									40						208	\$18,900				\$18,900
TASK 13: FINAL REPORT																							80														120						200	\$34,000				\$34,000
TASK 14: PREPARE URBAN WATER MANAGEMENT PLAN																						4	140														48				92		284	\$37,920	\$400	\$7,300	\$730	\$46,630
Totals for Scope of Work																						17	1,069	119	64	10	67	70	184	48	130	164	186	336	284	8	1,413	212	27	96	100	43	4,667	\$722,190	\$5,100	\$33,840	\$3,384	\$764,514
OPTIONAL TASK A: PROJECT LEVEL EIR ANALYSIS																											1				20	24	30	30	20		8	12					148	\$21,020				\$21,020
OPTIONAL TASK B: FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS																											2				6	8			40								64	\$9,600				\$9,600
OPTIONAL TASK C: STEADY STATE CALIBRATION & PIPE DETERIORATION MODELING																							48		4					40							8						200	\$18,700	\$200			\$18,900
OPTIONAL TASK D: WATER CONSERVATION PROGRAM REVIEW AND OPTIMIZATION																						2	32			10		16	60								24						144	\$25,500				\$25,500
OPTIONAL TASK E: FUNCTIONALLY EQUIVALENT STORMWATER RESOURCE PLAN																						2	80			8		32	48								40						202	\$37,390	\$300			\$37,690
OPTIONAL TASK F: DEVELOPMENT OF WATER WHEELING MATRIX																						2	32		4			24	32	16							24						134	\$24,810				\$24,810
Totals for Optional Tasks																						6	192		8	18	7	72	172	16	26	32	30	30	60		100	20					798	\$137,115	\$500			\$137,615