

CITY OF POMONA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of February 2026, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and Willdan Engineering, a California Corporation with its principal place of business at 13191 Crossroads Parkway North, Suite. 405, Industry, CA 91746 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional construction management, material sampling, and inspection consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering consulting services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

City desires to engage Consultant to render such professional construction management, material sampling, and inspection consulting services for water resources construction projects (RFP No. 2025-1032) project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from the execution of this Agreement to final completion of the Project which is anticipated to be on or before December 31, 2027, 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.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant shall 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. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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 expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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 work prepared 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: Chris Baca, Director of Construction Management and Inspection and Michael Bustos, PE, Project Manager and Principal-in-Charge.

3.2.5 City's Representative. The City hereby designates Chris Diggs, Water Resources Director, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the

Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his designee.

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants 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 have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. 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 Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers 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.

3.2.10.1 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 3.2.10 or any of its subsections.

3.2.10.2 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 relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 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 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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.

3.2.10.5 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 sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Consultant shall execute and maintain its work 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 work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability: Commercial General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to

the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(E) [Reserved]

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) Workers’ Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) 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.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for

noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 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 shall not exceed One Million Three Hundred Twenty Thousand Seven Hundred Thirty Dollars (\$1,320,730.00) without written approval of the City Council or City Manager as applicable. 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 invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

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 the City.

3.3.5 [Reserved]

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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 the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.4.3 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 Worker's 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.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. 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.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 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.

3.6.1.3 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.

3.6.2 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: Willdan Engineering
13191 Crossroads Parkway North
Industry, CA 91746
ATTN: Chris Baca, Director, Construction
Management and Inspection

City: City of Pomona
752 West Commercial Street
Pomona, CA 91768
ATTN: Chris Diggs, Water Resources Director

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

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 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 or otherwise recorded on computer diskettes, 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 fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. 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.

3.6.3.2 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.

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

3.6.3.4 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.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 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.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees,

subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 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.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles 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.

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

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

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Consultant shall 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 do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 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.

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

3.6.15 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.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 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.

3.6.18 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. 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.

3.6.19 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.

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

3.7 Subcontracting.

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

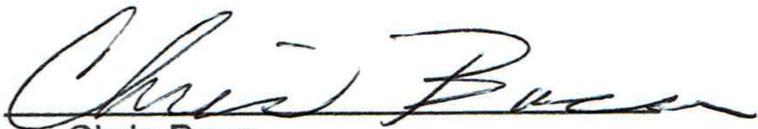
SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF POMONA AND WILLDAN
ENGINEERING

CITY OF POMONA

WILLDAN ENGINEERING

By: _____
Anita Scott
City Manager

By: 
Chris Baca
Director of Construction Management &
Inspection

Attest:

City Clerk

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Consultant shall provide construction management, material sampling, and inspection services associated with five (5) Capital Improvement Program (CIP) projects. The projects include construction of water main, sewer main, and stormwater infrastructure.

The following tasks are included in this scope of services:

Task 1 – Execute City Project Approach for CIP Project Completion.

The following five (5) water resources projects require construction management, inspection, and material sampling services.

- 1) "Annual Water Main Replacement" – Proj. No. 595-95022
- 2) "Ellen Place" – Proj. No. 595-95029
- 3) "Sewer Pipeline Replacement" – Citywide (Phase IV) – Proj. No. 538-86022
- 4) "Water Facilities – Water Resources Building Site and Street Improvements" – Proj. No. 528-95089
- 5) "Runoff Capture and Water Quality Improvements at Various Locations" – Proj. No. 528-71073

Consultant shall inspect all of the work that is constructed per the design plans. Track the progress of construction, review submittals, and provide review comments and field construction resolution for all construction issues. Report to the City on the progress of construction and all technical and economic parameters of the project.

Consultant shall provide the following documentation and services:

- Ensure that response documents corresponding to situations that might impact a potential claim are generated and produced directly and in a timely manner. Use best practices set forth in the Caltrans Construction Manual.
- Thorough and timely documentation of change order circumstances to minimize unresolved claims and to provide City approval of change order funding. In addition, value engineering is required for lump-sum change orders.
- A routine system of supervision of field personnel to provide consistent quality control of field operations. Consultant shall routinely cycle around to all projects and review the project files of their assigned inspectors. The inspectors shall inform and consult with the construction engineering staff in the case of any potential claim on their project.
- Be cognizant of public relations. Consultant shall have significant experience in dealing successfully with the public. Consultant's day-to-day continuous work shall give attention to being politically conscious of public relations ramifications.
- As part of Consultant's standard policy, the construction phase shall include communication between the inspection staff, contractor, city staff, and survey crew. The Consultant shall be responsible for maintaining communications, facilitating open lines of communication at all times, including bringing team members together at appropriate points during construction.
- All communications by consultants that the City has under contract, P.O.'s etc., must state that the consultant is "under contract with the City of Pomona". This is

especially important for letters, memos, notices, etc. to residents and other agencies, and the statement must appear on all communications from City contracted consultants.

- Consultant's invoicing shall include all information as required by City. All invoicing associated with these projects shall clearly show (retention items below are typically only applicable to Contractor's invoices):
 1. Project Name
 2. Project Number
 3. Purchase Order Number
 4. Invoice Date
 5. Invoice Number (Unique & Progressive)
 6. Progress Payment Number
 7. Original Total Contract Amount
 8. Previous Change Order Amount
 9. Total Change Order Amount
 10. Revised Total Contract Amount
 11. Gross Earnings to Date
 12. Retention Percent
 13. Retention Total Amount Withheld
 14. Net Earnings (Gross - Total Retention)
 15. City agreed total project percent complete for Consultant
 16. Revised Earnings amount based on City agreed percent complete for Consultant
 17. Invoice amount based on revised earnings for Consultant
 18. Payment for this Invoice
 19. Retention Amount withheld for this Payment
 20. Consultant Letterhead on Consultant Invoice
 21. Contractor Letterhead on Contractor Invoice
 22. City's Monthly Payment Estimate by Consultant with approval by City
 23. Contractor's Itemized Quantities
 24. Original Signature's
 25. Back-Up Documents
 26. Task item details, extensions, and sub-totals based on compensation rate schedule, hours worked by named and rated staff, and agreement scope tasks for Consultant.
 27. Original Invoice
 28. Emailed copies of the above documents may be processed for payment.

City forms and information handouts will be made available to the CONSULTANT.

Weekly Status Reports: From the date of this agreement through the date the Consultant's associated purchase orders are closed by the City, the Consultant shall provide a weekly status report in a mutually agreed upon format to include the following at a minimum:

- **WEEKLY STATUS REPORT FOR [City Project Title, City Project Report Number]**
- **REPORT DATE:**
- **PERIOD COVERED: (Month/Day) to (Month/Day)**

I. Significant Events:

Provide summary of any meetings and/or discussions which have transpired during current reporting period. Include the description of any decisions reached along with related project impacts. Also, provide summary of events (i.e. plan submittals, task completions, etc.) which have occurred during current reporting period.

II. Progress to Date:

Provide summary of percentage of design effort completed to date.

III. Anticipated Problem Areas:

Note any schedule slippage or pending items with description of impacts, if any, to remaining work. Include name of person or agency with lead in resolving issues.

IV. Schedule:

Establish target dates of milestone events (i.e. plan check submittals, plan approvals, permit issuance, etc.). Note actual date of event occurrence as work progresses.

V. Upcoming Significant Events:

This section should be used to describe events or actions that are expected to occur during the next reporting period.

VI. Utility/Agency Coordination:

Provide summary of interface and/or coordination with any utility/agency impacting the project. Describe general status of efforts along with summary of any meetings which have occurred during current reporting period. Include expected actions of utility/agency with names of those effecting the actions, and approval/acceptance dates for all utilities/agencies/entities affecting the project.

VII. General Unforeseen Project Impacts:

Use this section to cover any project-oriented topics not specifically covered above.

Task 2 – Construction Management (CM) Services.

Provide administration of the contracts for construction as set forth below and as provided in the General Conditions of such contract(s) for construction in cooperation with the Design Engineer. Act as Resident Engineer, coordinate, and cooperate with the City Project Manager and Design Engineer as needed and as possible to perform Contract Administration.

Control, Coordinate, Process and Perform Work/Project. Provide administrative, management and related services as required to control, coordinate, process, and perform the work, payment, and all other necessary activities of the Contractors with the activities and responsibilities of the CM, the City, and the Design Engineer to complete the City's objectives for costs, time, payments, record keeping, compliance with project requirements and applicable policies and regulations, and quality. All work, invoices, payments, processing, etc. will be performed based on City's individual project names and numbers.

CONSULTANT shall also provide the following:

1. Assist City with public awareness and an information program to keep residents and local interests advised of project status, and impacts to traffic flow circulation, including answering questions from the public about the project. Attend City-sponsored staff and public meetings, as requested by the City for the duration of the project.
2. Schedule and conduct preconstruction conference, and prepare preconstruction conference agenda, minutes and distribute to attendees.
3. Review Contractor's safety program in consultation with City staff. The CM's responsibilities for monitoring the safety program shall not extend to direct control over or charge of the acts or omissions by the Contractor, subcontractors, agents or employees of the Contractor, or subcontractors.
4. Log, track, and process submittals, Request for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
5. Review submittals, and requests necessary for the prosecution of the project(s) included in the contract and as required by the City. Closely review schedule and advise contractor to take action on schedule slippage.
6. Assume responsibility for coordination with contractor, construction inspection staff and City staff.
7. Receive and review labor compliance documentation from public works inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
8. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements
9. Evaluate and respond to Contractor's requests for clarification of plans and specifications.
10. Maintain all data for change orders, and record information with regard to the time of dispute, time of notification by the Contractor, and action taken by the inspector.
11. Negotiate and prepare change orders for City approval, including memorandum of explanation, including cost estimates to substantiate change order costs, and provide for review by City.
12. Monitor materials documentation and testing results and enforce corrections.
13. Monitor preparation of punch list at substantial completion and follow up.
14. Routinely review construction files to ensure conformance to agency standards and good construction management practice.
15. Verify that all required permits and bonds have been obtained by all Trade Contractors and sub-contractors, and forwarded to the appropriate City personnel and other agencies.
16. Ensure that the Contractor distributes public construction notices and places construction and information signs.
17. Provide a key personnel directory with contact information.
18. Prepare and provide for the City's CIP Administrator's review and acceptance "Project Schedules" using the critical path method (CPM).

19. Document Contractor's 20-day Notices, Mechanic's Liens, and Stop Notices.
20. Assist City with Stop Notices and Release of Retention.
21. Prepare the resident engineer's file in conformance with Caltrans Local Procedures Manual, including preparation of the necessary form documentation required.
22. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
23. Coordinate with utility companies, other agencies, and the City's Building Department for permit inspection, if necessary.
24. Monitor environmental mitigation measures full conformance.
25. Prepare weekly statement of working days and submit to the Contractor and the City.
26. Establish and conduct weekly construction progress meetings at the City's offices.
27. Prepare minutes for the weekly construction progress meeting.
28. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts, prior to contractor encounter.
29. Act as lead point of contact and take, initiate, and expedite all actions necessary to receive, monitor, manage, and resolve to the City Engineer's satisfaction all project concerns, requests, and questions by residents, property owners, businesses, others, and City officials.
30. Evaluate Contractor's cost reduction incentive proposals, if any, and provide recommendations to the City for acceptance or denial.
31. Monitor and perform immediate and thorough analysis of validity of all potential claims that may arise.
32. Ensure City received as-built set of drawings at completion.
33. Obtain from the Contractors lien waivers, bonds, guarantees, warranties, and other documents required by the Contract Documents for the final contract Closeout.
34. Provide memorandum of clearance to issue Notice of Completion.
35. Finalize and deliver all construction files and supplies to the City for archives.

Coordinate infrastructure warranty execution. Establish warranty repair procedures, which shall include a notification prior to the expiration of warranty period. As problems are identified by the City field staff, the CM shall investigate, document, and, if needed, coordinate required repairs, with the responsible contractor(s).

Deliverable: Generate documents that support this scope of work. All associated documents, tables, figures, drawings, photos, and schedules shall be presented in Word, Excel, PDF, and MS Project Gantt chart format. Create a virtual web-based database for all associated documents and reference data.

EXHIBIT "B"
SCHEDULE OF SERVICES

Project Schedule: Consultant shall provide a time and task schedule in Microsoft Project indicating their ability to complete the project work within the specified timeframe. Block tasks are to be expanded appropriately to present an outline of the firm's understanding of the primary tasks and subtasks associated with the overall project.

Deliverable: Generate a report identifying the findings from the existing area adjacent to the proposed alignments. This report must be submitted in digital format as a Word or PDF document.

Task Description	Duration (Days)	Hours
Kick-Off Meeting Per Project	1 day	4
Provide Work Plan	5 days	8
Preconstruction Meeting Per Project	1 day	4
Submittal Review Per Project	12 days	24
Show Drawing Review	12 days	24
Notice to Proceed Per Project	1 days	2
Pre-construction Photos & Video Per Project	2 days	8
Total Contract Time (Inspection)	300 days	2400
Contractor	5 days	12
Provide Residential Notices	4 days	8
Mobilization	8 days	64
Pothole	10 days	80
Utility USA	10 days	40
Utility Tie-Overs Per Project	30 days	240
Residential Tie-Overs Per Project	90 days	720
Punch List	90 days	180
Submit Photos Final Construction Photos	3 days	18
Prepare Notice of Completion	4 days	8
As-Built Drawings	10 days	10
Provide Final Set of Construction Files	5 days	30

EXHIBIT "C" COMPENSATION

The total contract amount for the Project shall not exceed \$1,320,730.00.

Resource Description	PROJECT MANAGER (\$150/Hour)	CONSTRUCTION MANAGER (\$185/Hour)	CONSTRUCTION INSPECTOR* (\$166/Hour)	Water Sampling (\$225/Hour)	Material Testing Technician* (\$166/Hour)	Clerical (\$120/Hour)	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
PRECONSTRUCTION ACTIVITIES	1	120	50			2	\$30,890	\$150	\$31,040
MOBILIZATION & DEMOBILIZATION		50	100				\$25,850	\$0	\$25,850
CONSTRUCTION MANAGEMENT	1	1918				16	\$356,900	\$0	\$356,900
CONSTRUCTION INSPECTION			4400				\$730,400	\$0	\$730,400
QSD/QSP	1	274				2	\$51,080	\$0	\$51,080
LANDSCAPING			160				\$26,560	\$0	\$26,560
DROUGHT TOLERANT			180				\$29,880	\$0	\$29,880
SAMPLING (EA)				30			\$0	\$6,750	\$6,750
CONCRETE TESTING					160		\$26,560	\$1,200	\$27,760
PAVEMENT TESTING					160		\$26,560	\$1,200	\$27,760
<i>Total Hours</i>	3	2,362	4,890	30	320	20	\$1,311,430	\$9,300	\$1,320,730

Schedule of Fees: The fees shall include all necessary resources including labor, material, and transportation required to provide the services outlined in the scope of work. The costs for the Project shall be considered to include all direct and indirect costs and reproduction (copying), inclusive of identified subconsultants who are included or involved in performing the work. This project and associated tasks will not be considered complete until the project and associated tasks are accepted by the City.

Overtime shall be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%).

For subconsultant management fee(s), Consultant shall invoice City for no more than the actual cost of each subconsultant services plus a fifteen percent (15%) maximum markup.

For prevailing wage classifications, any increase [DC1.1][MD1.2][HN1.3][MD1.4][HN1.5] will be per the prevailing wage increase set by the California Department of Industrial Relations.

*Field Rep hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

Contract Type, Overhead Rate and Fee: Consultant shall provide City with a fee proposal for unforeseen work which will impact the scope of work. Consultant shall obtain authorization before proceeding with unforeseen work. The fee proposal shall be based on a-time-and-

material, not to exceed fee. The not-to-exceed fee shall be calculated as the total of the individual time and material fees that are to be assigned to each of the individual tasks. The Time and material, not to exceed fee provided shall be considered to include all direct and indirect costs, inclusive of identified subconsultants who are included or involved in performing the work, as well as associated shipping, delivery, reproduction, and related costs.

Payment for Consultant’s services will be monthly upon the submittal by Consultant of an invoice to City. Payments will be authorized based on the time and material expended up to, but not beyond, the estimated percent complete for each individual task. In addition, at no time will total payment exceed the total estimated percent complete, as determined by the City, and 100% total completion requires among other tasks bidding, award, pre-construction meeting, construction completion, filing of notice of completion, release of contractor retention, City acceptance of as-builds, and construction project closeout.

Permit Fee(s): City shall pay traffic control permit fees.

Hourly Rate Schedule

DESIGN ENGINEERING		DESIGN ENGINEERING Cont'd	
Technical Aide I	\$83	Principal Project Manager	\$247
Technical Aide II	\$106	Program Manager I	\$203
Technical Aide III	\$124	Program Manager II	\$215
CAD Operator I	\$132	Program Manager III	\$235
CAD Operator II	\$153	Assistant Engineer I	\$146
CAD Operator III	\$170	Assistant Engineer II	\$160
GIS Analyst I	\$169	Assistant Engineer III	\$169
GIS Analyst II	\$185	Assistant Engineer IV	\$180
GIS Analyst III	\$193	Associate Engineer I	\$189
Environmental Analyst I	\$149	Associate Engineer II	\$198
Environmental Analyst II	\$166	Associate Engineer III	\$202
Environmental Analyst III	\$177	Senior Engineer I	\$205
Environmental Specialist	\$191	Senior Engineer II	\$210
Designer I	\$174	Senior Engineer III	\$213
Designer II	\$181	Senior Engineer IV	\$217
Senior Designer I	\$190	Supervising Engineer	\$226
Senior Designer II	\$199	Traffic Engineer I	\$226
Design Manager	\$205	Traffic Engineer II	\$241
Senior Design Manager	\$212	City Engineer I	\$241
Project Manager I	\$192	City Engineer II	\$247
Project Manager II	\$213	Deputy Director	\$255
Project Manager III	\$223	Director	\$261
Project Manager IV	\$241	Principal Engineer	\$278

BUILDING AND SAFETY		BUILDING AND SAFETY Cont'd	
Code Enforcement Technician	\$109	Senior Construction Permit Specialist	\$155
Code Enforcement Officer	\$125	Supervising Construction Permit Specialist	\$164
Senior Code Enforcement Officer	\$147	Assistant Building Inspector	\$147
Supervisor Code Enforcement	\$178	Building Inspector	\$164
Fire Plans Examiner	\$178	Senior Building Inspector	\$178
Senior Fire Plans Examiner	\$195	Supervising Building Inspector	\$195

Fire Inspector	\$164	Inspector of Record	\$208
Senior Fire Inspector	\$178	Assistant Building Official	\$185
Fire Marshal	\$210	Deputy Building Official	\$211
Plans Examiner Aide	\$117	Building Official	\$211
Plans Examiner	\$178	Plan Check Engineer	\$204
Senior Plans Examiner	\$195	Supervising Plan Check Engineer	\$206
Assistant Construction Permit Specialist	\$125	Principal Project Manager	\$247
Construction Permit Specialist	\$131	Deputy Director	\$255
		Director	\$261
PLANNING		CONSTRUCTION MANAGEMENT	
CDBG Technician	\$88	Labor Compliance Specialist	\$150
CDBG Specialists	\$106	Labor Compliance Manager	\$188
CDBG Analyst	\$125	Utility Coordinator	\$172
CDBG Coordinator	\$156	Office Engineer I	\$151
CDBG Manager	\$188	Office Engineer II	\$165
Housing Program Coordinator	\$156	Assistant Construction Manager	\$172
Planning Technician	\$134	Construction Manager	\$191
Assistant Planner	\$167	Senior Construction Manager	\$207
Associate Planner	\$181	Resident Engineer I	\$215
Senior Planner	\$206	Resident Engineer II	\$216
Principal Planner	\$215	Project Manager IV	\$241
Planning Manager	\$228	Deputy Director	\$255
Deputy Director	\$255	Director	\$261
Director	\$261	LANDSCAPE ARCHITECTURE	
MAPPING AND EXPERT SERVICES		Assistant Landscape Architect	\$157
Survey Analyst I	\$151	Associate Landscape Architect	\$181
Survey Analyst II	\$174	Senior Landscape Architect	\$199
Senior Survey Analyst	\$187	Principal Landscape Architect	\$211
Supervisor - Survey & Mapping	\$209	Principal Project Manager	\$247
Principal Project Manager	\$247	ADMINISTRATIVE	
INSPECTION SERVICES		Administrative Assistant I	\$102
Public Works Observer	\$159	Administrative Assistant II	\$123
Senior Public Works Observer	\$159	Administrative Assistant III	\$144
		Project Accountant I	\$116
		Project Accountant II	\$136
		Project Controller I	\$144
		Project Controller II	\$163

Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate.

Fee schedule is valid July 1, 2025, thru June 30, 2026. Rates may increase or reduced once per year to the value between the 12-month percent change of the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA, January to January.