

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT (“AGREEMENT”) is entered into on May 19, 2026 (“Effective Date”) by and between the CITY OF POMONA (“the CITY”) and Acton Architecture, Inc. a Stock corporation (“CONSULTANT”), with its primary business location at 2519 3rd st La Verne, Ca 91750. The CITY and CONSULTANT may be individually referred to herein as the Party and collectively as the Parties.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to provide Architectural services for the Renovation of La Casita Teen Center at Palomares Park (the “Project”);

WHEREAS, CONSULTANT is willing to perform the services defined herein for the Project; and

WHEREAS, CONSULTANT represents that the principal representative stated below is authorized to act as such on behalf of CONSULTANT.

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This AGREEMENT is entered into on the effective date and shall continue until completion of the Project, or October 2027, whichever occurs first. An amendment to extend the term of this AGREEMENT shall require a written amendment fully executed by the Parties at least 30 days prior the date the AGREEMENT expires.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE. The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications must be given, are as follows:

A. The principal representative of the CITY is:

Meg McWade
City of Pomona
Public Works Department
505 South Garey Avenue
Pomona, CA 91766
(909)620-2291

B. The principal representative of the CONSULTANT is:

Matt Acton, NCARB
Acton Architecture, Inc.
2519 3rd Street
La Verne, Ca 91750
(909) 344-2728

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and effected by personal delivery or by mail. Formal notices and demands sent by E-mail or facsimile are not valid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed,

written notice shall be given within five calendar days of said change.

3. RETENTION. The CITY retains CONSULTANT to provide Architectural services in accordance with this AGREEMENT. CONSULTANT agrees to render such services on the terms and conditions stated herein.

4. SCOPE OF SERVICES. The scope of services to be provided is set forth in the attached Scope of Services, which is made Exhibit "A" to this AGREEMENT.

5. COMPENSATION. The CITY agrees to pay CONSULTANT for the services set forth in the aforementioned Scope of Services.

A. CONSULTANT agrees that the fees for services may not exceed the authorized amount of \$668,416, as set forth in Exhibit "B," attached hereto, unless the CITY has given specific advance approval in writing.

B. Within 30 days of receipt of invoices, the CITY will pay undisputed invoice balances. Within 30 days of receipt of invoices the CITY will notify CONSULTANT of any disputed amount.

C. Withholding Compensation.

1. After the CITY gives CONSULTANT a notice of a performance deficiency, including a time for correcting deficient performance, the CITY may, at its sole option, withhold compensation for nonperformance when CONTRACTOR fails to correct performance deficiencies.
2. Ongoing or recurring deficiencies are considered separate non-performance events each time CONSULTANT fails to correct deficiencies, after which each day is an additional occurrence subject to withholding of compensation.

6. INDEPENDENT CONTRACTOR.

A. CONSULTANT is an independent contractor. As such, CONSULTANT has no power or authority to incur any debt, obligation or liability on behalf of the CITY, unless such authority is expressly conferred under this AGREEMENT. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. CONSULTANT expressly waives any claim to any such right.

B. The personnel performing services under this AGREEMENT on behalf of CONSULTANT will, at all-times be under CONSULTANT's exclusive direction and control. Neither the CITY, nor any of its employees, have any control over the manner, mode, or means by which CONSULTANT, its agents, or its employees, perform the services required herein, except as otherwise stated in this AGREEMENT. The CITY has no voice in the selection, discharge, supervision or control of CONSULTANT's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. CONSULTANT will perform services under this AGREEMENT as an independent contractor and will, at all times, remain a wholly independent contractor. The CITY does not, in any way or for any purpose, become, nor may it be deemed a partner of CONSULTANT in the latter's business or otherwise a joint venture or member of any joint enterprise with CONSULTANT.

7. ECONOMIC INTEREST STATEMENT. CONSULTANT hereby acknowledges that, in accordance with Government Code Section 87300 and the Conflict of Interest Code adopted by the CITY hereunder, CONSULTANT is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work. The extent of CONSULTANT's disclosure requirements is set forth in the Written Determination of the City Manager of the CITY, attached hereto as Exhibit "C."

8. PERS INDEMNITY.

a. In the event CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT will indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement do not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution or employee contributions for PERS benefits.

c. CONSULTANT is solely responsible for compliance with PERS restrictions applicable to any of CONSULTANT's employees, agents, or subcontractors.

9. INDEMNITY AND INSURANCE.

a. **INDEMNITY.** CONSULTANT hereby agrees to protect, indemnify and hold the CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries including employees of the CITY, death or damages injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT's negligent performance hereunder.

b. **INSURANCE.** CONSULTANT will procure and maintain at all times during the term of this AGREEMENT insurance as set forth in Exhibit "D" attached hereto.

10. PREVAILING WAGE LAW. 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 the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Moreover, as required by Labor Code 1860, CONSULTANT shall secure the payment of compensation to CONSULTANT’s employees in accordance with the provisions of Labor Code Section 3700. CONSULTANT shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. 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 CONSULTANT’s principal place of business and at the project site. 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.

REGISTRATION. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then under Labor Sections 1725.5 and 1771.1, the CONSULTANT and all sub consultants must be registered with the Department of Industrial Relations, CONSULTANT shall maintain registration for the duration of the project and require the same of any sub consultants, and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.1 and 1771.1.

11. OWNERSHIP OF WORK PRODUCT. All reports, documents, or other written material developed by CONSULTANT in the performance of this AGREEMENT are and remain the property of the CITY without restriction or limitation on their use or dissemination by the CITY. Such material may not be the subject of a copyright application by CONSULTANT. Any re-use by CITY of any such materials on any project other than the project for which they were prepared is at the sole risk of CITY unless CITY compensates CONSULTANT for such use.

12. CONFIDENTIALITY. Employees of CONSULTANT, in the course of their duties, might have access to financial, accounting, statistical, and personnel data of private individuals and employees of the CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the CITY. The CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to the CITY upon the termination of this AGREEMENT. CONSULTANT’s covenant under this Section survives the termination of this AGREEMENT.

13. TERMINATION FOR CONVENIENCE The CITY may terminate this AGREEMENT at any time without cause by giving 30 calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid only the total amount equal to the service that CONSULTANT has provided, to the CITY’s satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

14. TERMINATION FOR CAUSE. If for any reason, CONSULTANT fails to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT violates any of the covenants or stipulations of this AGREEMENT, the CITY then has the right to terminate this AGREEMENT by giving a five-calendar-day written notice to CONSULTANT. The notice must refer to this clause, specify the nature of the alleged default, and specify the effective date of the termination. CONSULTANT will be paid a total amount equal to the service CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided in this AGREEMENT.

15. ASSIGNMENT AND SUBCONTRACTING. Neither party may assign or subcontract the rights or responsibilities under this AGREEMENT without the express, written consent of the other party, which may be withheld for any reason or for no reason.

16. STANDARD. CONSULTANT agrees that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT will re-perform any of said services that are not in conformity with industry standards, as determined solely by the CITY. CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service.

17. RESOLUTION OF DISPUTES.

a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT must, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

b. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

18. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder are suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

19. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this AGREEMENT, CONSULTANT may not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

20. SEVERABILITY. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being impaired or invalidated in anyway.

21. GOVERNING LAW. This AGREEMENT is governed by and must be construed

in accordance with laws of the State of California. In the event of litigation between the parties, venue of state trial courts lies exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California.

22. COMPLIANCE WITH LAWS.

a. CONSULTANT shall keep informed of, and comply with, State, Federal, and local laws, ordinances, codes, and regulations that in any manner affect the CONSULTANT's performance of this AGREEMENT. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations.

b. CONSULTANT shall obtain a CITY Business License prior to commencing performance under this AGREEMENT.

c. If CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to the California Corporations Code.

d. The CITY, its officers, and employees, shall not be liable at law or in equity occasioned by CONSULTANT's failure to comply with this Section.

23. NON-WAIVER. The CITY's waiver of any breach of any provision of this AGREEMENT shall not be deemed a waiver of any other provision of this AGREEMENT and shall not be deemed a waiver of any subsequent breach of the same provision or any other provision. The CITY's payment to CONSULTANT shall not constitute a waiver of any breach or default which may then exist on the part of the CONSULTANT. The CITY's payment to CONSULTANT shall not impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

24. ENTIRE AGREEMENT. This AGREEMENT, together with Exhibits, supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all Parties.

25. COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE. When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, CONSULTANT shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, CONSULTANT shall also certify compliance with the Russian Sanctions Program by completing the form (Russian Sanctions Certification), attached hereto and incorporated herein by reference. CONSULTANT shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

26. FEDERAL GRANT REQUIREMENTS

a. CONSULTANT acknowledges that the Project is funded in whole or in part with federal funds provided through the U.S. Department of Housing and Urban Development ("HUD") under FY 2023 Community Project Funding Grant Agreement No. B-23-CP-CA-0241 (the "Grant"). CONSULTANT agrees to comply with all applicable federal statutes, regulations, executive orders, and HUD requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 24 CFR regulations, and all terms and conditions of the Grant.

b. All applicable provisions required by federal law or the Grant are hereby incorporated by reference into this Agreement as though fully set forth herein. In the event of a conflict, federal requirements shall control.


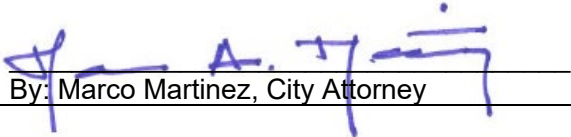
c. CONSULTANT shall ensure that all services, deliverables, and project activities comply with applicable HUD requirements and shall be responsible for ensuring compliance by its employees, agents, and subconsultants.

d. CONSULTANT shall include all applicable federal requirements in all subcontracts and shall ensure that all subconsultants comply with such requirements.

27. RECORDS AND AUDIT. CONSULTANT shall maintain all records related to this Agreement in accordance with 2 CFR Part 200, including but not limited to financial records, supporting documents, statistical records, and all other records pertinent to the federal award, for a period of at least four (4) years after final payment or project closeout. CONSULTANT shall provide access to such records to the CITY, HUD, the U.S. Comptroller General, and their authorized representatives for purposes of audit, examination, or inspection.

28. REPORTING REQUIREMENTS. CONSULTANT shall provide all information, documentation, and support reasonably requested by CITY to enable CITY to comply with HUD reporting requirements, including but not limited to reporting through HUD's Disaster Recovery Grant Reporting system and other federal reporting systems.

IN WITNESS WHEREOF this Agreement is entered into by the Parties hereto on the dates set forth below.

CITY OF POMONA By: _____ Anita Scott, City Manager Date: _____	CONSULTANT By:  _____ Print: MATT ACTON , NCARB Its: PRINCIPAL Date: 05/18/2026
ATTEST _____ Rosalia Butler, City Clerk	
APPROVED AS TO FORM:  By: Marco Martinez, City Attorney	

Approved by City Council on

EXHIBIT "A"

SCOPE OF SERVICES

I. SCOPE OF SERVICES

This Scope of Services hereby includes as necessary and required reference documents the following Attachments:

On-Call Maintenance Services Agreement;
Exhibit B, Compensation;
Exhibit C, Written Determination;
Exhibit D, Insurance Requirements;
Exhibit E, Project Location Map
Exhibit F, Grant Provision
Exhibit G, Schematic Drawings

The CONSULTANT may or may not be requested to provide any or all the following services, at the CITY's option, depending on CITY staff and project budget availability. The CONSULTANT includes all the following services in their services and fees:

GENERAL SERVICES

1. All work and services required and not included elsewhere under other tasks below for detailed design, PS&E, inspection, construction management, grant administrations, as-builts, and closeouts, etc. shall be included under this General Services task and corresponding General Services sub-tasks.
Consultant shall perform all work and services, and prepare all documents in accordance with the Grant Contract Provisions as provided in Attachment F.
2. CONSULTANT shall prepare Plans, Specifications and Estimates (PS&E's) and shall provide other services, such as community outreach. The final PS&E's and all associated work involved with this Scope of Services shall be separated into the following phases (a. through viii.), and corresponding separate bid and construction packages (also, Consultant shall combine further and/or provide as base bids or additive alternates – as directed by the City):
 - a. New Teen Tech Center: The room design shall consider similar facilities to The Teen Tech Center at Weingart East Los Angeles YMCA.
 - b. Streaming Room
 - c. Public Restrooms
 - d. Music Rooms

- e. Fiber Optic Installation
- f. Site Work

3. CONSULTANT shall also include in Final Design Fees all costs needed for re-packaging and combine further and/or provide as base bids or additive alternates the above phases of these projects – as directed by the City. Consultant shall provide estimating for three (3) different permutations/re-packaging and two (2) different resulting bid packages.

- Coordination, submittals, and plan approvals and permitting from CITY Building & Safety (permit and review fees paid directly by CITY)
- Coordination, submittals, and plan approvals and permitting from all other wet and dry public and private utilities (permit and review fees paid directly by CITY)
- Coordination, submittals, and plan approvals and permitting from Southern California Edison (permit and review fees paid directly by CITY) (SCE)

4. Intentionally Omitted.

5. Time of Project Completion:

The CONSULTANT shall commit sufficient qualified staff to meet the schedule. The CONSULTANT SHALL adhere to the milestone/task dates, identified below, to maintain the overall project schedule.

Task for Renovation of La Casita Teen Center at Palomares Park	Date
Award of contract to CONSULTANT	Late-January, 2026
Conditional Notice to Proceed	Early-February, 2026
Completion of PS&E and Approvals/Permits	Early-June, 2026
Bidding Support	Early-July, 2026
Award of Construction Contract	Early-August, 2026
Pre-construction Meeting	Early-September, 2026
All work and invoicing complete	Early-October, 2027

a. Meetings, Schedule Updates, and Progress Reports

The CONSULTANT shall propose and coordinate all meetings as may be necessary to complete the scope of work of the project to the satisfaction of the CITY, including the review meetings outlined in this agreement. All meetings shall be held at the City’s offices unless the CITY directs otherwise in writing or as otherwise stated herein. The CONSULTANT’s performance schedule shall incorporate the review meetings with CITY staff and others, and shall address all design, administrative and management elements necessary to complete the work within the required timeframe.

The CONSULTANT shall have one (1) project manager for the project. The consultant's project manager will be the sole contact to City and agency staff. The project manager shall be solely responsible for coordinating all aspects of development of the project as well as quality assurance on all submittals to the City. In the event the CONSULTANT wishes to change the project manager, the principal of the consulting firm shall notify the City in writing of the change request. The City will review and approve/disapprove this request. In the event the City's project manager is to change, the City will contact the design consultant and inform them of such change.

The CONSULTANT shall coordinate, schedule, prepare for and facilitate all design team meetings, public meetings, Planning Commission, Parks Commission, and City Council meetings. Prepare all meeting agendas, presentations, public outreach materials (meeting letters and notices in English and Spanish), sign-in sheets, renderings, plan sheets, materials samples, etc., maintain record of meeting minutes, and respond to questions at:

- Two (2) Public/Outreach meetings (TBD)
- Two (2) meetings with stakeholders and City staff
- Two (2) City Parks and Recreation Committee meetings
- Two (2) City Council Meetings

The CONSULTANT shall provide a draft agenda and schedule update to the CITY Project Manager for each identified meeting, a minimum of 3 working days prior to the proposed meetings. The CONSULTANT shall prepare meeting agendas and progress schedules and shall incorporate the CITY's and others' comments and revisions to the satisfaction of the CITY. The CONSULTANT shall prepare meeting minutes for distribution to all attendees within 3 working days of the meeting.

Conduct meetings with funding and regulatory agencies as necessary to ensure project preliminary design will be permitted/approved by regulatory and funding agencies. Prepare meeting agendas and take minutes.

The CONSULTANT shall prepare and submit to the CITY Project Manager a bi-weekly project progress report. CONSULTANT shall also provide support to the CITY Project Manager during preparation of the Program Monthly and Quarterly Reports.

The CONSULTANT shall propose and coordinate all meetings as may be necessary to complete the scope of work of the project to the satisfaction of the CITY, including the review meetings outlined in this RFP. All meetings shall be held at the CITY's offices unless the CITY directs otherwise in writing or as otherwise stated herein. The CONSULTANT's performance schedule shall incorporate the review meetings with CITY staff and others and shall address all design, administrative and management elements necessary to complete the work within the required timeframe.

In addition to other meetings required elsewhere in this Scope of Services, the Consultant shall also set up and facilitate:

- Monthly In-Person Design Meetings
- Bi-weekly, and weekly as-needed, Virtual progress meetings
- Weekly In-Person Construction meetings

b. SCOPE ASSUMPTIONS

In addition to the other tasks in this Scope of Services, the selected CONSULTANT shall also provide the following services:

- i. Hold monthly meetings thereafter including preparation of meeting agenda distributed at minimum 3 working days prior to the meeting. Meeting minutes are required and shall be completed within one (1) week after the meeting.
- ii. Participation at community meetings and public hearings including preparing rendering and presentation materials, presenting information as necessary, and responding to questions.
- iii. Provide the required number of meetings to address design issues necessary for the project completion.
- iv. Prepare and submit bi-weekly written reports to update the CITY of the Project progress and schedule status.
- v. Conduct all necessary research to obtain records and documents in order to complete the project.
- vi. Scheduling, notification, and compilation of information for distribution to the public.
- vii. Attend CITY Council meeting(s) regarding the environmental documents.
- viii. The CONSULTANT's Scope of Services shall also provide all General Services, as-needed Design Services, Pre-Construction Services, Construction Services, Post-Construction Services, and Other Services, as well as as-needed professional design work, project management, and as-needed construction management, as-needed construction engineering, and as-needed inspection for: Protection of existing utilities to remain in-place.

B. DESIGN SERVICES

1. The project design shall be provided by the CONSULTANT to include New Teen Tech Center, Streaming Room, Public Restrooms, Music Rooms, Fiber Optic Installation, Site Work, and related works.
2. Shall the CONSULTANT be requested to design the **Renovation of La Casita Teen Center at Palomares Park** project, all designs shall be in accordance with

the City of Pomona's latest versions of the City's Standards, Specifications, City of Pomona Historic Preservation Design Guidelines, City Codes, California Building Codes, Ordinances, official Plans and Requirements, Los Angeles County Hydrology Manual and LACFCD Hydraulic Design Manual, and LID/ SWPPP/ SMARTS/ SUSMP Guidance. CONSULTANT team responses to the RFP shall include a complete project Scope of Work, Project Schedule, and a corresponding detailed list of proposed Deliverables. The proposed Scope of Work shall reflect the consultants understanding of the required work necessary to develop Project PS&E documents, acquire regulatory agency approval to advertise, and assist the City through the award of the project to the successful contractor.

3. CONSULTANT shall perform all work while also addressing that the project is within a designated City park.
4. CONSULTANT shall provide storm water, safe clean water, Clean Water Act, NPDES, MS4, SCAQMD, SMARTS, SUSMP, State of California Licensed Civil Engineer, and QSD certified, to provide written letter recommendations and opinions regarding how the City may accomplish the Renovation of La Casita Teen Center at Palomares Park project while minimizing cost impacts of needed storm water quantity and quality improvements. Consultant will provide recommendations that comply with the latest MS4 NPDES Permit issued to LA County and 85 cities (including Pomona) within LA County.
5. CONSULTANT shall provide geotechnical work needed to support the design for the Renovation of La Casita Teen Center at Palomares Park. CONSULTANT shall provide potholing work to support the design.
6. Estimates by the CONSULTANT shall evaluate, identify and list all work items by CONSULTANT and ALL others (CITY, Consultants, Agencies, Contractors, etc.) with associated costs for everything needed for competition of the projects from the beginning of design to final design and final construction acceptance project, with unit pay items.
7. a. The CONSULTANT shall have on staff and provide State of California registered Civil Engineers, experienced and qualified to prepare engineering plans, specifications, and estimates for the design work. These same professionals, if needed, shall sign, seal, and date all PS&E and related memorandums, letters and reports prepared under their supervision associated for this(these) project(s), and be available and involved with the bidding and construction of this project (for design, oversight, Construction Engineering, RFI's (Requests for Information), RFC's (Requests for Clarifications or Changes/Change Orders, etc.)

b. CONSULTANT shall include in the PS&E and contract documents coordination clause for contractor to coordinate with all agencies, utilities, and others, potentially

impacted by La Casita Teen Center at Palomares Park work; and CONSULTANT shall include requirement for all other said entities, service and work, to take priority over the resultant La Casita Teen Center at Palomares Park contractors planned work. CONSULTANT shall include that Contractor's staff and suppliers, and Sub-Contractor's staff and suppliers shall park their vehicles as directed by the City.

8. DATA COLLECTION, UTILITIES, SURVEY, & STUDIES

7.1. Records & Requirements Search

CONSULTANT shall perform record and data search consisting of pulling CITY information from CITY files, scanning/saving digital and hard copies, and immediately returning/re-filing same, acquiring existing available survey information (assessor maps, County Recorder's office property descriptions, tract maps, parcel maps, records of survey, etc.), traffic study, parking study, and utility information. In addition, the CONSULTANT shall document contact and coordinate with all other public and private agencies/entities/jurisdictions involved to inform them about the project and obtain their records, approval, and permit requirements. CONSULTANT shall also investigate and report on the feasibility of using recycled water for the project. CONSULTANT shall conduct a utility search, with the accuracy of quality being dependent on the accuracy of the existing records and other information provided to CONSULTANT.

CONSULTANT shall perform hydraulic and hydrology analyses and studies, and provide corresponding reports, plans, designs, and details for drainage improvements in the vicinity of the La Casita Teen Center. Tributary areas and outlets shall be included in the analysis, prepare, and provide a drainage report.

CONSULTANT shall also subsequently perform and provide drainage improvement design with plans, profiles, specifications and details to the CITY Engineer's satisfaction and to collect and infiltrate storm water by designing for positive drainage and installing catch basins infiltrate lines and connection pipes to existing storm drain lines in the vicinity of the La Casita Teen Center work, per CONSULTANT's hydraulic analysis and drainage report.

A. Utilities & Substructure Coordination & Design

CONSULTANT shall identify and plot all utility facilities within the project area and coordinate with all utility companies affected by the project. All utility relocation and adjustments to grade shall be processed and permitted with all agencies and utility companies. The CONSULTANT shall coordinate and notify the CITY of any costs to be paid by the CITY for utility relocations for completion of the 50% design process. The CONSULTANT shall track the progress/schedule of the utility company responses and relocation plan preparation in order to have the utility facility relocated prior to construction and ensure final approved utility relocation plans are documented in the CITY construction plans and the number of working days required by the Utility to

construct their facilities clearly identified in the Special Provisions. Consultant shall provide initial, interim design, and pre-construction written notifications to utility companies regarding the proposed work and shall track and report the City updates bi-monthly.

Provide application and processing services to obtain CITY meter addresses for all new utility services. Coordinate relocated utility services with utility company. Ensure meter relocation work is identified and specified in the contract documents.

Prepare a utility exhibit with information notes existing alignment and substructure conflicts. Plot utility information on plans and verify no design conflicts still exist. Redesign proposed facilities to avoid substructure conflicts. Provide correspondence tracking matrix and copies of all utility correspondence to the CITY's PM.

- b. **Utility Information Request** - CONSULTANT shall request utility companies provide location, size, type of pipe and type of facilities within the project limits with commencement of design. This notice is forwarded concurrently with commencement of design.
 1. Utility Preliminary Design & Technical Memos

CONSULTANT shall research the project, collect data, and perform field reconnaissance, as required to define project/design requirements and understand its constraints. Include any research required to gain an overall understanding of the City of Pomona, Water and Sewer, and the CITY and Los Angeles County storm drain infrastructure.

Consultant shall provide preliminary layout of the proposed water/sewer/storm drain/ all utilities recycled water showing basic components such as gate valves and appurtenances, impressed current nodes, etc.

The proposed alignment has many other utilities. Some of the utilities may use impressed currents to protect their pipelines from corrosion. Technical Memorandum shall cover CONSULTANT's plan to protect the proposed water/sewer/storm from stray current from existing impressed current system in the area.

Consultant shall provide Technical Memorandums to address issues/comments upon City and other utility reviews.

- a. **Prepare to Relocate Notice/Final Utility Notice Form** - CONSULTANT shall prepare and transmit CITY approved format notice and preliminary plans to all utility agencies to confirm that their facilities have been shown correctly on the plans and return redlined corrections, if necessary. If substructure

relocations/adjustments are needed, coordinate/determine the magnitude of the relocation, schedules and further coordination requirements. Request utility provides their prior rights documentation if the CITY is requested to pay for relocation costs.

- b. **Notice to Relocate** - CONSULTANT shall prepare and transmit three (3) separated different CITY approved format notices to relocate letters to each utility and send plans to utility agencies that are required to adjust or relocate their facilities due to project construction at 50%, 90%, and 100%. The CONSULTANT shall provide the utility company name, utility construction inspector's name and phone number for inclusion in the construction specifications and on cover sheet or first utility sheet of plan. See Potholing section for utilities requiring positive identification.
- c. **Potholing** - Coordinate with utility companies to obtain existing utility information and conduct potholing of existing utilities to collect/document field data. Potholed utility's locations shall be precisely documented using high accuracy tolerance within 6 inches horizontally and 1 inch vertically GPS and/or land surveying instruments. Incorporate utility potholing information in project plans to minimize utility conflicts and relocations.

Potholing of existing utilities shall include at least:

- 18 different utility lines
- 3 potholes of depth to 20ft
- 4 potholes of depth to 15ft
- 7 potholes of depth to 10ft
- 7 potholes of depth to 5ft

Deliverables

Prepare a pre-potholing exhibit prior to scheduling work. Provide CITY pothole information, report, and notes showing the location, horizontal and vertical size of excavation. Plot pothole information on plans and verify no design conflicts still exist. Redesign proposed facilities to avoid substructure conflict.

a. **Site Surveying**

- i. *Survey control points* – Set a minimum of four survey control points (at locations approved by City Engineer). Survey control points shall be based on the State Plane Coordinate system, Zone V and NAD 83 for horizontal control and vertical control based on NAVD 88. The consultant is advised that all field survey work that will be used for construction purposes at a later date be subject to prevailing wage requirements. All four control points shall be shown on the plans and appear in the CAD files tied to the existing and proposed elevations.

- ii. *Topographic base map* – Develop a topographic survey map (1' contour) of the project area that includes all surface features including buildings (all City and County buildings), park features, property lines, library and parking lots, curbs, sidewalks, plaza areas, grades/elevations, light poles, traffic signals, signal induction loops, signs, edge of pavement, power poles, drainage improvements, utility vaults, utility boxes, existing overhead and underground utilities (drainage, sewer, water, telephone, power, cable, natural gas, utility poles, guy wires, fire hydrants, valve boxes, hand-hole boxes, and vaults), all signage, fences, frontage streets, alleys, walls, trees, and spot elevations, street cross-sections at 25-foot stations with grade shots at grade breaks and vertical offsets extending far enough beyond the public right-of-way to design the project. Spot elevations shall be on grids:
 - Curb ramp, 5ft grid
 - Sidewalk, 10ft grid, except at Ramps
 - Buildings, structures, and at corners, 5ft grid
- iii. The surveyed base map sheets shall be submitted on 24"x36" sized sheets with a scaled of 1"=40' for plan view and 1"=4' for profiles.

9. RIGHT-OF-WAY / EASEMENTS

- a. Preparation of Legal and Plats by a California Licensed Land Surveyor for any potential right-of-way or easement needs on five (5) parcels;
- b. Preparation of Legal and Plats by a California Licensed Land Surveyor for any potential right-of-way or easement needs;
- c. Recordation of the legal and plats needed for the project;
- d. Show and label, and dimension the easements and right-of-way on plans;
- e. Field meet and layout right-of-way as well as easements on properties.

10. COMMUNITY OUTREACH/PUBLIC RELATION MEETING

- a. **General Public Meetings**

During the project development and construction document phase, a series of public meetings is required to be performed by the CONSULTANT. The purpose of these meetings is to provide the public with a "status report" of the project and periodic updates in terms of the project scope, schedule, impacts and coordination. These forums are critical to allow the community an opportunity to stay apprised of the CITY's activities in their neighborhoods and to receive public comment in relation to issues or concerns. For each meeting, the CONSULTANT will prepare the meeting agenda, handouts, renderings, and visual aids.

CONSULTANT shall also prepare, provide and perform advance outreach, including but not limited to, door-to-door neighborhood outreach, notifications, virtual and in-person meetings, visual aids Power Point Presentation and follow-up.

11. PAVEMENT/WALKWAY AND SOILS MATERIALS STUDY

- 10.1 The CONSULTANT shall perform a pavement/walkway evaluations and soils testing for the project area including deflection testing based on Caltrans' Method to evaluate existing pavement/walkway conditions. The final report should provide proposed recommendations for the entire street with special attention given to the widened segments of the street. In addition, percentage of water soluble SO_3 and agronomy/soil fertility testing are to be conducted for the purpose of compatibility with concrete design and with planting materials to ensure the survival and thriving of all proposed landscaping. CONSULTANT shall use this information in designing the concrete mix and providing recommendations for planting soil amendment.
- 10.2 The CONSULTANT shall use and be responsible for a geotechnical investigation and prepare reports for design and construction testing. The CONSULTANT shall provide soil data for use in structural calculations for the foundations designs, and for buildings, fences, and walls. The scope of services shall include:
- a. Project Set-up: Establish possible boring locations at structure locations, and earthwork areas, and corings for the walkway areas.
 - b. CONSULTANT shall perform substantial research, documentation, of City, County, and State roadway record/as-built plans, review all geotechnical information, photo document and other records, and provide resulting detailed related information in the PS&E along with identification of locations and depths of anticipated thicknesses of various existing pavement lifts/layers as well as types and thicknesses of existing pavement sections, especially underlying PCC, and underlying base aggregate layers.
 - c. CONSULTANT shall define in detail in/on the PS&E complete plans, details, and specifications for removal of pavement sections, other existing features, and underlying soils, relocations of various existing structures, as well as various needed back fill materials and amendments to properly allow for the structures and other landscape and hardscape improvements though-out the projects to properly support maximize the design life of all improvements.
 - d. Laboratory Testing: Soil samples shall be tested and evaluated for their engineering properties including moisture content and density of in-situ

soil samples, R-value, sieve analysis/particle size analysis, modified proctor, expansion index, maximum density, sand equivalent, pH, chloride, sulfate and electrical resistivity, direct shear and consolidation.

- e. Engineering Analysis and Report: Report shall contain project approach, field investigation, laboratory tests and results, analysis of field and lab data and recommendations for construction. The pavement section recommendations shall consider 20, 10, and 5 year life cycles. Recommendations for construction shall be made with cost effectiveness comparison, full estimates of all costs for all alternative pavement sections, and other alternatives.

All construction testing and reports recommended in both the CITY standard specifications and the Green Book shall be provided.

12. ENVIRONMENTAL STUDY (INITIAL STUDY/MITIGATED NEGATIVE DECLARATION), SWPPP, AND SUSMP

CONSULTANT will utilize the Initial Study adopted by the City of Pomona or that recommended for use in the State CEQA Guidelines currently in effect (July 27, 2007) and applicable requirements. That form includes four categories of impact:

- a. Potentially Significant Impact;
- b. Potentially Significant Unless Mitigation Incorporated;
- c. Less than Significant Impact;
- d. No Impact.

a. Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT will provide the SWPPP in accordance with regulatory agency standards for use by the Contractor during construction of the project.

b. Standard Urban Stormwater Mitigation Plan (SUSMP)

The CONSULTANT will provide SUSMP report for use by the Contractor during construction of the project.

- c. The CONSULTANT shall submit all documents and reports with 50% complete submittal.

12. PS&E DESIGN IMPROVEMENTS AS-NEEDED

12.1. *General Bid and Construction Documents*

The bid and construction documents shall generally consist of the following:

- a. Plan view removal/demolition plans at 1' = 40'
- b. Construction plan view sheets at 1' = 40'
- c. Construction Profile sheets at 1' = 40' Horizontal and 1"=4' Vertical
- d. Scales for Details at 1"=10' or as otherwise agreed
- e. Structural PS&E
- f. Mechanical PS&E
- g. Lighting/Electrical PS&E
- h. Grading PS&E
- i. Striping and Signing PS&E
- j. Water PS&E
- k. Sanitary Sewer PS&E
- l. Storm Drain PS&E compliant with Low Impact Development Requirements
- m. All submittals, bid documents, construction documents, cost estimates, quantities, proposals, and related records.
- n. Evaluation, cost comparisons, prioritization of the recommendations, and bid/construction documents, quantities, and all required items for using pavement recycling, 'green' pavement solutions, and other methods.
- o. Subsurface utilities castings, control monuments, and structures shall be shown on the plans. The utility adjustments shall be addressed in the construction documents. CONSULTANT shall maintain and provide file information of the existing utilities.
- p. Construction Profile sheets (1"=20' horizontal and 1"=4' vertical) shall be prepared and submitted to the CITY and Construction Contractor only as working (data) sheets, available for use as reference documents. CONSULTANT shall provide the existing cross sections and proposed cross sections at 25 ft and 100 ft intervals respectively and submit to the CITY. The proposed cross sections shall be submitted only as working sheets to be used as reference documents. The existing centerline elevations and proposed top of median curbs (eastbound and westbound) shall be delineated on the plan sheets.
- q. Pavement striping, signal loops/vehicle detection with connections, delineation, and signing using charts/tables and similar methods shall be prepared in accordance with Latest Edition CAMUTCD, and Latest Edition Caltrans Standard Plans and Specifications.
- r. Traffic control plans shall be in accordance with Latest Edition CAMUTCD and current APWA WATCH handbook/manual.
- s. Detailed landscaping plans.
- t. Planting and landscaping detail sheets.
- u. Waterline public, potable, and irrigation systems plans, connection details, required services (water and electrical), telemetry, central controller system, etc.
- v. Show ROW and property lines adjacent to right of way and street addresses.
- w. CONSULTANT shall provide map and coordinate the project with other

- CITY projects.
- x. Show adjacent building frontage outlines along all streets on plan view plans from GIS or similar aerial imagery.
 - y. Centerline alignment with 50 ft and 100 ft stationing intervals labeled and shown to scale on plans along all streets, pipelines, as well as matching corresponding stationing intervals for all profiles, horizontal and vertical plan sheets, and similar stationing and offsets for all lines and structures.
 - z. Photographs of the existing conditions with itemized photo location identifying each photo.
 - aa. Design/proposed elevations shall be provided (in addition to existing elevations) on 25-ft grid basis outside of right of way on 10-ft intervals, 50-ft station intervals along the gutter flow lines, and top of all curbs, as well as at grade breaks and high and low points. Proposed spot elevations at intersections shall be 10-ft intervals for all areas within 200 feet of end of radii, and shall be at 5-ft intervals within 50 feet of all street intersections end of radii and corners, and at 5-ft intervals within 50 feet (inside and outside of right of way) of all driveways.
 - bb. At least two different Bench Marks shall be provided on all plan sheets with existing elevation as well as on plan sheets with proposed elevations, for each 1,000 linear feet of associated/adjacent street length.

12.2 Striping and Signing PS&E

CONSULTANT shall provide PS&E to include refresh of existing striping, as applicable, and installation of new striping for the project area. Pavement delineation should include transitional areas to join into existing lanes. Plans shall include provisions to remove and replace all existing signs with new and improved signs with new reflectivity requirements. Striping and signing plans can be double stacked. Approval by the City of Pomona, Public Works is required.

12.3 Traffic Control/Traffic Handling PS&E

CONSULTANT shall provide complete final Traffic control/handling PS&E for the Project as part of this CONTRACT. Traffic control requirements shall be included in the bid and construction documents (plans and specifications/special provisions) by the CONSULTANT, including reference to published traffic control details. The construction contractor shall be required to submit any revisions or modified traffic control plans signed by a California registered Civil Engineer for CITY's review and approval. The following work shall all be performed in advance and taken into account by the CONSULTANT in preparing the final Traffic control/handling plans and specifications

12.4 Utility Line(s) Relocation and Utility Services and Utility Connections PS&E After the alignment and PDR is approved by the CITY, CONSULTANT shall commence providing final utility line(s) PS&E. The CONSULTANT shall prepare project plans utilizing the CITY's Standard Title Block and shall utilize a 40 scale for plan and utilize 40 horizontal and 4 vertical scales for profiles.

The plans set should include, but not limited to, the following sheets:

- a. General Notes/Construction Notes and Quantities/List of Standard Drawings.*
- b. Typical X-sections of Trench.*
- c. Plan and Profile Drawings.*
- d. Construction Details.*

12.5 Permits, Approvals, Public/Private Agency and Utilities Coordination

Provide coordination with and obtain applicable permits from appropriate City of Pomona Departments, other public agencies, County, State and any other Agencies as needed.

12.6 Construction Quality Assurance Program (CQAP) Manual

CONSULTANT shall develop a Construction Quality Assurance Program (CQAP) for inspection and testing for federal-aid projects. The CQAP includes an acceptance program for materials and workmanship, an independent assurance program, and preparation of a project materials certification. The manual is intended to provide confidence that the quality of the materials and workmanship incorporated into the construction projects conforms to the requirements of the plans and specifications.

12.7 50% PS&E

a. 50% PS&E Design

The base 50% plan drawings shall include signature blocks, approvals & permits block, locations and sizes of utilities, locations of improvements, easements, property lines, rights-of-way, all property addresses, and all survey and title search data. As part of the completion of the base construction drawings, the CONSULTANT shall field review their Plans, Specification, and Estimate (PS&E) Construction Drawings for accuracy of existing improvements and conditions, and include CITY staff/Project Manager to check policies and preferences. CONSULTANT shall also provide 50% design plans and details as part of this task per the final PS&E.

b. 50% Specification Documents

A preliminary specification (preliminary bid document) showing all CITY standard language and requirements, along with outlines and notes for needed inserts for all sections anticipated as necessary from review of the CITY standard and sample specifications and a preliminary engineer's detailed estimate of total costs shall be included with the 50% submittal in accordance with CITY requirements. The 50% Construction Drawings shall be included in the 50% Bid & Construction Documents. CONSULTANT shall also provide 50% design specifications to complement 50% plans and details as part of this task.

c. 50% Preliminary Detailed Engineer's Estimate and Review Meeting with

the CITY & Peer Reviewer/Program Manager

The CONSULTANT shall arrange a review meeting with the CITY staff and shall provide the CITY staff & peer reviewer/Project Manager with copies of the 50% Bid & Construction Documents and Drawings showing the proposed improvements. At least ten (10) sets of drawings, specifications, and preliminary engineer's total project cost estimates must be provided to CITY Staff at least one (1) week in advance of the meeting. The purpose of the meeting shall be to review and obtain comments and/or approval as well as document the review process for later submittal to the Public Works Director for acceptance. In addition, possible interferences, coordination, permit/approval/notification requirements, rights-of-way requirements shall be discussed.

12.8 90% PS&E

a. *90% Plans, Specifications and Engineer's Cost Estimate (PS&E)*

The CONSULTANT shall prepare 90% PS&E and traffic control/handling documents (plans/drawing) that shall incorporate all review comments of 50% design plans and input from any permitting agencies/entities/utilities. At the 90% stage, the CONSULTANT shall also include final draft specifications and an updated engineer's estimate in accordance with CITY requirements for the Project and traffic control/handling.

The CITY's standard "front-end" documents will be provided to the CONSULTANT for incorporation into the project specific bid documents. CONSULTANT shall prepare bidding sheets, including bid schedule and quantities. Consultant shall prepare complete Specifications Book with all Appendices, references, and accompanying plans and details needed to publicly Bid and Award a construction contract for the PS&E/designed work and to allow construction of said work at the construction contract bid price with contingencies within 10% of the originally bid and awarded contract price. Technical and/or Supplemental specifications only are Not acceptable and will be rejected.

b. *90% Constructability Review Meeting (90%) with the CITY Staff and Public Outreach prior to preparation of Final Plans*

Once the PS&E documents are 90% complete, the CONSULTANT shall arrange the 90% review meeting with the CITY staff, peer reviewer/Project Manager, and approval/permit agencies/entities. At least ten (10) sets of the 90% drawings, specifications, and engineer's estimate must be provided to CITY Staff at least one (1) week in advance of the meeting. The purpose of the 90% review meeting shall be to review the design plans and specifications for bidding and construction purposes and prepare contract documents, as well as document the review process and confirm resolution of all utility, private property, and CITY conflicts and impediments to construction for later submittal to the Public Works Director for acceptance. The draft final total cost engineer's estimate shall

be updated by the CONSULTANT at this stage.

The CONSULTANT shall also provide Public Outreach prior to Final Plans.

c. *Permits, Approvals, Public/Private Agency and Utilities Coordination*

The CONSULTANT shall coordinate with and submit 90% PS&E to permitting agencies, as well as other utilities/entities, after the drawings have been reviewed by the CITY and CITY comments have been addressed. The review comments from these agencies/entities/utilities shall be incorporated in the final design. The CONSULTANT shall also confirm resolution of all permits, approvals, public and private property, and utility issues.

d. *Final Design Plans, PS&E, Bid Documents, and Engineer's Total Cost Estimate*

Based on the CITY staff's, utility companies, and other approval/permit agencies/entities comments from the 90% submittal, the CONSULTANT shall complete the PS&E, final design plans, construction documents, traffic control/handling plans and details, specifications for all Project work, and prepare a final total detailed engineer's estimate. Once the contract documents and final engineer's estimate are complete, the CONSULTANT shall schedule a final project design meeting with the CITY staff to present the completed contract documents for final review and acceptance.

The final submittal shall include signed signature mylars, ten (10) printed plan sets, ten (10) hard sets of construction specifications, ten (10) hard copies of the corresponding engineer's construction cost estimates, originals and one (1) copy of each of all rights-of-entry and easement documents (fully executed and recorded), and two (2) soft electronic copies of all the above completed design products. All soft electronic submittals shall be electronically identified and organized to the satisfaction of the CITY. Written documentation shall be prepared in Microsoft Word, tabularized material and estimates shall be prepared in Microsoft Excel, and construction drawings shall be submitted in AutoCAD, Version 2021. Original source documents are required and PDF formats shall not be accepted.

CONSULTANT shall be limited of any liability for modification of files by others. In cases of conflict, printed copies govern over electronic files.

12.9 100% PS&E

- a. Upgrade 90% PS&E documents to include all review comments; and
- b. Submit complete construction drawings;
- c. Provide 100% PS&E;

- d. Submit final documents to Regulatory Agencies and all utilities for final permitting and approval; and
- e. Provide a detailed Engineer's Estimate for City review.

12.10 Final Bid Documents/Final PS&E

CONSULTANT provide City all final PS&E bid documents incorporating all comments from 100% review.

12.11 Bid Assistance

- a. Provide responses to bidder's questions and provide the City with bid addenda.
- b. Review and provide City with comments to address all requests for substitutions and submittals by Contractor.

12.12 If not included in Tasks above, then the followed deliverables shall be provided by Consultant as Task 15. The City reserves the right to amend the scope of work, as described above, and award select portions of the scope as the City desires. Any modifications to the scope, as described, will be negotiated prior to award of the Professional Services Agreement (PSA).

Deliverables

Deliverables, including but not limited to

- a) Memorandums/Reports
- b) NEPA Studies and CEQA Studies
- c) Hydrology Study and Hydraulics Analysis
- d) SWPPP
- e) SUSMP
- f) Consultant's project design schedule (MS Project Gantt Chart),
- g) 50%, 90% and 100% PS&E documents
- h) Design Report
- i) Construction Cost Estimates
- j) PowerPoint Presentation
- k) Outreach materials
- l) Outreach presentations

The CONSULTANT shall submit to the CITY a project timeline schedule depicting the proposed tasks and due dates (start and end) as shown below. Note: Project Tasks can be rearranged by CONSULTANT to help provide sequential project path:

ITEM	PROJECT TASK	START DATE	END DATE
1	Right-Of-Way		
2	Stakeholder Meeting 1		
3	Field Work (Data collecting)		
4	Survey		
5	PS&E 50%		
6	PS&E 90%		
7	PS&E 100%		
8	Specifications		
9	Estimates		
10	Final Submittal (PS&E)		

Reports and documents prepared shall be provided as administrative drafts for internal City review, external drafts for City Council, agency, project stakeholders, and public reviews, and subsequently final documents. Drafts and final documents shall be provided in the following formats:

- Administrative draft: one electronic copy (MS Word/Excel/Project format);
- External draft: one hard copy and one electronic copy (MS Word/Excel/Project format);
- Renderings and Concept plans for City Council, Historic Preservation Commission, City Planning Commission, and Parks and Recreation Committee. Items shall also be provided in Power Point slide format; and
- Final document: a maximum of three hard copies, one electronic copy (MS Word/Excel/Project format), and one electronic copy (pdf format).

The Preliminary Plan (50%) design drawings shall be delivered in PDF. The delivered PDF drawings shall also include topographic contours, spot elevations, location of existing structures, utilities, and existing improvements.

A written summary of the survey data used to create the drawings shall be provided and shall include all relevant benchmark and tie-in information, basis of bearing, local control point information (CP's), and coordinate system data. In addition, a data table of coordinates and elevations of data shall be provided.

The 50%, 90%, 100%, and final PS&E and Design Report submittals shall be provided in the following format:

Plan Sets:

- Three full-size sets of drawings on inkjet or medium bond paper (final after 100% review will be Mylars);
- One half-size set of drawings on inkjet or medium bond paper; and
- Two electronic copies saved to a Flash Drive. One in PDF format and one in DWG format with AutoCAD 2022 or lower version.

Reports:

- Conceptual Design Reports and the dimensioned site plans, elevations and colored renderings;
- Design Reports (Structural Calculations, Hydrology, Hydraulics, Stormwater Infiltration, SWPPP, Alternative Analysis, Permits, and Existing Conditions Photos) – Submit in MS Word, PDF, and Power Point slides.

Specifications:

- Microsoft Word version for written main specification documents;
- Microsoft Excel version for tabular information and bid items.

Estimates:

- Construction estimates - submit in MS Excel.

Weekly Status Report

From the date of this agreement through the date the CONSULTANT's associated PO's are closed by the CITY the CONSULTANT shall provide a weekly status report in a CITY accepted format similar to the following:

EXHIBIT "B"

FEE SCHEDULE / COMPENSATION

Hourly rates and charges shall remain fixed for the duration of the Master Agreement, and any extensions thereto, except for positions subject to prevailing wages set by the Department of Industrial Relations.

Fee Estimate Acton Architecture



City of Pomona - Teen Center Renovation

Matt Acton
909-344-2728

Principal

Task	Staff	Hours	Rate	Markup	Total
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Task	Staff	Hours	Rate	Markup	Total
Consultants					
Geotechnical Investigations	Landmark	-	\$ 9,750	15%	\$ 11,213
Geotechnical Construction Testing	Landmark	-	\$ 9,200	15%	\$ 10,580
Geotechnical Shop Welding Inspection (if required)	Landmark	-	\$ 1,350	15%	\$ 1,553
Civil Engineering - Schematic Design	VCA	-	\$ 5,430	15%	\$ 6,245
Civil Engineering - Design Development	VCA	-	\$ 7,157	15%	\$ 8,231
Civil Engineering - Construction Documents	VCA	-	\$ 8,638	15%	\$ 9,934
Civil Engineering - Plan Check / Bidding	VCA	-	\$ 987	15%	\$ 1,135
Civil Engineering - Construction Administration	VCA	-	\$ 2,458	15%	\$ 2,828
Civil Engineering - Topographical Survey	VCA	-	\$ 16,000	15%	\$ 18,400
Civil Engineering - Underground Utility Survey (GPR)	VCA	-	\$ 15,800	15%	\$ 18,170
Landscape Architecture - Schematic Design	DWDG	-	\$ 1,380	15%	\$ 1,472
Landscape Architecture - Meetings	DWDG	-	\$ 1,170	15%	\$ 1,346
Landscape Architecture - Construction Documents	DWDG	-	\$ 1,680	15%	\$ 1,932
Landscape Architecture - Plan Check / Construction Admin	DWDG	-	\$ 1,480	15%	\$ 1,702
Structural Engineering - Schematic Design	Waesman + Rohy	-	\$ 2,700	15%	\$ 3,105
Structural Engineering - Design Development	Waesman + Rohy	-	\$ 3,600	15%	\$ 4,140
Structural Engineering - Construction Documents / Plan Check	Waesman + Rohy	-	\$ 8,700	15%	\$ 10,005
Structural Engineering - Construction Administration	Waesman + Rohy	-	\$ 3,000	15%	\$ 3,450
M/E/P Engineering - Schematic Design	P2S	-	\$ 5,948	15%	\$ 6,840
M/E/P Engineering - Design Development	P2S	-	\$ 11,696	15%	\$ 13,450
M/E/P Engineering - Construction Documents	P2S	-	\$ 19,331	15%	\$ 22,231
M/E/P Engineering - Permit / Bidding	P2S	-	\$ 18,588	15%	\$ 21,376
M/E/P Engineering - Construction Administration	P2S	-	\$ 19,331	15%	\$ 22,231
Construction Management - Preconstruction	ACM	-			
Design Meetings		48	\$ 185	15%	\$ 10,212
Constructability Review / Value Engineering Review		48	\$ 185	15%	\$ 10,212
Bid Preparation / Solicitation		80	\$ 185	15%	\$ 17,020
Bid Analysis / Award		48	\$ 185	15%	\$ 10,212
Construction Management - Construction	ACM	-			
Project Manager (20 hrs/week)		560	\$ 185	15%	\$ 114,885
Project Administrator (4 hrs/week)		108	\$ 90	15%	\$ 11,426
Project Executive (2 hrs/week)		54	\$ 210	15%	\$ 13,041
3rd-Party Cost Estimating	HLMC	-	\$ 30,000	15%	\$ 34,500
Architectural Services					
Due Diligence / Preliminary Design	Matt Acton	90	\$ 192		\$ 17,280
Schematic Design	Matt Acton	140	\$ 192		\$ 26,880
	Kristine Luong	60	\$ 92		\$ 5,520
Design Development	Matt Acton	168	\$ 192		\$ 32,256
	Kristine Luong	72	\$ 92		\$ 6,624
Construction Documents + Technical Specifications	Matt Acton	218	\$ 192		\$ 41,936
	Kristine Luong	94	\$ 92		\$ 8,612
Plan Check / Bidding + Award	Matt Acton	44	\$ 192		\$ 8,448
	Kristine Luong	18	\$ 92		\$ 1,656
Construction Administration	Matt Acton	200	\$ 192		\$ 38,400
	Kristine Luong	80	\$ 92		\$ 7,360
Close-Out	Matt Acton	20	\$ 192		\$ 3,840
	Kristine Luong	12	\$ 92		\$ 1,104
Meetings (Design Phase)	Matt Acton	60	\$ 192		\$ 11,520
	Kristine Luong	30	\$ 92		\$ 2,760

Base Services Fee Subtotal: \$ 636,587
 Reimbursements: \$ 31,829
Base Services Fee Total: \$ 668,416

Task	Staff	Hours	Rate	Markup	Total
Optional Services					
Laser Scanning + Modeling	Bainrose	-	\$ 9,200	15%	\$ 10,580
ODp Peer Review Services	DWDG	-	\$ 2,820	15%	\$ 3,243
Historical Building Consultant (if required)	TSD	Allowance	\$ 35,000	15%	\$ 40,250
Environmental Consultant (if required)	ISA Associates	Allowance	\$ 70,000	15%	\$ 80,500
Low-Voltage System Design	P2S	-	\$ 21,000	15%	\$ 24,150

Optional Services Fee Total: \$ 158,735

EXHIBIT "C"
WRITTEN DETERMINATION
(Page 1 of 2)

I, Anita Scott, City Manager of the City of Pomona ("CITY") have made the following determination with regard to economic interest disclosure requirements for (name of employee) an employee of [insert Name of Co Here, INCORPORATED], pursuant to the Conflict of Interest Code adopted by CITY:

CONSULTANT shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I*)

CONSULTANT has been hired to perform a range of duties that are limited in scope and thus CONSULTANT is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, CONSULTANT need only provide economic interest disclosure under the following categories*:

CATEGORY I: Business interests and Investments

CATEGORY II: Supply Sources

CATEGORY III: Contractors

CATEGORY IV: Geographic location

*A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

CONSULTANT is not required to comply with Disclosure requirements based on the following:

Duties of CONSULTANT under this AGREEMENT are not applicable to Conflict of Interest Code

Other:

Date: _____

Anita D. Scott, City Manager

WRITTEN DETERMINATION
(Page 2 of 2)
DESIGNATED EMPLOYEE CATEGORIES

- I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:
- a. businesses in which the individual holds an investment or business position¹;
 - b. sources of income; or
 - c. real property.

Individuals subject to this category need not disclose under Category II or III. Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:

- a. investments in business entities²;
- b. business positions held;
- c. sources of income; and
- d. interests in real property.

- II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. sources of income.

- III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:

- a. professional services;
- b. vendor services;
- c. consulting services; and
- d. contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. sources of income.

- IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:

- a. all investments in, interest in, or income from, real property located within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; and
- b. all investments in, interest in, or income from, any business entity:
 - i. in which the person holds a business position; and
 - ii. that is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

¹ "Business positions" shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

² "Business entities" shall include, but not be limited to, sole proprietorships, partnerships, and corporations.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONSULTANT shall maintain throughout the duration of the term of the AGREEMENT, Liability Insurance covering CONSULTANT and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that CONSULTANT's insurance policies must be primary with respect to any claims related to or as the result of CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees shall be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirement.

Professional Liability Insurance:

- | | | |
|----|-------------------|--|
| a. | General Aggregate | \$2,000,000 per claim and in the aggregate |
|----|-------------------|--|

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$50,000 |
| f. | Medical Expense (any one person) | \$5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

CONSULTANT will provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY has the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT. All such policies of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents or volunteers. Any Workers Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise the CITY of any litigation that may affect these insurance policies.

EXHIBIT "E"

PROJECT LOCATION MAP

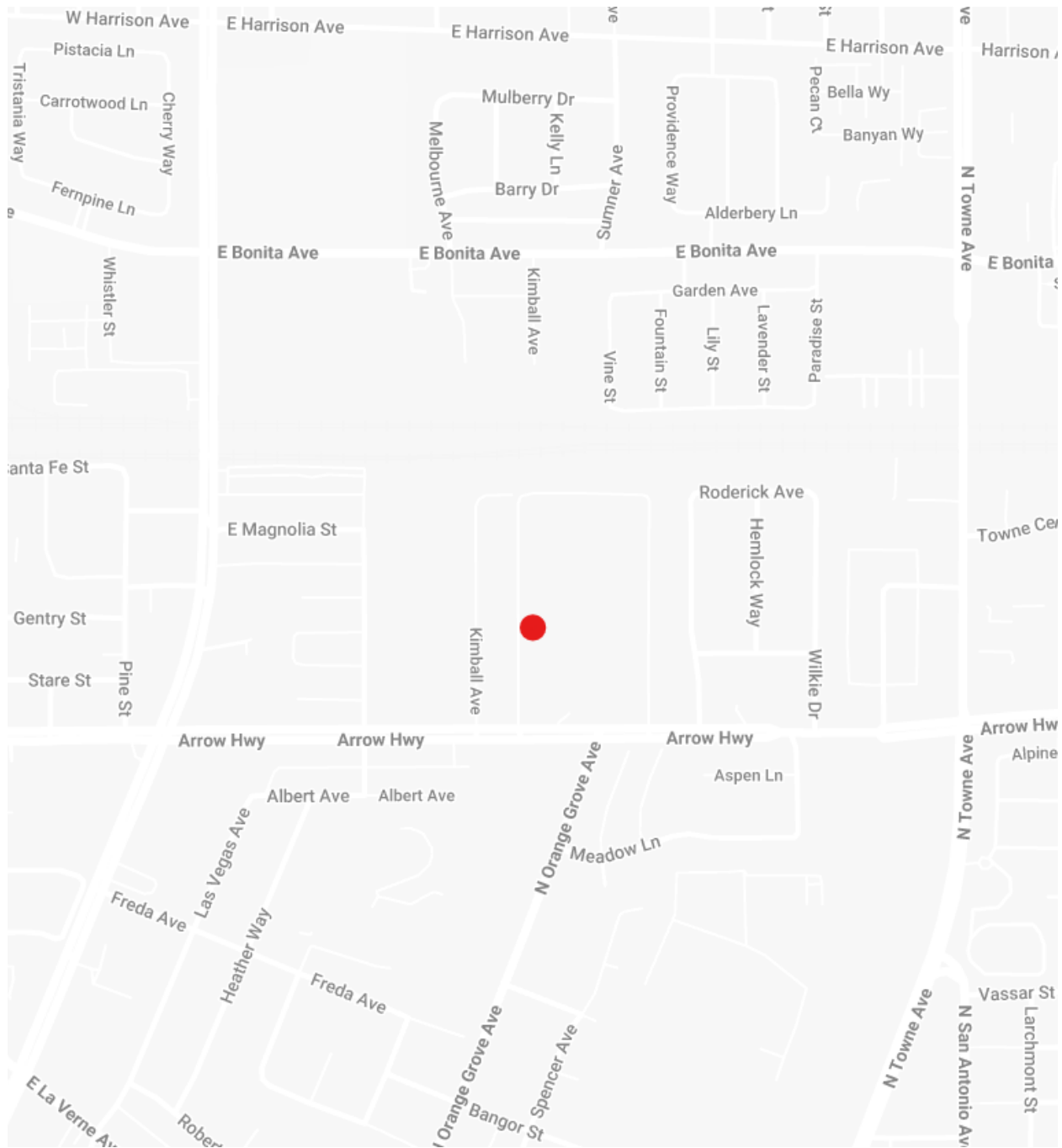


EXHIBIT "F"

FEDERAL (HUD) CONTRACT PROVISIONS

1. Applicability and Incorporation of Federal Requirements

This Agreement is funded in whole or in part with federal financial assistance provided by the United States Department of Housing and Urban Development ("HUD") under FY 2023 Community Project Funding Grant Agreement No. B-23-CP-CA-0241 (the "Grant"). Consultant acknowledges and agrees that it is subject to all applicable federal statutes, regulations, executive orders, and HUD requirements, including, without limitation, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR Part 200"), applicable provisions of Title 24 of the Code of Federal Regulations, and all terms and conditions of the Grant. All such requirements are hereby incorporated into this Agreement by reference as though fully set forth herein. In the event of any conflict between such federal requirements and the provisions of this Agreement, the federal requirements shall control.

2. Flow-Down of Federal Requirements

Consultant shall incorporate all applicable federal provisions, including those set forth in this Attachment E and required by 2 CFR Part 200, into all agreements with subconsultants and lower-tier contractors. Consultant shall be responsible for ensuring that all such subconsultants and lower-tier contractors comply with all applicable federal requirements. Consultant shall monitor the performance and compliance of its subconsultants and shall take prompt corrective action in the event of any noncompliance. Consultant shall be liable to City for any failure of its subconsultants to comply with such requirements.

3. Standard of Performance and Compliance

Consultant shall perform all services under this Agreement in a manner that ensures full compliance with all applicable federal requirements. Consultant acknowledges that failure to comply with such requirements may result in disallowance of costs, repayment obligations, suspension or termination of this Agreement, or other remedies as provided by law or by the terms of the Grant.

4. Debarment and Suspension

Consultant represents and warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts, as provided in 2 CFR Part 180. Consultant shall not enter into any subcontract or agreement with any party that is debarred or suspended. Consultant shall verify the eligibility of all subconsultants and shall maintain documentation of such verification. Consultant shall immediately notify City if it or any subconsultant becomes subject to debarment or suspension during the term of this Agreement.

5. Byrd Anti-Lobbying Amendment

Consultant shall comply with the Byrd Anti-Lobbying Amendment, codified at 31 United States Code Section 1352, and its implementing regulations. Consultant certifies that no federal appropriated funds have been or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any

federal agency or a member of Congress in connection with the awarding of any federal contract or grant. Consultant further agrees that, if any funds other than federal appropriated funds are used for such purpose, Consultant shall complete and submit all required disclosure forms. Consultant shall include this provision in all subcontracts exceeding the applicable federal threshold.

6. Civil Rights and Nondiscrimination

Consultant shall comply with all applicable civil rights laws and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Executive Order 11063. Consultant shall not discriminate against any employee, applicant for employment, or beneficiary of services on the basis of race, color, national origin, religion, sex, age, disability, or any other protected classification under applicable law. Consultant shall take such affirmative actions as may be required to ensure compliance with these requirements and shall maintain records sufficient to demonstrate such compliance.

7. Section 3 Requirements

To the extent applicable, Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968 and the regulations set forth at 24 CFR Part 75. Consultant shall, to the greatest extent feasible, provide economic opportunities to low- and very low-income persons and to businesses that provide economic opportunities to such persons. Consultant shall maintain documentation of its compliance efforts and shall provide such reports and information as may be required by City or HUD.

8. Intentionally Omitted

9. Uniform Relocation Act

To the extent applicable, Consultant shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, and its implementing regulations at 49 CFR Part 24. Consultant shall not take any action that would trigger relocation obligations without prior authorization from City and shall coordinate with City regarding any activities that may affect real property or occupants.

10. Drug-Free Workplace

Consultant shall comply with the Drug-Free Workplace Act and all applicable implementing regulations. Consultant shall maintain a drug-free workplace and shall take appropriate action against any employee who violates such policy in connection with the performance of this Agreement.

11. Trafficking in Persons

Consultant shall comply with the requirements of 2 CFR Part 175 regarding trafficking in persons. Consultant shall not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this Agreement. Consultant shall immediately notify City of any information it receives regarding a violation of this provision and shall include this provision in all subcontracts.

12. Conflict of Interest

Consultant shall comply with the conflict of interest requirements set forth in 2 CFR Part 200 and applicable HUD regulations. Consultant shall disclose to City any real or apparent conflict of interest and shall not participate in any decision or activity where such conflict exists without prior written approval. Consultant shall maintain written standards of conduct governing the performance of its employees engaged in the administration of this Agreement.

13. Procurement Standards

To the extent Consultant performs procurement-related services under this Agreement, Consultant shall comply with the procurement standards set forth in 2 CFR Sections 200.318 through 200.327. Consultant shall conduct all procurement transactions in a manner providing full and open competition and shall maintain documentation sufficient to detail the history of procurement actions.

14. Record Retention and Access

Consultant shall maintain all records related to this Agreement, including financial records, supporting documents, statistical records, and all other records pertinent to the federal award, for a period of not less than four years following final payment or project closeout, or for such longer period as may be required by applicable law. Consultant shall provide access to such records to City, HUD, the United States Comptroller General, and their authorized representatives for the purposes of audit, examination, or inspection. If any audit, litigation, or claim is initiated before the expiration of the retention period, Consultant shall retain all records until all such matters have been fully resolved.

15. Program Income

If Consultant generates program income as defined under 2 CFR Part 200 in the course of performing this Agreement, Consultant shall report such income to City and shall use such income only for allowable project purposes, in accordance with applicable federal requirements.

16. Financial Management and Cost Principles

Consultant shall ensure that all costs charged to this Agreement are allowable, allocable, and reasonable in accordance with 2 CFR Part 200, Subpart E. Consultant shall maintain adequate documentation to support all costs and shall not charge any costs that are unallowable under federal regulations.

17. Reporting and Performance

Consultant shall provide all information and documentation reasonably requested by City to enable City to comply with federal reporting requirements, including performance and financial reporting obligations. Consultant shall ensure that all such information is accurate, complete, and submitted in a timely manner.

18. Audit and Monitoring

Consultant shall cooperate fully with any monitoring, audit, or evaluation conducted by City, HUD, or any authorized federal entity. Consultant shall respond promptly to any findings and shall implement corrective actions as required.

19. Remedies for Noncompliance

In addition to any other remedies available under this Agreement or at law, City may withhold payments, disallow costs, require repayment of funds, suspend performance, or terminate this Agreement in whole or in part if Consultant fails to comply with any applicable federal requirement.

20. Responsibility for Subconsultants

Consultant shall be responsible for the acts and omissions of its subconsultants and shall ensure that all subconsultants comply with the provisions of this Attachment E. Consultant shall enforce all such provisions and shall take appropriate action in the event of noncompliance.

21. Incorporation of Grant Terms

All applicable provisions of the HUD Grant Agreement are hereby incorporated into this Agreement by reference and made a part hereof. Consultant agrees to comply with all such provisions as a condition of receiving payment under this Agreement.

EXHIBIT "G"

Schematic Drawings

The Parties acknowledge and agree that the following appendices, identified as Attachment G – Schematic Drawings, have been previously provided to the Consultant in full and are on file at City Hall. Accordingly, the above-referenced appendices are hereby incorporated by reference and made part of the Contract Documents.