

**CITY OF POMONA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of October 2025, 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 Stantec Consulting Services, Inc., a California Corporation, with its principal place of business at 300 North Lake Avenue, Suite 400, Pasadena, CA 91101 ("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 engineering and environmental mitigation 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 and environmental mitigation services consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional engineering and environmental mitigation consulting services for the Pedley Spreading Grounds Pond Enhancements Project No. 81058 ("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 engineering and environmental mitigation 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 October 1, 2025, to June 30, 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 will determine the means,

methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. 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: Venu Kolli, Business Center Practice Leader .

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 Jonathan Abelson, Project Manager , 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/her 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 sub-sections.

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 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 Five Hundred Forty-Five Thousand Nine Hundred Sixty-Four Dollars (\$545,964.00) 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.

3.4 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: Stantec Consulting Services, Inc.
300 North Lake Avenue, Suite 400
Pasadena, CA 91101
ATTN: Venu Kolli, Business Center Practice Leader

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 STANTEC
CONSULTING SERVICES, INC.**

CITY OF POMONA

STANTEC CONSULTING SERVICES, INC.

Kolli, Venu

Digitally signed by Kolli, Venu
Date: 2025.10.03 09:02:03
+07'00'

By: _____
Anita D. Scott
City Manager

By: _____
Venu Kolli
Business Center Practice Leader

Attest:

City Clerk

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide engineering and environmental mitigation services in support of the construction of the Pedley Spreading Grounds Pond Enhancements Project. Consultant shall provide all labor and technical, administrative, professional, and other personnel, all supplies, materials, equipment, and all other resources necessary to perform the specific work. All work from inception through closeout is subject to prevailing wage requirements.

Construction management and inspection services will be awarded to a third party under a separate contract. Construction Manager (CM) shall be responsible for the coordination and control of all project construction and inspection activities, and will lead project meetings, prepare meeting agendas and minutes, document and negotiate change orders, and schedule construction activities, including engineering observations and environmental mitigation activities.

Native American monitoring services will be awarded to a third party under a separate contract.

Task 1 – Project Management

Provide project management, including billing, scheduling, coordination, and quality control to monitor project progress, meet schedule deadlines, and coordinate with City. Consultant shall prepare and submit monthly invoices with itemized costs, hours billed, and receipts for other direct costs.

Task 2 – Meetings and Conference Calls As-Needed

Attend and participate in pre-construction and weekly construction progress meetings in order to provide better communication between the City, CM, Contractor, Native American Monitor, Geotech Engineer, and stakeholders. Meetings may be attended via conference call or in-person, as needed. Assume 40 progress meetings.

Review and provide comments to meeting agendas and minutes provided by the CM.

Task 2 Deliverables:

→ *Attend, support, and provide comments to meeting minutes for forty (40) Progress Meetings*

Task 3 – Engineering Services During Construction

Task 3.1- RFIs and Clarifications

Respond in writing to requests for information (RFIs) from the Contractor. Consultant shall respond to RFIs in writing within three (3) business days, unless an earlier reply is required by the City. Assume 40 RFIs.

Task 3.2 – Review Contractor Submittals

Review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Submittals shall be reviewed and returned to the CM within ten (10) business days, unless an earlier reply is required by City. Assume 60 submittals and 30 resubmittals.

Task 3.3 – Assist in Review of Change Orders

Assist with the technical review, drawings, and specifications for change orders. Assume response to three (3) change orders.

Task 3.4 – Conformed Drawings

Prepare and reproduce conformed drawings and specifications to include all changes made to the documents through addenda issued. Conformed documents shall provide clear consolidation of project requirements for use by City, CM, and Contractor, to reduce the need for clarification request and the potential for misunderstandings. Consultant shall provide five half-size and five full-size sets of conformed drawings and specifications (for use by the City staff and CM). Provide a PDF file of the conformed set.

Task 3.5 – Special Construction Observations

Conduct special construction observations by discipline leads (structural, architectural, electrical, etc.), conduct site visits, witness factory testing (as approved in writing by City) at various construction milestones. Visits shall be coordinated with City and CM. Assume one (1) site visit and two (2) observations per discipline lead.

Task 3 Deliverables:

- 40 RFI Reviews
- 60 Contractor Submittal Reviews
- 30 Contractor Resubmittal Reviews
- Three (3) Change Order Reviews
- Conformed Set Drawings (PDF, physical copies)
- Site visits and special construction observations

Task 4 – Environmental Mitigation Services

Provide for implementation of the mitigation measures as outlined in the Mitigated Negatived Declaration for the project under the California Environmental Quality Act (CEQA) and as specified in the Mitigation Monitoring and Reporting Program (MMRP), adopted by the City in 2023.

Consultant shall assist City with tracking and documenting compliance mitigation measures, noting any issues that may result, and making recommendations to take appropriate actions to remedy any issues prior to and during the extent of the Project.

Specific support includes, but is not limited to:

- Coordination of all mitigation monitoring activities, restoration, participation in mitigation banking program (to be financed by the City), and historic resources avoidance.
- Management and filing of monitoring or compliance reports
 - Maintenance of records concerning the status of all approved mitigation measures
- Coordination with City, CM, Contractor, relevant Tribal representatives, and other agencies (i.e., City of Claremont, San Gabriel Valley Mosquito & Vector Control District, etc).

Task 4.1 – Environmental Awareness Training

Prepare a site-specific training program that includes but is not limited to a review of the applicable environmental regulations and permit conditions, project boundaries; special-status species that may be present, their habitat, and proper identification; and the applicable measures established for the Project to minimize impacts to avoid sensitive resources, habitats, and species. Training shall be in-person. Subsequent training events shall be scheduled to support the training of new personnel and can be done at the Project site or location designated by City; these can be performed on days the biological monitor (refer to Task 4.2) is on-site. As part of the training materials a tri-fold document shall be provided that summarizes the sensitive resources and Project contact information.

Dated sign-in sheets for attendees at these meetings shall be maintained and submitted to City. A version of the training in Spanish shall also be available. A qualified biologist shall provide and document all trainings.

Task 4.2 – Plant and Wildlife Preconstruction Clearance Surveys and Biological Monitoring

Prior to ground disturbance or vegetation clearing within the proposed Project site, a qualified Consultant biologist shall conduct pre-construction clearance surveys for wildlife (no more than 7 days prior to site disturbing activities) within the Project site and a 500 foot buffer (where accessible); including focused surveys for Southern California legless lizard, San Diego woodrat, and Crotch's Bumble Bee as identified in the adopted MMRP. Please refer to MMRP for focused surveys and required timelines prior to construction.

Wildlife found within the proposed Project site or in areas potentially affected by the proposed Project shall be relocated to the nearest suitable habitat that would not be affected by the proposed Project prior to the start of construction. Special-status species found within a proposed Project impact area shall be relocated by a qualified Consultant biologist to suitable habitat outside the impact area prior to the start of ground-disturbing activities that may impact those species. Nesting birds found within the proposed Project impact areas shall be subject to buffer requirements and additional conditions as detailed below in mitigation measure Task 4.3 –Nesting Bird Surveys and Avoidance Measures. Upon completion of pre-construction survey activities Consultant shall prepare a pre-construction survey memorandum detailing the results of the survey and discussing the resources observed and necessary coordination to provide appropriate mitigation impacts for habitat.

A qualified Consultant biologist shall be onsite during all ground disturbance and vegetation removal activities throughout the construction phase; this qualified biologist shall have experience with special-status species known to occur in the area. Once ground disturbance and vegetation removal activities are complete, a qualified Consultant biologist shall be on-site as needed during construction to ensure compliance with mitigation measure requirements. Consultant shall complete daily monitoring forms detailing the activities for the day and information on biological resources; the monitor shall also take representative photos of the activities per day. The qualified Consultant biologist(s) shall have the right to halt all activities that are in violation of the special-status species protection measures. Work shall proceed only after hazards to special-status species are removed, the species are allowed to leave, or are removed, and the species is no

longer at risk. The qualified Consultant biologist(s) shall maintain a copy of all the compliance measures in their possession while work is being conducted onsite.

If required during pre-construction clearance surveys or required monitoring efforts, the qualified biologist(s) shall relocate common and special-status species that enter the proposed Project site; some special-status species may require specific permits prior to handling or have established protocols for relocation. Records of all detection, capture, and release shall be reported to CDFW and/or USFWS as appropriate. Should a federally or state-listed species be discovered onsite, at any time, then activities shall be suspended, and the USFWS and/or CDFW contacted, as appropriate. Work shall not resume until coordination/consultation with the USFWS and/or CDFW has been completed, and recommended measures/ requirements have been implemented to minimize harm/harassment to the species. The monitor shall additionally complete a biological resources monitoring form per day of site monitoring.

- Focused rare plant surveys must be completed prior to the start of construction.
- Pre-construction wildlife survey must be completed no more than seven days prior to the start of construction.
- Monitoring shall occur daily for the first week of construction and then once a week at a minimum for the duration or as needed to comply with adopted MMRP.

Task 4.3 – Nesting Bird Surveys and Avoidance Measures

If initial site disturbance is scheduled to begin during the avian nesting season (February 1 through August 31; January 1 through August 31 for raptors), Consultant shall provide qualified biologists to conduct breeding and nesting bird surveys no more than three (3) days prior to the start of site disturbance. Should work be suspended or delayed for a period of greater than seven 7 days (during the nesting season), then the qualified biologist(s), at

their discretion, shall complete an additional nesting bird survey to ensure that no additional nesting has occurred within or adjacent to the Project area; assume up to three additional one-day nesting bird surveys. If construction activities carry over into a second nesting season(s), Consultant shall conduct annual survey events until the Project is complete. Surveys shall be conducted within 500 feet of all proposed project activities.

Consultant shall assist City with notifications with the USFWS and/or CDFW if endangered or threatened species are observed. If breeding birds with active nests are found prior to or during construction, a qualified biological monitor shall establish a 300-foot buffer around the nest, and no activities shall be allowed within the buffer(s) until the young have fledged from the nest or the nest fails; initial buffers for nesting raptors shall be 500 feet. The prescribed buffers for common species may be adjusted by the qualified biologist based on existing conditions around the nest, planned construction activities, tolerance of the species, location of nest in relation to the sound attenuation wall, and other pertinent factors; for example, buffers for common passerines, often found to be habituated to human activity, may be adjusted down to 25 - 50 feet depending on the disturbance tolerance of each specific species. Buffer adjustments for listed and/or other sensitive species shall be done in coordination with the USFWS and CDFW as applicable. The qualified biologist shall conduct regular monitoring of the nest to determine success or failure and to ensure that proposed Project activities are not conducted within the buffer(s) until the nesting cycle is complete or the nest fails. Daily survey and/or monitoring forms shall be completed for each survey or day monitoring occurs.

Task 4.4 – Riparian Vegetation Removal and Replacement

Consultant shall prepare a Habitat Mitigation and Monitoring Plan to guide the restoration and monitoring activities related to impacts to riparian vegetation. This plan shall include, at a minimum, the following:

- a. Provide the total acreage of unique sensitive vegetation communities impacted, and abundance, density, and cover of each plant species and vegetation layer impacted (i.e., ground cover, forbs, subshrub, shrub, and trees)
- b. Provide the specific location of on- and/or off-site mitigation area(s) and a science-based factual discussion as to why the mitigation area(s) is appropriate for mitigating project-related impacts. Describe the environmental features (i.e., soils, slope, existing vegetation, hydrology) that would suggest the mitigation area(s) can support the vegetation and wildlife impacted by project activities
- c. Provide a vegetation survey conducted at a reference site containing the vegetation communities being mitigated, with as good or better-quality habitat, to document the density, abundance, diversity, and percent cover for each species by vegetation layer.
- d. A schematic depicting the mitigation area
- e. Proposed species list for creation/enhancement. A plant palette shall consist of species that are diverse with respect to growing duration (annual, perennial), life form (grasses, shrubs, trees, vines), and structure (ground cover, shrubs, tree canopy) that form the vegetation alliance that is being mitigated
- f. Planting/seeding methodology (e.g., sources of local propagules, container sizes, and seeding rates).
- g. Planting schedule
- h. Irrigation plan
- i. Weeding schedule; and invasive plant control methods that reduce or eliminate the use of chemicals
- j. Success criteria
- k. Monitoring methodology and schedule extended across a sufficient time frame to ensure that the new habitat is established, self-sustaining, and capable of surviving drought
- l. Reporting requirements

Task 4.5 – Paleontological Monitoring and Mitigation Plan

Provide a paleontologist meeting industry standards (Murphey et al. 2019) to act as the project paleontologist to oversee all aspects of paleontological mitigation, including the development and implementation of a Paleontological Monitoring and Mitigation Plan (PMMP) tailored to the Project plans that provides for paleontological monitoring of earthwork and ground disturbing activities into undisturbed geologic units with high paleontological potential to be conducted by a paleontological monitor meeting industry standards (Murphey et al. 2019). The PMMP shall include provisions for a Worker's Awareness Environmental Program (WEAP) training that communicates requirements and procedures for the inadvertent discovery of paleontological resources during construction and an unanticipated discovery plan should potential fossils be encountered.

Task 4.6 – Paleontological Worker Environmental Awareness Program

Prior to construction activities, the project paleontologist shall develop a paleontological resources WEAP training for all construction personnel, to be delivered by the project paleontologist or their

designee. This training shall include safety information about working with monitors onsite, legal protections for fossils, and steps to follow in the event of a fossil discovery.

Task 4.7 – Paleontological Monitoring During Construction

Paleontological monitoring shall be conducted by a qualified Consultant paleontological monitor for ground disturbance at any depth or ground disturbance exceeding five (5) feet in depth across the Project area. The project paleontologist may reduce the frequency of monitoring should subsurface conditions indicate low paleontological potential. The monitor shall additionally complete a paleontological resources monitoring form each day of monitoring.

Task 4.8 – Mitigation Plan Reviews

Consultant shall include the review of Noise Plan, Traffic Plan, Waste Disposal Plan, SWPP, Dewatering Permit and submittals associated with MMRP under Task 3.

Task 4.9 – Post-Construction Compliance Summary Report

At the conclusion of the construction, Consultant shall prepare a mitigation compliance summary report to document that applicable measures were adhered to during the Project's construction. The report shall include a summary of mitigation measures, verification methods, and results of compliance-related activities, such as environmental monitoring activities. The daily monitoring logs completed by the Resources Specialists (biologists, cultural resources specialists, paleontological resources specialists) shall be included as an attachment to demonstrate compliance. These logs shall be supported by photographs and/or other compliance documentation when applicable.

Task 4 Deliverables:

- *Environmental Awareness Training Meeting and associated training materials*
- *Daily Biological Resources Monitoring Forms, monitoring documentation, photos, and associated records*
- *Daily survey and/or monitoring reports (PDF)*
- *Habitat Mitigation and Monitoring Plan and associated documentation/materials (PDF)*
- *Draft Paleontological Monitoring and Mitigation Plan (PDF)*
- *Final Paleontological Monitoring and Mitigation Plan (PDF)*
- *Paleontological Worker Environmental Awareness Meeting with associated documentation and materials*
- *Daily paleontological resources monitoring report each day of monitoring (PDF)*
- *Final Post-Construction Compliance Summary Report (PDF)*

Task 5 – Post-Construction O&M and Monitoring Plan

This project is funded in part by the Safe Clean Water Regional Program. City prepared a draft Post-Design Operations and Maintenance (O&M) plan as part of the requirements to comply with the Safe Clean Water Regional Program. Consultant shall revise and expand this draft to develop a Post-Construction O&M Plan, incorporating project-specific equipment details, manufacturer and model information, and standard practices and operating procedures.

Prepare a Post-Construction Monitoring Plan meeting the Safe Clean Water Regional Program requirements, including updates to the stormwater treatment effectiveness (baseline expected performance), sampling procedures, quality control, data management verification and reporting, data quality assessment, data analysis procedures, and key performance indicators. Consultant shall provide sampling support to outline and guide baseline sampling constituents in accordance with the monitoring plan. City will collect samples and coordinate lab testing to provide baseline sampling.

The plan shall update the frequency of maintenance, replacement, and a schedule of system components for a period of 15 years.

Task 5 Deliverables:

- *Post-Construction Draft O&M and Monitoring Plan (PDF)*
- *Final O&M and Monitoring Plan (PDF)*

Task 6 – Record Drawings

Prepare as-built record drawings based on the markups from the City, Contractor, and CM. A single set of markups will be provided by the Contractor and verified as accurate and correct by the CM and City. The marked-up drawings shall show modifications resulting from shop drawings, submittals, clarifications, change orders, site conditions, and other as-constructed conditions.

Task 6 Deliverables:

- *As-Built Record Drawings (AutoCAD, PDF)*

Task 7 – Additional Engineering and Environmental Mitigation Services (As-Needed)

Provide as-needed services to address potential project tasks that may be required, including but not limited to the identification of species during surveys, increased monitoring, and/or stakeholder requests, etc. The hours budgeted under this task shall only be utilized after receiving written approval by City.

EXHIBIT "B"
SCHEDULE OF SERVICES

Task		Weeks After NTP
1	Project Management	50
2	Meetings and Conference Calls (As-Needed)	50
3	Engineering Services During Construction	36
3.1	RFIs and Clarifications	36
3.2	Review Contractor Submittals	36
3.3	Assist in Review of Change Orders	36
3.4	Conformed Drawings	4
3.5	Special Construction Observations	36
4	Environmental Mitigation Services	46
4.1	Environmental Awareness Training	7
4.2	Plant and Wildlife Preconstruction Clearance Surveys and Biological Monitoring	44
4.3	Nesting Bird Surveys and Avoidance Measures	6
4.4	Riparian Vegetation Removal and Replacement	4
4.5	Paleontological Monitoring and Mitigation Plan	7
4.6	Paleontological Worker Environmental Awareness Program	7
4.7	Paleontological Monitoring During Construction	18
4.8	Mitigation Plan Reviews	5
4.9	Post-Construction Compliance Summary Report	4
5	Post-Construction O&M and Monitoring Plan	8
6	Prepare/As-Built Drawings	8
7	Contingency	50

EXHIBIT "C" COMPENSATION

The total contract amount for the Project shall not exceed \$545,964.00

Project Cost Breakdown

RFP No.: 2025-1019

TASK	TOTAL COSTS
Task 1 - Project Management	
Task 1 Subtotal	\$32,056
Task 2 – Meetings and Conference Calls (As-Needed)	
Task 2 Subtotal	\$26,600
Task 3 – Engineering Services During Construction	
Task 3.1 – RFIs and Clarifications	\$34,092
Task 3.2 – Review Contractor Submittals	\$73,136
Task 3.3 – Assist in Review of Change Orders	\$12,684
Task 3.4 – Conformed Drawings	\$10,260
Task 3.5 – Special Construction Observations	\$8,671
Task 3 Subtotal	\$138,843
Task 4 – Environmental Mitigation Services	
Task 4.1 – Environmental Awareness Training	\$13,725
Task 4.2 – Plant and Wildlife Preconstruction Clearance Surveys and Biological Monitoring	\$156,327
Task 4.3 – Nesting Bird Surveys and Avoidance Measures	\$23,221
Task 4.4 – Riparian Vegetation Removal and Replacement	\$6,512
Task 4.5 – Paleontological Monitoring and Mitigation Plan	\$3,785
Task 4.6 – Paleontological Worker Environmental Awareness Program	\$1,461
Task 4.7 – Paleontological Monitoring During Construction	\$39,808
Task 4.8 – Mitigation Plan Reviews	\$7,172
Task 4.9 – Post-Construction Compliance Summary Report	\$16,513
Task 4 Subtotal	\$268,525
Task 5 – Post-Construction O&M and Monitoring Plan	
Task 5 Subtotal	\$20,450
Task 6 – Prepare As-Built Drawings	
Task 6 Subtotal	\$9,490
Task 7 – Contingency	
Task 7 Subtotal	\$50,000
Project Total	\$545,964

Hourly rates for persons working on the project/ services:

Position	Hourly Rate
Principal-in-Charge	\$ 302
Construction Management Advisor	\$ 301
Senior Principal Biologist	\$ 292
Environmental Mitigation Lead	\$ 292
Engineering Lead	\$ 274
Paleontology Lead	\$ 274
Project Manager	\$ 261
Landscape Architecture	\$ 261
Principal Scientist	\$ 261
Project Engineer	\$ 241
Paleontology Senior GIS	\$ 231
O&M Plan	\$ 219
GIS Specialist Biology	\$ 219
Paleontology QC	\$ 195
Paleontology GIS	\$ 187
Biologist 3	\$ 187
Paleontology Project Lead	\$ 165
Biologist 2	\$ 165
Archaeologist	\$ 165
Biologist 1	\$ 141
Paleontology Monitor	\$ 133

Mileage Reimbursement Rate at \$0.677 per mile.

