

CITY OF POMONA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of November 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 N2W Engineering, Inc., a California corporation, with its principal place of business at 3240 El Camino Real, Suite 120, Irvine, CA 92602 ("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 consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional engineering consulting services for the Booster Pump Station No. 2 Replacement Design, Project No. 95090 ("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 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 November 1, 2025, to October 31, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. 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: Greg Guillen, Principal Engineer.

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or

pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its 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 Twelve Thousand Eight Hundred Ten Dollars (\$512,810.00) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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

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

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to

Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

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: N2W Engineering, Inc.
3240 El Camino Real, Suite 120
Irvine, CA 92602
ATTN: Greg Guillen, Principal Engineer

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 N2W
ENGINEERING, INC.

CITY OF POMONA

N2W ENGINEERING, INC.

By:

Anita D. Scott
City Manager

By:

Greg Guillen
Principal Engineer

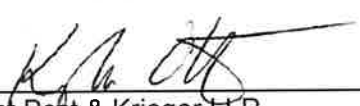


Digitally signed by Gregory Guillen
DN: C=US,
E=greg.guillen@n2weng.com,
CN=Gregory Guillen
Date: 2025.10.03 13:14:12-07'00'

Attest:

City Clerk

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall complete and deliver final civil engineering design plans for the replacement of Booster Pump Station No. 2, located at 450 East La Verne Avenue.

Task 1 – Project Management

Task 1.1 – Project Management and Controls

Implement project controls for monitoring project progress, budget, and schedule.

Establish and maintain a document control system for online file-sharing and storage of project files, reviews, deliverables, and City comments.

Prepare a baseline Project schedule and monthly progress updates. Project schedule shall include all deliverables, meetings, and milestones. City review of all deliverables shall be a minimum of three (3) weeks.

Submit monthly invoices showing time charged (staff titles, hours spent, etc.) to each task and subtask described in the contract documents.

Submit monthly progress reports summarizing project progress and accomplishments, current expenditures and remaining budget (by task), updated schedule, and any anticipated budget or schedule overruns. Progress reports shall align with invoices and be submitted simultaneously.

Notify City of any out-of-scope work items and obtain City approval prior to proceeding with any work, without exception.

Task 1.2 – Project Meetings

Design Kickoff Meeting

Lead design kickoff meeting to introduce key team members, review scope of services, confirm Project schedules, and establish overall goals, constraints, approach, and key milestones. Design kickoff meeting may be conducted virtually or in-person in conjunction with the initial site investigation by the design team.

Provide an agenda (at least two (2) days prior) and minutes (within three (3) days) for the design kickoff meeting. City comments and revisions to the agenda and minutes shall be incorporated before final versions are issued.

Progress Meetings

Conduct monthly virtual progress meetings for general project management coordination and to provide Project status updates to the City. Progress meetings shall be scheduled for at least 30 minutes in length.

Provide an agenda (at least two (2) days prior) and minutes (within three (3) days) for each progress meeting. City comments and revisions to the agenda and minutes shall be incorporated before final versions are issued.

Design Review Meetings

Conduct a Preliminary Design Report (PDR) meeting concurrently with submittal of the PDR to present the contents of the PDR, including initial findings, recommendations, constraints, approach, budget, and schedule. PDR meeting shall be conducted virtually, shall include a PowerPoint presentation, and shall be budgeted for two (2) hours in length.

Conduct a total of three (3) design review meetings with City following City's review of Preliminary (30%) Design, 60% Design, and 90% Design. Design meetings shall be conducted virtually, shall include a PowerPoint presentation, and shall be budgeted for two (2) hours in length each.

Provide an agenda (at least two (2) days prior) and minutes (within three (3) days) for the PDR meeting and each design meeting. City comments and revisions to the agenda and minutes shall be incorporated before final versions are issued. PowerPoint slides for all presentations shall be provided to the City for Project records.

Public outreach is not required in this Scope of Services.

Task 1.3 – Quality Assurance and Quality Control (QA/QC)

Provide a QA/QC program for the duration of the Project to ensure all project deliverables meet project goals and requirements by reducing errors and omissions and verifying adherence to all applicable standards, code requirements, and project requirements.

Maintain a decision log to record dates, descriptions, and supporting rationale for key project decisions. The decision log shall be kept in the established project file storage website.

QA/QC team shall be separate personnel from the day-to-day design team.

Task 1 Deliverables:

- Document Control System (Online)
- Monthly Invoices with Progress Reports (PDF format)
- Design Kickoff Meeting with Agenda and Minutes (PDF format)
- Progress Meetings with Agendas and Minutes (PDF format)
- PDR Meeting with Agenda and Minutes (PDF format)
- Design Meetings (30%, 60%, 90%) with Agenda and Minutes (PDF format)
- PowerPoint slides for PDR Meeting and all Design Meetings (PPT format)
- Decision Log (Excel format)

Task 2 – Existing Conditions Assessment

Task 2.1 – Background Information Review and Site Investigations

Procure and review relevant background information (drawings, data, reports) from City and other agencies, conduct site investigations by the design team, and interview management and operational staff identified by City to develop and document a thorough understanding of the existing site and operational conditions.

Conduct utility locating and potholing (assume fifteen (15) potholes) to establish a clear and full understanding of existing site conditions to serve as the basis of design for the Project.

Obtain utility information from the respective utility owners (Southern California Edison, SoCalGas, Spectrum, etc.).

Submit information and data requests to the City to request specific documents, details, or data not provided with the RFP that are critical to the completion of the Project.

Task 2.2 – Topographic Mapping

Conduct a field topographic survey of the extended project area, identified by the design team and confirmed by the City. Identify, at a minimum, all existing topography (one-foot contours), surface features, above-grade utilities, below-grade utilities, easements, property lines, and assessor parcel numbers. Site survey shall be based on NAD83 (horizontal) and NAVD88 (vertical) datums for survey reference. Tie in new survey data to existing topographic data from record drawings.

The site survey shall be stamped and signed by a Professional Land Surveyor currently licensed by the State of California. Survey drawings shall be prepared in the latest version of AutoCAD in Arch D (24"x36") format and shall be submitted to the City in AutoCAD and PDF formats.

Task 2.3 – Geotechnical Report

Conduct geotechnical site investigations and prepare a Geotechnical Report to establish environmental, design, and construction requirements and recommendations regarding regional seismic parameters, groundwater levels, liquefaction risks, soil corrosivity, construction dewatering, site preparation, trench and excavation safety, backfill and compaction, and additional criteria.

Conduct all necessary soil samples, borings, infiltration tests, etc., to complete a full site assessment of subsurface conditions.

The Geotechnical Report shall be prepared, stamped, and signed by a Professional Geotechnical Engineer currently licensed by the State of California and shall be prepared in conformance with the latest version of the *County of Los Angeles Department of Public Works Manual for Preparation of Geotechnical Reports*.

Task 2.4 – Hydraulic Assessment

Conduct a comprehensive hydraulic assessment to evaluate key design parameters, constraints, and operational considerations necessary for the development of the Project. The findings shall be documented in a Hydraulic Assessment Technical Memorandum (TM), which will serve as the foundation for the hydraulic design.

The hydraulic assessment shall include an evaluation of the existing booster pump station, including its configuration, hydraulic conditions, pump performance curves, efficiency data, and any known operational challenges. It shall also assess boundary conditions and establish critical design criteria, including but not limited to the following.

- System Hydraulics: Pressure requirements, velocity constraints, head loss limitations, and system curves.
- Pump Performance and Design: Pump curves, sizing, configurations, efficiency considerations, and redundancy requirements.

- Operational and Control Strategies: Station layout, control methodologies, automation strategies, and surge analysis.
- System Demand Conditions: Evaluation under peak hour demand, fire flow scenarios, and emergency operating conditions.

The Hydraulic Assessment TM shall be prepared, stamped, and signed by a Professional Civil Engineer currently licensed by the State of California.

Task 2 Deliverables:

- *Design Team Site Investigation(s)*
- *Utility Locating Report (PDF format)*
- *Pothole Report (PDF format)*
- *Information and Data Request (Excel format)*
- *Site Survey (AutoCAD, PDF formats)*
- *Geotechnical Report (PDF format)*
- *Hydraulic Assessment TM (PDF format)*

Task 3 – Preliminary Design

Task 3.1 – Preliminary Design Report

Develop a Preliminary Design Report (PDR) to establish a technically sound and feasible design approach to be reviewed and verified by City. The PDR shall include the following items, at a minimum:

- Executive summary
- Project background, goals, and constraints
- Summaries and impacts of existing conditions assessment and site investigations
- Comparison of selected project alternates, as applicable
- Summary of recommendations and design decisions
- Conceptual design (all disciplines)
- Anticipated construction schedule and sequencing
- Summary of impacts to facility operations
- Permitting requirements
- List of applicable codes
- Index of Design Drawings for 30%, 60%, 90%, and final design submittals
- Index of Specification Sections

The Site Survey, Geotechnical Report, and Hydraulic Assessment TM shall be included as appendices to the PDR.

(Conduct *PDR Meeting* under Task 1.)

The Draft PDR shall be submitted to the City for review. City comments shall be incorporated into the document and submitted as the Final PDR.

Task 3.2 – Preliminary (30%) Design

Provide preliminary (30%) design drawings and Opinion of Probable Construction Costs (OPCC) for the proposed project demolition and improvements as described in this task.

Provide demolition plans for the existing pump station facility, including structures, pumps, underground piping, electrical conduit and connections, motor control centers (MCCs), instrumentation, and other associated equipment and appurtenances.

Provide demolition plans for the existing breaker switch and metal housing structure associated with the existing on-site SCE transformer.

Provide design of new above-grade booster pump station, including, at a minimum:

- Pumps
- Piping and valves
- Building and site drainage
- MCCs and integrated remote terminal unit (RTU)
- Electrical and lighting
- Instrumentation and Controls
- Chemical dosing and pumping
- Site Security
- Structural elements
- Climate-controlled building
- SCADA and telemetry
- Main switch gear panel with connections to future SCE power supply
- Associated utility work and site improvements
- Architectural renderings

Provide design of concrete pad for future SCE transformer that shall replace the existing transformer.

Design shall include all CAD management. Drawings shall be prepared in the latest version of AutoCAD in Arch D (24"x36") format, using the City title block, and shall be submitted to the City in AutoCAD and PDF formats. Drawings to be submitted to SCE shall meet SCE CAD File Requirements.

Provide interactive three-dimensional building information modeling (BIM) to precisely coordinate the design amongst disciplines and to enable more efficient and targeted review of the constructability, functionality, operation, and maintenance of the facility.

Purchase all software and licenses required for the City to view and manipulate the prepared BIM models. The software must be compatible with ESRI and/or Autodesk software. A minimum of three (3) licenses shall be provided.

Provide three-dimensional BIM models of the Preliminary (30%) Design.

City has acquired an SCE service planner for this Project and shall coordinate with SCE in order to submit drawings for SCE review and approval during the design phase.

Provide a Class 3 OPCC in accordance with the Association for the Advancement of Cost Engineering (AACE) classification system.

(Conduct Preliminary (30%) Design Meeting under Task 1.)

Task 3 Deliverables:

- Preliminary Design Report, Draft and Final (PDF format)
- Preliminary (30%) Design Drawings (AutoCAD, PDF formats)
- Preliminary (30%) OPCC (Excel, PDF formats)
- Modeling software and licenses (minimum of three (3) licenses)
- Preliminary (30%) BIM Models (native format)

Task 4 – 60% Design

Incorporate 30% design comments from the City and prepare 60% Design Drawings, Technical Specifications, and OPCC (AACE Class 2) for the proposed demolition and improvements. Drawings shall be a complete set of plans, including all details, sections, schedules, schematics, special inspections, etc., required for construction of the Project.

Update project-specific sections of the City's existing front-end bid documents and Special Provisions.

Provide three-dimensional BIM models of the 60% Design.

(Conduct 60% Design Meeting under Task 1.)

Task 4 Deliverables:

- 60% Design Drawings (AutoCAD, PDF formats)
- 60% BIM Models (native format)
- 60% Technical Specifications (Word, PDF formats)
- 60% OPCC (Excel, PDF formats)

Task 5 – 90% Design

Incorporate 60% design comments from the City and prepare 90% Design Drawings, Technical Specifications, and OPCC (AACE Class 1) for the proposed demolition and improvements.

Geotechnical Engineer of Record shall conduct review of 90% Design Drawings and Technical Specifications to ensure geotechnical recommendations and requirements have been incorporated into the design prior to issuance.

Provide three-dimensional BIM models of the 90% Design.

(Conduct 90% Design Meeting under Task 1.)

Task 5 Deliverables:

- 90% Design Drawings (AutoCAD, PDF formats)
- 90% BIM Models (native format)
- 90% Technical Specifications (Word, PDF formats)
- 90% OPCC (Excel, PDF formats)

Task 6 – Bid-Ready Design Documents

Incorporate 90% design comments from the City and prepare AACE Bid-Ready Design Drawings, Technical Specifications, and OPCC (AACE Class 1) for the proposed demolition and improvements. Final OPCC shall be organized by bid item in accordance with the bid schedule for construction.

Provide all final detailed design calculations (hydraulic, structural, electrical, etc.).

All final drawings, specifications, and calculations shall be prepared, stamped, and signed by Professional Engineers currently licensed by the State of California in each of their respective fields of expertise (civil, structural, electrical, etc.).

Provide three-dimensional BIM models of the Bid-Ready Design.

Produce and deliver physical copies of the Bid-Ready Design Drawings as follows:

- Three (3) full-size bound plan sets, Arch D (24"x36")
- Six (6) half-size bound plan sets, Arch B (12"x18")

Task 6 Deliverables:

- *Bid-Ready Design Drawings (AutoCAD, PDF formats, and physical copies)*
- *Final BIM Models (native format)*
- *Bid-Ready Technical Specifications (Word, PDF formats)*
- *Final OPCC (Excel, PDF formats)*
- *Final Design Calculations (PDF, Excel, native formats)*

Task 7 – Environmental & Permitting

Provide permitting support for the Project. Identify permit requirements, incorporate comments from all authorities having jurisdiction, and revise the design documents as necessary.

Anticipated permitting agencies may include, but are not limited to, the following:

- City of Pomona – Encroachment Permit, Grading Permit, Building Permit
- South Coast Air Quality Management District (SCAQMD)
- Southern California Edison – Electrical Service Request

Prepare and submit all permit applications. All permits shall be included in the final contract documents.

Provide coordination and support consisting of one (1) agency meeting with each agency defined by the Consultant and provide additional correspondence via email and telephone.

California Environmental Quality Act (CEQA)

Prepare environmental documentation and follow City and CEQA guidelines. CEQA documentation will be completed based on the preliminary design. Provide services for the project elements included in project design to facilitate completion of the environmental process as follows:

- Determination and recommend mitigation measures if potentially significant adverse impacts are identified.
- Review and support completion of a draft Initial Study/Mitigated Negative Declaration (IS/MND) for public review and circulation. Assess need for a Mitigation Monitoring and Reporting Program (MMRP).
- Coordinate and support through completion of the environmental process, including but not limited to; distribution of notices and mailers, County Clerk and State Clearinghouse delivery/submittals, review comments, exhibits, and support documentation as needed to issue Final IS/MND.

Provide Environmental & Permitting Technical Memorandum (TM) to summarize project requirements identified under this task.

Task 7 Deliverables:

- *Environmental & Permitting TM (PDF format)*
- *Coordination and support for completion of Draft IS/MND and Final IS/MND*

Task 8 – Engineering Services During Construction

Provide review of twenty (20) Requests for Information (RFIs) and forty (40) construction submittals to be submitted by the awarded Contractor. Provide six (6) site visits to observe construction progress and provide as-needed support during startup and commissioning.

Task 8 Deliverables:

- *Twenty (20) RFI Reviews*
- *Forty (40) Construction Submittal Reviews*
- *Six (6) Construction Site Visits*

EXHIBIT "B"
SCHEDULE OF SERVICES

TASK	DURATION
Task 1 - Project Management	30 months
Task 1.1.- Project Management	30 months
Task 1.2 - Project Meetings	30 months
Task 1.3 - QA/QC	30 months
Task 2 - Existing Conditions Assessment	6 weeks
Task 2.1 - Background Information & Site Investigations	3 weeks
Task 2.2 - Topographic Mapping	3 weeks
Task 2.3 - Geotechnical Report	3 weeks
Task 2.4 - Hydraulic Assessment	3 weeks
Task 3 - Preliminary Design	19 weeks
Task 3.1 - Preliminary Design Report	9 weeks
Task 3.2 - Preliminary (30%) Design	10 weeks
Task 4 - 60% Design	10 weeks
Task 5 - 90& Design	8 weeks
Task 6 - Bid-Ready Design Documents	4 weeks
Task 7 - Environmental & Permitting	4 months
Task 8 - Engineering Services During Construction	20 months
PROJECT TOTAL	30 MONTHS

EXHIBIT "C" **COMPENSATION**

The total contract amount for the Project shall not exceed \$512,810.00.

PRICING PROPOSAL – RFP NO. 2025-1017

TASK	COST
Task 1 - Project Management	\$ 39,123.00
Task 1.1 - Project Management	\$ 5,586.00
Task 1.2 - Project Meetings	\$ 28,749.00
Task 1.3 - QA/QC	\$ 4,788.00
Task 2 - Existing Conditions Assessment	\$ 77,427.00
Task 2.1 - Background Information & Site Investigations	\$ 26,526.00
Task 2.2 - Topographic Mapping	\$ 14,929.00
Task 2.3 - Geotechnical Report	\$ 27,835.00
Task 2.4 - Hydraulic Assessment	\$ 8,137.00
Task 3 - Preliminary Design	\$ 101,331.00
Task 3.1 - Preliminary Design Report	\$ 17,597.00
Task 3.2 - Preliminary (30%) Design	\$ 83,734.00
Task 4 - 60% Design	\$ 112,186.00
Task 5 - 90% Design	\$ 71,700.00
Task 6 - Bid-Ready Design Documents	\$ 41,886.00
Task 7 - Environmental & Permitting	\$ 20,748.00
Task 8 - Engineering Services During Construction	\$ 48,409.00
PROJECT TOTAL	\$ 512,810.00

Hourly rates for people working on the project/services:

Position	Hourly Rate
Technical Advisor and Technical Expert	\$305.00
Principal Engineer and Executive Director	\$295.00
Vice President and Managing Director	\$290.00
Senior Project Manager	\$285.00
Project Manager and Senior Engineer	\$260.00
Deputy Project Manager and Project Engineer III	\$235.00
Project Engineer II	\$220.00
Project Engineer I	\$210.00
Staff Engineer III	\$205.00
Staff Engineer II	\$200.00

Staff Engineer I	\$190.00
Engineering Associate	\$175.00
Operation Manager	\$185.00
Senior Operator	\$150.00
Operator II	\$140.00
Operator I	\$130.00
Operator in Training	\$90.00
Maintenance and Repair Manager	\$185.00
Maintenance and Repair Technician II	\$150.00
Maintenance and Repair Technician I	\$130.00
Installation & Construction Manager	\$215.00
Installation & Construction Superintendent	\$195.00
Installation & Construction Foreman	\$140.00
Sr. CAD Designer	\$175.00
CAD Designer	\$140.00
Project Coordinator	\$125.00
Project Administrator	\$105.00

Other Expenses

Vehicle Mileage	\$0.75 per mile
N2W Truck Use (minimum ½ Day)	\$155 per day
Travel per Diem	\$310 per day
Subcontractor and Material Markup	Cost plus a 15% maximum markup charge.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA.