

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Second Amendment to Agreement for Consultant Services ("Second Amendment"), effective October 16, 2018, is between the City of Pomona (the "City") and RMC Water and Environmental (the "Consultant").

Background

- A. In October 2016, the City and the Consultant entered into an agreement for consultant services (the "Original Agreement") under which the Consultant was to complete a Water, Sewer and Recycled Water Strategic Plan for the City by October 2017. A copy of the executed Original Agreement is attached hereto as Exhibit A.¹
- B. Although the Consultant has made significant progress on the strategic plan, the plan has taken longer than expected to complete. The parties amended the Original Agreement once before to extend the time for completion to October 2018 (a copy of the executed First Amendment is attached hereto as Exhibit B), but the plan was not completed when the extended time for performance expired.
- C. The City still desires to have the Consultant complete the strategic plan for the same cost and under the same terms as the Original Agreement and First Amendment, and the Consultant desires to fulfill its obligations under the same to avoid a default.
- D. The parties therefore desire to enter into this Second Amendment to retroactively extend the term of the Original Agreement to allow the Consultant to fulfill its obligations.
- E. Now, therefore, in consideration of the mutual obligations in this Second Amendment, and for other good consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Terms and Conditions

- 1. **Modification of Paragraph 1.** Paragraph 1 of the Original Agreement is modified to read in its entirety as follows:

¹ Any capitalized word or phrase used and not defined in this Second Amendment has the same meaning ascribed to it in the Original Agreement.

1. **TERM.**

A. The term of this AGREEMENT shall be either (i) for three years, commencing on October 17, 2016, and continuing through October 16, 2019, (the "Extended Term") or (ii) until CONSULTANT performs the services required of it under this AGREEMENT to the full satisfaction of the CITY, whichever occurs first.

B. If CONSULTANT does not perform all the services required of it under this AGREEMENT by the end of the Extended Term, the term of this AGREEMENT will automatically extend for another year unless the CITY indicates in writing at least two business days before the end of the Extended Term that the CITY declines to extend the Extended Term, in which case the Extended Term ends without extension, and the CITY may pursue its remedies for failure to perform.

2. **Continued Effect of Original Agreement and First Amendment.** All provisions of the Original Agreement and First Amendment, except as modified by this Second Amendment, remain in full force and effect and are hereby reaffirmed. Other than as stated in this Second Amendment, this Second Amendment does not operate as a waiver of any condition or obligation imposed on the parties under the Original Agreement and First Amendment.
3. **Interpretation of Amendment.** In the event of any conflict, inconsistency, or incongruity between any provision of this Second Amendment and any provision of the Original Agreement or First Amendment, the provisions of this Second Amendment control.

[END OF SECOND AMENDMENT. SIGNATURE PAGE FOLLOWS.]

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

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy Interim
City Attorney

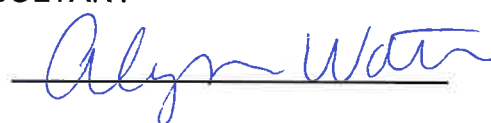
THE CITY OF POMONA

By: _____

Linda Lowry, City Manager

Date: _____

CONSULTANT

By: 

Signature

Alyson Watson

Print Name

President

Title

Date: 2/12/19

Approved by City Council on ____, 2019.

EXHIBIT A

Original Agreement

[Follows this cover page]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("AGREEMENT") is entered into by and between the CITY OF POMONA ("the CITY") and RMC Water and Environmental ("CONSULTANT"), collectively referred to hereinafter as the Parties.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to provide professional water resources services for the CITY;

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **TERM.** This AGREEMENT shall be for a term of one (1) year commencing on October 17, 2016, continuing through October 16, 2017.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.

The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

Darron Poulsen
City of Pomona
Water Wastewater Operations Department
505 South Garey Avenue
Pomona, CA 91766
(909) 620-2253

B. The principal representative of the CONSULTANT shall be:

Persephene St. Charles
Vice President
RMC Water and Environment
2400 Broadway, Suite 300
Santa Monica, CA 90404
(310) 566-6460

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

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

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

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

9. INDEMNITY AND INSURANCE

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

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this AGREEMENT, the CITY shall then have the right to terminate this AGREEMENT by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

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

15. **STANDARD.** CONSULTANT agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are CONSULTANT's entire responsibilities and the CITY's exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. **RESOLUTION OF DISPUTES.**

- A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war

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

ATTEST:

Eva M. Bines
City Clerk

THE CITY OF POMONA

By: Linda Lowry
Linda Lowry, City Manager

Date: 10-27-16

APPROVED AS TO FORM:

Teresa Chen
City Attorney
Teresa Chen, Deputy City Attorney

CONSULTANT

By: Randall Raines
Signature
Randall Raines
Print Name
Principal
Title

Date: 10/5/2016

Approved by City Council on October 3, 2016

- Present results of gaps and needs assessment
- Identify strategies and actions to implement
- 6. Project and Program Implementation/Funding
 - Identify key planning gaps and needs
 - Determine planning/program efforts and actions
 - Determine Capital Improvement Plan (CIP) development process
 - Articulate overall funding and financing process (input from rate analysis being conducted)
- 7. Finalize Strategic Plan
 - Refine Plan outline and content
 - Comments on draft plan and next steps
- 8. Near-term CIP
 - Discuss near-term (FY2017-18) CIP priorities and funding plan
 - Other next steps for Utility

Deliverables:

- Workshop agendas and materials (8)
- Workshop notes (8)

Subtask 1.3: Purpose, Goals and Objectives

RMC will collect and summarize examples of strategic planning formats for discussion at workshop 1 (under task 1.2). As a result of the discussion at workshop 1, RMC will prepare a draft outline for the strategic plan with key goals and objectives identified in the outline. The outline will be revised based upon input from City staff.

Deliverables:

- Draft Strategic Plan outline
- Revised Strategic Plan outline

Subtask 1.4: Utility Management

RMC, in a collaborative effort with our subconsultant, Robert DeLoach, will review existing organizational structure, identify strengths and weakness and develop recommendation for optimal organizational structure. To understand the current utility management structure RMC will:

- Review the current organizational structure, reporting relationships, span of control, and degree of cross-functionality and vertical and horizontal integration, including inter-agency relationships
- Review employee job descriptions and relationships between job classifications
- Conduct a "Job Match Survey" using a Position Description Questionnaire (PDQ) with designated employees at various levels within the current organizational structure
- Conduct employee interviews and individual work units
- Conduct inventory and analysis of current allocation of labor and equipment by task and quantify existing maintenance and service levels across all operational functions (*in conjunction with Task 2*)

RMC will work with City staff to determine an annual process and schedule for CIP development and other planning processes using the tools and recommendations developed previously.

RMC will work with the City's rate consultant to determine what can also be gleaned from the ongoing rate study to craft an overall strategy for financing projects and programs. RMC will prepare a funding plan that can be used by the City to determine what and when outside funds (through grants and loans) could be available to fund projects and programs. Since many of the funding programs are dynamic, the funding plan will focus on the City's goals for obtaining outside funding, understanding the types of funding available and prepare for applying for those funds if they are in line with City's goals. Specific funding mechanisms relative to a near-term CIP will be identified under Task 1.8.

Deliverables:

- Project and Program Implementation/Funding TM

Subtask 1.7: Draft and Final Strategic Plan

After completion of Subtasks 1.3 through 1.6, RMC will revisit the Strategic Plan outline with City staff at a workshop under Task 1.2 and revise accordingly. From that outline and the deliverables generated within this task, RMC will prepare a draft Strategic Plan document in Word format. An executive summary will be created based upon comments on the draft Strategic Plan. Comments on both the draft Strategic Plan and executive summary will be used to create a final version of the Strategic Plan (including the executive summary). It is assumed that the draft plan will be no longer than 50 pages, inclusive of executive summary and exclusive of appendices.

Deliverables:

- Draft Strategic Plan
- Draft Executive Summary
- Final Strategic Plan

Subtask 1.8: Near-Term CIP Planning

RMC will work with the City to implement the planning processes articulated in the Strategic Plan and the results of the planning efforts in Tasks 2-4 to develop a near-term CIP and implementation plan specific to the City's current needs and opportunities. The near-term CIP will indicate a listing of projects and programs that could be considered by the City for implementation, as well as next steps that should be completed to facilitate implementation.

Deliverables:

- Draft Near-term CIP and Implementation Plan
- Revised Near-term CIP and Implementation Plan

- Work with city to prioritize projects/options based upon selected evaluation criteria
- Feed supply project scenarios into master planning efforts

RMC will provide interim deliverables as task activities are completed. A draft Water Resources Utilization Plan (or Optimization Study) will be prepared for City staff review as well as revised and final versions based upon City staff comments.

Deliverables:

- Supply analysis
- Project concept spreadsheet
- Draft Water Resources Utilization Plan
- Revised Water Resources Utilization Plan
- Final Water Resources Utilization Plan

Subtask 2.2: Grant Assistance and Preliminary Studies

RMC will provide grant funding assistance to the City based upon the priorities established under Task 1. RMC will also conduct necessary planning/feasibility/facilities studies to support the City's ability to access those funds. It is assumed that the specific scope for this task will be refined to be within the level of effort and budget assumed for this subtask.

Deliverables:

- Grant applications (to be determined)
- Planning studies (to be determined)

Task 3: Engineering Standards and Guideline Development

Subtask 3.1: Engineering Standards and Specifications

RMC will meet with City staff to discuss current needs for City Utility engineering standards and specifications. RMC will provide examples of engineering specifications and standards from other similarly sized cities in California as options for City staff to consider. It is assumed that City staff will review the collection of specifications and standards provided and indicate which specs and standards to incorporate as the City's. RMC will facilitate making the adjustments to the City's standards and specifications up to the level of effort assumed in the budget.

Deliverables:

- Compilation of specifications and standards from other cities
- Compilation of updated City specifications and standards

Subtask 3.2: Review Process and Approval Guidelines

RMC will work with City staff to develop process and guidelines that can be used to review and approve CIP projects and new development requests as well as finalizing standard plans and specifications

downward based on the projections and planned implementation of the recycled water Task 2.1 analysis. Future demands will be projected in one-year increments for the next five years and in five-year increments thereafter until the planning horizon.

For purposes of creating a hydraulic water model and forecasting future water demand by development, RMC will verify water demand duty factors and peaking factors developed in the last Master Plan for each category of land use in City's General Plan. RMC will also develop maximum-day and peak-hour water demand factors for the different categories of land use. A single diurnal curve pattern will be determined from information available from SCADA and from typical trend and predictable water use patterns. The developed factors will be determined and validated based on observed customer water demand patterns.

Deliverables:

- Demand Projections TM

Subtask 4.3: Water Resources & Supply

RMC will use the supply analysis developed under Task 2.1 to inform the supply assumptions for the Water Master Plan. RMC will evaluate the adequacy of any recommended improvements to, if necessary, City's overall emergency supply capability, such as emergency power generators, emergency pumps, supply redundancy, and inter-ties with adjacent cities and water agencies.

RMC will note relevant updates to the following supply facilities that should be incorporated into the master planning effort such as:

- Capacity of existing wells and capacity of the groundwater basins from which the City pumps
- Supply availability and new rate structure based on 1) fixed water supply at a "base" unit cost based on voluntary contracts; 2) backup supply at a higher unit cost for unplanned circumstances (peak usage, etc.); and 3) interruptible water at a lower cost than Tier 1 that would be unavailable during system-wide peak water demand periods or times of shortage
- Capacity of existing water treatment plants

RMC will also use this task to glean information on potential future supplies and facilities needed to access those supplies being considered under Task 2.1. Conservation programs and their impacts will also be developed based upon information from Tasks 2.1 and 4.2.

Deliverables:

- Water Supply TM

Subtask 4.4: Water System Hydraulic Model and Hydraulic Evaluation

RMC will prepare a hydraulic model of City's water system. The model will be used for facilities sizing, operational studies, planning studies, and other system evaluations as specified in this scope.

RMC will assemble a computerized hydraulic model that simulates the entire City water system, based on City's existing model. The model will include, but not be limited to, the following:

- A 24-hour extended period simulation model will be created using the City's preferred water modeling software (e.g. Innovyze's modeling software, InfoWater).

pressures under average day, maximum day and fire flow conditions, storage, pumping and supply capacities. Recommended improvements will be made to resolve those deficiencies.

Water Storage Requirements – RMC/ID Modeling will evaluate the recommended water storage in each pressure zone. Sizing considerations will include, but not be limited to, fire flow/duration, peak hour needs, loss of power, water quality, and number of supply sources in pressure zone(s) served. RMC will consider the useable capacities of the reservoirs.

Booster Pumping and Supply Requirements – RMC/ID Modeling will evaluate sufficient booster pumping and supply capacity requirements for each pressure zone. Sizing considerations will include the demands in the zone with the largest unit out of service.

Model of Water System for Future Development– RMC/ID Modeling will evaluate the water system model for system deficiencies and for improvements necessary due to additional growth developed for 20 years into the future. A scenario containing the demand projections will be added to the model. The future demand projections from Subtask A2.1 will be used to allocate model demands. RMC/ID Modeling will use the model to evaluate and recommend the required transmission mains, reservoirs, pressure zones, pump stations, pressure reducing valves, and supply facilities for future water demand and development.

Deliverables:

- Hydraulic Model TM

Subtask 4.5: Master Plan Preparation

RMC/ID Modeling will incorporate the findings and recommendations of the project into a comprehensive Water Master Plan. This plan will document the methodology and assumptions used to develop the hydraulic model, the recommended performance and design criteria, and present the model results and recommended improvements and CIP.

RMC will prepare a final Sewer Master Plan, incorporating the City's comments on the Draft Master Plan.

Deliverables:

- Draft Sewer Master Plan
- Final Sewer Master Plan

Evaluate Renewal/Replacement Program Needs

Subtasks 4.6 through 4.9 involve the development of a recommended program for the replacement and rehabilitation of water pipelines, based on review of the City's inspection and operational data. The results of this task would provide estimates of future renewal and replacement (R/R) needs in terms of the amount and cost of water system R/R needed to sustain adequate system condition and operation over the long-term. The forecasted budget needs will be incorporated into the phased CIP and presented in the Water Master Plan report.

Subtask 4.6: Review Operational and Inspection Data

RMC will review available operational and inspection data collected to date. RMC will work with the City to consolidate the data into a single database if possible that can be linked to GIS and used to facilitate display of the condition assessment results and analysis of rehabilitation and replacement needs.

collection. The information may include additional data, facility information and other required information including but not limited to:

- The City's most current digital collection system map and database in GIS format
- Digital mapping related to the City's general plan or other specific planning areas, if available
- Record drawings (as available) of any sewer facilities for which complete data is not included in current model or GIS database
- Pump station record drawings, operating information, and SCADA data
- Latest County tax assessor's database, which includes parcel land use information, or parcel data available from the City related to land use, dwelling units, lot sizes, etc.
- Available water consumption data by customer account
- SSO and blockage reports, maintenance logs and other data relating to known problem areas in the collection system

RMC will review the data in order to assess the information available for preparing the Master Plan. For any data that is not available but critical for the Master Plan, RMC will recommend an approach for obtaining the information or making use of existing data, and will discuss this approach with the City.

Deliverables:

- Data request list

Subtask 5.3: Hydraulic Model Development

RMC will develop a hydraulic model for the sewer system that will be used to assess potential capacity constraints and improvement needs. RMC will use its own licenses of InfoWorks ICM (Innovyze, Inc.), a top-of-the-line, fully-dynamic modeling software that can accurately model the effects of surcharging, backwater, and flow splits.

Develop Model Network and Update GIS

RMC will develop the model sewer network using data from the City's GIS, previous model, and recent record drawings. The model network will include at a minimum all sewers 10 inches and larger. Five to 10 miles of additional sewers may be added to the previously modeled trunk system in order to include any potentially critical smaller diameter pipes, including those that may serve areas of significant size, areas of potential future growth or redevelopment, or those that are known or suspected by City staff to have capacity problems. The model will also include any pump stations located within the trunk network. Following the construction of the model database, a QA/QC process called "model validation," will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g. negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations, etc.). Missing or suspect data in the modeled network will be resolved to the extent possible through review of available record drawings, discussion with City staff, interpolation or inference (where reasonable) based on surrounding data or LIDAR ground elevation data, and/or manhole surveys.

RMC will review and refine (subdivide) the subbasin boundaries from the previous model and assign the model loads and flow factors developed as part of Subtask 4.2 to the subbasins.

Subtask 5.4: System Performance Evaluation and Improvement Needs

This task involves evaluation of collection system capacity and identification of specific improvement needs to address any deficiencies.

Establish Capacity Evaluation and Design Criteria

RMC will propose appropriate design and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities, including Manning's "n" factor for gravity sewers or Hazen-Williams "C" for force mains, maximum d/D values, minimum and maximum velocities, slopes, and depth of cover, and pump station design and reliability considerations (e.g., firm capacity, efficiency, emergency storage). RMC will also identify alternative approaches for defining an appropriate design storm or storms, including use of an actual historical storm or a synthetic event based on rainfall intensity-duration-frequency statistics or other methods such as the SCS Type IA distribution curve. RMC will propose criteria for evaluating the performance of the system under the design event (e.g., acceptable level of surcharge) that reflects the City's desired level of service and risk acceptance. The proposed criteria will be reviewed and discussed with City staff.

Evaluate Existing System Performance

Using the hydraulic model, RMC will evaluate the performance of the existing collection system under existing and future dry and design wet weather flows. Capacity deficiencies will be identified based on the performance criteria established in Subtask 5.1. Thematic maps and hydraulic gradeline plots will be prepared to present the identified capacity problem areas.

Develop Capacity Improvement Projects

Using the hydraulic model, RMC will develop and test solutions to identified capacity deficiencies. Solutions may include upsizing or paralleling existing pipes, consolidating flows in new sewers or existing sewers with available capacity, or implementing flow diversions at critical locations.

RMC will conduct a planning-level analysis of project alignments, including review of aerial photographs and conducting field visits (if necessary) to potential project sites. The purpose of these investigations is to confirm the suitability of pipeline alignments, and identify any design, constructability, permitting, or environmental issues that could potentially be "fatal flaws" or that should be considered in project development. RMC will develop planning level cost estimates based on the most viable construction method for each potential solution for the identified deficiencies.

Review City's Standard Sewer Specifications and Details

RMC will review the City's standard sewer specifications and construction details and provide recommendations for improvements/revisions. The review of specifications will focus on compliance with current standards. It is anticipated the standard details will require more extensive revisions than the specifications. RMC will submit a brief TM summarizing the recommendations for the updates.

Deliverables:

- Capacity Analysis TM
- Thematic maps and hydraulic gradeline plots of predicted capacity deficiencies
- Future Improvements to Standard Specifications and Details TM

Subtask 5.7: Develop Flow Monitoring Plan

RMC will identify potential flow monitoring locations and refine proposed flow monitoring locations based on discussions with City staff and review of final system data before developing a flow monitoring plan for the City's review and approval.

Subtask 5.8: Conduct Flow Monitoring

After the City's review and approval of the flow-monitoring plan, RMC's flow monitoring subconsultant, will conduct a reconnaissance of the flow monitoring sites (focused on new sites not metered for the previous MP) to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access. The flow monitoring subconsultant will then install, calibrate and maintain the flow meters for up to two months during the rainy season and remove the flow meters at the end of this monitoring period. In addition, three recording rain gauges will also be installed to capture rainfall data during the flow monitoring period. RMC will review flow monitoring site reports to confirm final flow meter locations and will periodically review the flow monitoring data (every two to three weeks) during the flow monitoring periods to check data quality and consistency. Final electronic data files (15-minute data) at the conclusion of the monitoring will be provided.

The flow monitoring data will be provided to the City along with summary information for each flow monitoring site (e.g., average, minimum, and peak flows, and plots of depth, velocity, flow rate, and rainfall). Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration.

Deliverables:

- Flow monitoring plan including proposed meter sites and meter tributary areas

Assumptions:

The flow monitoring budget assumes 10 area-velocity flow meters and 3 rain gauges are installed for a period of up to two months during the 2016/2017 rainy season.

Evaluate Renewal/Replacement Program Needs

Subtasks 5.9 through 5.12 involve development of a recommended program for the replacement and rehabilitation of sewers, based on review of the City's CCTV inspection data. This results of this task would provide estimates of future R/R needs in terms of the amount and cost of sewer system R/R needed to sustain adequate system condition and operation over the long-term. If the City decides to proceed with this task, the forecasted budget needs will be incorporated into the phased CIP and Master Plan report developed in Task 5.

Subtask 5.9: Review CCTV Inspection Data

RMC will review the Inspect-IT databases for the CCTV inspection data collected to date. RMC will work with the City to consolidate the data into a single database if possible that can be linked to GIS and used to facilitate display of the condition assessment results and analysis of rehabilitation and replacement needs.

Subtask 5.10: Formulate Sewer Rehabilitation and Replacement Decision Process

RMC will work with City staff to develop a decision matrix to identify the specific defects requiring maintenance, repair, rehabilitation, and replacement along with specific methods to employ to address

Exhibit B - Compensation

Task Description	Cost
Task 1 – Strategic Planning	\$184,487
Task 2 – Water Resources Planning	\$244,801
Task 3 – Engineering Standards and Guideline Development	\$85,144
Task 4 – Potable Water System Master Plan	\$322,416
Task 5 – Wastewater Collection System Master Plan	\$263,102
Total	\$1,099,950

DESIGNATED EMPLOYEE CATEGORIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client#: 8372

RMCWATERE

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 - David C. Eckman	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com														
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6803H436674	10/14/2016	10/14/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTIONS	X	X	CUP6H354902	10/14/2016	10/14/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	UB3916T448	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: Professional Service Agreement. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of

Pomona, including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants. Commercial General Liability is primary and non-contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Pomona 505 South Garey Avenue Pomona, CA 91766-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation. Cancellation provisions are solely as shown on this certificate.
Cancellation: 30 Day/10 Day for Non Payment of Premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Pomona, including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-

COMMERCIAL GENERAL LIABILITY

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Client#: 8372

RMCWATERE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2016

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DESCRIPTIONS (Continued from Page 1)

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EXHIBIT B

First Amendment

[Follows this cover page]

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT ("FIRST AMENDMENT") for professional water resource services is entered into by and between the CITY OF POMONA (the "CITY") and RMC Water and Environment ("CONSULTANT") hereinafter referred to as the "Parties."

RECITALS

WHEREAS, on October 3, 2016, the City Council approved the award of an Agreement for Consultant Services ("Agreement") to CONSULTANT for professional water resource services, including the development of a water, sewer, and recycled water strategic plan;

WHEREAS, the CITY and CONSULTANT executed said Agreement for an amount not to exceed \$1,099,950;

WHEREAS, on February 5, 2018, the City Council approved the extension of the Agreement Term to October 16, 2018;

WHEREAS, the Parties, desire to enter into this FIRST AMENDMENT to extend the Agreement Term as set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 1 of the Agreement is amended to extend the Term of the Agreement to October 16, 2018.
2. Except as stated herein, all other terms and conditions of the Agreement shall remain in full force and effect. This FIRST AMENDMENT's extension of the Agreement Term does not modify the Agreement's Scope of Services or maximum compensation.

IN WITNESS WHEREOF this FIRST AMENDMENT is signed by the Parties hereto on the date(s) indicated below.

ATTEST

Eva M. Buco
City Clerk

CITY OF POMONA

By: Linda Conway
City Manager

Date: 3-8-18

APPROVED AS TO FORM:

Anita Lakhan
For: City Attorney
By: Deputy City Attorney, Anita Lakhan

RMC WATER AND ENVIRONMENT

Signature: Alyson Watson

Printed Name: Alyson Watson

Title: President

Date: 2/8/18