

**CITY OF POMONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN CITY OF POMONA AND CARTEGRAPH**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 2<sup>nd</sup> day of December, 2019, 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 Cartegraph, a limited liability company, with its principal place of business at Technology Park, 3600 Digital Drive, Dubuque, IA 52003 ("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 consulting laboratory information management system ("LIMS") software service provider required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting LIMS software 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 consulting LIMS software service provider for the City's Laboratory Information Management System Upgrade project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting LIMS software service provider 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 Consultant shall complete the Services within 14 months after the date of the City's issuance to Contractor of the Notice to Proceed, unless earlier terminated as provided herein. Final expiration of this Agreement shall be at the end of the warranty period following the City issues to Consultant a Notice of Completion.

### **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 and in no more than seven (7) calendar days. In the event City response to Consultant's submittals is greater than seven (7) calendar days, then starting on the eighth (8) calendar day the Term (Section 3.1.2) shall be tolled by an equal number of days of the delayed City response. 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: Kurtis Warne, Sr. Account/Project Manager and Ken Walker, Team Lead.

3.2.5 City's Representative. The City hereby designates Chris Diggs, Water Resources Manager, 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/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kurtis Warne, Sr. Account/Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Term"). Consultant agrees that if the Services are not completed within the Term, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of Two Hundred Fifty Dollars (\$250.00) per day for each and every calendar day of delay beyond the date of the City's issuance of a Notice to Proceed to Consultant, with

the exception of City related delays as specified in Section 3.2.2.

3.2.9.1 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.

3.2.9.2 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.

3.2.9.3 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.

3.2.9.4 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.

3.2.9.5 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.

3.2.9.6 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.

3.2.9.7 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.

### 3.2.10 Insurance.

3.2.10.1 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.

3.2.10.2 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.

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

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

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

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

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

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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.

3.2.10.9 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.

3.2.10.10 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.

3.2.10.11 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.

3.2.10.12 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.

### 3.2.11 Water Quality Management and Compliance.

3.2.11.1 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.

3.2.11.2 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.

3.2.11.3 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.

### 3.2.11.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to

indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Eleven Thousand Nine Hundred Seventy Five Dollars (\$111,975.00) 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: Cartegraph  
5400 Laurel Springs Parkway, Suite 1105  
Suwanee, GA 30024  
ATTN: Mitch Copman, SEMS General Manager/Kurtis  
Warne, Sr. Account/Project Manager

City: City of Pomona  
148 N. Huntington Street  
Pomona, CA 91766  
ATTN: Chris Diggs, Water Resources Manager

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 CARTIGRAPH

CITY OF POMONA

Cartigraph

By: \_\_\_\_\_  
Linda Lowery  
City Manager

By: \_\_\_\_\_  
Ben Murray  
Chief Financial Officer

*Attest:*

\_\_\_\_\_  
City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

City seeks a fully operational LIMS system capable of housing all water quality data in a user friendly platform capable of producing State required monthly and annual reports, accepting data directly from the City's chosen laboratory, and one that tracks and reports on the required water quality samples needing to be analyzed. The LIMS shall be Cloud based, offer no less than six hosted/ Web-based users licenses, and fully serviced by Consultant. Below is a comprehensive description of the Services to be provided.

#### **DATA MANAGEMENT SOFTWARE IMPLEMENTATION SERVICE – PHASE I ON-PREMISE TO HOSTED & BENCHSHEETS/LOGSHEETS**

- Consultant shall host at City's office a kick off meeting once Project is approved as well as status meetings once every two weeks (or at the discretion and convenience of City) during the life of the project.
- Consultant shall be responsible for setup and configuration of Consultant Hosted/Web based accounts for at least six hosted/ web based accounts. Consultant shall coordinate with City to retrieve current backup (.bak) and restore the backup on Consultant Hosted/ Web-based account. Consultant shall take on all configuration and integration of its Lab Connect functionality, including: discussion/approval from City, Consultant, and Lab submission of EDDs to Consultant. Consultant shall also be responsible for setup of FTP location for all EDDs Files. Lab Connect needs to be flexible to allow for change in primary laboratory if a change is made.
- Consultant shall be responsible for setup and configuration of Consultant bench sheet/daily logs.
  - a) Consultant shall be responsible for integrating the ability to query/print weekly reports for the City's Sample Station Water Quality Data (RDS/TCR Route) including: (sample location, site #, sample date/time and "total" Cl<sub>2</sub>, 1 quarter repeat/ 2 quarter repeat/ 3 quarter Repeat/ 4 quarter repeat) as outlined in "DS2019.xlsx." Consultant shall also be responsible for integrating any updates to the form i.e.: subtraction/additions to our sample station infrastructure.
  - b) Consultant shall be responsible for integrating the ability to query/print daily reports of The City's Daily Operations Data/ Log Sheets, including: sampler name, sample date, sample location, sample time, temperature in Celsius, pH units, Total/Free Cl<sub>2</sub>, HPC (Y/N check mark for use by COC), NO<sub>3</sub> (mg/L), and bottle count. Data will need to be able to be uploaded to Consultant for historical tracking. In addition to tracking, sample data shall have the ability to track user generated comments for record keeping.
  - c) Consultant shall be responsible for integrating the ability to query/print monthly reports for The City's Monthly well status sheet including: (days of month, day of week, and status of well in OFF and ON parameter, and indication of sample frequency events being completed in monthly period) as outlined in "Monthly Well Status Sheet 2019.xlsx"

- d) Consultant shall design and implement bench sheets to capture daily data entry to populate all reports in conjunction with lab data captured through Lab Connect. Data required to be collected is outlined below in summaries of State reports.

#### DATA MANAGEMENT SOFTWARE IMPLEMENTATION SERVICES – PHASE II MONTHLY STATE REPORTS

- Consultant shall implement Setup and configuration of automating State Reports for each month with “June State Report 2019.pdf” as an example of a Quarterly State Report. Descriptions of work required for each report within the State Report will be listed below. Consultant will also highlight all sections of reports that require Water Quality Supervisory Staff to check off, populate, or sign.
- REPORT I- MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

- a) Consultant shall implement setup and configuration of automating Coliform Monitoring Report. This includes populating:

Section 1) routine samples- number required, number collected, number total coliform positives, number fecal/ E.coli positives.

Section 2) repeat samples following samples that are total Coliform positive and fecal/ E. coli *Negative*- number collected, number total Coliform positives, number fecal/ E. coli positives.

Section 3) repeat samples following routine samples that are total coliform *positive* and fecal/ E.coli positive- number collected, number total Coliform positives, number fecal/ E. coli positives.

Section 4) MCL computation for total coliform positive samples- Total number of samples collected, total number of TC positives and percentage of samples that are total coliform positive  $[(TC \text{ positive} / \text{total number collected}) \times 100]$

Section 5) source samples triggered by routine samples that are total Coliform positive- number collected, number total Coliform positives, number fecal/ E.coli positives.

- b) Consultant shall implement setup and configuration of the Coliform Monitoring Worksheet which shall populate the following: A running list of “Routine Samples” from the Weekly RDS TCR Route that are found to be TC positive within the month as well as the date the sample was taken. A running list of “Repeat Samples” that must be taken following a TC positive (ex: DS07, HA07, HB07) as well as the dates of repeat sampling and coliform results (TC-, TC+BUT FC/EC-, TC+AND FC/EC+). A running list of “Trigger Source Samples” that must be taken after a TC positive (i.e. compliance monitoring sources) and date that source samples have been taken and TC and E. coli results.

- REPORT II- LOWEST CHLORINE RESIDUAL LOG FOR RESERVOIR 6 EFFLUENT
  - a) Consultant shall implement setup and configuration of automating population of Lowest Chlorine Residual log for Reservoir 6 Effluent (R06-E) by auto populating the month and year of the report and populating Lowest Chlorine Residual table (date, lowest chlorine residual mg/L, temperature, and CT value) with all data expressed with up to 3 significant figures (i.e. : 12.1 or 9.34)
- REPORT III- LOWEST CHLORINE RESIDUAL LOG FOR RESERVOIR 5 EFFLUENT
  - a) Consultant shall implement setup and configuration of automating population of Lowest Chlorine Residual log for Reservoir 5 effluent by populating the month and year of the report and populating Lowest Chlorine Residual table (date, lowest chlorine residual mg/L, temperature, and CT value) with all data expressed with up to 3 significant figures (ie: 12.1 or 9.34)
- REPORT IV- MONTHLY SUMMARY OF MONITORING FOR SURFACE WATER TREATMENT REGULATIONS
  - a) Consultant shall implement setup and configuration of automating monthly summary of monitoring for surface water treatment regulations. This Includes the following: tracking the date, peak recycled water turbidity (currently unused), peak raw water turbidity<sup>2</sup>, peak settled water turbidity, treated water turbidities every four hours- NTU (Midnight to 4:00 AM, 4:00 AM to 8:00 AM, 8:00 AM to noon, noon to 4:00 PM, 4:00 PM to 8:00 PM, 8:00 PM to midnight), and calculating daily averages.
  - b) Consultant shall populate all data after the primary data table including: total number of samples taken (excluding "offline"), percentage of samples with readings less than 0.2 NTU, number of readings greater than 0.2 NTU, average effluent NTU, maximum discrete turbidity value, and average percent reduction during the month.

#### REPORT V- CT COMPLIANCE FOR GIARDIA LAMBLIA CYSTS BY FREE CHLORINE

- a) Consultant shall implement setup and configuration of automating CT compliance for Giardia Lamblia Cysts by free chlorine. This includes the following in the top section: Segment 2- gallons (filter- empty value x media porosity percentage), month and year.
  - b) Consultant shall implement setup and configuration of populating the following in the bottom section: Segment 1-flow rate in GPM, temperature in Celsius, pH, and chlorine residual In mg/L. Segment 2- temperature in Celsius, pH and chlorine residual in mg/L. Segment 3- CT and log inactivation results- calculated Cl<sub>10</sub>, inactivation ratio, calculated log (Segment 1) inactivation, calculated log (Segment 2) inactivation, and calculated log (total) inactivation.
- REPORT VI- CITY OF POMONA WATER TREATMENT PLANT GENERAL PHYSICAL

- a) Consultant shall implement setup and configuration of automating report for City's water treatment water treatment plant general physical. This includes the following: date, flow in MGD, temperature in Celsius, average chlorine residual in S.P Eff.,  $\text{Cl}_2$  settled,  $\text{Cl}_2$  treated,  $\text{Cl}_2$ , in gallons/ day, NTU at the influent, NTU at S.P effluent, NTU settled, NTU treated, odor influent, odor effluent, color influent, color effluent, CT in 2 log, Alum in mg/L, Pomez mg/L, and PH.
- REPORT VII- RESERVOIR 2 BLENDING (MONTHLY COMPLIANCE REPORT)
  - a) Consultant shall implement setup and configuration of automating report for Reservoir 2 blending- monthly compliance report. This includes populating the following fields in Table I (Sources): source name, capacity (GPM), total production (MG), sample date, and results ( $\text{NO}_3$  as N in mg/L and  $\text{ClO}_4$  in ug/L)
  - b) Consultant shall implement setup and configuration of automating Table II (blended water- weekly testing) this includes populating the following fields: week number, sample date and time, nitrate as (N) in mg/L, perchlorate in ug/L, retake results for nitrate and perchlorate, and average of sample and retake results.
- REPORT VIII- DAILY NITRATE BLENDING CALCULATIONS
  - a) Consultant shall implement setup and configuration of automating daily nitrate blending calculations. This includes populating the following: day, column A: flow for W9B, column B: concentration (monthly results for perchlorate, example: If sample is taken in the middle of the month perchlorate samples will show previous months results up until new results are updated) for W09B, Column C:  $A \times B$ , Column D: Flow for W13, Column E: concentration for W13 (monthly results for perchlorate, example: If sample is taken in the middle of the month perchlorate samples will show previous months results up until new results are updated), Column F:  $D \times E$ , Column G: flow for R09, Column H: concentration (monthly results for perchlorate, example: If sample is taken in the middle of the month perchlorate samples will show previous months results up until new results are updated for R09), Column J:  $G \times H$ , Column K for blended effluent:  $C+F+J$ , Column L for blended effluent:  $A+D+G$ , Column M for blended effluent: K/L.
- REPORT IX- WELL NO. 3 (MONTHLY COMPLIANCE REPORT)
  - a) Consultant shall implement setup and configuration of automating the monthly compliance report for Well 3 (W03), this includes Section I: monthly monitoring of W03 Influent for VOCs. For this section the monthly sampling results for: date, 1, 1-DCE, TCE, and 1, 1, 1-TCA need to be populated.

- b) Section II. Weekly monitoring of W03 air stripper effluent (W03-T) for VOC's needs to be populated with the following data: week, results for 1,1-DCE (ug/L) , TCE (ug/L), 1,1,1-TCA (ug/L), total coliform (P/A), and chlorine residual (mg/L).
  - c) Section III. Average flow rates needs to be populated with the following data: water (cfs), air (cfs), air/water ratio, and total volume of treated water (MG). Data will be populated from bench sheet.
- REPORT X- WELL NO. 7, 8B & 32 AIR STRIPPING FACILITY (MONTHLY COMPLIANCE REPORT)
  - a) Consultant shall implement setup and configuration of automating Section I (sources-monthly). This includes populating the following monthly results: 1,1-DCE, 1,1,1-TCA, TCE, and PCE for W07, W08B and W32. Manganese (monitored triennially) will also need to be populated for W32.
  - b) Consultant shall implement setup and configuration of automating Section II. Weekly air stripping facility effluent (ASF-E). This includes populating the following: weekly results for 1,1-DCE (ug/L), PCE (ug/L), TCE (ug/L), 1,1,1-TCA (ug/L), chlorine residual (mg/L), and monthly Results for total coliform (P/A).
  - c) Consultant shall implement setup and configuration of automating Section III (average flow rates). This includes populating the following reads for W07, W08B, and W32: Water (cfs), air (cfs), air/ water ratio. The monthly total for the total volume of treated water (MG) will have to be populated. Data will be populated from bench sheet.
- REPORT XI- RESERVOIR 5 BLENDING – MONTHLY COMPLIANCE REPORT
  - a) Consultant shall implement the setup and configuration of automating Section I (sources- monthly and quarterly testing) this includes populating the following: sample date, capacity (gpm), total production (MG), NO<sub>3</sub> as (N) (mg/L), and ClO<sub>4</sub> (ug/L) for MWD to Reservoir 5, W03, W07, W08B, and W32. Section I also needs to have the quarterly sampling results for ortho phosphate populated for W07, W08, and W32.
  - b) Consultant shall implement the setup and configuration of automating Section II A (Reservoir 5 blended water- weekly and monthly testing: nitrate, perchlorate, and ortho phosphate). The following field shall be auto populated: Sample date, nitrate results, perchlorate results, retake results (NO<sub>3</sub> as N and ClO<sub>4</sub>), and weekly sampling results of ortho phosphate (mg/L).
  - c) Consultant shall implement the setup and configuration of automating the Section II B (volatile organic compounds, pH grab samples, and hexavalent chromium) this includes populating the following values: sample date, weekly sample results (1,1-DCE, 1,1,1-TCA, PCE, TCE, pH grab samples) and monthly sampling results for Cr6 (ug/L).  
Data in this report will be populated from bench sheet as designed by Consultant.

- REPORT XII- DAILY NITRATE AS (N) NITROGEN BLENDING CALCULATIONS – W03, W07, W08B, W32
  - a) Consultant shall implement the setup and configuration of populating the following fields: day of month, Column A- flow rate for imported water, column B- NO3 as (N) results for imported water, Column C- A x B, Column D- flow rate for W03, Column E- NO3 as (N) for W03, Column F- D x E, Column G- Flow Rate of W32, Column H- NO3 as (N) for W32, Column I- G x H, Column J- Flow for W07, Column K- NO3 for as (N) W07, Column L- J x K, Column M- flow for W08B, Column N- NO3 as (N) for W08B, Column O- M x N, Column P- C+F+I+L+O for Blend R05-T, Column Q- A+D+G+J+M for Blend R05-T, Column R- IP/Q NO3 as (N) Blend R05-T, Column S Average NO3 as (N) R05-T.
- REPORT XIII- DAILY PERCHLORATE BLENDING CALCULATIONS
  - a) Consultant shall implement the setup and configuration of populating the following fields: day of month, Column A- flow rate for imported water, Column B- ClO4 results for imported water, Column C- A x B, Column D- flow rate for W03, Column E- ClO4 for W03, Column F- D x E, Column G- flow rate of W32, Column H- ClO4 for W32, Column I- G x H, Column J- flow for W07, Column K- ClO4 W07, Column L- J x K, Column M- flow for W08B, Column N- ClO4 for W08B, Column O- M x N, Column P- C+F+I+L+O for Blend R05-T, Column Q- A+D+G+J+M for Blend R05-T, Column R- IP/Q ClO4 Blend R05-T, Column S Average ClO4 Blend R05-T.

#### REPORT XIV- DAILY CHROME VI BLENDING CALCULATIONS

- a) Consultant shall implement the setup and configuration of populating the following fields: day of month, Column A- flow rate for imported water, Column B- CrV for imported water, Column C- A x B, Column D- flow rate for W03, Column E- CrVI for W03, Column F- D x E, Column G- flow rate of W32, Column H- CrVI for Well 32, Column I- G x H, Column J- flow for W07, Column K- CrVI for W07, Column L- J x K, Column M- flow for W08B, Column N- CrVI for W08B, Column O- M x N, Column P- C+F+I+L+O for Blend R05-T, Column Q- A+D+G+J+M for Blend R05-T, Column R- IP/Q CrVI for Blend R05-T, Column S- CrVI for Blend R05-T.
- REPORT XV- W37 ANION EXCHANGE FACILITY- MONTHLY COMPLIANCE REPORT
  - a) Consultant shall implement the setup and configuration of Section I (Well 37 raw/ influent- monthly) this includes populating the following monthly results: date, nitrate as (N) (mg/L), perchlorate (ug/L), and total coliform (P/A).
  - b) Consultant shall implement the setup and configuration of Section II (Well 37 treated/ effluent- monthly) this includes populating the following monthly results: date, NDMA (ng/L), pH (unit), specific conductance (umhos/cm), sulfate (mg/L), and chloride

(mg/L). Consultant shall populate the following weekly results: weekly nitrate as (N) (mg/L), weekly perchlorate results in (ug/L). This section will also include daily chlorine residuals (mg/L). Data will be populated from bench sheet designed by consultant.

- REPORT XVI- ANION EXCHANGE PLANT 1, 2 AND 3

- a) Consultant shall implement the setup and configuration of Section I (AEP wells – analytical testing) this includes populating the following fields: nitrate as (N), ClO<sub>4</sub>, TCE, PCE, 1,1-DCE, Cr Total, and Cr<sup>6+</sup> (separate table) results, dates and sampling frequency. The results need to be populated for the following wells: 2, 5B, 6, 10, 14\*, 15, 16, 17, 18\*, 21, 23, 25, 26, 34 and 36 (\*currently not in service).
- b) Consultant shall implement the setup and configuration of Section II (AXP-R: AEP raw water – weekly analytical testing) this includes populating the dates and the following weekly results: NO<sub>3</sub> as (N) (mg/L) with monthly average and ClO<sub>4</sub> (ug/L) with monthly average. This section also includes the following monthly results: pH, EC (mg/L), SO<sub>4</sub> (mg/L), and Cl (mg/L).
- c) Consultant shall implement the setup and configuration of Section III (AXP-T: AEP 1 & 2- weekly analytical testing) this includes populating the following weekly results and dates for AEP 1 & 2 (AXP-T): NO<sub>3</sub> as (N) (mg/L) and ClO<sub>4</sub> (ug/L) as well as monthly averages for results.
- d) Consultant shall implement the setup and configuration of Section IV (AEP 3- weekly & quarterly analytical testing) which includes the following weekly results for AXP-3I: dates, ClO<sub>4</sub> (ug/L) as well as the monthly average.
  - a. Consultant shall also populate the following weekly results in AEP 3 Treated (AXP-3T): ClO<sub>4</sub>. Section IV also includes the following AEP 3 Blended (AXP-B) results: dates, NO<sub>3</sub> as N and ClO<sub>4</sub> (weekly) and pH, EC, SO<sub>4</sub>, Cl (monthly) as well as NDMA (quarterly)
  - b. Consultant shall also populate the following weekly dates and results for the AEP 3 Vessels (1 A/B – 6 A/B): Perchlorate (ug/L) with monthly averages for each vessel. The data in this section will need to be able change depending on which vessel is currently in the “lead” position.
- e) Consultant shall implement the setup and configuration of Section V (Reservoir 6 effluent- compliance point- weekly/quarterly/semi-annual analytical testing) This includes the following: dates, weekly results for NO<sub>3</sub> as (N), ClO<sub>4</sub> (results of <2 need to be recorded as 2 for averages), TCE, PCE, and 1,1-DCE as well as monthly averages for each. This section also requires: Quarterly results for NDMA, semi-annual results for Cr total, monthly results for Cr<sub>6</sub>, and monthly results for 1,2,3-TCP.

For all sections that include ClO<sub>4</sub> averaging, any value of <2 needs to be calculated with a value of “2” in Anion Exchange Plant 1, 2 and 3 report.



- REPORT XVII- ANION EXCHANGE PLANT 1, 2, AND 3 NITRATE & PERCHLORATE BLEND CALCULATIONS
  - a) Consultant shall implement the setup and configuration of populating the following fields: Column A- flow of AEP 1 & 2 (MGD) as well as total of all fields in the column, Column B- Flow of AEP 1 & 2 New Bypass (MGD) as well as total of all fields in the column, Column C- flow of AEP old bypass (MGD) as well as total of all fields in the column, Column D- Flow of AEP blended (MGD) as well as total of all fields in the column, Column E1- daily nitrate as NO<sub>3</sub> results for AXP-R, Column E2- daily nitrate as (N) results for AXP-R, Column F- weekly ClO<sub>4</sub> results (shown daily) for AXP-R, Column G1- daily nitrate as NO<sub>3</sub> results for AXP-T, Column G2- daily nitrate as (N) results for AXP-T, Column H- weekly results (shown daily) ClO<sub>4</sub> results for AXP-3I, Column I- weekly results (shown daily) ClO<sub>4</sub> results for AXP-3T, Column J- calculated daily (calculation in legend of report) nitrate as N results for AXP-B, and Column K- calculated (calculation in legend of report) daily ClO<sub>4</sub> results for AXP-B.
- REPORT XVIII- MONTHLY GROUNDWATER BACTERIOLOGICAL MONITORING
  - a) Consultant shall implement the setup and configuration of populating the following fields for City well sites: status (Online/Offline, with “online expressed as blank), sampling date (if site is “offline,” the date field should show “offline”), total coliform (P/A), and HPC. Fields without any result data shall express this with (-) symbol.
- REPORT XIX- GENERAL PHYSICAL SUMMARY
  - a) Consultant shall implement the setup and configuration of populating the following fields for our monthly general physical results for each month of the year for each of our 35 Sample Stations: Temperature (C) as well as monthly average, color, odor, and turbidity. The report will be a running 12 month report. Bottom section that indicates which week of the month is being represented needs to be auto populated. Resample data (when applicable) needs to be represented in its own set of column(s) in its corresponding month.
- REPORT XX- VOC MONITORING SUMMARY
  - a) Consultant shall implement setup and configuration of populating the following fields for our VOC Monitoring Summary which covers all of City well sites, tunnel wells, PFP-R, AXP-R, AXP-T, AXP-B results: month and year, status (online/ offline, with “Online” expressed as blank), sample date and 1,1-DCE, 1,1,1-TCA, PCE, TCE results.
- REPORT XXI- PEDLEY SURFACE WATER TREATMENT PLANT SOURCE WATER MONITORING

- a) Consultant shall implement setup and configuration of populating the following fields for Section I (Pedley surface water treatment plant influent- coliform monitoring): with all bacteriological values expressed as MPN/100mL: date, total coliform (MPN/mL), fecal (MPN/mL), HPC (CFU/mL)
  - b) Consultant shall implement setup and configuration of populating the following fields for Section II (Evey Canyon- coliform monitoring): with all bacteriological values expressed as MPN/100mL: date, total coliform (MPN/mL), fecal (MPN/mL), HPC (CFU/mL)
  - c) Consultant shall implement setup and configuration of populating the following fields for Section III (Pedley surface water treatment plant source water monitoring) for all source waters being treated at Pedley: site (PFP Raw, TW01, TW02, TW03, and TW04), sample frequency, date and results for nitrate as (N) sampling, date and results for perchlorate sampling.
- REPORT XXII- GAC VESSEL MONITORING: W05B, W06 W16, W17 AND R06-E
    - a) Consultant shall implement setup and configuration of populating the following fields for Section I (well head discharge/ R06-E compliance- monthly analytical testing) for W05B, W06, W16, W17: Date, Nitrate as (N), ClO<sub>4</sub>, TCE, PCE, 1,1-DCE, 1,1,1 TCA, total coliform (P/A) and HPC. R06-E needs to have 1,2,3-TCP results as well as sampling date. 1,2,3 TCP lab results are reported in ug/L, report needs to have the results submitted in ng/L.
    - b) Consultant shall implement setup and configuration of populating the following fields for Section 2A (GAC vessels for W05B A/B \*lead & lag effluent- & vessel ports 25%, 50%, 75%- monthly analytical testing): GAC facility (this section will need to be able to change depending on which vessel is currently in lead and lag position), total coliform (P/A for lead and lag vessel.) Bacteria resample events due to total coliform positive or HPC will need to be inserted when resample is required. TCE, PCE, 1,1-DCE, and 1,1,1 TCA (for triggered percentage ports), and 1,2,3-TCP for LAG effluent results. 1,2,3 TCP lab results are reported in ug/L, report needs to have the results submitted in ng/L.
    - c) Consultant shall implement setup and configuration of populating the following fields for Section 2B (GAC Vessels for W05B A/B- \*lead & lag effluent weekly analytical testing): date, TCE, PCE, 1,1-DCE & 1,1,1 TCA for lead effluent (this section will need to be able to change depending on which vessel is currently in the lead position), and TCE, PCE, 1,1-DCE & 1,1,1 TCA for lag effluent (this section will also need to be able to change depending on which vessel is currently in the lag position.)
    - d) Consultant shall implement setup and configuration of populating the following fields for Section 2A (GAC vessels for W06 A/B \*lead & lag effluent- & vessel ports 25%, 50%, 75%- monthly analytical testing): GAC facility (this section will need to be able to change depending on which vessel is currently in lead and lag position), total

coliform (P/A for lead and lag vessel.) Bacteria resample events due to total coliform positive or HPC will need to be inserted when resample is required. TCE, PCE, 1,1-DCE, and 1,1,1 TCA (for triggered percentage ports), and 1,2,3-TCP for LAG effluent results. 1,2,3 TCP lab results are reported in ug/L, report needs to have the results submitted in ng/L.

- e) Consultant shall implement setup and configuration of populating the following fields for Section 3B (GAC vessels for W06 A/B- \*lead & lag effluent weekly analytical testing): date, TCE, PCE, 1,1-DCE & 1,1,1 TCA for lead effluent (this section will need to be able to change depending on which vessel is currently in the lead position), and TCE, PCE, 1,1-DCE & 1,1,1 TCA for lag effluent (this section will also need to be able to change depending on which vessel is currently in the lag position.)
- f) Consultant shall implement setup and configuration of populating the following fields for Section 2A (GAC Vessels for W16 A/B \*lead & lag effluent- & vessel ports 25%, 50%, 75%- monthly analytical testing): GAC facility (This section will need to be able to change depending on which vessel is currently in lead and lag position), total coliform (P/A for Lead and Lag Vessel.) Bacteria resample events due to total coliform positive or HPC will need to be inserted when resample is required. TCE, PCE, 1,1-DCE, and 1,1,1 TCA (for triggered percentage ports), and 1,2,3-TCP for LAG effluent results. 1,2,3 TCP lab results are reported in ug/L, report needs to have the results submitted in ng/L.
- g) Consultant shall implement setup and configuration of populating the following fields for Section 4B (GAC Vessels for W16 A/B- \*lead & lag effluent weekly analytical testing): date, TCE, PCE, 1,1-DCE & 1,1,1 TCA for lead effluent (this section will need to be able to change depending on which vessel is currently in the lead position), and TCE, PCE, 1,1-DCE & 1,1,1 TCA for lag effluent (this section will also need to be able to change depending on which vessel is currently in the lag position.)
- h) Consultant shall implement setup and configuration of populating the following fields for Section 2A (GAC vessels for W17 A/B \*lead & lag effluent- & vessel ports 25%, 50%, 75%- monthly analytical testing): GAC facility (this section will need to be able to change depending on which vessel is currently in lead and lag position), total coliform (P/A for lead and lag vessel.) Bacteria resample events due to total coliform positive or HPC will need to be inserted when resample is required. TCE, PCE, 1,1-DCE, and 1,1,1 TCA (for triggered percentage ports), and 1,2,3-TCP for lag effluent results. 1,2,3 TCP lab results are reported in ug/L, report needs to have the results submitted in ng/L.
- i) Consultant shall implement setup and configuration of populating the following fields for Section 5B (GAC Vessels for W17 A/B- \*lead & lag effluent weekly analytical testing): date, TCE, PCE, 1,1-DCE & 1,1,1 TCA for lead effluent (this section will need to be able to change depending on which vessel is currently in the lead

position), and TCE, PCE, 1,1-DCE & 1,1,1 TCA for lag effluent (this section will also need to be able to change depending on which vessel is currently in the lag position.)

- **REPORT XXIII- QUARTERLY REPORT FOR DISINFECTANT RESIDUALS COMPLIANCE FOR SYSTEMS USING CHLORINE OR CHLORAMINES**

\*This section is a Quarterly report- only needs to be generated at the end of each quarter.

- a) Consultant shall implement setup and configuration of populating the following fields for quarterly disinfectant residuals: month, number of samples taken, and monthly average (total) chlorine level (residual). This section keeps a running annual average where the 1<sup>st</sup> quarter's section reflects the last three quarters of the previous year, the 2<sup>nd</sup> quarter's section reflects the last two quarters of the previous year, the 3<sup>rd</sup> quarter's section reflects the last quarter of the previous year, and the 4<sup>th</sup> quarter show only the current year's monthly average residuals.

- **REPORT XXIV- QUARTERLY DBP2 REPORT**

\*This section is a Quarterly report- only needs to be generated at the end of each quarter.

- a) Consultant shall implement setup and configuration of populating the following fields for the Section I: haloacetic acids (HAA5): MP4 (current quarter) results, for each of the required sites, locational running annual average (LRAA calculated) HAA5 for each of the required sites, and operational evaluation level (OEL calculated) HAA5 for each of the required sites. This section keeps a running list of 4 quarterly monitoring periods with the current quarterly period always being MP4, the previous three quarterly monitoring periods will need to be reflected on the rest of the report.
- b) Consultant shall implement setup and configuration of populating the following fields for the Section II: Total trihalomethanes (TTHM): MP4 (current quarter) results, for each of the required sites, LRAA (calculated) TTHM for each of the required sites, and OEL (calculated) TTHM for each of the required sites. This section keeps a running list of 4 quarterly monitoring periods with the current quarterly period always being MP4, the previous three quarterly monitoring periods will need to be reflected on the rest of the report.

### LIMS SOFTWARE IMPLEMENTATION SERVICES – PHASE III MONITORING SCHEDULE

- **SETUP AND CONFIGURATION OF WATER QUALITY MONITORING SCHEDULE**

- a) Consultant shall implement setup and configuration of the water quality monitoring schedule as dictated by all State and Federal requirements, City operating permits, vulnerability assessment, contaminant levels, and internal sampling. This includes setup and configuration of all sampling locations, setup of all parameters (monitoring

- frequency i.e.: weekly, monthly, semiannual, etc.), and scheduling all recurring samples at their determined frequency. Consultant shall have the ability to change sampling frequency as they are subject to change. Consultant will also be required the ability to schedule all sampling events by laboratory analysis profiles, sampling methods and single/multiple constituent(s), dependent on the choice of the user.
- b) Consultant shall implement setup and configuration of the water quality monitoring schedule to include the ability to easily mark well sites as “ON” and “OFF,” through either manual or automatic means. If well status is “ON” during any part of a scheduling period, Consultant will generate the sample required by the monitoring schedule. If well status is “OFF” during any part of a scheduling period, Consultant will not generate any sampling events during the period. If well status goes from “OFF” to “ON” during a scheduling period, Consultant will generate the samples that are required by the schedule
- \*“monitoring schedule 2019.xlsx” may be used as an example.

#### TRAINING AND DEPLOYMENT SERVICES

- a) Consultant shall provide initial onsite training as well as training after any implementation and configuration. Consultant shall provide at least 40 hours of training.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall complete the Scope of Services within fourteen months (14) from the date of City issuance to Consultant a notice to proceed.

**EXHIBIT "C"**  
**COMPENSATION**

Consultant shall be paid based on the completion of the following tasks.

<u>TASK</u>	<u>COST</u>
User Licenses (6)	\$3,000
Phase I Implementation and Setup	\$9,750
Phase II Implementation and Setup	\$56,925
Phase III Implementation and Setup	\$29,400
Training	\$6,900
Post Implementation Training	\$6,000
 Total	 \$111,975