

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CAROLLO ENGINEERS, INC.

2022 Non-Potable and Recycled Water Master Plan (RFP No. 2030)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CAROLLO ENGINEERS, INC., a Delaware corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with 2022 Non-Potable and Recycled Water Master Plan (RFP No. 2030) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2023, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Thirty-Nine Thousand Two Hundred Twelve Dollars (\$239,212.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department
City of Riverside
Attn: Anthony Manzano
3750 University Avenue, Suite 300
Riverside, CA 92501

To Consultant

Carollo Engineers, Inc.
Attn: Graham J. G. Juby
3400 Central Avenue, Suite 205
Riverside, CA 92506

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs 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.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the 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, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: Susan Wilson
Assistant City Attorney

CAROLLO ENGINEERS, INC.,
a Delaware corporation authorized to do business
in California

By: _____
GRAHAM JURY
[Printed Name]
VICE PRESIDENT
[Title]

By: D. Rajesh Babu
VICE PRESIDENT
[Printed Name]
RAJESH DOPPALAPUDI
[Title]

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

City of Riverside

Riverside Public Utilities – Non-Potable and Recycled Water Master Plan

Carollo Engineers, Inc.

SCOPE OF WORK

Carollo has prepared this proposal to provide engineering services for the preparation of the City of Riverside Public Utilities' (City or RPU) 2021 Non-Potable and Recycled Water Master Plan (Master Plan). The objective is to develop a Master Plan that provides the City with a list of project alternatives that can be used to guide the City when making strategic decisions within the near-term (Phase I – upcoming 7 Years) and long-term (Phase II – Build-Out) planning horizon.

The scope of services that are proposed align with the scope of work tasks listed in the RFP. Key approaches that either supplement the scope or describe our methodology and assumptions are provided under each respective task.

The deliverables are summarized by task and will all be submitted electronically in pdf and native MS Word format, unless stated differently. **Three optional tasks (Tasks B, C and D) have been included in the scope of work and are listed at the end of this scope of work document.**

Task 1 – Data Collection and Review

Task 1.1 – Data Collection and Review

Carollo will collect and review RPU's relevant planning documents for this Master Plan, which will be used to assess potential project alternatives in this Master Plan. We will prepare a prioritized data collection list to track the status of various documents. We will provide the list at the kickoff meeting.

Task Deliverables:

Deliverables for Task 1: Data Collection List

Task 2 – Non-Potable and Recycled Water Supply Assessment

Task 2.1 – Potential Supply Sources within City

Carollo will coordinate with RPU staff to summarize potential supply options within the City. Anticipated sources include current and future supplies from the Regional Water Quality Control

EXHIBIT A

Plant (RWQCP), non-potable wells, and tailwater from the Riverside Canal and Gage Canal. Carollo anticipates leveraging existing and future flow projections in the City's 2020 Wastewater Master Plan, which will be discussed with RPU staff. Anticipated changes to the Santa Ana River discharge requirement will also be discussed, which is currently set at 25,000 acre-feet per year (afy) and may possibly be reduced in the future, thus providing additional supply for RPU. Coordination meetings between RPU and the City's Wastewater Division are not included. It is assumed that the City will provide historical supply data (5 to 10 years) in Excel format in annual, daily, and hourly increments. Once the data is reviewed for up to three (3) sources, a list of the final sources that will be considered for the alternative analysis will be provided to RPU staff for review and approval.

Task 2.2 – Potential Supply Sources Outside of City

Carollo will coordinate with RPU staff to identify up to two (2) potential supply options located outside of the service area that may be considered for the Master Plan. It is assumed that RPU will collaborate with Carollo to identify the supply options considered. Options may include supply from Western Municipal Water District (WMWD) or other sources adjacent to the City. It is assumed that the City will assist in coordinating with outside agencies to obtain historical supply data (5 to 10 years) in Excel format in annual, daily, and hourly increments. Once the data is reviewed for up to two (2) sources, a list of the final sources that will be considered for the alternative analysis will be provided to RPU staff for review and approval.

Task Deliverables:

Deliverables for Task 2: Supply Source Table (electronic format)

Task 3 – Characterization of Non-Potable and Recycled Water Quality

No scope for Carollo under this Task. City will perform the original scope of work and provide the water quality characteristics for non-potable and recycled water to Carollo for use in the other Tasks.

Task 4 – Demand and Market Assessment

Task 4.1 – Review and Update NPRW Database

Carollo will review the NPRW user database created as part of the previous master plan as well as recent potable water billing data to identify a list of potential NPRW customers. It is assumed that RPU staff will assist in obtaining historical potable water billing data to be used as a baseline to estimate potential NPRW. Peaking factors for specified water user types will be

EXHIBIT A

developed as part of Task 5. To assist in the identifying potential customers, Carollo will coordinate with City staff to contact up to five (5) large potential target customers to obtain feedback on interest to connect and typical demand patterns.

Based on the supply availability of the RWQCP within the near-term, the market assessment will target the largest NPRW consumers that are within a closer proximity to the plant or existing pipeline infrastructure. Pickup customers with smaller demands that are located along an alignment will be considered. However, it may not be cost effective to serve these smaller consumers if significant pipeline extensions are required. Criteria will be established to assist RPU in determining the most cost-effective customers to serve. Typically, potable water rates will be used as a basis of comparison when calculating the amortized annual cost for each pipeline segment. Other non-monetary consideration may be considered and discussed with RPU staff, such as, educational or environmental benefits.

Customers that are considered within this analysis will be included in a shapefile or geodatabase (ESRI-based platform) with necessary fields populated. For budgeting purposes, up to 90 hours has been included for Task 4.

It is assumed that City staff will work collaboratively to identify other IPR or DPR opportunities for the long-term planning horizon, which will be based on information in existing studies or planning reports. A hydrogeological study will not be performed as part of this effort.

Task Deliverables:

Deliverables for Task 4: NPRW Database (electronic format)

Task 5 – Infrastructure Design Criteria

Task 5.1 – Sizing and Evaluation Criteria

The existing recycled water system sizing and evaluation criteria will be reviewed and compared with industry standards to assess recommendations on revisions to these criteria for pipelines. The criteria will be used for system analysis and infrastructure sizing. The criteria will consist of system pressures, pipeline velocities, pipeline head loss, as well as pump station and storage standards. The criteria will be summarized in a table and provided to RPU staff to review prior to performing system analysis.

Task 5.2 – Seasonal Demand Peaking Factors

Not included in scope.

EXHIBIT A

Task 5.3 – Diurnal Curve Development

Not included in scope.

Task Deliverables:

Deliverables for Task 5: Evaluation Criteria Table

Task 6 – Hydraulic Model Development

Task 6.1 – Hydraulic Model Setup Technical Memorandum

A Hydraulic Model Technical Memorandum (TM) will not be prepared. Instead, the information and a description of the hydraulic model will be included in a section of the Master Plan.

Task 6.2 – Hydraulic Model Development

This task will include the development of a NPRW system hydraulic model using Innovyze's InfoWater Pro software, which can be converted back to InfoWater. The three (3) selected alternatives identified as part of Task 7 will be modeled as part of this task. Each alternative will include a near-term (Phase I – 7-years) and long-term (Phase II – ultimate build-out) scenario. The model will be capable of performing 24-hour extended period simulations (EPS) for Average-Day-Demand (ADD) and Max-Day-Demand (MDD) scenarios. It is assumed that RPU staff will assist Carollo in providing the data and input to develop the model. Data will consist of NPRW flows and demands, public streets, parcels, sewer and storm systems, record drawings of existing recycled water infrastructure (including booster stations and recycled water facilities at the RWQCP), elevation contours, and environmental features.

Demands identified as part of Task 4 will be imported at demand nodes. The service area will be split into hydraulic zones, which will be based on the location of potential demands. Facilities will be sized based on the approved criteria developed as part of Task 5.

Task 6.3 – Hydraulic Analysis

A hydraulic analysis will be performed for the three (3) alternatives selected as part of Task 7 to confirm that system pressures and velocities meet the criteria specified under Task 5.

Task 7 – Alternatives Development

Task 7.1 – Alternatives Development

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Upon completion of Task 2 and Task 4, an initial list of potential alternatives will be developed that will consider supply availability, water quality characterization within the near-term and long-term, regulatory constraints, opportunities to utilize existing infrastructure, and additional treatment needs.

It is assumed that three (3) distinct primary alternatives will be developed, which will be based on supply source and source water quality. Examples of primary alternatives include 1) Expanding the NPRW from RWQCP and non-potable well water (assuming no changes to the discharge requirement to the Santa Ana River), 2) Supply from RWQCP and Outside Agency, 3) A combination of Title 22 use and IPR/DPR (assuming no changes to the discharge requirement to the Santa Ana River). It is assumed that up to two (2) sub alternatives may be reviewed for each primary alternative. Carollo will collaborate with RPU staff to develop the initial list of alternatives, which will be ranked as part of Task 7.2.

Task 7.2 – Alternatives Analysis

Alternatives identified as part of Task 7.1 will be evaluated and ranked using up to five evaluation criteria developed with input from RPU staff. Alternatives that are not considered feasible due to constraints such as cost, location, supply availability, or likelihood of connecting to the system based on customer outreach will not be included as part of this analysis. The alternatives that are not considered will be documented in the Master Plan, but not included in the Alternatives Matrix.

The proposed criteria may include:

- Approximate distance and facilities needed to convey water from supply source to connection points. The ability to utilize existing infrastructure and property owned by RPU will be considered. It is assumed that a list of existing infrastructure and property locations along with any relevant documentation will be provided to Carollo.
- Regulatory requirements needed to implement the proposed alternative. For each alternative the extent of regulatory modifications (ranging from minimal to significant) will be determined as part of this Task. It is assumed that existing regulatory permits and associated documentation will be provided to Carollo.
- Anticipated schedule to implement the proposed alternative within the near-term or long-term planning horizon. As part of Task 2 and information provided by RPU under Task 3, we will prepare a preliminary estimate of the ability to utilize the supply sources within

EXHIBIT A

the near-term or long-term horizon based on the project complexity of each alternative. It is assumed that the near-term implementation will be within the next seven years and the long-term will occur through build-out.

- Preliminary review of existing CEQA and/or other documentation provided by RPU to identify alternatives that may have areas with sensitive habitat and/or other environmental constraints that would impact the implementation of the project. This does not include a new environmental analysis for proposed alternatives.
- Other non-monetary benefits to the City, such as, habitat restoration or educational opportunities for the community.

As part of this task, the alternatives will be ranked to determine the most feasible options that maximize NPRW within the region and aim to provide a cost-effective plan by analyzing lifecycle costs. The ranking can also consider other ancillary economic benefits of expanding the NPRW system such as potential direct sales to outside agencies or an increase in the amount of surplus potable groundwater allotments that can be sold to the Western Municipal Water District (WMWD) as RPU users convert from potable to non-potable or recycled water.

Up to three (3) GIS figures will be developed to present each of the primary alternatives. Hydraulic modeling will be performed under Task 6 to confirm system sizing for the top three (3) alternatives selected.

In addition, planning-level cost estimates will be developed as part of Task 8 to categorize the three (3) primary alternatives into the following categories: High Capital – Low Operation & Maintenance (O&M) Costs, Low Capital – High O&M Costs, and Medium Capital Cost – Medium O&M Costs. This iterative process will assist in eliminating non-feasible and high life cycle cost alternatives. Selected alternatives shall consider O&M cost data (pumping costs, maintenance costs, etc.), meet design criteria, and represent the ultimate build-out scenario. The facilities required to cost-effectively serve the maximum amount of recycled water, for a cost not to exceed \$100,000,000 over a 10-year period beginning July 1, 2022, will be the targeted goal.

Task Deliverables:

Deliverables for Task 7: Alternatives Matrix and Figures (electronic format)

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Task 8 – Development of a CIP Implementation Plan and Phasing

Task 8.1 – Cost Assumption Development

Carollo will develop planning-level (Class 5 per AACE International) cost estimating assumptions for the infrastructure identified as part of Task 6 and Task 7. These unit costs will reflect the most current market conditions in the region (Riverside County and RPU projects). Carollo will coordinate with RPU staff on current bid results that may be used to adjust unit costs. Carollo will estimate cost escalation from sources such as historical cost trends from the ENR Index Los Angeles Area. In addition, a table with typical contingency and mark-up cost factors will be prepared. The cost development and amortization assumptions will be discussed and finalized with the RPU staff prior to the development of the Capital Improvement Plan (CIP).

Task 8.2 - Capital Projects

Carollo will develop Class 5 planning-level cost estimates for each of the recommended capital improvement projects identified in the alternatives analysis of Task 7. The cost estimates will be summarized in tabular format by project ID, facility type, and priority. A GIS map will be prepared to depict the locations of the proposed system improvements with matching project IDs.

Task 8.3 – NPRW CIP

Carollo will prepare a draft NPRW CIP for facilities identified as part of Task 6 and Task 7. The recommended projects will be prioritized within a near-term (Phase I) or long-term (Phase II) planning horizon. Projects will be prioritized with input from RPU staff and will consider the City's allocated budget for NPRW projects. The final CIP will be prepared after incorporating comments from City staff. The CIP and GIS map will be included in the Master Plan. The potential acre-ft of demand associated with each project along with the prioritized implementation schedule will be used to develop the annual demand forecast.

In addition, alternative CIP prioritizations will be developed that consider a fixed yearly budget allocation with allowance for debt service on capital and annual O&M. The alternative prioritizations will modify project implementation timing based on financial capacity and will consider prerequisite projects and other project triggers.

Task Deliverables:

Deliverables for Task 8: CIP Table and GIS Map (one electronic copy)

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Task 9 – Support for a Cost of Service Analysis

No scope for Carollo under this Task.

Task 10 – Project Management

Task 10.1 – Project Management and Coordination

This task includes managing the project team to track time and budget, work elements accomplished, work items planned for the next period, and budget needed to complete the project. This task also includes the preparation of monthly progress reports. The effort of this task is based on an eleven (11) month project duration. In addition, Carollo will prepare a detailed project schedule with pertinent milestones for all tasks and subtasks. The first schedule will be presented at the kickoff meeting. The schedule will be updated on an as-needed basis.

Graham Juby and Ryan Orgill will be the primary points of contact with RPU throughout the duration of the project and will attend all meetings. A communication plan will be established at the kickoff meeting.

Task 10.2 – Quality Assurance/Quality Control

Carollo will perform QA/QC procedures and identify milestones and technical reviewer responsibilities for all key deliverables throughout the projects.

Task 10.3 – Progress Meetings & Conference Calls

Carollo will coordinate and attend up to four (4) virtual progress meetings, including the kick-off meeting. The progress meetings will occur at key milestones throughout the project to obtain feedback from RPU staff. RPU Board and Committee members may attend progress meetings as needed. Additional committee meetings and outreach efforts are not included in the scope of work. An agenda and notes will be prepared for each meeting. In addition, a detailed action item and decision log will be maintained throughout the project to facilitate smooth project execution and clearly delineate responsibilities and deadlines.

In addition, Carollo will coordinate up to ten (10) interim conference calls via MS Teams or WebEx with RPU staff to discuss the project status and to address potential issues. It is assumed that the conference calls will be one-hour in duration, and up to two (2) Carollo team members will participate. The effort of this task is based on an eleven (11) month project duration.

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Task Deliverables:

Deliverables for Task 10: Agendas, Meeting Notes, Action & Decision Log, Schedule Updates, Monthly Progress Reports, and Meeting Presentations

Task 11 – Prepare Master Plan Report

Task 11.1 – Draft Report

Carollo will compile the work products prepared in Tasks 1 through Task 9 (excluding Tasks 3 and 9 which were removed from the scope) in a Draft Master Plan that provides clear rationale for identifying, justifying, prioritizing, and costing the recommended improvements. The Draft Plan will summarize the assumptions, evaluation criteria, report findings, and recommendations. As part of this task, RPU comments on the Draft documents provided will be incorporated and an Executive Summary will be prepared. The results will be presented to RPU staff.

Task 11.2 - Final Report

RPU's comments on the Draft Report will be reviewed and incorporated into the Final Plan. Ten hard copies and one electronic copy (MS Word Format and PDF format) of the Plan and the final hydraulic model will be submitted to RPU.

Task Deliverables:

Deliverables for Task 11: Draft Master Plan (electronic copy); Final Master Plan (electronic and 3 hard copies), and hydraulic model

A number of optional tasks were identified in the original scope to enhance the project in various ways. Three tasks were selected by RPU to include in the scope, details of which are presented below.

Optional Tasks

Task B – Rapid Infiltration and Extraction (RIX) Facility Wastewater Study (in RFP)

Carollo will review the feasibility of treating tertiary wastewater from the RIX Facility and transferring it to the Camp Evans Wilderness Area. Prior to initiating this task, it is assumed that City staff will independently attend meetings with the cities of Colton and San Bernardino to negotiate the potential use of RIX wastewater for this purpose. If the Cities of Colton and San Bernardino reject this plan, this task will not be considered. If the Cities move forward with this

EXHIBIT A

plan, Carollo will prepare detailed scope language that reflects the discussions between the project participants.

It is assumed that the level of effort will not exceed a budget of \$16,000.00 and that a Technical Memorandum (TM) will be prepared to summarize the results of this analysis.

Task C – Knowledge Transfer Workshop (in RFP)

Upon completion of Task 11, Carollo will conduct a 2-hour knowledge transfer workshop. The workshop will include a Power Point presentation that summarizes the project objectives, assumptions, alternatives analyzed, results of work performed under this project, and lessons learned. It is assumed that the level of effort will not exceed a budget of \$10,000.00.

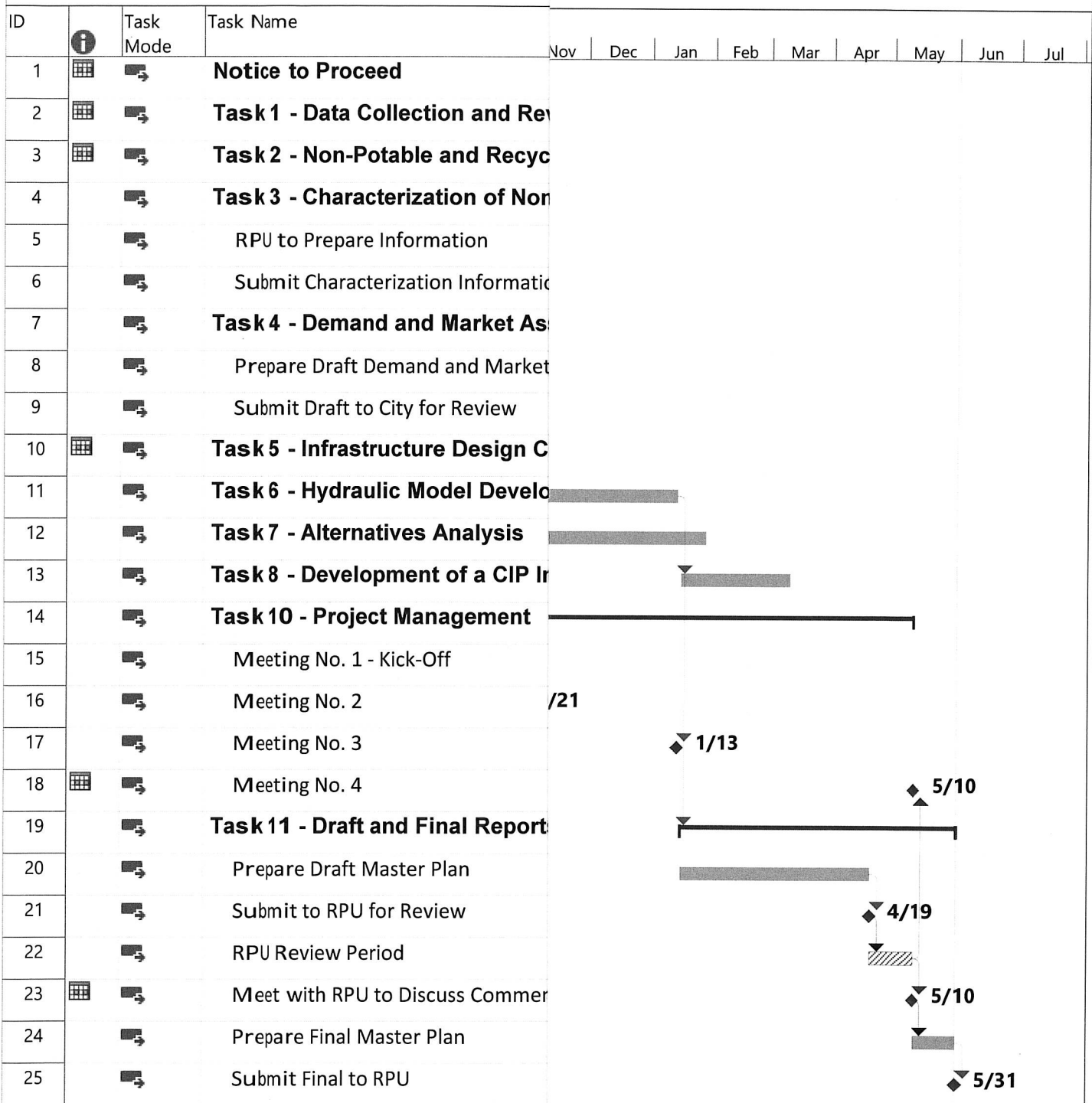
Task D – Review of Hydraulics and Design Criteria for the RHPWP Planning Report (in RFP)

Carollo will review the pipeline and pump sizing proposed for the Riverside Habitat Parks and Water Project (RHPWP). A draft report will be provided by RPU. Carollo will review and develop design criteria to be incorporated into the RHPWP project planning report. For budgeting purposes, it is assumed that that this task will not exceed \$12,000.00.

Additional Scope Provisions

Scope Assumptions:

1. The City will furnish available internal studies, reports, and other data pertinent to the required services and we will be entitled to use and rely upon all such information and services provided by the City or others in performing the work.
2. We have no control over the cost of labor, materials, equipment or services furnished by others, over the water quality and/or quantity, or over the way the water system and/or associated processes are operated and/or maintained. Data projections and estimates are based on our opinion based on experience and judgment. We cannot and do not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by us.



Project: Preliminary Schedule-2
Date: Thu 2/3/22

Task

Split

Milestone

Summary



Progress



EXHIBIT "B"
COMPENSATION

	Total Labor Hours	Carollo Labor Fee	Other Direct Costs	Total Project Fee
Hourly Rates				
Task 1 - Water Demand Projections	40	\$ 7,490	\$ -	\$ 7,490
Task 1.1 - Data Collection and Review	40	\$ 7,490	\$ -	\$ 7,490
Task 2 - Non-Potable and Recycled Water Supply Assessment	80	\$ 15,092	\$ -	\$ 15,092
Task 2.1 - Potential Supply Sources within City	40	\$ 7,336	\$ -	\$ 7,336
Task 2.2 - Potential Supply Sources Outside of City	40	\$ 7,756	\$ -	\$ 7,756
Task 3 - Characterization of Non-Potable and Recycled Water		\$ -	\$ -	\$ -
Task 3.1 - Water Quality Characterization - Not in Scope		\$ -	\$ -	\$ -
Task 4 - Demand and Market Assessment	90	\$ 17,736	\$ -	\$ 17,736
Task 4.1 - Review and Update NPRW Database	90	\$ 17,736	\$ -	\$ 17,736
Task 5 - Design Standards	24	\$ 5,070	\$ -	\$ 5,070
Task 5.1 - Design Standards	24	\$ 5,070	\$ -	\$ 5,070
Task 5.2 - Seasonal Demand Peaking Factors - Not in Scope		\$ -	\$ -	\$ -
Task 5.3 - Diurnal Curve Development - Not in Scope		\$ -	\$ -	\$ -
Task 6 - Hydraulic Model Development	145	\$ 28,048	\$ -	\$ 28,048
Task 6.1 - Hydraulic Model Setup (Draft & Final TM) - Not in Scope		\$ -	\$ -	\$ -
Task 6.2 - Hydraulic Model Development	76	\$ 14,680	\$ -	\$ 14,680
Task 6.3 - Hydraulic Analysis	69	\$ 13,368	\$ -	\$ 13,368
Task 7 - Alternatives Analysis	194	\$ 42,094	\$ -	\$ 42,094
Task 7.1 - Alternatives Development	80	\$ 16,144	\$ -	\$ 16,144
Task 7.2 - Alternatives Analysis	114	\$ 25,950	\$ -	\$ 25,950
Task 8 - Development of a CIP Implementation Plan and Phasing	123	\$ 24,650	\$ -	\$ 24,650
Task 8.1 - Cost Assumptions Development	25	\$ 5,048	\$ -	\$ 5,048
Task 8.2 - Capital Projects	50	\$ 10,036	\$ -	\$ 10,036
Task 8.3 - NPRW CIP	48	\$ 9,566	\$ -	\$ 9,566
Task 9 - Support for a Cost of Service Analysis		\$ -	\$ -	\$ -
Task 9.1 - Cost of Service Analysis - Not in Scope		\$ -	\$ -	\$ -
Task 10 - Project Management	102	\$ 26,562	\$ -	\$ 26,562
Task 10.1 - Project Management and Coordination	14	\$ 4,312	\$ -	\$ 4,312
Task 10.2 - Quality Assurance/Quality Control	8	\$ 2,320	\$ -	\$ 2,320
Task 10.3 - Kick-Off plus Three Progress Mtgs, & Monthly CIP	80	\$ 19,930	\$ -	\$ 19,930
Task 11 - Draft and Final Reports	176	\$ 33,570	\$ 900	\$ 34,470
Task 11.1 - Draft Master Plan (electronic copy)	126	\$ 23,852	\$ -	\$ 23,852
Task 11.2 - Final Master Plan (3 Copies + electronic copy)	50	\$ 9,718	\$ 900	\$ 10,618
Sub-Total (without Optional Tasks)	974	\$ 200,312	\$ 900	\$ 201,212
Task B - RIX Facility Wastewater Study				\$ 16,000
Task C - Knowledge Transfer Workshop				\$ 10,000
Task D - Review Hydraulics & Design Criteria for RHPWP				\$ 12,000
Sub-Total (Optional Tasks)		\$ -	\$ -	\$ 38,000
Grand Total (Tasks 1 to Task 11 & Optional Tasks)	974	\$ 200,312	\$ 900	\$ 239,212

EXHIBIT "C"

KEY PERSONNEL

EXHIBIT C

