

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HAZEN AND SAWYER, D.P.C. dba HAZEN AND SAWYER

Water SCADA Secure & Optimized Communications System Design-Build Project
(RFP No. 1878)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and HAZEN AND SAWYER, D.P.C., a New York corporation, doing business in California as HAZEN AND SAWYER ("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 Water SCADA Secure & Optimized Communications System Design-Build Project (RFP No. 1878) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2020, 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 Eighty-Five Thousand Six Hundred Seven Dollars (\$85,607.00), 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: Leonardo Ferrando
3750 University Avenue, Third Floor
Riverside, CA 92501

To Consultant

Hazen and Sawyer, D.P.C.
dba Hazen and Sawyer
Attn: Scott Rogers
36-923 Cook Street, Suite 101
Palm Desert, CA 92211

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
a California corporation

HAZEN AND SAWYER, D.P.C. dba
HAZEN AND SAWYER, a New York
corporation, doing business in California
as HAZEN AND SAWYER

By: _____
City Manager


By: 

Kevin L. Alexander
[Printed Name]
Vice President
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

By: 

Lynn H. Grijalva
[Printed Name]
Vice President
[Title]

Approved as to Form:

By: 

Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Section No. 1

Statement of Understanding and Approach

Addressing the Water SCADA system is the main goal for Riverside Public Utilities. The RPU Water's SCADA system needs to be upgraded so that the communications backbone is operationally faster, reliable, effective, and secure. The Owner's Representative plays a critical role to successfully expedite project delivery.

Riverside Public Utilities (RPU) Water is looking to partner with an Owner's Representative to expedite design and installation of a SCADA system to replace its old, outdated system. The Water SCADA system has software and hardware components that are outdated and in need of replacement. Furthermore, the SCADA communications backbone is also old and congested which leads to slow response times as well as unreliable site communications. Additionally, RPU Water has limited funding for the improvements and has elected to implement the upgrade of the SCADA system in nine phases. This Phase 1 Owner's Representative project parallels the first phase of the SCADA project upgrades called Water SCADA Communications System Design-Bid Project, which will design and develop a faster and more reliable Water SCADA communications network, including Internet Protocol (IP) addressing, that includes a plan that accounts for security segregation, improved bandwidth capacity, and expandability of the network.

Hazen and Sawyer has experienced and available in-house resources that are well equipped to perform the required tasks delineated in the RFP. Hazen and Sawyer has successfully performed the consultant role on several design/build projects in the past that included large SCADA system upgrades or replacement components. Hazen's experience with design-build projects will provide a firm background when working with the design-build project team and establish a pathway to a successful Water SCADA Communication System Design-build Project. Hazen has also performed the role of Owner's SCADA representative for other clients in the past. Hazen and Sawyer will be able to provide

direction and input for the SCADA system communications with regard to security segregation, bandwidth capacity, and expandability as well as cybersecurity, redundancy, single points of failure, and communications analysis.

For execution of this RFP's scope of services, Hazen will be well equipped to provide SCADA communications system engineering assistance with:

- Review and update, where required, the Sub-Project 1 Water SCADA Communications System Design-Build Project contract scope and language.
- Assist with the selection of the Water SCADA Communications System Design-Build Project consultant/contractor team.
- Review all submittal documentation, such as shop drawings or design drawings, submitted by the Water SCADA Communications System Design-Build Project consultant/contractor team.
- Assist with SCADA equipment shop factory acceptance testing and with start-up and implementation activities.
- Hazen and Sawyer's preliminary investigation included review existing documents found on the City of Riverside's website. Specifically, our team has reviewed the RPU Strategic Technology Plan Final Report, dated June 2015. Also, the information contained in the RFP was reviewed in depth as well as the SCADA communications block diagram that was later issued.

Approach

Our team provides the following scope of work for delivering the services for the Owner's Representative service for the Water SCADA Secure and Optimized Communication System Design Build project.

Task 1 – Project Management and Quality Control

Task 1.1 Project Coordination between City and Design-Build (DB) Team. Our team will provide the coordination between the City, our team and DB team.

Task 1.2 Month Progress Summaries. Project Manager will provide monthly progress summaries to the City's project manager that will be included with our billings.

Task 1.3 Quality Control. Hazen's subject matter experts will review the work products produced by the team prior to delivery to the client.

Deliverable: Monthly Progress Summaries

Task 2 – Review Current Request for Proposals (RFP)

Our team will review and refine the City's existing request for proposal (RFP) for the project. We will review and refine, as necessary, the City's preferred risk posture for the Design-Build team solicitation process; and assist in identifying key commercial legal issues necessary to develop a draft Service Agreement; and recommending a strategy and other work sessions to provide the framework for development and Implementation of the Project. In conjunction with the City, our team will finalize the features and components to be specified with detailed specifications, the scope of work and review the City's quality standards included in the existing draft RFP.

Deliverable: Proposed edits to RFP Document

Task 3 – Assistance with DB Team Selection

Following receipt of the Design-Build team proposals, our team will participate in the City's selection process by being a part of the selection panel; and reviewing, grading, and evaluating the proposals. This effort will include as follows:

Task 3.1 Review, Grade and Evaluate Proposal. Our team will review the proposals received for selection of the project. Our fee estimate assumes that the City will receive six proposals based on the number of attendees in the mandatory pre-proposal meeting held on November 15, 2018. Our scope of work and fee estimate assumes that three references will be interviewed of the top 4 selected DB teams based on the scope items identified below:

- Phone interviews of references in proposals.
- Discussions with the owners of the reference facilities about the proposal's services
- Review of applicable local and state regulatory requirements, including investigations of prior violations of these regulations.
- Verification of reference facility information
- Performance history of the facility

Task 3.2 Bidders Conference. Our team will assist and participate in bidder's conference as part of the RFP process. Our team will provide the necessary agenda, presentation and assist City Staff with questions. Our assumption is that the bidder's conference will be held at the City and have a duration of two hours.

Task 3.3 DB Team Interview. The task includes the participation in the selected DB Team interview to be held by City Staff. The primary objective will be to clarify aspects of the proposals and to better understand the project team and corporate relationships and responsibilities. Based on the results of the proposal evaluation, the City has the option to request the best and final proposal from the DB Team.

Task 3.4 DB Team Evaluation. The task includes providing assistance to the City's selection committee. Our team will work with City staff to rank the DB Teams in order of the highest evaluated team and value to the City. The findings will be presented in a recommendation memorandum. Based upon the evaluation of the best value proposals and will be described in the memorandum.

If the negotiations are not successful, the City can begin negotiations with the secondly ranked respondent after obtaining permission to do so from the City's Purchasing department.

Deliverable: *Graded Evaluation with Comments
Technical Memorandum*

Task 4 Review Design Plans

Task 4.1 30% Package Review. Our team will review the 30% package. The 30% package is assumed to consist of plans and major components of the SCADA system. The task will include comments and mark-ups on the submitted plans and review of the major components. Our team will provide a 30% comment log to the City and the DB Team.

Task 4.2 90% Package Review. Our team will review the 90% package. The 90% package is assumed to consist of plans, some major components, and minor components of the SCADA system. The task will include

comments and mark-ups on the submitted plans and review of the SCADA components. Our team will provide a 00% comment log to the City and the DB Team.

Deliverable: *30% Package Comments, Mark-ups
30% Comment Log
90% Package Comments, Mark-ups
90% Comment Log*

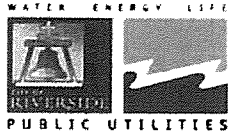
Task 5 Project Assistance During Construction (Optional)

Task 5.1 Pre-Construction Assistance. Our team will assist and participate in pre-construction activities include responding to ten requests for information, review 20 shop drawings, and evaluation of ten proposed design changes.

Task 5.2 Construction Assistance. Review DB team pay requests, attend progress meetings. Conduct site visits as requested by City. Our assumption is there will be three pay requests and 10 progress meetings to attend.

Task 5.3 Post Construction Assistance. Review the DB team's operations and maintenance manuals, monitor as-built drawings status. Our team will provide the review of a draft and final O&M manual. Additionally, the as-constructed drawings will be reviewed based on a final submittal.

EXHIBIT “B”
COMPENSATION



RFP 1878 Task Services Fees
for the

OWNER'S REPRESENTATIVE PROFESSIONAL SERVICES FOR THE
WATER SCADA SECURE & OPTIMIZED COMMUNICATIONS SYSTEM DESIGN- BUILD PROJECT

Task	Task Description	Estimated Hours	Estimated Fee	Task Total
1	Project Management	82	\$18,839	\$19,018
2	Review Prior Documents	20	\$3,925	\$3,925
3	Assist with Team Selection	57	\$11,598	\$13,301
4	Review of Design Plans	174	\$31,839	\$31,839
5	Project Assistance During Construction (Optional)	98	\$17,525	\$17,525
Total Estimated Engineering Services Fee		431	\$83,725	\$85,607

EXHIBIT “C”

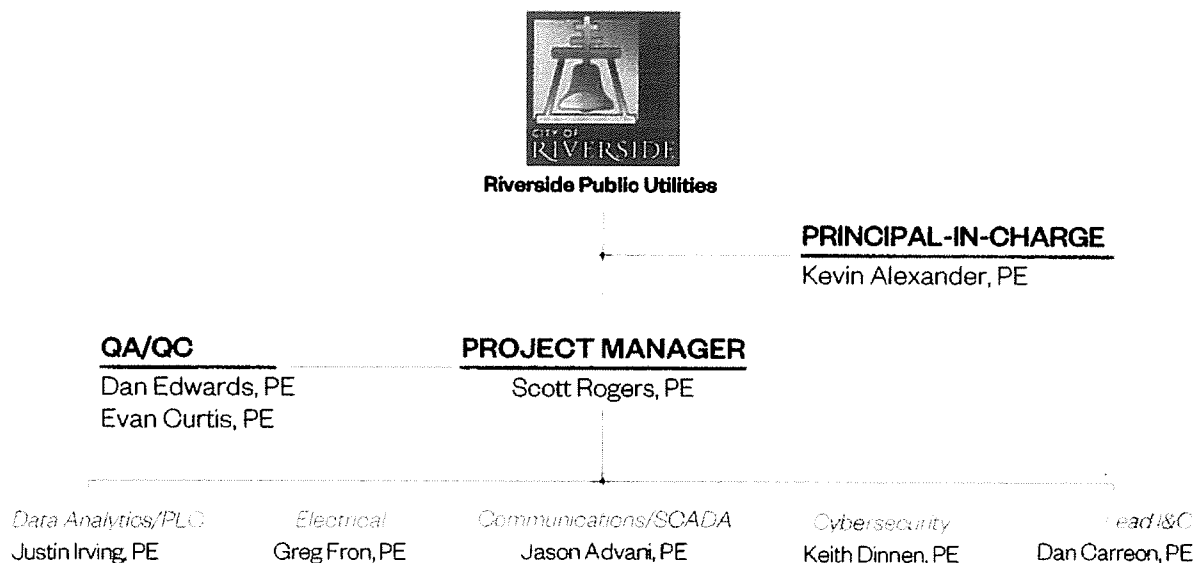
KEY PERSONNEL

Section No. 3

Consultant Personnel

Our team members have been selected to leverage our technical expertise and experience in all aspects of this project to best benefit the City Riverside. The team is comprised of leaders who have successfully collaborated together on similar Owner's Representative, Water SCADA, & Optimized Communications System Design-Build projects and with similar stakeholders.

Our proposed organizational structure is shown below followed by brief summaries of qualifications for key team members and their areas of responsibility. Team members are available immediately upon issuance of Notice-to-Proceed. Resumes demonstrating relevant experience and expertise are located in the Appendix.



Lines of Communications

Hazen uses a team approach for project delivery with Scott Rogers, PE assigned as Project Manager. Scott will be responsible for overall project management and reporting Hazen's team progress to the City's Project manager, Leo Fernando, PE. Scott will be responsible for the day-to-day execution of the assignments and will be in frequent communication with the City's Project Manager, for the duration of the project. Kevin Alexander, as Principal in Charge will periodically meet with the City to monitor the City's satisfaction with the project progress and quality of deliverables.



Scott Rogers, PE, Project Manager

Mr. Rogers is a professional engineer with a Masters in Business Administration, extensive experience in project management with prior experience in utility management, operations, and maintenance of both private and public utilities. He has experience with grant funding for disadvantage communities (DAC) and coordination with the State of California for consolidations, treatment, and improvement projects. Proficient at analyzing, understanding and solving complex water/wastewater project challenges to meet the constraints of limited budgets and short timelines. Highly organized, collaborative, resourceful, and energetic; committed to the highest level of professional and personal excellence.



Kevin Alexander, PE, Principal-in-Charge

Mr. Alexander serves as Hazen's West Regional Manager. He has extensive experience in the planning, design and construction of advanced water, wastewater and water reclamation facilities. He has developed procurement documents for over 30 MF, RO, UV, Ion Exchange and MBR systems and assisted many agencies with negotiations with technology manufacturers. He has experience with many different project delivery methods including: design-bid-build, CM at risk, alliance contracting, design-build and design-build-operate.



Dan Edwards, PE, QA/QC

Mr. Edwards has designed numerous Supervisory Control and Data Acquisition (SCADA) systems for both in-plant and remote telemetry applications. His design experience includes all major brands of PLCs and Human-Machine Interface (HMI) software, and communication subsystems using fiber optic Ethernet, licensed and unlicensed radio, digital cellular, telephone, and frame relay.



Evan Curtis, PE, QA/QC

Mr. Curtis is an expert in the design of instrumentation and controls (I&C) for water and wastewater treatment and pumping facilities. He is Hazen's Corporate I&C Discipline Group Leader. In this role, he develops technical standards and resources that are shared across the firm. On project work, Mr. Curtis serves as lead I&C engineer, technical advisor, or as project manager on projects that are largely I&C focused.



Justin Irving, PE, Data Analytics/PLC

Mr. Irving has over 10 years of experience in the water/wastewater industry. He has worked for the public and private sectors and takes a team-oriented approach to problem solving. He has in-depth experience in project management, water/wastewater process monitoring, data analysis, pumping system hydraulics, and field engineering.

Mr. Irving has in-depth experience in wastewater and water systems processes, data analysis, pumping system hydraulics, collection system hydraulics, and field engineering. His background working for an instrumentation and controls vendor provides Justin with unique insights for process control.



Greg Fron, PE, Electrical

Mr. Fron has over 28 years of experience in electrical instrumentation and controls engineering and contracting projects involving industrial and water/wastewater projects. Mr. Fron brings with him a wealth of experience with specialty and general electrical, instrumentation and controls (EI&C) design and management including power distribution system studies (SKM Arc Flash and Breaker Coordination Studies), DCS/PLCs, SCADA, instrumentation, custom electrical controls, remote telemetry/terminal unit (RTU) networks, equipment specifications, site evaluations, project estimations, bid services, construction support, project startup and warranty service coordination.



Jason Advani, PE, Communications/SCADA

Mr. Advani's experience includes the design of controls systems, telemetry systems and network security, fiber optic communications, instrument selection, and preparation of construction specifications for water and wastewater treatment facilities, both inside- and outside-plant. He has experience providing construction administration (CA) services as it pertains to instrumentation and control work.

Mr. Advani responsibilities include the design of controls systems, telemetry systems and network security, fiber optic communications, instrument selection, and preparation of construction specifications for water and wastewater treatment facilities, both inside- and outside-plant. He has experience providing construction administration (CA) services as it pertains to instrumentation and control work. These activities include shop-drawing review and approval; HMI and PLC programming; field checkout, start-up, commissioning and troubleshooting; as well as supervising construction staff. Mr. Advani also has in-depth information technology (IT) experience with databases, computer networks, security hardware and software design, and implementation and integration of systems.



Keith Dinnen, PE, Cybersecurity

Keith Dinnen is an Electrical Engineer with over 17 years of experience implementing automation and electrical power systems for municipal, industrial, commercial and marine markets. Mr. Dinnen is also an ISA/IEC 62443 Cybersecurity Fundamentals Specialist. Designed plantwide SCADA system, Fiber-optic Network, CCTV system, access control and alarm system for a new 9-mgd wastewater treatment facility for Seminole Tribe of Florida Hollywood Florida Reservation. Design included consideration of future cybersecurity enhancements by the Tribe's IT department including automation network segmentation, encryption and cloaking strategies.



Dan Carreon, PE, Lead I&C

Daniel Carreon has more than 24 years of experience in automation and electrical/instrumentation and control system engineering. He specializes in control system engineering including facility predesign, design, and commissioning; conveyance/pipeline systems design; facility operation and maintenance engineering activities; electrical power distribution systems; motor control centers; instrumentation application; distributed control system (DCS) and programmable logic controller (PLC) control; fiber optics; and wireless data communications systems related to water, wastewater, and power projects. His electrical design experience includes instrumentation, PLCs, and motor control. His control system design experience includes process and instrumentation diagrams (P&IDs); loop drawings; Instrumentation, Systems, and Automation Society (ISA) instrument data sheets; power distribution; motor control wiring diagrams; DCS and PLC communications network and interface drawings; factory acceptance testing; electrical/control interconnection wiring diagrams; process control strategies; instrumentation specifications; assembly drawings; and bills of materials.

His experience also includes DCS graphics and control logic programming as well as project management and construction management activities.