

AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 2020, by and between **THE LA HABRA UTILITY AUTHORITY**, (hereinafter referred to as the “**AUTHORITY**”), and Bucknam and Associates, Inc. (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **AUTHORITY** requires professional services for Design/Engineering/Construction support for various 2020/2021 water and sewer projects; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **AUTHORITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **AUTHORITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq.,

Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **AUTHORITY** may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on September 7, 2020 and continue until June 30, 2021; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

AUTHORITY retains **CONSULTANT** as an independent contractor and not an employee of **AUTHORITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **AUTHORITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **AUTHORITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The Executive Director or his designee shall be the Project Representative of **AUTHORITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **AUTHORITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **AUTHORITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **AUTHORITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **AUTHORITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement in accordance with the scope of work, and incorporated herein by reference. Total compensation shall not exceed \$77,100, without written approval of **AUTHORITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **AUTHORITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **AUTHORITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from September 7, 2020, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **AUTHORITY** shall make any payment due within forty-five (45) days after approval of the invoice by **AUTHORITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **AUTHORITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **AUTHORITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **AUTHORITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

AUTHORITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **AUTHORITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **AUTHORITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **AUTHORITY**.

ARTICLE IV **INDEMNIFICATION AND INSURANCE**

4.1 Insurance Requirements.

CONSULTANT shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by **CONSULTANT**, its agents, representatives, employees or subconsultants. **CONSULTANT** shall provide current evidence of the required insurance in a form acceptable to **AUTHORITY** and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this Section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained in Section 4.7 of this Agreement, or the extent to which **CONSULTANT** may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance.

- 1) Comprehensive General Liability Insurance to include products, completed operations, contractual liability, and independent contractors. **CONSULTANT** shall maintain comprehensive general liability insurance or an equivalent form with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- 2) Business Automobile Liability Insurance. **CONSULTANT** shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- 3) Workers' Compensation and Employers' Liability Insurance. **CONSULTANT** shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident.
- 4) Professional Liability Insurance. **CONSULTANT** shall maintain professional liability insurance with limits of not less than \$1,000,000 combined single limit per claim/aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

4.2. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the **AUTHORITY**. At the option of the **AUTHORITY**, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **AUTHORITY**, its officers, officials, employees, agents and volunteers, or the **CONSULTANT** shall provide a financial guarantee satisfactory to **AUTHORITY** guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions.

A. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) **AUTHORITY**, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **CONSULTANT**; and with respect to liability arising out of work or operations performed by or on behalf of **CONSULTANT** including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b). General liability coverage can be provided in the form of an endorsement to **CONSULTANT'S** insurance, or as a separate owner's policy.

2) For any claims related to this project, **CONSULTANT'S** insurance coverage shall be primary insurance as respects to **AUTHORITY**, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by **AUTHORITY**, its officers, officials, employees, agents or volunteers shall be excess to **CONSULTANT'S** insurance and shall not contribute with it.

3) Each insurance policy required by this clause shall be endorsed to state that **AUTHORITY** shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

B. Worker's Compensation and Employers' Liability Coverages. The workers' compensation and employers' liability policies shall be endorsed to state that the insurer agrees to waive all rights of subrogation against **AUTHORITY**, its elected officials, officers, employees, and volunteers for losses arising from the operation of **CONSULTANT** in the performance of this Agreement.

4.4. Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California with a BEST's rating of no less than B+ Class X. All insurers shall be licensed by or holding admitted status in the State of California. At the sole discretion of the **AUTHORITY**, insurance provided by non-admitted or surplus carriers of proven reputation and minimum BEST's rating of no less than A- Class X may be accepted if **CONSULTANT** evidences the need to the sole satisfaction of **AUTHORITY**.

4.5. Verification of Coverage.

CONSULTANT shall furnish **AUTHORITY** with original certificates and amendatory endorsements effecting coverage required by **AUTHORITY**. The endorsements should be on forms provided by **AUTHORITY** or on other than **AUTHORITY'S** forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by **AUTHORITY** before work commences. **AUTHORITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6. Sub-consultants.

CONSULTANT shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for sub-consultants shall be subject to all of the requirements stated herein.

4.7. Indemnification and Hold Harmless.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **AUTHORITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **AUTHORITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

4.8 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

4.9 Notice of Policy Changes.

A. All Coverages (exclusive of Professional Liability). Each

insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **AUTHORITY**.

Unless **CONSULTANT**'s insurer agrees to provide (30) days written notice of any changes or modifications to any policies as required by this clause, **CONSULTANT** shall provide copies of all required policies or certificates of insurance as may be requested by **AUTHORITY** to establish that such policies have not been modified or reduced in coverage or in limits.

- B. Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **AUTHORITY**.

ARTICLE V **TERMINATION**

5.1 Notice of Termination.

AUTHORITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **AUTHORITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination without Cause.

If **AUTHORITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **AUTHORITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

25004 La Plata Drive
Laguna Niguel, Ca 92667

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **AUTHORITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

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

6.9 Right to Employ Other Consultants.

AUTHORITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenants against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **AUTHORITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **AUTHORITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **AUTHORITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **AUTHORITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance with Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **AUTHORITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **AUTHORITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **AUTHORITY** without

restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **AUTHORITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **AUTHORITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so; the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **AUTHORITY**. All findings, reports, information and exhibits shall become the property of **AUTHORITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **AUTHORITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **AUTHORITY**. **CONSULTANT**, when requested, shall

furnish clarification and/or explanation as may be required by **AUTHORITY** regarding any services rendered under this Agreement at no additional cost to **AUTHORITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **AUTHORITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **AUTHORITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **AUTHORITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **AUTHORITY**, whether general or limited, and no activities of **AUTHORITY** or **CONSULTANT** or statements made by **AUTHORITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Eldon Davidson's and Steve Bucknam's personal services are a substantial inducement to **AUTHORITY** for entering into this Agreement. If for any reason Eldon Davidson or Steve Bucknam's services should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **AUTHORITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

LA HABRA UTILITY AUTHORITY:

APPROVED AS TO FORM:

Jim Sadro
Executive Director

Richard D. Jones
City Attorney

ATTEST:

Bucknam and Associates

Laurie Swindell, CMC
City Clerk

Steve Bucknam
President

EXHIBIT "A"
SCOPE OF WORK

July 2, 2020

City of La Habra
201 East La Habra Boulevard, Box 337
La Habra, CA 90631

Attn: Mr. Elias Saykali, PE, Public Works Director

Subject: Proposal for Professional Services Water and Sewer Projects FY 2020 / 21

Dear Elias,

Thank you for the opportunity to present this proposal to provide professional services in conjunction with the provision of professional engineering services for the City's Water and Sewer Projects, for the City of La Habra. Based upon our recent discussions, with the City, we anticipate that our work efforts will involve the following basic services:

A. Scope of Services

TASK 1 – OC 4

Complete plans and specification from 90% to 100%, Assist in advertising project for construction, respond to any RFIs, review shop drawing submittals, perform construction inspection and prepare as-built plans
Projected Total Hours: 130 hrs

TASK 2 – 2020 SEWER MASTER PLAN

Assist in selection of consultant to prepare the SMP, respond to any inquires prior to receiving proposals, provide project management services, review 50 %, 90 % and 100% SMP. Provide technical support during SMP preparation. Assist in preparing any agenda report for city council action,
Projected Total Hours: 90 hrs

TASK 3 - HACIENDA PUMP STATION (HPS)

Assist in selection of consultant to prepare Plans and Specifications, provide project management services for design and construction phase., respond to any inquires prior to receiving proposals, review 50%, 90% and 100% on plans and specifications. Assist in the bidding for construction of (HPS); provide technical support during design and construction phase. Assist in preparing any agenda reports for City Council actions.
Projected Total Hours: 110 hrs

TASK 4 – PACKAGED PUMP STATION FOR FOOTHILL (PPSF) - PRESSURE ZONE 5

Assist in selection of consultant to prepare Plans and Specifications, provide project management services for design and construction phase., respond to any inquires prior to receiving proposals, review 50%, 90% and 100% on plans and specifications. Assist in the bidding for construction of (PPSF); provide technical support during design and construction phase. Assist in preparing any agenda reports for City Council actions.

Projected Total Hours: 75 hrs

TASK 5 - AS NEEDED ENGINEERING SERVICES:

La Habra Basin SGMP, Walnut Waster Main plans and specifications and any other assignments that arise during FY 2020/21

Projected Total Hours: 75 hrs

TASK 6- PROGRAM MANAGEMENT FOR OBTAINING FEDERAL FUNDS FOR WATER PROJECTS

Provide on-call assistance to the City with the Administration of its existing FY18 Bureau of Reclamation (BUREC) Grant for its Smart Meter Program. Provide consultation for the potential preparation of FY21 application for the BUREC Water SMART - Smart Meter Program Grant.

Additionally these services will include on-call program management services necessary to coordinate meetings with the United States Army Corps of Engineers (Corps) to appropriate up to \$5 million of Federal Funds, under the City's Section 219 (e) Authorization, for the potential construction of the water system for the Foothill Pressure Zones Consolidation. Work efforts will include providing consultation regarding an appropriations request through Los Angeles District of the Corps' offices. Assistance is preparing documentation needed for entering in to a Project Participation Agreement (PPA) for the City's 219(e) program will be provided.

Projected Total Hours: 70

Total Estimated Hours for FY 2020/21 are projected at 560 not-to-exceed, without prior authorization. Please note that these are estimated hours for each project or program and actual hours may be more or less; but will not exceed the total of 560 hours, as noted above. Please note that these projected hours do not include any AutoCAD services.

B. Schedule & Milestones

These services would be provided for the period from July 1, 2020 through June 30, 2021. It is suggested that contract performance reviews with the City be on a monthly basis throughout the duration of the consulting assignment; to assure that both performance and fiscal goals are met. Written status reports can be prepared on a monthly basis and submitted with monthly invoices for the program services delivered.

C. Program Team

Serving as Project Manager for Bucknam & Associates will be Eldon Davidson, PE. He will provide consulting relating to water and sewer engineering, capital planning and operations relative to the City's program. He is the former Utilities Director for the City of Newport Beach, Water Manager for the City of Arcadia, and District Engineer for the Walnut Valley Water District. He has 45 years of experience with over 26 years in public sector managerial positions.

Serving as Program Manager for Bucknam and Associates will be Steve Bucknam, P.E, He will provide consulting services related to efforts to procure potential FY 20/21 Federal Funds to be used in water system upgrades for the Foothill Pressure Zones Consolidation and funding for the City's Smart Water Meter Program from the Bureau of Reclamation.

D. Fee Estimate

Services for the work efforts outlined above can be accomplished for Eldon Davidson at \$130 per hour for 480 hours and Steve Bucknam at \$210 per hour for 70 hours. Our projected fee would be **\$77,100.**

Please note that the work efforts outlined above can be performed in phases at the City's option. Should the City desire to increase or decrease our service level as outlined above, or require other services not described herein, a fee adjustment could be made and mutually agreed upon by both parties. Please note that we consider the level of work efforts described above and compensation for same to be fully negotiable.

I would be glad to meet with you to discuss the specifics of this proposal at your convenience. Thank you for considering our services, we look forward to continuing to provide service to the City on this important assignment. Please call me if you have any questions in regard to this proposal at (949) 363-6461.

Very truly yours,



C. Stephen Bucknam Jr., P.E.
President

cc: B. Jones, City of La Habra
E. Davidson
File