

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 21st day of March, 2022, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and David Evans and Associates, Inc., (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **CITY** requires professional services for Design of the Hacienda Pump Station & Restroom Project ; 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, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES AND TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “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 **CITY** may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on March 21st, 2022 and continue until December 31, 2023; 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.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. 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 **CITY**.

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 **CITY** 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 City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, 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 **CITY** 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 **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** 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 at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit “B”, and incorporated herein by reference. Total compensation shall not exceed Five Hundred Sixty-Five Thousand Dollars (\$565,000), without written approval of **CITY’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 **CITY** or its appointed representative prior to **CONSULTANT** performing the “Extra Work”.

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from March 21st, 2022, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY’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.

CITY 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 **CITY'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 **CITY** authorization.

3.5 Reimbursement for Expenses

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

ARTICLE IV **INSURANCE**

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.

- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all professional services to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.
Additional Insured Endorsements shall not:
 1. Be limited to "Ongoing Operations"
 2. Exclude "Contractual Liability"
 3. Restrict coverage to the "Sole" liability of contractor
 4. Exclude "Third-Party-Over Actions"
 5. Contain any other exclusion contrary to the ContractAdditional Insured Endorsements shall be at least as broad as ISO Form(s) CG 2010 and CG 20 37.
 - (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- (b) Auto Liability
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.
 - (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (c) Workers' Compensation
 - (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if

so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

This indemnity provision shall be included on the **CONSULTANT'S** commercial general liability policy endorsement and/or certificates.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 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-consultant(s)' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

CITY 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 **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** 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 **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after

written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure work performed by **CONSULTANT** that does not meet the standard of care which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the

Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** agrees to defend, indemnify, hold free and harmless the **CITY**, its elected and appointed officials, officers, agents and employees, at **CONSULTANT'S** sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of **CONSULTANT** brought against the **CITY**, its elected and appointed officials, officers, agents and employees arising out of the performance of the **CONSULTANT**, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the **CONSULTANT**, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the **CITY**, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors under this Agreement,

whether or not the **CONSULTANT**, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the **CONSULTANT** shall not be liable for the defense or indemnification of the **CITY** for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the **CITY**. This provision shall supersede and replace all other indemnity provisions contained either in the **CITY'S** specifications or **CONSULTANT'S** Proposal, which shall be of no force and effect.

ARTICLE VI **GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: Albert Mendoza, P.E.
Deputy Public Works Director /
City Engineer
CITY OF LA HABRA
110 E. La Habra
Blvd. La Habra, Ca.
90631

TO CONSULTANT: John Hogan, P.E., Vice President/Principal-in-Charge
David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780

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 **CITY**. 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.

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

6.10 Covenant 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, **CITY** 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 **CITY** 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 **CITY** 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 **CITY** 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 **CITY** upon compensation to **CONSULTANT** none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** 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 **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**, except for disclosures which are required by law, rule, regulation, court order, or government investigation

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 **CITY**. All findings,

reports, information and exhibits shall become the property of **CITY**.

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 **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that a negligent error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, 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 standard of care of **CITY** 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 **CITY** 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 **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** 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 David Evans and Associates, Inc.'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason **Safa Kamangar, Project Manager** should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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

CITY OF LA HABRA:

APPROVED AS TO FORM:

JIM SADRO, CITY MANAGER

RICHARD D. JONES, CITY ATTORNEY

ATTEST:

CONSULTANT

LAURIE SWINDELL, CMC
CITY CLERK

JOHN HOGAN, VP/PRINCIPAL
DAVID EVANS AND ASSOCIATES, INC.

CONSULTANT

SAFA KAMANGAR, SENIOR ASSOCIATE
DAVID EVANS AND ASSOCIATES, INC.

EXHIBIT "A"
SCOPE OF WORK

WORK PLAN & SCHEDULE



Project Understanding

The City of La Habra (City) has recently consolidated multiple Cal Domestic Water Company service areas with its own Foothill Area. In that process, almost 400 residences have been added into the City's water system. Through the proposed improvements identified in the "City of La Habra Foothill Area Zone Consolidation Subarea Master Plan, December 2013", the City's Zones 3, 4, and 5 will be connected with the Cal Domestic service areas and served from opposite ends and by two pumping facilities, known as Hacienda and Plant 6 Booster Pump Stations. The western portion of the Foothill Area consisting of Hacienda, Carol, and Zone 3 systems will be served by the proposed Hacienda Booster Pump Station (HBPS), which will replace an existing pumping station with the same name.

The proposed HBPS will be located at Orsonio Park, west of Hacienda Road, just north of Russell Street and south of Heights Christian Schools - La Habra Heights Preschool & Infant Center. It is proposed to replace one of the existing basketball courts while conserving the other two courts for public use. Pumps and motors, electrical equipment, and mechanical components will be housed in a CMU block wall building, while a combination surge/hydropneumatic tank and an emergency power generator will be installed outside within a fenced area. The existing pump station will be removed and replaced with a new restroom facility for the park.

Project elements include the following:

- New booster pump station including pumps and motors, valves, surge relief valve and flow meter
- Electrical equipment including switchgear, MCC, electric motor drives (VFDs), and lighting panel
- Instrumentation and controls, including pressure transducer and switches, flow switches, RTU, PLC, and SCADA
- Emergency power generator
- Pump station's associated piping
- Combination hydropneumatic and surge tank
- Pump station perimeter fence
- Approximately 2300-ft of 12-in suction pipe and its connection to an existing 30-in pipe
- Yard piping and 12-in discharge pipe stub
- Basketball court restoration
- Demolition of existing pump station facilities
- Pad and utility connection for the proposed restroom facilities
- Incorporate restroom building and mechanical, electrical, and plumbing plans (designed by others) into the bid package
- Final site restoration and pavement replacement



Preliminary Design Technical Memorandum (PDTM) Review:

The DEA team reviewed the Preliminary Design Technical Memorandum attached to the RFP to better understand the project needs. We understand that the proposed HBPS will serve a closed system at the higher portion of the City's water system. Based on the observed diurnal demand patterns, the expected flows from this station range from 25-gpm at low demand hours to 350-gpm at peak hourly demand times. Additionally, 1500-gpm fire flows should be available for emergency services in the Foothill Area. The expected HGL for Foothill Area is at 700-ft whereas the available HGL at the suction pipe connection point equals 445-ft. This equates to a required TDH of 260-ft for the pump station, including the head losses in the system. It should be noted that some areas of Foothill Area have lower elevations, which will result in pressures higher than 80-psi at some service connections. The DEA team will identify these services based on the review of the City's hydraulic model and will provide recommendations to install individual service pressure reducing valves at these locations.

The proposed pump station will include multiple pumps with varying design points, equipped with VFDs to cover the wide range of flows expected from the HBPS. Additionally, a combination surge tank/hydropneumatic tank will be installed to protect the station against surge as well as covering the lower end of expected flow ranges in the system, without a need to start a pump, therefore, prolonging the life span of the pumping equipment.

Project Challenges

Based on our review of the Preliminary Design Technical Memorandum as well as job site visit, the DEA team has made the following observations which will require thorough evaluation during the final design phase:

1. Proposed horizontal pumps: The PDTM suggests the installation of five horizontal pumps with different design

points to cover the full range of expected flows. Generally, horizontal pumps have a lower efficiency and larger foot print than vertical turbine pumps. They are also more sensitive to frequent start/stop cycles (as may be expected from this station), due to their inherent design. The DEA Team recommends utilizing vertical turbine pumps for HBPS with higher efficiencies. This will also help with minimizing the required footprint of the building. In our preliminary review, we have identified a series of pumps as presented in Table 1, that are suitable for HBPS. **Figure 1** shows DEA's proposed building footprint based on vertical turbine pump installation. It should be noted that based on our preliminary research, the proposed building footprint is not sufficient as shown in the PDTM and a larger building will be required due to pump and electrical equipment sizes. A proposed site plan considering the required larger pump house is shown in **Figure 2**.

2. Proposed flow range for each pump outside its Preferred Operating Range (POR): The PDTM suggests that by installing a small pump with 150-gpm design point and utilizing a VFD, pump station can cover flows down to 25-gpm. It should be noted that each pump manufacturer has a recommended flow range for each pump known as Preferred Operating Range (POR). Only within the POR a pump can operate efficiently without creating cavitation on the pump impellers. Operating a pump outside POR can cause catastrophic failure and shortens the life of the pump. Hydraulic Institute (HI) recommends the POR to be 70% to 120% of BEP (Best Efficiency Point). This means a pump with a design point of 150-gpm should only be operated as low as 105-gpm. An example of the POR, provided by the pump manufacturer can be seen for a sample pump curve in **Figure 3**. Considering the POR requirements, DEA has selected a series of pumps as shown in **Table 1** for this project, which we believe will better serve the goal of this project and will increase the life expectancy of the station.

Pump No.	Pump Model	Design Point @ 260' TDH (gpm)	Flow Range within POR (gpm)	Efficiency @ Design Point (%)
1	M6LC	100	70-120	64
2	M8XLC	250	175-300	64
3	M8XLC	250	175-300	64
4	M9MC	775	545-930	79
5	M9MC	775	545-930	79

Table 1: Preliminary Pump Selection



DAVID EVANS AND ASSOCIATES INC.
 1772 17th Street
 Tustin, CA 92780
 Phone: 714.665.4500

HACIENDA PUMP STATION AND RESTROOM PROJECT
 PROPOSAL

CITY OF LA HABRA
PUMP STATION PLAN EXHIBIT

CALIFORNIA

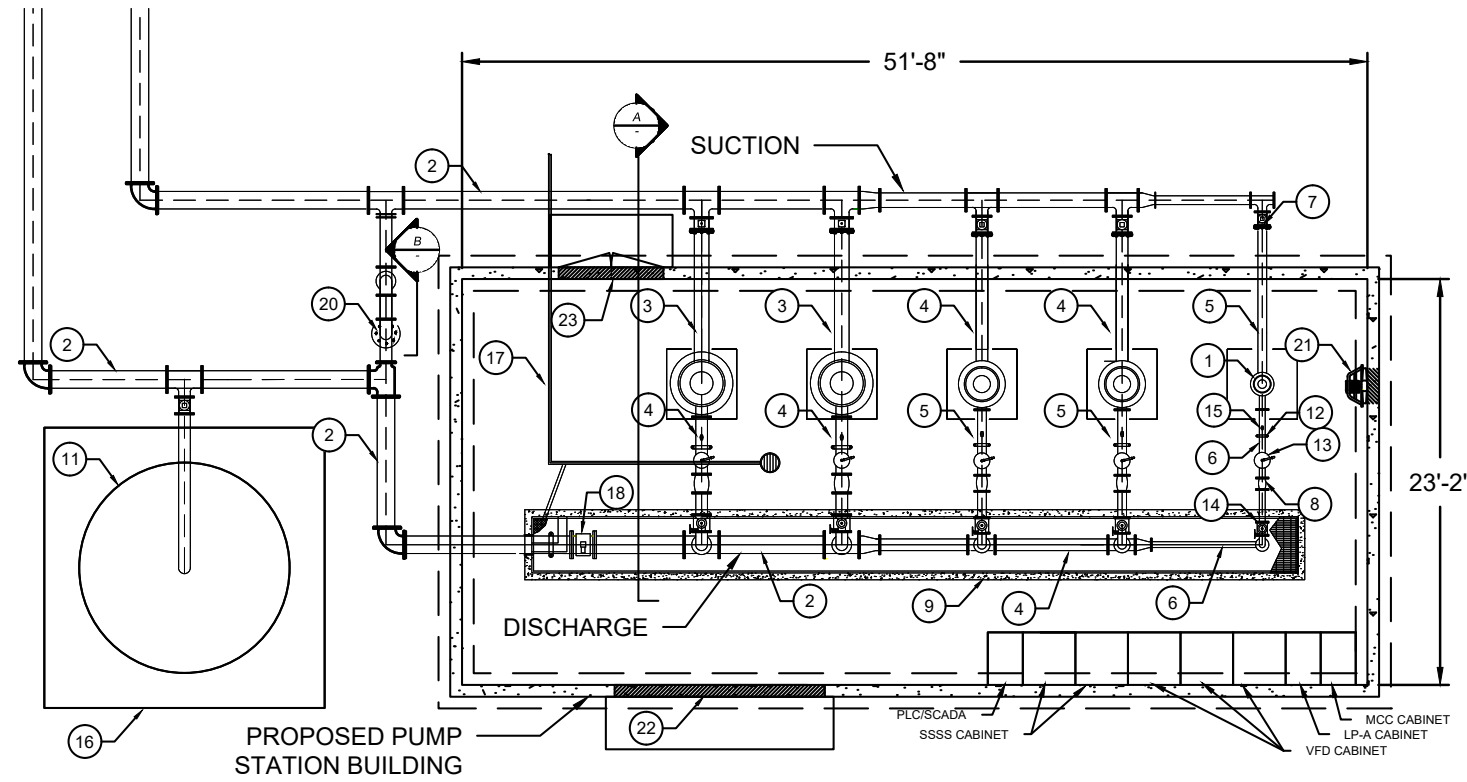
DATE: SSCP04	BY: CK
REVIEWED BY: SSCP03	DESIGNED BY:
NO. DATE REVISION	DRAWN BY: DRAFTED BY:

SUBMITTAL TYPE

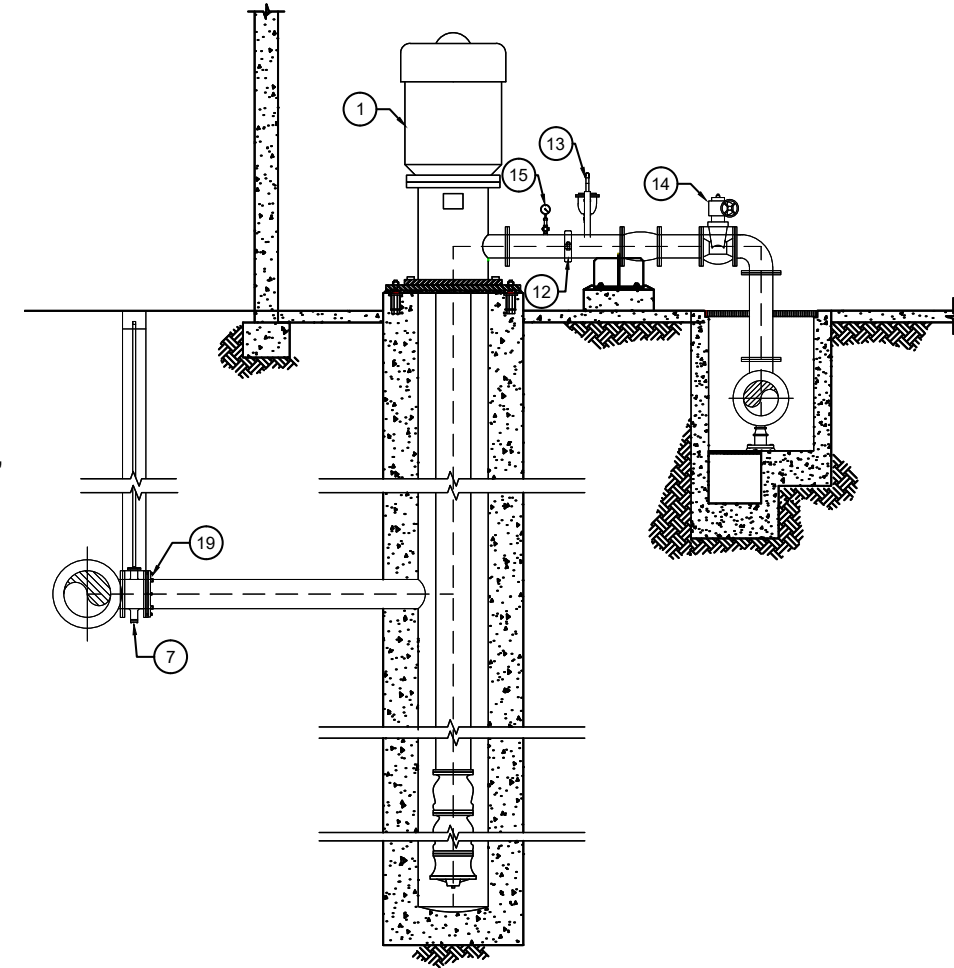
CHECKED BY: CHECKED BY:
 DESIGNED BY: DESIGNED BY:
 DRAWN BY: DRAFTED BY:

FIRST SUBMITTAL DATE: 10/10/20

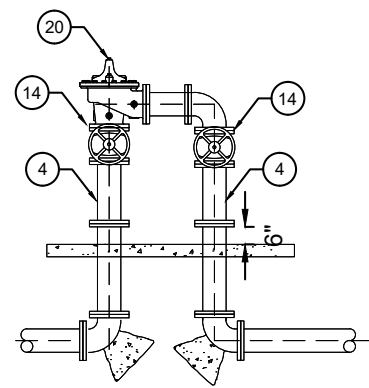
PROJECT NO.
DEAXPROPOSAL



PUMP STATION BUILDING
 SCALE: 1"=10'-0"



**SECTION A-A
 PUMP SECTION**
 SCALE: 1"=5'-0"



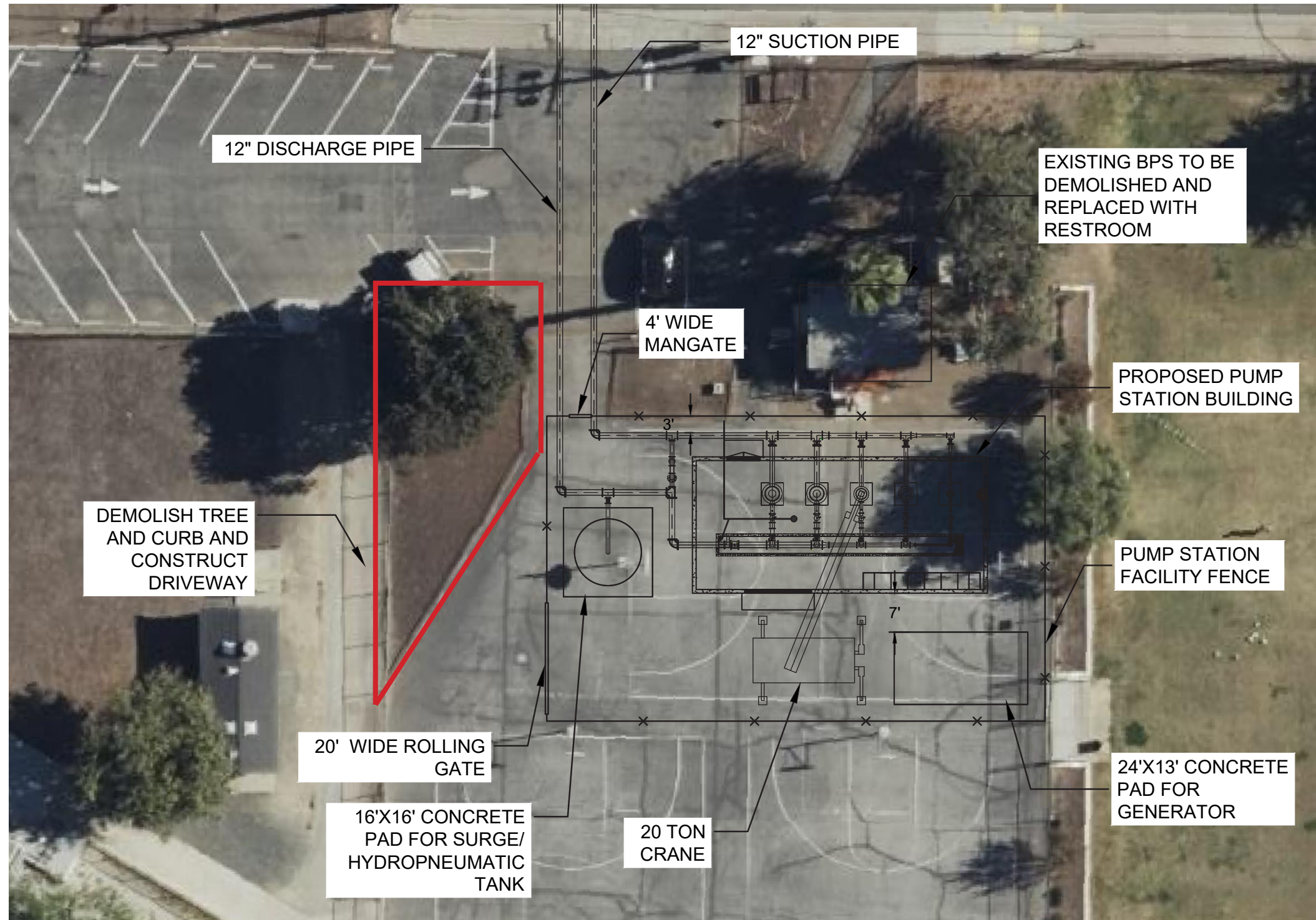
**SECTION B-B
 PRV DETAIL**
 SCALE: 1"=5'-0"

MATERIAL NOTES

- 1 VERTICAL TURBINE PUMP
- 2 12" STEEL PIPE
- 3 10" STEEL PIPE
- 4 8" STEEL PIPE
- 5 6" STEEL PIPE
- 6 4" STEEL PIPE
- 7 ISOLATION VALVE (SIZED PER INDICATED PIPE DIAMETER)
- 8 CHECK VALVE (SIZED PER INDICATED PIPE DIAMETER)
- 9 GRATED PIPE TRENCH
- 10 ELECTRICAL CABINET AND MCC WITH AC ENCLOSURE
- 11 12' DIAMETER X 12' HIGH 10,000 GAL HYDROPNEUMATIC/SURGE TANK
- 12 GROOVED VICTAULIC COUPLING (SIZED PER INDICATED PIPE DIAMETER)
- 13 1" COMBO AIR/VAC RELEASE VALVE
- 14 ISOLATION VALVE W/ HANDWHEEL
- 15 PRESSURE GAUGE
- 16 16' X 16' CONCRETE PAD FOR HYDROPNEUMATIC/SURGE TANK
- 17 DRAIN LINE
- 18 FLOW METER
- 19 RESTRAINED FLANGE ADAPTER
- 20 SURGE RELIEF VALVE
- 21 SIDEWALL EXHAUST FAN
- 22 12' WIDE ROLL-UP DOOR
- 23 6' WIDE DOUBLE DOOR

Plot Date: 1/2/2025 11:09 AM
 By: J. Hsu
 File: C:\Users\jhsu\OneDrive\Documents\Projects\La Habra\Exhibit\Pump Exhibit.dwg
 Scale: 1/2/2025 9:10 AM

Figure 1: DEA's proposed building footprint



SCALE: 1"=20'-0"



DAVID EVANS AND ASSOCIATES INC.
 1772 17th Street
 Tustin, CA 92780
 Phone: 714.665.4500

HACIENDA PUMP STATION AND RESTROOM PROJECT
 PROPOSAL

CITY OF LA HABRA
 SITE PLAN

CALIFORNIA

NO.	DATE	REVISION	BY	CHK

SUBMITTAL TYPE

CHECKED BY: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 FIRST SUBMITTAL DATE: 10/10/20
 PROJECT NO. _____
DEAXPROPOSAL

Plot Date: 1/4/2022 11:57 AM
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 By: Kathleen Hong
 File: J:\Hong, Kathleen\Projects\Proposals\La Habra\Exhibit\SitePlan.dwg

Figure 2: DEA proposed site plan

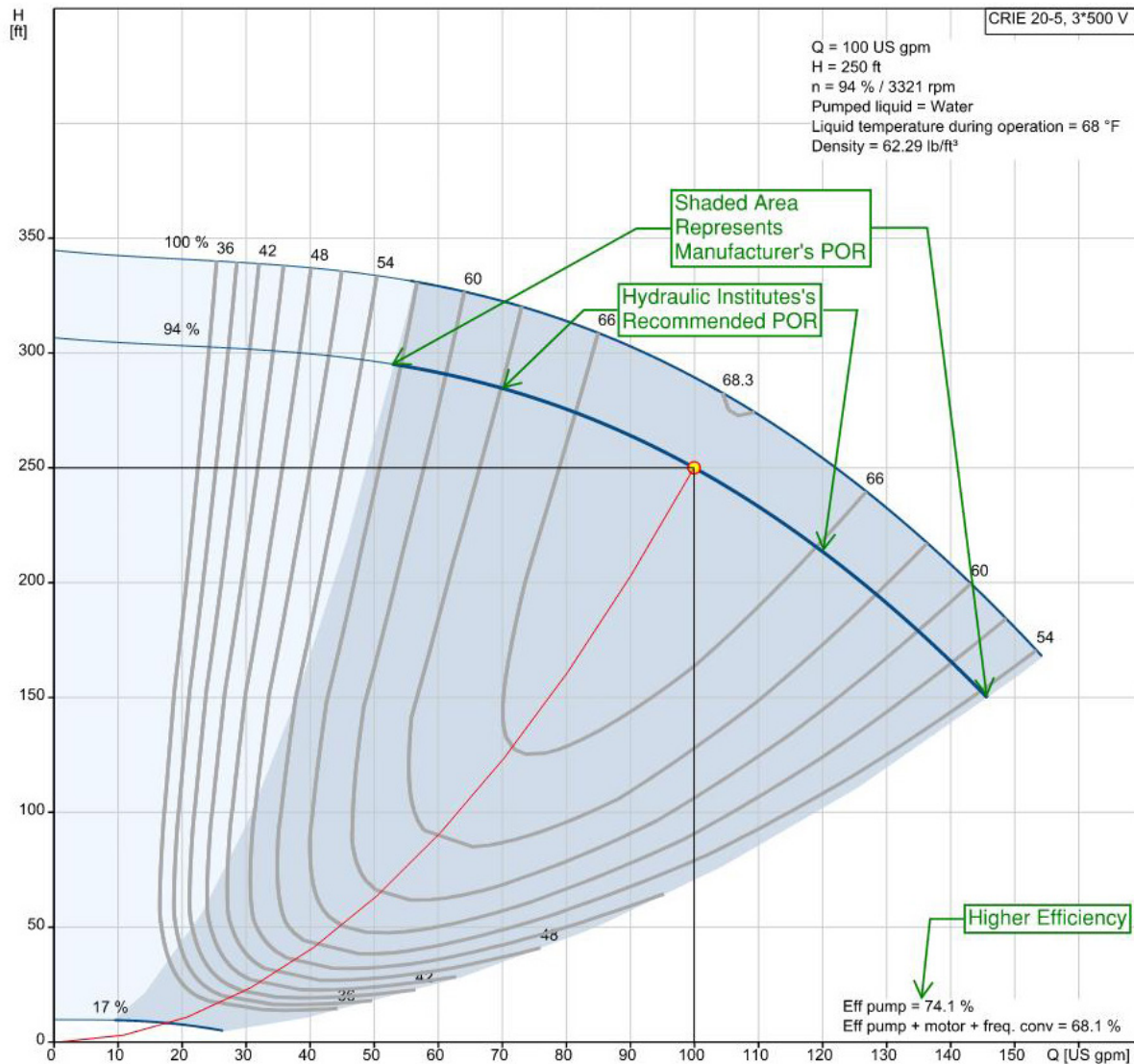


Figure 3: Preferred Operating Range (POR)

3. Reducing pump speeds down to 25%: Similar to Item 2 above, the PDTM suggests reducing the speed of VFDs down to 25% to achieve the lower range of flow requirements. In reality, most available VFDs in the market have a lower limit of 45%-50% speed reduction before producing significant heat and damage the drive. DEA recommends utilizing the proposed surge tank as a hydropneumatic tank to cover the lower range of flow requirements to protect the pumps, motors, and VFDs from excessive wear and tear. The DEA Team will use the system demand diurnal curves to estimate the low flows and their duration and will use this data to properly size the surge tank to act as a hydropneumatic tank and prevent repeated pump start/stops. Based on our preliminary calculations, a 10,000-gallon tank will be required as opposed to 3,000-gallon tank indicated in

the PDTM. Our proposed site plan shown in **Figure 2** shows a 10,000-gallon vertical diaphragm type tank for this purpose.

4. Installing air conditioned VFD inside building without ducting outside: VFD units generate significant amount of heat and should be cooled by air conditioning units to perform efficiently and to prevent abnormal wear on the units. Using individual air conditioning units for each VFD cabinet (as suggested in the PDTM) is an acceptable method; however, air conditioning is highly dependent on exchanging hot air from unit with cooler ambient air. With the VFD cabinets installed inside the pump room, the indoor temperature may be too hot for the AC units to work properly. DEA recommends air ducting the AC units to the outside of the pump room to provide a better working condition for them.



5. Generator filter requirements: Proposed pump station site is within 1000-ft of a school. South Coast Air Quality Management District (SCAQMD) requires diesel engine generators to be equipped with a particulate filter when installed within 1000-ft of a school. The DEA Team has extensive experience in complying with these requirements and providing proper equipment that meet SCAQMD approval. A similar particulate filter was specified and installed at La Bonita Park Water Facilities Project. Alternatively, we will discuss the pros and cons of installing a natural gas engine (NGE) generator with the City for consideration. NGE generators must be slightly larger due to less power generation capabilities; however, they will not require particulate filter installation as they qualify as a clean energy engine. Additionally, in flood prone areas, natural gas supply (piped directly to the engine) is more reliable due to possibility of road closures which delays the delivery of diesel fuel to the site.
6. Keeping existing pump station operational: One of the main considerations in this project is to maintain service to the Foothill Area at all times during the construction, testing, and commissioning process. This means keeping the existing pump station in service and connected until final acceptance of the proposed HBPS. At DEA, our team possesses extensive experience in commissioning and start up of new pumping facilities. The DEA team is currently providing the same services to WMWD for the Sterling Pump Station Project. Included in the project technical specifications, DEA will provide a detailed sequence of work for installation, testing, and commissioning of the new pump station as a guide for the prospective contractors to be able to maintain the existing pump station operation.
7. Recently paved street: During our site visit, the DEA Team noted recently paved street where the proposed suction pipe will be installed. In order to restore the street to the previous conditions after the pipe installation, DEA recommends the City to consider full width Type II Slurry and pavement marking installation after completion of trench pavement with base pave and T-Cut finish surface.

Scope of Work

The DEA Team understands the scope of work presented in the RFP and will deliver all its requirements. The explanations presented below provide additional details and clarification on how DEA will perform each task and accomplish its goals.

Task I - Preliminary Design Stage

Generally, Task I includes the preliminary phase services to fully understand the project conditions and its requirements through field investigation, document reviews, determining environmental requirements, and performing hydraulic calculations. We have also included a subtask under Task I for Project Management and Coordination to demonstrate DEA's commitment in achieving the City's objectives by properly managing the project. Despite being included under Task I, the Project Management and Coordination subtask will extend through the final design and construction phases to provide seamless coordination between project team members and the City. Following subtasks will be performed under Task I:

- Project Management and Coordination: The DEA Project Manager, Safa Kamangar, as the main point of contact for this project, will be responsible for coordinating all aspects of the work internally with DEA staff and subconsultants, and externally with the City Project Manager. This work will include conducting a kick off meeting and subsequent progress meetings as necessary to successfully accomplish the project goals. For each meeting, Safa in coordination with the City's Project Manager will produce an agenda for discussion, and within three days following the meeting, he will submit the meeting minutes for record keeping. Additionally, he will work closely with the assigned Quality Control Manager to schedule submittal reviews with appropriate technical experts in a timely manner to verify each submittal meets the contract requirements before reaching the City staff. Invoicing will be done monthly in accordance with the City requirements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Preliminary Environmental Review and Notice of Exemption

The majority of this project is within public right of way and most likely will just require a Notice of Exemption (NOE). The proposed action might be exempt due to Section 15282(k) for the installation of pipelines less than one mile in length. However, the installation of the pump, pumphouse, and appurtenant structures might not allow for the entire project to qualify for an exemption.

The resources present in the project area are predominantly related to the built environment. No significant natural resources such as wetlands, natural waterways, sensitive wildlife habitat, significant trees are present. No listed historical properties are present, with the closest historic building located approximately 700 feet east of the project site and another located over 2,600 feet west of the site. Several hazardous waste generators are present in the area, but no active spills are currently being managed. Noise will be limited to construction activities, which can be mitigated through compliance with local noise regulations. Further investigation into CEQA regulations and Agency administrative procedures will occur to determine if the full project might be exempt and eligible for an NOE through a ministerial, statutory, or categorical exemption.

Should an NOE be acceptable, the DEA team will prepare a draft NOE with relevant attachments for Agency review. After Agency review, the DEA team will prepare the final NOE for the Agency to submit to the state's CEQA clearinghouse.

Should an NOE not be acceptable, further investigations, as discussed below, will be required. The results of further investigations will be incorporated into an Initial Study (IS).

Initial Study Preparation (Contingency)

The DEA team will prepare an Initial Study (IS) per CEQA guidelines, which will include an Introduction, Project Description, Environmental Checklist, Environmental Analysis, and IS determination. This IS will address potential environmental impacts associated with construction and operation of the project including construction of the proposed project. Elements of the IS will include findings of compliance with local permits and other requirements. The DEA team will lead the preparation of the IS in accordance with Section 15060 to 15065 of the CEQA guidelines. The DEA team will request consultation with relevant tribes in compliance with AB 52. The IS will be drafted for Agency review and the DEA team will revise the IS based on those comments. The final IS will incorporate public comments and responses obtained during the Task Public Review and Comment Response, (discussed below).

Technical Studies (Contingency)

Should an IS be required, the DEA team will conduct the relevant technical studies and prepare the appropriate technical memoranda. Given the potential effects of the project on the environment, the DEA team proposes that technical memoranda will need to be produced for Cultural Resources, Air Quality, Greenhouse Gases, and Energy. A cultural subconsultant, approved by the Agency and Riverside County, will complete the cultural review and report. The technical reports will be drafted and sent to the Agency for review. After receiving compiled comments from the Agency, the DEA team will revise the memoranda for incorporation into the IS.

Negative Declaration/Mitigated Negative Declaration (ND/MND) (Contingency)

Given the likely use of an NOE, or at the most an IS resulting in a Negative Declaration (ND) or Mitigated Negative Declaration (MND), DEA proposes that an ND or MND would be prepared as a contingency task. DEA will follow guidance in Article 6, Sections 15070 to 15075 of the CEQA Guidelines to provide a brief project description, project location, and relevant mitigation measures. A copy of the Initial Study will be attached. The ND/MND document will be finalized after public review and comments (see Public Review and Comment Response below).

Public Review and Comment Response (Contingency)

Should the project require an IS and ND/MND, the DEA team will prepare a draft Notice of Intent for Agency review, in accordance with Sections 15072 and 15073. After Agency review, the DEA team will revise the NOI for filing through Riverside County and the state's CEQA clearinghouse. After public review, the DEA team will review and compile comments for response. The comments and responses will be integrated into the final IS/ND/MND document.



- Regulatory requirements: Identify regulatory, access, and easement requirements.
- Site Investigation and Topographic Survey: Site investigation including topographic survey of the pump house location and along the proposed pipeline. As part of the survey process, DEA will dip existing manholes to obtain pipe invert elevations from sewer and storm drain systems. Topographic survey will include full width of the street from ROW to ROW.
- Data Collection and Utility Research: Data collection and record research including the review of existing reports, hydraulic model, water quality data, and conduct existing utility research and obtaining as-built information.
- Geotechnical Investigation: Including four 25-ft deep borings to capture trench requirements, pavement design requirements, existing groundwater elevation, and determine soil structural design information for the building footings.
- Pothole Investigation: Including potholing of identified existing utilities along the proposed pipeline alignment and other locations as needed. We have included a total of fifteen potholes in our scope of work.
- Finalize hydraulic calculation for equipment and pipe sizing.: DEA will evaluate the provided Preliminary Design Technical Memorandum in more details and will utilize the City's hydraulic model to verify the design requirements for the pump station. Once the pump and equipment selection is finalized, we will provide a preliminary site layout and pump house building configuration for the City's review.
- Surge Analysis: the DEA Team will utilize the City's hydraulic model to perform a surge analysis for the pump station. Additionally, our team will calculate the required storage for hydropneumatic operation of the station for smaller flows. A combination surge/hydropneumatic tank will be sized for the project.
- Submit Preliminary Design Report: Findings will be presented to the City in a Preliminary Design Report (PDR) for review and a review workshop will be conducted with the City staff to discuss the project requirements. Once comments are addressed and project elements are finalized, DEA will proceed to the design stage.
- 50% Design Submittal: the DEA Team will provide plans, technical specifications, and engineers estimate of construction costs at the 50% level for the City's review. A review meeting will be scheduled with the City and comments will be discussed. All comments will be addressed in the subsequent submittal package.

Task II. Final Design Stage

Final design phase will consist of preparation and submittal of the 90%, 100%, and the Final (Bid Ready) Plans and Specifications for the project. It will also include the inclusion of the traffic control plans for construction of the pipeline on Hacienda Road and the tie in to Cal Domestic waterline on Whittier Boulevard, as well as the plans and technical specifications for construction of the new restroom facility (provided by others). During the final design phase, the DEA Team will develop plans, specifications, and cost estimate for the project. CEQA requirements will be included in the final design plans and specifications for compliance by the contractor. Each submittal will be reviewed with the City's team and their comments will be addressed in the subsequent submittal package. The following table (*Table 2*) is a suggested list of drawings based on our experience with similar projects:

SHEET	DRAWING	DESCRIPTION
1	T-1	Title Sheet
2	G-1	General Notes, Vicinity Map
3	G-2	Construction Notes, NPDES Notes
4	C-1	Site Layout and Grading Plan
5	C-2	Yard Piping Plan and Sections
6	C-3	Suction Pipe Plan and Profile 1
7	C-4	Suction Pipe Plan and Profile 2
8	C-5	Suction Pipe Plan and Profile 3
9	C-6	Connection and Civil Details
10	TC-1	Traffic Control Plans General Notes
11	TC-2	Traffic Control on Hacienda Road 1
12	TC-3	Traffic Control on Hacienda Road 2
13	TC-4	Traffic Control on Hacienda Road 3
14	TC-5	Traffic Control at Intersection of Hacienda Rd. and Whittier Blvd. - Phase 1
15	TC-6	Traffic Control at Intersection of Hacienda Rd. and Whittier Blvd. - Phase 2
16	M-1	Mechanical Plan
17	M-2	Mechanical Sections
18	M-3	Mechanical Details 1
19	M-4	Mechanical Details 2
20	S-1	Structural Notes
21	S-2	Footing Reinforcement
22	S-3	Wall and Roof Details
23	S-4	Structural Details 1
24	S-5	Structural Details 2
25	A-1	Architectural Notes
26	A-2	Building Elevations
27	A-3	Architectural Details and Schedule of Features
28	E-1	General Notes and Symbol List
29	E-2	Single Line Diagram and Load Calculations
30	E-3	Electrical Site Plan
31	E-4	Power and Lighting Plan
32	E-5	Instrumentation Plan
33	E-6	Conduit, Panel, and Lighting Schedules
34	E-7	Pump Control Schematic Diagram
35	E-8	PLC Power Schematic and Communication Diagrams
36	E-9	PLC Wiring Diagram
37	E-10	Control Panel Layout and Details
38	E-11	Utility Plan and Details
39	PID-1	Piping & Instrumentation Diagram Notes and Symbols
40	PID-2	Piping & Instrumentation Diagram
		Restroom Facility and MEP Plans (by City)

Table 2



Task III. Bid Stage Services

During the bidding phase of the Project, the DEA Team will provide the following services to assist the City and their construction management team.

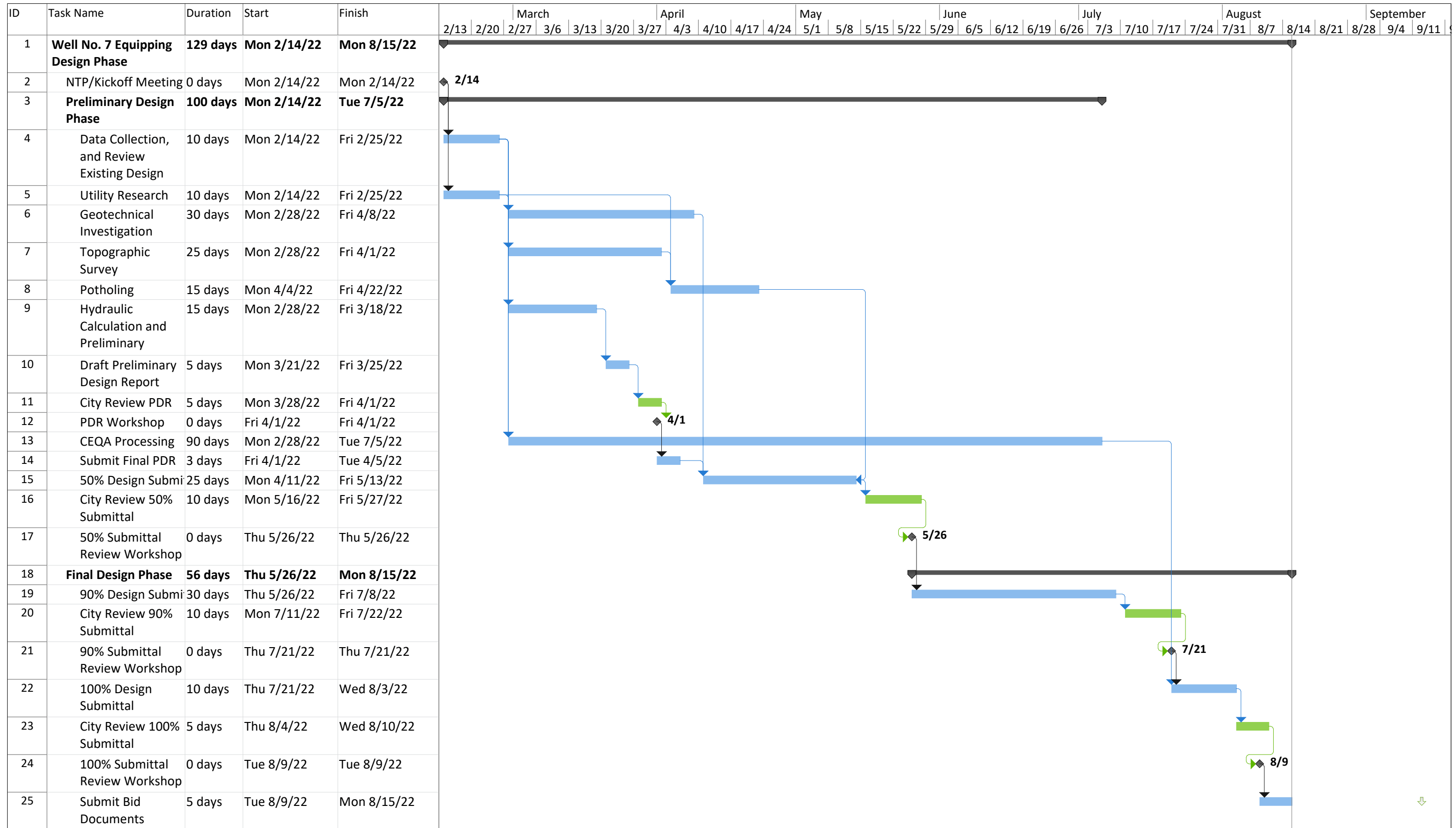
- DEA will provide clarifications to the plans and specifications and will respond to bidders' questions. At the conclusion of the bidding phase, DEA will provide conformed set of plans and specifications for the Project.
- DEA will assist the City in preparation and issuance of two bid addenda during this phase.

Task IV. Construction Support

During the construction phase of the Project, the DEA Team will provide the following services to assist the City and their construction management team.

- DEA will review contractor's submittals and shop drawings and will provide comments. A total number of forty submittals with two reviews per submittal has been included in the scope.
- DEA will provide response to contractor's questions and RFIs during the construction phase. Fifteen RFIs have been included in this scope.
- DEA will assist the City and their construction management team with review and respond to contractor's change order requests up to fifteen change orders.
- The DEA Team will attend up to twenty construction meetings of two hours each, as needed.
- DEA Team will assist the City and their construction management team with developing the testing and commissioning plan. Additionally, DEA's Project Manager will attend two full days of testing and commissioning to verify all systems are working properly and within their intended design parameters.
- DEA will participate in final inspection and final punch list creation.
- DEA will obtain contractor's construction markups through the City's construction management team and will prepare the final as-built drawings for the project.

Project Schedule



Project: Hacienda Booster Pump Station
Date: Wed 1/5/22

DEA Task [Blue bar] City Task [Green bar] Meeting [Diamond] Summary [Thick black bar] Advertise for Bids [Down arrow]

**EXHIBIT “B”
COMPENSATION RATES AND
CHARGE**



City of La Habra
Hacienda Booster Pump Station

Task	Description	DEA Fee/Hour Breakdown														Sub-Consultant Fee ⁽¹⁾					Expenses	Total Fee		
		PIC	Sr. Project Manager	QA/QC Manager	Project Engineer	Structural Engineer	Architect	CEQA Manager	CEQA Specialist	Engineering Designer	Survey Manager	Surveyor	2-Men Survey Crew	Administrative Assistant	Hours	Fee (\$)	Electrical	Surge Analysis	Traffic Control	Cultural			Geotechnical	Potholing
#	Hourly Rates:	\$310	\$305	\$235	\$170	\$170	\$170	\$230	\$180	\$140	\$190	\$170	\$325	\$115										
I	Preliminary Design Stage																							
	Project management and coordination	4	24		8									18	54	\$11,990	\$3,780						\$50	\$15,820
C E Q A	Preliminary Environmental Review and Notice of Exemption		2	3				10	20					3	38	\$7,560				\$2,000			\$150	\$9,710
	Initial Study Preparation		4	4	4			12	44					6	74	\$14,210				\$11,000			\$4,000	\$29,210
	Technical Studies		2	2	2			14	30					6	56	\$10,730				\$11,000			\$400	\$22,130
	Negative Declaration / Mitigated Negative Declaration							6	16					2	24	\$4,490				\$2,500			\$25	\$7,015
	Public Review and Comment Response							4	12					2	18	\$3,310				\$1,500			\$25	\$4,835
	Regulatory Requirements		2		12	4									18	\$3,330								\$3,330
	Site Investigation and Topo Survey		8		8						22	68	48	8	162	\$36,060							\$500	\$36,560
	Data Collection and Utility Research				16									8	24	\$3,640	\$1,240							\$4,880
	Geotechnical Investigation		2		2										4	\$950				\$18,050				\$19,000
	Pothole Investigation (15 Potholes)		2		2										4	\$950					\$20,940			\$21,890
	Review Preliminary Design Technical Memorandum and finalize Hydraulic Design		8		40										48	\$9,240								\$9,240
	Surge Analysis		2		2										4	\$950		\$4,400						\$5,350
	Preliminary Design Report		8		16					16					40	\$7,400								\$7,400
	50% Design submittal	2	20	12	60	24	24			130					272	\$46,100	\$12,620					\$100	\$58,820	
	SUBTOTAL Task I	6	84	21	172	28	24	46	122	146	22	68	48	53	840	\$160,910	\$17,640	\$4,400	\$0	\$28,000	\$18,050	\$20,940	\$5,250	\$255,190
II	Final Design Stage																							
	90% Design Submittal	1	16	8	50	24	24			130					253	\$41,930	\$10,090			\$28,160			\$100	\$80,280
	100% Design Submittal	1	8	4	24	8	8			70				8	131	\$21,210	\$1,260			\$3,520			\$100	\$26,090
	Final Bid Package		4	4	16	8	4			58				8	102	\$15,960	\$1,260			\$3,520			\$100	\$20,840
	SUBTOTAL Task II	2	28	16	90	40	36	0	0	258	0	0	0	16	486	\$79,100	\$12,610	\$0	\$35,200	\$0	\$0	\$0	\$300	\$127,210
III	Bid Stage Services																							
	Respond to RFI and RFC		2		8	8									18	\$3,330	\$2,380							\$5,710
	Prepare Two Bid Addenda		2		12	4				20					38	\$6,130								\$6,130
	SUBTOTAL Task III	0	4	0	20	12	0	0	0	20	0	0	0	0	56	\$9,460	\$2,380	\$0	\$0	\$0	\$0	\$0	\$0	\$11,840
IV	Construction Support																							
	Attend Pre-Construction Meeting		2		2										4	\$950	\$940						\$50	\$1,940
	Review and Respond to RFIs (15 RFIs)		4		12	6	6								28	\$5,300	\$2,870							\$8,170
	Review Submittals and Shop Drawings (80 Reviews)		16		80	20	20								136	\$25,280	\$3,300							\$28,580
	Attend 20 Construction Meetings (2 Hr Each)		40		16	10									66	\$16,620	\$880						\$500	\$18,000
	Operational Testing and Commissioning (2 Days)		16		16										32	\$7,600							\$100	\$7,700
	Final Inspection and Punch List		4		4										8	\$1,900	\$1,120						\$100	\$3,120
	As-Built Drawings				8	8				40					56	\$8,320	\$660						\$100	\$9,080
	SUBTOTAL Task IV	0	82	0	138	44	26	0	0	40	0	0	0	0	330	\$65,970	\$9,770	\$0	\$0	\$0	\$0	\$0	\$850	\$76,590
	GRAND TOTAL	8	198	37	420	124	86	46	122	464	22	68	48	69	1712	\$315,440	\$42,400	\$4,400	\$35,200	\$28,000	\$18,050	\$20,940	\$6,400	\$470,830

(1) Sub-Consultant Fee includes 10% management, administration and invoicing markup.