

SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND

WEST YOST ASSOCIATES, INCORPORATED

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 11th day of June, 2019 by and between the City of Rialto, a municipal corporation ("City"), and West Yost Associates, Incorporated, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant shall perform its services using the degree of care ordinarily exercised under similar

circumstances by competent members of Consultant's profession. Consultant makes no other representation or warranty, whether expressed or implied with respect to the services rendered hereunder.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all applicable and non-conflicting ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the practice of Consultant's profession, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant agrees that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant agrees that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until

acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor in the absence of circumstances beyond the Consultant's control that affect the level of effort. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million, Five Hundred and Twenty Thousand Dollars and Zero Cents (\$1,520,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. For time and materials compensation only, the invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials,

equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of

the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Stephen Dopudja
(Name)

Vice President
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control

of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of commercial general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified

endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance

that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

For claims based upon professional negligence, Consultant's obligation to indemnify indemnitees for defense costs is not immediate and shall be satisfied at the time of any settlement or judgement as to Consultant's indemnity obligations under this Agreement.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity

hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing

design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s responsibility shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar

proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of Zero Dollars (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant

shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of

this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Administrator
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Aleshire & Wynder, LLP
 18881 Von Karman Ave., Suite 1700
 Irvine, CA 92612
 Attn: Fred Galante, City Attorney
 Tel: (949) 223-1170
 Fax: (949) 223-1180

If to Consultant: West Yost Associates
2020 Research Park Drive, Suite 100
Davis, CA 95618
Tel: (530) 756-5905
Fax: (530) 756-5991

With copy to: Not Applicable

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

CONSULTANT:

WEST YOST ASSOCIATES, INC.

By: _____
Name: Jeffrey Pelz
Title: Vice President

By: _____
Name: Greg Chung
Title: Vice President
Two signatures are required if a corporation.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Various recurring, technical and engineering assignments as described on Exhibit "A-1"
 - B.
 - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. To be determined based on assignment.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. To be determined based on assignment.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Stephen Dopudja
 - B. Other West Yost Personnel as needed
 - C.

A. Recurring Activities/Staff Support

1. Meetings, Coordination and Staff Support

Staff support, assistance and attendance at the following meetings when requested:

- Rialto Water Services meetings to discuss Facility/Capital Improvement Plans and Operations
- City staff meetings
- City Council Subcommittee meetings
- Utility Commission meetings
- Other meetings when requested by the Utilities Manager

This effort is a time and materials hourly support to be utilized only at the request of City Water Subcommittee and the Utilities Manager. Any non-utilized support will not be billed to the City.

2. Review Reports and Statements

West Yost may be requested to provide supplemental assistance with the review of various reports and projected budgets, as needed. Reports may include, but would not be limited to, the following:

- Monthly and Annual O&M and Customer Service Reports
- Quarterly Asset Management Reports to verify conformance with the Concession Agreement Schedules A.6.3 and B.6.3.
- Annual Wastewater Chemical Settlement Statement to verify conformance with the Concession Agreement Article VIII, Section 8.13, Part a.
- Electricity Settlement Statements
- Annual Water Chemical Settlement Statement to verify conformance with the Concession Agreement Article XIV, Section 14.13, Part a

3. Engineering Studies and Planning Support Services

Upon request of the Utilities Manager, West Yost will conduct miscellaneous engineering studies for the City. Potential subjects include, but are not limited to, on-going hydraulic modeling, load analysis of the City's water distribution and wastewater collection systems.

B. Projects

1. Conduct Triennial Inspection of Facilities

As part of the second Triennial Inspection, West Yost staff will again will perform a full-scale inspection and review of the state of repair, working condition and performance capability of the Water and Wastewater Facilities, including testing of equipment to determine its physical and operational conditions, and inspection of the general status of repairs of all equipment and structures, grounds, utility lines, spare parts, inventories, and operation, maintenance, repair and replacement records. The principal purpose of our inspection and review will be to ascertain the extent to which the Maintenance, Repairs and Replacements are in accordance with the Concession Agreement. The inspection shall include a concurrent review of all relevant data, records and reports.

The specific effort associated with this task includes:

- Perform an on-site inspection of the existing water and wastewater facilities and review available system information to assess general condition.
- Review the condition of the existing equipment and structures from site visit and available records.
- Meet with, and interview key representatives of RWS/Veolia to identify operating matters of concern and any limitations related to equipment conditions and to discuss the facility's performance.
- Review system equipment renewals and replacements planned and actually performed over the review period and the status of prospective plans for renewals and replacements or additions to the systems over the next contract year.
- Review with Veolia information from the computerized maintenance management program regarding maintenance performed on major equipment. Review the level of maintenance performed, and the status of outstanding corrective and preventative work orders.
- Review the regulatory permit renewal list (developed in technical review task) and advise the City, as part of the final report, of upcoming permit reapplication activities needed as well as status of compliance with monitoring and reporting requirements.
- Verify that regulatory reports submitted by the operator indicate that the plant is being operated in compliance with the current operating permits or standards.
- Interview the key Veolia personnel with respect to any proposed changes in regulatory standards that could affect operations.
- Evaluate Veolia's performance against applicable contract standards and performance guarantees.

2. Wastewater Treatment Plant Improvement Project (S1)

Because of the progressive design build nature of the project, West Yost will provide construction observation during the most critical construction and commissioning phases.

The following work is included, but not limited to, in this task:

- Provide Construction Management services
- Review and evaluate all change orders
- Completed monthly inspections of work completed on the project
- Project reports
- reviews
- Respond to Requests for Information (RFIs)
- Review submittals
- Attendance on behalf of the City at monthly construction meetings
- Oversee commissioning efforts on behalf of the City.

3. Aqua Mansa Sewer Lift Station

The scope of services for the Aqua Mansa Sewer Lift Station Project includes the design of capacity upgrades for the existing lift station located near the intersection of Aqua Mansa Road and Riverside Avenue. The lift station is being upgraded to add additional pumping capacity to serve new development in the areas tributary to the existing station.

The design includes: a condition assessment of the existing wet well with recommendations for repairs, if needed; an evaluation of the existing electrical service for both lift stations; an evaluation of the existing generator to provide service to the upgraded Aqua Mansa lift station; potholing of the existing force mains to verify location and material characteristics at the Aqua Mansa lift station; and the design of new submersible pumping equipment to expand existing pumping capacity.

TASK 1. PROJECT MANAGEMENT

- This task will include project management activities, including day-to-day project administration, progress meetings and technical reviews.
- Task 1.1 Project Administration.
 - Monitor progress of individual tasks and coordinate completion of work products. Monitor task budgets and project schedule. Coordinate subcontractor contracts and invoicing. Schedule changes, if required, will be provided. Prepare monthly progress, cost summaries report, and invoices.
- Task 1.2 Design Meetings.
 - Attend up to four (4) design review meetings, two (2) for each lift station design, with City staff to discuss and review design plans and significant action items. West Yost will prepare and submit meeting agendas and minutes.
- Task 1.3 Technical Reviews.
 - Technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

TASK 2. DESIGN DRAWINGS, TECHNICAL SPECIFICATIONS, AND COST ESTIMATE

Task 2.1 Survey and Base Map Preparation

West Yost will use a subcontractor to conduct the necessary field survey to obtain sufficient information needed to perform the proper design of the projects. The subcontractor will field survey each lift station site to obtain survey control, complete field survey including location of existing structures, force mains, and boundary fencing. The subcontractor will plot data and provide site mapping for each project.

Assumptions:

- All work will be performed under the direction of a Licensed California Land Surveyor in compliance with the California Professional Land Surveyors Act.
- Survey control will be established based upon the California Coordinate System and Local County/City Benchmarks.
- Existing site topography will not be required as the overall site grading will remain the same as existing.

Deliverables:

- Existing Site Base Map Surveys

Task 2.2 Condition and Capacity Assessments

West Yost will use a subcontractor to conduct a condition assessment of each existing lift station wet well and provide recommendations for repair, if needed. The subcontractor will review existing drawings and documentation to prepare for a top-side visual condition assessment of each wet well. The initial condition assessment will include: digital photos of corrosion observations of the accessible concrete and metal surfaces and the condition of coatings present and a pole-mounted scratch test. Condition will be rated using the VANDA Concrete and Metal Condition Indices. A summary report will be prepared following the assessment.

West Yost will use a subcontractor to conduct and evaluation of the existing electrical service at each lift station and the stand-by generator at the Aqua Mansa lift station to determine the maximum capacity of these existing facilities to serve initial pumping upgrades. If existing electrical facilities are found to require upgrades for the proposed pumping capacity expansion, the electrical design for the upgrades will be required to be included in the design. The additional electrical design scope, if needed, is described in optional Task 4.

Task Assumptions

Task assumes that each wet well condition assessment will take one 8-hour day to conduct and will not include confined space entry. If necessary, the Wastewater operator will provide support for isolation and dewatering the existing wet well prior to the field condition assessment.

Task 2.3 Construction Plans and Specifications

This task includes preparation of design drawings for the scope of work presented herein and in accordance with the City design criteria. Drawings will be prepared using the 2017 version of AutoCAD on standard 22" by 34" plan sheets.

West Yost will retain a subcontractor to pothole two existing force mains at the Aqua Mansa lift station to determine the current size, location, and material characteristics. The subcontractor will coordinate with USA for existing utility mark-out prior to potholing and will prepare a pothole summary report after potholing is completed.

West Yost will coordinate with their electrical design subconsultant for the preparation of electrical and instrumentation design drawings and technical specifications. Construction drawings will be submitted to the City for review at 50 percent, 90 percent, and Final percent design milestones.

A total of seventeen (17) plan sheets are anticipated for the Aqua Mansa lift station Design and will include:

- Title sheet;
- Sheet index and vicinity map;
- Abbreviations, Notes and Legend
- Lift Station Plan and Section
 - Mechanical/Civil (2 sheets)
 - Civil/Mechanical Details (1 Sheet)
 - Electrical and Instrumentation (11 sheets)

Specifications

West Yost will prepare bid documents and technical specifications. Technical specifications will be prepared using the City's format and "front end" documents, in accordance with the Construction Specification Institute (CSI) master format. Construction documents and technical specifications will be submitted to the City for review at the 50 percent and 90 percent and Final Design.

After each design submittal (50 percent, 90 percent, Final), the documents will be submitted for City internal review. After the City's review, West Yost will hold a workshop with appropriate City and Concessionaire staff for each lift station submittal to discuss and receive City's comments on the submittal documents.

Task 2.4 Opinion of Probable Cost

Estimate of probable construction cost will be developed at the hundred percent (100%) design stage for each project.

Design Submittals

Review Documents:

Design review packages will be submitted for external reviews at the 50 percent (50%), 90 percent (90%), and Final (100%) design levels for the lift station. Design review packages submittals will include:

- Two (2) copies of Design Drawings (full size 22"x 34")
- Two (2) copies of Technical Specifications (90 percent and Final submittals only)
- One (1) copy of quantity calculations and estimate of construction cost
- One (1) electronic (PDF) copy of all files.

- Final Contract Documents:
 - Deliverables for each lift station final design submittal include:
 - One (1) set of stamped and signed Plans (full size 24"x 36")
 - One (1) copy of stamped and signed Technical Specifications
 - All digital files (AutoCAD, MS Word, MS Excel)
 - One (1) electronic (PDF) copy of all files.

TASK 3. (OPTIONAL). ELECTRICAL DESIGN

West Yost will coordinate with their electrical design subconsultant for the preparation of electrical design drawings and technical specifications if found necessary under the Condition and Capacity Assessment stage of the project. Electrical design services will include: coordination with Southern California Edison and preparation of electrical upgrade design drawings and specifications.

The following tasks are excluded from this scope of work:

- Permitting and approvals from the following, but not limited to, San Bernardino County and City of Rialto.
- CEQA/Environmental Clearances
- Traffic Control Plans.
- Grading Plans.

4. Sycamore Sewer Lift Station

The scope of services for the Sewer Lift Station (LS) Projects includes the design of capacity upgrades for the existing lift stations (LS's) located near the intersection of Aqua Mansa Road and Riverside Avenue and Easton Street and Sycamore Avenue. The lift station is being upgraded to add additional pumping capacity to serve new development in the areas tributary to the existing lift station. The design includes: a condition assessment of the existing wet well with recommendations for repairs, if needed; an evaluation of the existing electrical service for both lift stations; and the design of new submersible pumping equipment to expand existing pumping capacity.

TASK 1. PROJECT MANAGEMENT

- This task will include project management activities, including day-to-day project administration, progress meetings and technical reviews.
- Task 1.1 Project Administration.
- Monitor progress of individual tasks and coordinate completion of work products. Monitor task budgets and project schedule. Coordinate subcontractor contracts and invoicing. Schedule changes, if required, will be provided. Prepare monthly progress, cost summaries report, and invoices.
- Task 1.2 Design Meetings.
- Attend up to four (4) design review meetings, two (2) for each lift station design, with City staff to discuss and review design plans and significant action items. West Yost will prepare and submit meeting agendas and minutes.

- Task 1.3 Technical Reviews.
- Technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

TASK 2. DESIGN DRAWINGS, TECHNICAL SPECIFICATIONS, AND COST ESTIMATE

Task 2.1 Survey and Base Map Preparation

West Yost will use a subcontractor to conduct the necessary field survey to obtain sufficient information needed to perform the proper design of the projects. The subcontractor will field survey each lift station site to obtain survey control, complete field survey including location of existing structures, force mains, and boundary fencing. The subcontractor will plot data and provide site mapping for each project.

Assumptions:

- All work will be performed under the direction of a Licensed California Land Surveyor in compliance with the California Professional Land Surveyors Act.
- Survey control will be established based upon the California Coordinate System and Local County/City Benchmarks.
- Existing site topography will not be required as the overall site grading will remain the same as existing.

Deliverables:

- Existing Site Base Map Surveys

Task 2.2 Condition and Capacity Assessments

West Yost will use a subcontractor to conduct a condition assessment of each existing lift station wet well and provide recommendations for repair, if needed. The subcontractor will review existing drawings and documentation to prepare for a top-side visual condition assessment of each wet well. The initial condition assessment will include: digital photos of corrosion observations of the accessible concrete and metal surfaces and the condition of coatings present and a pole-mounted scratch test. Condition will be rated using the VANDA Concrete and Metal Condition Indices. A summary report will be prepared following the assessment.

West Yost will use a subcontractor to conduct and evaluation of the existing electrical service at the lift station to determine the maximum capacity of these existing facilities to serve initial pumping upgrades. If existing electrical facilities are found to require upgrades for the proposed pumping capacity expansion, the electrical design for the upgrades will be required to be included in the design. The additional electrical design scope, if needed, is described in optional Electrical Design Task describe below

Task Assumptions

Task assumes that each wet well condition assessment will take one 8-hour day to conduct and will not include confined space entry. If necessary, the Wastewater operator will provide support for isolation and dewatering the existing wet well prior to the field condition assessment.

Task 2.3 Construction Plans and Specifications

This task includes preparation of design drawings for the scope of work presented herein and in accordance with the City design criteria. Drawings will be prepared using the 2017 version of AutoCAD on standard 22" by 34" plan sheets.

West Yost will retain a subcontractor to pothole two existing force mains at the Aqua Mansa lift station to determine the current size, location, and material characteristics. The subcontractor will coordinate with USA for existing utility mark-out prior to potholing and will prepare a pothole summary report after potholing is completed.

West Yost will coordinate with their electrical design subconsultant for the preparation of electrical and instrumentation design drawings and technical specifications. Construction drawings will be submitted to the City for review at 50 percent (50%), 90 percent (90%), and Final (100%) percent design milestones.

A total of sixteen (16) plan sheets are anticipated for the Sycamore Lift Station Design and will include:

- Title sheet;
- Sheet index and vicinity map;
- Abbreviations, Notes and Legend
- Lift Station Plan and Section
 - Mechanical/Civil (2 sheets)
 - Civil/Mechanical Details (1 Sheet)
 - Electrical and Instrumentation (10 sheets)

Specifications

West Yost will prepare bid documents and technical specifications. Technical specifications will be prepared using the City's format and "front end" documents, in accordance with the Construction Specification Institute (CSI) master format. Construction documents and technical specifications will be submitted to the City for review at the 50 percent (50%) and 90 percent (90%) and Final (100%) Design stages.

After each design submittal (50 percent (50%), 90 percent (90%), Final (100%)), the documents will be submitted for City internal review. After the City's review, West Yost will hold a workshop with appropriate City and Concessionaire staff for the lift station submittal to discuss and receive City's comments on the submittal documents.

Task 2.4 Opinion of Probable Cost

Estimate of probable construction cost will be developed at the 100% design stage for each project.

Design Submittals

Review Documents:

Design review packages will be submitted for external reviews at the 50 percent (50%), 90 percent (90%), and Final (100%) design levels for the lift station. Design review submittals will include:

- Two (2) copies of Design Drawings (full size 22"x 34")
- Two (2) copies of Technical Specifications (90 percent and Final submittals only)
- One (1) copy of quantity calculations and estimate of construction cost
- One (1) electronic (PDF) copy of all files.
- Final Contract Documents:
 - Deliverables for each lift station final design submittal include:
 - One (1) set of stamped and signed Plans (full size 24"x 36")
 - One (1) copy of stamped and signed Technical Specifications
 - All digital files (AutoCAD, MS Word, MS Excel)
 - One (1) electronic (PDF) copy of all files.

TASK 3. (OPTIONAL). ELECTRICAL DESIGN

West Yost will coordinate with their electrical design subconsultant for the preparation of electrical design drawings and technical specifications if found necessary under Task 2.2. Electrical design services will include: coordination with Southern California Edison and preparation of electrical upgrade design drawings and specifications.

The following tasks are excluded from this scope of work:

- Permitting and approvals from the following, but not limited to, San Bernardino County and City of Rialto.
- CEQA/Environmental Clearances
- Traffic Control Plans.
- Grading Plans.
- Potholing at Sycamore Lift Station.

5. Water Master Plan Update

Project Management and Meetings

This task includes comprehensive project management which includes staff coordination, attendance at project meetings, project updates, ongoing project scheduling, QA/QC, and contract administration services.

West Yost will coordinate and attend a project kick-off meeting with the City to review initial goals and priorities for the masterplan, to discuss project coordination, review data requests, and discuss project schedule and deliverables.

West Yost will conduct up to four (4) coordination meetings during the course of the project to present and get input from the City on specific project criteria and/or results.

West Yost will prepare a meeting agenda before each meeting and provide it to the City for review and input prior to each meeting. Following each meeting West Yost will prepare meeting minutes which will be provided to the City for review before being finalized.

Project updates will be provided to the City on a monthly basis during the project duration.

QA/QC reviews of deliverables will be completed by a senior staff member who is not directly involved with the project on a day to day basis.

Data Gathering and Review

West Yost will prepare and coordinate data requests with the City and the Concessionaires to gather available data on the water distribution system needed to complete model updates. West Yost will review available materials and supplement or update these materials, as needed, to gain a better and more complete understanding of the current operation of facilities in the City's water system, the basic operation of the water system, existing facility status, demands, and demand trends. This will include working with City staff to identify and collect additional information, studies, reports, designs and operational data as necessary.

West Yost will prepare an inventory that documents the existing potable water systems, including the service area, pressure zones, key facilities (supply turnouts, pump stations, reservoirs and pressure reducing stations) and distribution system piping.

Update Potable Water Demand Projections

The objective of this task is to establish existing potable water demands, peaking factors and unit use factors to project future water demands for buildout (based on the City's adopted General Plan). This task will also be closely coordinated with the development of sewer flow projections for the Sewer Master Plan to provide for consistency between projected water demands and sewer flows.

Summarize and Evaluate Historical Data

Summarize historical production and water use data using information available in the City's 2010 and 2015 Urban Water Management Plans, supplemented with production and water use data through 2018.

Develop Unit Water Use Factors

Work with City staff to develop residential and non-residential land-use-based unit water use factors using aggregate historical billing data and land-use planning data aggregated by billing class.

Develop Water Demand Projections

West Yost will update land use-based projections of water demand for integration into the Water Master Plan. Projected potable water demands, as reviewed and agreed to by the City, will be used in the hydraulic model update and development of the recommended Capital Improvement Plan. Water demand projections will consider conservation efforts and recent state legislation with regard to water usage.

Update Water System Peaking Factors Analyze and update, as needed, historical and existing system usage to develop maximum demand day and peak hour peaking factors.

Model Updates

The current model software platform, H2O MAP Water, will be retired by Innovyze by December 15, 2018. Therefore, West Yost proposes to transfer the current model into Innovyze's next generation modeling software program, InfoWater.

The model will be updated with new data, updated water demands and peaking factors, and any provided field data.

West Yost will evaluate and identify potential infrastructure data inaccuracies which may be triggering system deficiencies and will coordinate with the City to obtain field-verification of existing water system infrastructure.

Distribution System Analysis

Use the existing/buildout demands and the updated hydraulic model to assess the adequacy of the City's existing/buildout water system facilities to meet the City's system performance criteria. The existing/buildout system analysis will include the following:

- Evaluate Pump Station and Storage Capacity: Evaluate pump station and storage requirements, comparing pump station and storage sizing with recommended service standards.
- Assess System Peak Demand Hydraulic Performance: Use the hydraulic model to assess system hydraulic performance for peak demand conditions, comparing system performance with established level of service standards. Analysis will be performed using static (snapshot) evaluations for maximum demand day plus fire flow and peak hour demand.
- Identify System Improvements: Based on the results of the existing/buildout system evaluations, identify which existing facilities lack capacity, have insufficient redundancy, or would not be cost-effective to operate to meet existing/buildout demands, and system improvements to cost-effectively and reliably meet required flow and pressure goals, while maintaining operational flexibility and system reliability and storage reserves. Based on existing/buildout demands, West Yost will prepare a detailed recommendation of improvements, prioritized based on degree of existing/buildout system deficiency and/or criticality of facility.

Alternatives Analysis

West Yost will update the model to include approved infrastructure upgrades needed to wheel treated source water through the existing City distribution system from the Rialto Well No. 3 expanded treatment plant site to proposed delivery point(s) into the Colton distribution system. An analysis will be performed to determine the sufficiency of the approved upgrades to meet City distribution system requirements based on the updated model demands.

Capital Improvement Program

West Yost will prepare a capital improvement program that includes recommended project to address existing system and future system deficiencies that were identified in the tasks above. Each project will include a project description, location, size and cost. The proportionate share of cost between existing ratepayers and new development will

be determined based on facility sizing for existing and future customers. A cost for each recommended project will be estimated based on appropriate unit costs for replacement or new infrastructure.

Prepare Draft and Final Water Master Plan Report

West Yost will prepare a draft Water Masterplan Report which will contain the following report sections:

- Executive Summary
- Introduction
- Existing Water System Description
- Existing Water System Demand
- General Planning Information
- Future Water System Demand
- Water Sewer System Analysis
- Alternatives Analysis
- Capital Improvement Program

A draft report will be submitted to the City for review and comment. West Yost will work with the City to make updates to the draft report to address City review comments. A final report will be submitted to the City in both hard copy and electronic formats. West Yost may submit individual draft report sections during the study period to gain City feedback on analysis parameters.

6. Sewer Master Plan Update

Project Management and Meetings

This task includes comprehensive project management which includes staff coordination, attendance at project meetings, project updates, ongoing project scheduling, QA/QC, and contract administration services.

West Yost will coordinate and attend a project kick-off meeting with the City to review initial goals and priorities for the masterplan, to discuss project coordination, review data requests, and discuss project schedule and deliverables.

West Yost will conduct up to four (4) coordination meetings during the course of the project to present and get input from the City on specific project criteria and/or results. West Yost will prepare a meeting agenda before each meeting and provide it to the City for review and input prior to each meeting. Following each meeting West Yost will prepare meeting minutes which will be provided to the City for review before being finalized.

Project updates will be provided to the City on a monthly basis during the project duration. QA/QC reviews of deliverables will be completed by a senior staff member who is not directly involved with the project on a day to day basis.

Data Gathering and Review

West Yost will prepare and coordinate data requests with the City and Veolia to gather available data on the sewer system needed to complete model updates. A review of available materials will be conducted for incorporation into model updates. Both new and existing data will be reviewed to recommend 30 flow monitoring locations throughout the existing sewer system to characterize existing system flows.

Flow Monitoring

West Yost will work directly with their subcontractor) to conduct flow monitoring at thirty (30) locations throughout the existing sewer system. West Yost will coordinate with City and the Concessionaire staff to identify flow monitoring locations that will be valuable to this Sewer Master Plan Update and to the management of the collection system in general. Sites will be chosen isolate specific land uses, to directly quantify flow in gravity mains that are anticipated to be near their maximum capacity, to directly quantify flow in gravity mains that are anticipated to be critical in conveying future flows, and to quantify flow into lift stations. Dry weather flow will be captured during the flow monitoring study.

Flow monitoring will be conducted over a three (3) week timeframe to quantify existing system sewer flows. West Yost, or their subcontractor, will summarize flow monitoring results in a report. The flow monitoring summary report will be included as an Appendix in the final Sewer Master Plan report. To complete this effort, flow monitors will be installed within existing manholes and each monitor will collect depth and velocity measurements at five (5) minute intervals throughout the monitoring period. The summary report will also include photographs of the physical location, pertinent information relative to pipe details and observation, instrumentation, technician comments and hydraulic conditions observed at each flow monitoring location. Additional analysis at each location will include a hydrograph that graphically displays changes of each hydraulic variable over the monitoring timeframe.

Sewer Generation Rate Analysis and Updates

The data obtained during the flow monitoring will be reviewed by West Yost and incorporated into the Sewer Model updates to reflect the current system flow conditions. Unit Average Dry Weather Flow (ADWF) factors will be calculated using flow monitoring results in combination with industry standard flow generation data. The new flow factors will correspond to General Plan land uses for use in calculating flows for future development. Water conservation goals, drought impact, and potential rebound from drought conditions will also be considered when determining future flow factors.

A dry weather peaking factor analysis will be conducted based on the flow monitoring data to generate diurnal peaking patterns. These flow factors and peaking patterns will be updated in the model and adjusted, as necessary, to reflect flows measured in the field. The current City of Rialto General Plan and various development plans will be reviewed to determine future flow projections.

Model Updates

The current model software platform, H2O MAP Sewer, will be retired by Innovyze by December 15, 2018. Therefore, West Yost proposes to transfer the current model into Innovyze's next generation modeling software program, InfoSewer. The model will be updated with new data, updated sewage generation rates and peaking factors, and any provided field data.

West Yost will evaluate and identify potential infrastructure data inaccuracies which may be triggering system deficiencies and will coordinate with the City to obtain field-verification of existing sewer inverts and slopes. This evaluation will be limited to major collectors with flat slopes that limit system capacity.

Lift Station Capacity Analysis

West Yost anticipates visiting up to two (2) lift stations to determine representative operational conditions. West Yost will work with City and Veolia staff to identify the lift stations to be visited. West Yost will use the flow monitoring data and results from the hydraulic model to evaluate the capacity requirements of each lift station under existing and future conditions.

Gravity System Capacity Analysis

The updated hydraulic model will be used to assess the capacity of the collection system under existing and future conditions. Design and performance criteria will be developed early through direct coordination with the City. These criteria will be used as the basis for system capacity assessment. Pipe segments that are identified as capacity deficient will be recommended as potential Capital Improvement Projects; however, it is assumed that the primary criteria for hydraulic analysis will continue to be based upon dry weather peak flows as done currently in the existing sewer master plan.

To provide confidence that wet weather flows are being accounted for in managing the collection system, West Yost will use Wastewater Treatment Plant influent data to establish peak wet weather flows experienced in the collection system. The wet weather flow will be distributed across the collection system and capacity evaluated under this scenario. The results will provide a sensitivity analysis for the sewer master plan update.

Capital Improvement Program

West Yost will prepare a capital improvement program that includes recommended projects to address existing system and future system deficiencies that were identified during the Assets Management Quarterly Review. Each project will include a project description, location, size and cost. The proportionate share of cost between existing ratepayers and new development will be determined based on facility sizing for existing and future customers. A cost for each recommended project will be estimated based on appropriate unit costs for replacement or new infrastructure.

Prepare Draft and Final Sewer Master Plan Report

West Yost will prepare a draft Sewer Masterplan Report which will contain the following report sections:

- Executive Summary

- Introduction
- Existing Sewer System Description
- Existing Sewer System Flows
- General Planning Information
- Future Sewer System Flows
- Sewer System Analyses
- Capital Improvement Program

A draft report will be submitted to the City for review and comment. West Yost will work with the City to make updates to the draft report to address City review comments. A final report will be submitted to the City in both hard copy and electronic formats. West Yost may submit individual draft report sections during the study period to gain City feedback on analysis parameters.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Standard Language)

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

2020-2021 Budget Estimates	
Recurring Activities/Staff Support	
Meetings, Coordination and Staff Support	----- -
Review Reports and Statements	----- -
Engineering Studies and Planning Support Services	----- -
Subtotal for Recurring Activities/Staff Support	\$400,000
Projects	
Conduct Triennial Inspection of Facilities	\$90,000
Wastewater Improvement Project (S1) (Previously authorized by Council with the FCWA)	\$400,000
Agua Mansa Sewer Lift Station (includes costs for optional electrical design work)	\$120,000
Sycamore Sewer Lift Station (includes costs for optional electrical design work)	\$120,000
Water Master Plan Update	\$120,000
Sewer Master Plan Update	\$270,000
Subtotal for Projects	\$1,120,000
Total	\$1,520,000

- II. A retention of ten percent (10%) shall not be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed \$1,520,000 as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit "C-1".**

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97
Field Services	\$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. To be determined**
 - B.**
 - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**