



STAFF REPORT

ITEM NO. 11

DATE: AUGUST 21, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: ROD FOSTER, CITY MANAGER *[Signature]*
PREPARED BY: AMER JAKHER, PUBLIC WORKS DIRECTOR *AJ*
SUBJECT: THE WASTEWATER CENTRIFUGE PROJECT

RECOMMENDED ACTION

It is recommended that the City Council award a standard Professional Services Agreement to Cordoba Corporation, as the most qualified consultant for the design of the Wastewater Centrifuge Project in an amount not-to-exceed \$49,424.00.

GOAL STATEMENT

The proposed action will support the City's goal to improve Wastewater Treatment Plant infrastructure.

BACKGROUND

The City of Colton owns, operates, and maintains a wastewater collection, pumping, and treatment system that serves the City of Colton, neighboring City of Grand Terrace, and unincorporated County areas. The plant utilizes a conventional and extended aeration secondary treatment process to produce treated effluent in compliance with Regional Water Quality Control Board regulations. A regional tertiary treatment plant serving both the cities of Colton and San Bernardino treats the effluent from the City's wastewater treatment plant and returns the water to the Santa Ana River.

The City has identified two improvements to the wastewater treatment plant that would improve operations and reduce the plant footprint. First, a centrifuge is proposed to thicken digested sludge from 3% to a range of 20% to 30% solids, a process that will significantly reduce the area of onsite sludge storage and drying facilities. Second, the City desires to upgrade two of the existing drying beds by providing a rigid surface liner (reinforced concrete) to allow for more efficient removal of dried solids and reduce hauling and disposal costs. The proposed facility improvements will be integrated into the existing hydraulic, electrical, and control systems.

ISSUES/ANALYSIS

On April 27, 2012, the City issued a Request for Proposal for the Plans, Specifications, and Estimates (PS&E) for the Wastewater Centrifuge Project in accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03. Two (2) proposals were received from the following consultants:

A. Carollo Engineers - Fountain Valley, California	\$ 113,103.00
B. Cordoba Corporation - San Bernardino, California	\$ 49,424.00

Staff's estimate for the design phase of this project was between \$50,000 and \$60,000. Due to the uniqueness and more specialized field of the project, the cost proposals vary differently. The proposal from Cordoba Engineers is within the scope of work of the contract and is within the project budget to complete the tasks and deadlines. Staff has evaluated and reviewed each submitted proposal and determined that the scope of services is adequately addressed. Staff recommends award of the design contract to Cordoba Corporation, in the amount of \$49,424.00

FISCAL IMPACTS

The Wastewater Department has sufficient funds in the Capital Improvement Account No. 522-8200-8204-3890, for the Wastewater Centrifuge Project.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Design Contract

Exhibit "A"

Design Contract

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of August, 2012 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and Cordoba Corporation, a Corporation with its principal place of business at 264 S. Leland Norton Way, Suite C-100, San Bernardino, Ca 92408 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project; Colton Utility Authority.

City desires to engage Consultant to render such services for the Wastewater Centrifuge Design project ("Project") as set forth in this Agreement. Consultant understands that the City has entered into a Utility System Management Agreement, dated as of September 1, 2000, with the Colton Utility Authority ("CUA") for the maintenance, management and operation of its Water Enterprise and Wastewater Enterprise ("CUA Management Agreement"). To the extent that this Agreement is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Agreement on behalf of the CUA and subject to the terms of the CUA Management Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering design consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 21, 2012 to June 30, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Samuel Ramirez.

3.2.5 City's Representative. The City hereby designates Amer Jakher P.E., or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Samuel Ramirez, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and

every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section

3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall

defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit

shall be twice the required occurrence limit; (2) *Automobile Liability*: \$ 1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$ 1,000,000 per accident for bodily injury or disease.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$ 1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other

provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Nine Thousand Four hundred Twenty Four (\$49,424.00) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant 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 16000, 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold

the 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.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period,

Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

George Pla, President
Maria Mehranian, Managing Partner
Cordoba Corporation
264 S. Leland Norton Way, Suite C-100
San Bernardino, Ca 92408

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Amer Jakher, P.E., Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part

of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer; Colton Utility Authority. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. To the extent that this Agreement is deemed to be a "material contract" under the CUA Management Agreement, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the Water Enterprise and/or Wastewater Enterprise.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not

work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND CORDOBA CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 21st day of August, 2012.

CITY OF COLTON

By: _____
Sarah S. Zamora
Mayor

Attest: _____
Eileen C. Gomez
City Clerk

Recommended for Approval:

Executive Director
Colton Utility Authority

**Cordoba Corporation
a Corporation**

By: _____
Signature

George L. Pla

President

By: _____
Signature

Maria Mehranian

Managing Partner

EXHIBIT "A"
SCOPE OF SERVICES



work plan

PROJECT UNDERSTANDING

The City of Colton owns, operates, and maintains a wastewater collection, pumping, and treatment system that serves the City of Colton, neighboring City of Grand Terrace, and unincorporated County areas. The plant utilizes a conventional and extended aeration secondary treatment process to produce treated effluent in compliance with Regional Water Quality Control Board regulations. A regional tertiary treatment plant serving both the Cities of Colton and San Bernardino treats the effluent from the City's wastewater treatment plant and returns the water to the Santa Ana River.

The City has identified two upgrades to the wastewater treatment plant that would improve operations and reduce the plant footprint. First, a centrifuge is proposed to thicken digested sludge from 3 to over 30-percent solids, a process that will significantly reduce the area of onsite sludge storage and drying facilities. Second, the City desires to upgrade three of the existing drying beds by providing a rigid surface liner (fiberglass reinforced concrete) to allow for more efficient removal of dried solids and reduce hauling and disposal costs. The proposed facility improvements will be integrated into the existing hydraulic, electrical, and control systems.

PROJECT APPROACH

Our project manager, Brandon Yallaly, recently executed an extensive expansion and retrofit project with the Chino Basin Desalter Authority. The project was highly successful based primarily on the cooperation between the City's management and operations staff and the design team. Additionally, the project team, specifically Mr. Yallaly, remained consistent through design, construction, and startup. Our team's approach to this project will maintain this formula for project success, and will be based on the following key project principles:

- ▶ **Project Principle 1 – Maintain Consistency.** Our team is comprised of the same project members that were recently selected to develop the prepurchase documents for the centrifuge equipment. This staff continuity will ensure the highest level of project understanding and design coordination.

- ▶ **Project Principle 2 – Minimize Design Costs.** Our strategy for the prepurchase project will reduce design costs to the City by requiring detailed development of centrifuge equipment shop drawings for the prior to our team’s detailed design effort.
- ▶ **Project Principle 3 – Duplicate Success.** At the request of the City staff, we plan to base our design on the City of Redlands centrifuge facility. The City has toured this facility and spoken with the Redlands operations staff, which has given them a high level of comfort with both the equipment and the facility arrangement. We plan only to deviate where required by site-specific conditions.
- ▶ **Project Principle 4 – Listen and Advise.** Our team will listen to the City staff and implement their requirements for the facility design where possible, and will develop alternative solutions when necessary to overcome site-specific challenges. This will be facilitated through 30- and 90-percent design workshops, and continuous communication between the design team and the City staff throughout the project. In other words, we plan to be an extension of the City staff as opposed to an isolated third-party that works in a vacuum.

Performing under the requirements of these Project Principles, our team will provide design services to prepare documents suitable for competitive bidding of the work. Additionally, we will provide bid phase services that include responses to questions during the bid phase, preparation of addenda (as required), and review of received bids, and a recommendation for award of the project.

SCOPE OF SERVICES

The following tasks are included in our proposed Scope of Services:

Task 1 - Project Management

The purpose of this task is to establish and maintain effective project management, schedule and budget control, and communication throughout the project, as well as provide effective QA/QC of the project deliverables.

The Carollo team will provide the following project management services:

- ▶ **Communication:** The Carollo team will provide a project manager to serve as the primary point of contact between the City and design team. The Project Manager will attend scheduled meetings with the City during design development phase and during the bid phase of the Project. The Project Manager will maintain a decision log and issue meeting minutes following each meeting with the City.
- ▶ **Coordination and Meetings:** The project manager will act as coordinator between the City and the design team. The project manager will initiate project meetings (see subsequent tasks), prepare agendas, coordinate with attendees to ensure adequate participation, and monitor quality control.
- ▶ **Progress Reports:** The project manager will prepare concise monthly project reports that report completed tasks, upcoming tasks, project

schedule, and budget. Reports will be distributed electronically to the City in a standard format.

Task 1 Deliverables:

- ▶ Meeting agenda (electronic)
- ▶ Meeting minutes (electronic)
- ▶ Monthly progress reports (electronic)

Task 2 – Preliminary Engineering

Carollo will evaluate the centrifuge support system requirements based on the City-provided information on the purchased centrifuge system. The Carollo team will prepare a technical memorandum summarizing the facility design requirements:

- ▶ General process flow diagram for centrifuge system
- ▶ General configuration and materials of construction for the sludge lagoon liners
- ▶ Electrical system facilities required to accommodate new centrifuge
- ▶ Control system facilities required to integrate the centrifuge system into the existing control system

The City shall review the draft technical memorandum and provide comments to the design team. Carollo will review and incorporate (where appropriate) changes into the final memorandum within two (2) weeks of receipt of City's comments.

Task 2 Deliverables:

- ▶ One (1) copy of the draft Technical Memorandum (electronic)
- ▶ Five (5) hard copies and one (1) electronic copy of the final Technical Memorandum

Task 3 – 30-Percent Design Development

Carollo will develop 30-percent design documents for review by the City. The 30-percent design deliverable will include all major components, including:

- ▶ Site plan
- ▶ Hydraulic profile
- ▶ General yard piping routing and sizing
- ▶ Sludge bed lining plan and concept
- ▶ Centrifuge platform structural concept
- ▶ Equipment location
- ▶ Electrical one-line
- ▶ Process and instrumentation diagram
- ▶ Control system block diagram

Additionally, Carollo will submit front end specifications to the City for review by the City's procurement department and legal counsel. One week following the 30-percent design submittal to the City, Carollo

will conduct a workshop at the City's facilities to review the design and discuss the City's comments. Following the workshop, all major design decisions will be recorded and will serve as the basis for the Task 3. Any changes to the design drawings not discussed and logged in the 30-percent workshop will constitute a change in the Carollo's Scope of Services.

Task 2 Deliverables:

- ▶ One (1) electronic copy of the front end specifications and major equipment specifications
- ▶ Five (5) hard copies and one (1) electronic copy of the 30 percent design drawings
- ▶ Workshop minutes and decision log (electronic)

Task 4 – 90-Percent Design Development and Contractor Prequalification

Carollo will develop 90-percent design documents based on the 30-percent design and 30-percent design workshop comments from the City. The 90-percent design deliverable will consist of all major components, including:

- ▶ General drawings (abbreviations, legends, design criteria, notes, and typical details) for each design discipline
- ▶ Detailed site plan drawings, including the paving and drainage design
- ▶ Detailed sludge drying bed drawings (plans, sections, and details)
- ▶ Detailed hydraulic profile drawing
- ▶ Detailed yard piping drawings, including pipeline routing, sizing, and details
- ▶ Detailed structural drawings (plan, sections, and details) for the centrifuge platform structure and foundation
- ▶ Detailed mechanical equipment drawings (plans and sections)
- ▶ Detailed electrical drawings (conduit routing, schedules, lighting plan, power distribution)
- ▶ Process and instrumentation drawings (block diagram, P&IDs, instrument details)
- ▶ Specifications, including front end documents and all discipline specifications (general, civil/site, structural, mechanical, equipment, piping, electrical, and instrumentation)
- ▶ Contractor prequalification documents (general contractor only)

Carollo will prepare specifications based on the Engineers Joint Contract Documents Committee for front-end documents (Division 00) and Carollo's master specifications (Divisions 01 through 46) for all other aspects of the project. Specifications will be highly detailed, with specific requirements for site work, mechanical equipment, electrical equipment, structural components, and instrumentation and controls. Front-end specifications will include any modifications from the City's procurement department and/or legal counsel.

One week following the 90-percent design submittal to the City, Carollo will conduct a workshop at the City's facilities to review the design and discuss the staff's comments. Following the workshop, the design team will incorporate comments and prepare the bid documents. Any changes to the design drawings, other than minor comments, annotation corrections, etc.) will constitute a change in the Carollo's Scope of Services.

Carollo will deliver to the City an electronic version of general contractor prequalification documents, to be advertised and distributed by the City. Statements of Qualifications received by the City will be reviewed by Carollo for compliance (Task 5). Only pre-qualified contractors will be allowed to submit bids for the project.

Task 4 Deliverables:

- ▶ One (1) electronic copy of the front end specifications and major equipment specifications
- ▶ One (1) electronic copy of the contractor pre-qualification documents.
- ▶ Five (5) hard copies and one (1) electronic copy of the 30 percent design drawings
- ▶ Workshop minutes and decision log (electronic)

Task 5 – 100-Percent Design and Bid Phase Services

Carollo will develop 100-percent design documents based on the 90-percent design and 90-percent design workshop comments from the City. The 100-percent design documents will be bid ready and suitable for reproduction by the City for distribution to pre-qualified contractors. Carollo will also provide services during the bid phase of the project, including coordination of the pre-bid site visit, preparation of addenda, responses to bidder questions, bid reviews, and recommendations. Specific 100-percent design and bid phase services are described as follows:

- ▶ Preparation of a signed and sealed set of drawings and specifications for reproduction and distribution by the City
- ▶ Attendance at a pre-bid site visit
- ▶ Preparation of up to two (2) addenda for distribution by the City
- ▶ Preparation of answers for up to 50 bidder questions (issued as part of one of the addendum)
- ▶ Review of all bids received for pre-qualified contractors
- ▶ Formal recommendation for award to the lowest responsible and pre-qualified bidder

Task 5 Deliverables:

- ▶ One (1) unbound, signed and sealed set of drawings and specifications for reproduction and distribution by the City.
- ▶ One (1) electronic copy of the bid documents.
- ▶ One (1) electronic copy of each addendum
- ▶ One (1) formal recommendation of award

SUBCONSULTANTS

Although not included in the RFP, Carollo will require a site survey, geotechnical investigation, and the services of a CEQA consultant to execute project planning and design support phases of the project.

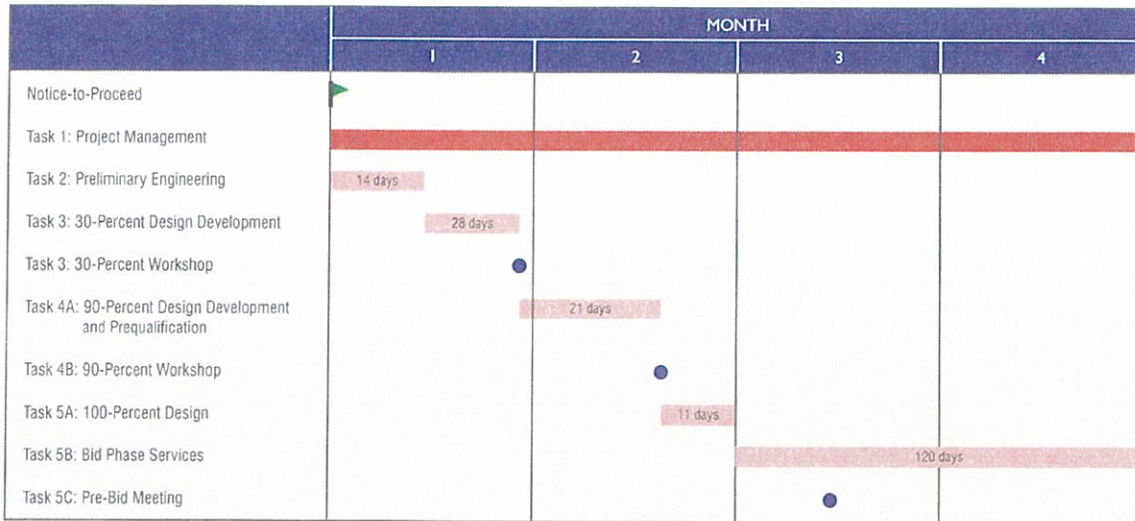
Where directed, Carollo will utilize local consultants recommended by the City, or, in the event the City do not have specific requirements, will select specialty subconsultants based on regional experience. To assist the City in planning for these services, it is estimated that costs for the site survey, geotechnical investigation, and CEQA evaluation will be approximately \$15,000.

EXHIBIT "B"
SCHEDULE OF SERVICES



schedule

The schedule presented herein is consistent with the 60-day schedule requirement of the RFP. In order to minimize design costs, we have assumed that the centrifuge prepurchase process will be completed and that approved shop drawings will be available prior to the issuance of the design process notice-to-proceed. Completion of the prepurchase process allows us to focus our design and minimize schedule and design cost impacts. Also, we have assumed that we will continue executing tasks during the City's review period following each design submittal in order to comply with the 60-day schedule requirement. We would prefer, however, to receive your comments at each milestone prior to continuing with subsequent design phases. This will ensure that we can accommodate your comments efficiently and easily without cost impact to the overall project. Finally, we have shown a 60-day extension to the schedule to represent the bid period, as our Scope of Services includes support during the bidding process.



Schedule

EXHIBIT "C"
COMPENSATION



CORDOBA CORPORATION

CITY OF COLTON

PROFESSIONAL ENGINEERING SERVICES RFP FOR THE DESIGN OF THE WASTEWATER CENTRIFUGE PROJECT
CENTRIFUGE & SLUDGE BED IMPROVEMENTS FOR THE WASTEWATER TREATMENT PLANT

COST SUMMARY

TASKS	Cordoba Corporation	SUBCONSULTANTS				Total Cost
		Survey	Geotechnical	Structural	Electrical	
Task 1 - Project Management	\$4,914	\$0	\$0	\$0	\$0	\$4,914
Task 2 - Preliminary Engineering	\$7,241	\$5,850	\$5,000	\$5,000	\$3,500	\$26,591
Task 3 - 30% Design Development	\$5,690	\$0	\$0	\$0	\$0	\$5,690
Task 4 - 90% Design Development	\$7,542	\$0	\$0	\$0	\$0	\$7,542
Task 5 - 100 Percent Design and Bid Phase Services	\$3,418	\$0	\$0	\$0	\$0	\$3,418
Labor Subtotal	\$28,805	\$5,850	\$5,000	\$5,000	\$3,500	\$48,155
Other Direct Expenses	\$864	\$0	\$0	\$0	\$0	\$864
Subconsultant Costs (Mark up @ 3%)	\$405					\$405
TOTAL PROJECT COST	\$30,074	\$5,850	\$5,000	\$5,000	\$3,500	\$49,424



City of Colton

CORDOBA CORPORATION

PROFESSIONAL ENGINEERING SERVICES RFP FOR THE DESIGN OF THE WASTEWATER CENTRIFUGE PROJECT
CENTRIFUGE & SLUDGE BED IMPROVEMENTS FOR THE WASTEWATER TREATMENT PLANT

LABOR / LEVEL OF EFFORT COST BREAKDOWN

Prime Burdened Rates / Subconsultant Fees	Cordoba Corporation (Prime)						Subconsultant Fees				TOTALS	
	\$185	\$175	\$126	\$97	\$75	\$49	Survey	Geotechnical	Structural	Electrical		Prime Consultant
Staff/Title & Subconsultants												
Task 1 - Project Management												
1.1 Project Management	18	4	3	3	0	12	\$0	\$0	\$0	\$0	38	\$4,914
1.2 Quality Control	16										16	\$2,960
1.3 Project Administration		4									4	\$700
1.4 Deliverables			3	3		12					12	\$588
Task 2 - Preliminary Engineering												
2.1 Data Collection	0	0	23	44	0	2	\$5,850	\$5,000	\$5,000	\$3,500	68	\$26,591
2.1.1 Utility Research			0	12							0	\$0
2.1.2 Compliance with County and State Requirements			4								12	\$1,164
2.2 Preliminary Design Evaluation											4	\$500
2.2.1 Surveying/Mapping							\$5,850				0	\$0
2.2.2 Grading & Drainage			4	16							0	\$5,850
2.2.3 Geotechnical								\$5,000			0	\$5,000
2.2.4 Structural									\$5,000		0	\$5,000
2.2.5 Electrical and Control System Facilities										\$3,500	0	\$3,500
2.2.6 Hydraulic Assessment			4	16							0	\$5,000
2.3 Evaluation of Centrifuge Support			3								20	\$2,052
2.4 Preparation of Technical Memorandum			8								3	\$375
2.5 Deliverables											6	\$1,000
Task 3 - 30% Design Development												
3.1 Preparation of 30% PS&E package	2	4	8	24	12	8	\$0	\$0	\$0	\$0	58	\$5,690
3.2 Deliverables	2	4	8	24	12	8					50	\$5,298
Task 4 - 90% Design Development												
4.1 Preparation of 90% PS&E package	2	4	8	40	16	8	\$0	\$0	\$0	\$0	78	\$7,542
4.2 Deliverables	2	4	8	40	16	8					70	\$7,150
Task 5 - 100 Percent Design and Bid Phase Services												
5.1 Preparation of 100% PS&E package	2	2	4	16	6	4	\$0	\$0	\$0	\$0	34	\$3,418
5.2 Deliverables	2	2	4	16	6	4					30	\$3,222
LABOR SUBTOTALS	22	14	46	127	34	34	\$5,850	\$5,000	\$5,000	\$3,500	277	\$8,155
Other Direct Expenses							\$0	\$0	\$0	\$0		\$864
Subconsultant Costs (Mark up @ 3%)							\$405					\$405
TOTAL PROJECT COST							\$5,850	\$5,000	\$5,000	\$3,500		\$49,424