

San Gorgonio Pass Water Agency

DATE: November 18, 2024

TO: Board of Directors

FROM: Lance Eckhart, General Manager

BY: Emmett Campbell, Senior Water Resources Planner

SUBJECT: Albert A. Webb Associates, Inc. – On-Call Engineering Contract
Amendment No. 1

RECOMMENDATION

Approve Amendment No. 1 to the Professional Services Agreement Between San Gorgonio Pass Water Agency (“SGPWA” or “Agency”) and Albert A. Webb Associates, Inc. (“Webb”), for On-Call Services and authorize the General Manager to effectuate non-substantive changes if needed.

PREVIOUS CONSIDERATIONS

- April 17, 2023 – Finance and Engineering Workshop – Agency Engineer and On-Call Engineering Services Discussion
- October 16, 2023 – Board of Directors Meeting – The Board of Directors approved two on-call engineering contracts, one to Webb and another to Engineering Resources of Southern California (“ERSC”)

BACKGROUND AND ANALYSIS

The State Water Project (“SWP”) supply has experienced more flashy events that has led to years with a lack of water followed by a year with an overabundance of water. With these flashy events, there has been a growing need to build local infrastructure to accommodate higher volumes of water when it is available. Because of this, the Agency is currently undergoing a capital improvement phase to address the needs of the region.

To respond to this need, the Agency’s Board of Directors approved on-call engineering contracts with two firms: Webb and ERSC

Per their terms, the on-call engineering contracts need to be renewed annually or else they will expire. The existing contract with Webb is set to expire in mid-December and will, therefore, need to be renewed and/or extended. In addition, there is a desire to get the contracts set on the fiscal year cycle, which ends on June 30, 2025. Each contract renewal requires board approval before the contract expires.

It is desirable to extend the existing on-call contract for Webb to align with the fiscal year and budgeting cycle. To effectuate this change, an amendment to the original contract is necessary.

Amendment #1 to Webb's on-call engineering contract aims to do three things:

1. Extend the contract expiration date from December 14, 2024 to June 30, 2025
2. Clarify the renewal and contract amount to coincide with the fiscal year
3. Streamline the renewal process so that the contract automatically renews with annual approval from SGPWA's Board of Directors

This amendment to the contract only extends the existing contract to the end of the fiscal year and does not authorize additional renewals. To approve a renewal of the contract, staff will bring another item before the board around April 2025 to renew the contract for fiscal year 2025-26. The contract allows for up to five (5) renewals. All renewals will require annual authorization from the Board of Directors.

To date, Webb, utilizing the on-call engineering contract, has assisted the Agency with the following tasks:

1. Backbone Pipeline Technical Support and Workshop
2. County Line Rd Recharge Technical Support
3. County Line Rd CDFW 1602 Notification
4. Brookside Avenue Beautification Project
5. Brookside West Technical Support
6. Recharge Maintenance Technical Memorandum
7. Injection Well Technical Memorandum

As of September 30, 2024, Webb has expended \$39,200 on the on-call contract. ERSC has expended \$20,900. Collectively, \$60,100 has been spent via the on-call contracts, while the Agency budgets \$250,000 per fiscal year for on-call engineering.

The other on-call engineering firm, ERSC, was also approved by the Board of Directors on October 16, 2023. One of the primary reasons that ERSC was selected was because the principal engineer has nearly 15 years of experience with the Agency and has been involved in the design and construction of the Mountain View Turnout, Noble Creek Turnout expansion, Beaumont Ave Pipeline, and the Brookside East Recharge Facility. That engineer has recently left ERSC. Because of this, staff recommends letting the contract with ERSC expire. The ERSC contract is set to expire on December 13, 2024.

As the Agency has been awarded grant funding for the construction of County Line Rd Recharge, the construction of Heli-Hydrant systems, the construction of four scientific groundwater monitoring wells, and the design of Brookside West Recharge, it is anticipated that the on-call engineering services will be utilized more in fiscal year 2025-26 than they were in this fiscal year.

STRATEGIC PLAN NEXUS

On-call engineering services help advance various aspects of the Agency's Strategic Plan, including:

Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.

Objective 1 – Develop additional recharge facilities to support conjunctive use.

Objective 2 – Investigate additional opportunities to increase water storage capabilities

FISCAL IMPACT

The General Fund Budget for FY 2024-25 includes a line item 'On-Call Agency Engineer' (line #86) under General Engineering Services in the Consulting and Engineering Services section. The amount budgeted is \$250,000 and about \$25,000 has been expended through October 30, 2024. The maximum amount to be spent collectively by all on-call engineering firms will not exceed \$250,000 per fiscal year, without prior Board approval.

ACTION

Approve Amendment No. 1 to the Professional Services Agreement Between San Gorgonio Pass Water Agency and Albert A. Webb Associates, Inc., for On-Call Services and authorize the General Manager to effectuate non-substantive changes if needed.

ATTACHMENTS

1. Amendment No. 1 to the Professional Services Agreement Between San Gorgonio Pass Water Agency and Albert A. Webb Associates, Inc. for On-Call Services
2. Professional Services Agreement for On-Call Services for Albert A. Webb Associates, Inc.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
SAN GORGONIO PASS WATER AGENCY AND ALBERT A. WEBB ASSOCIATES, INC.,
FOR ON-CALL SERVICES**

1. PARTIES AND DATE.

This Amendment No. 1 to the Professional Services Agreement is made and entered into this ___ day of November, 2024 by and between the San Gorgonio Pass Water Agency, a public agency with its principal place of business at 1210 Beaumont Avenue, Beaumont, CA 92223 ("Agency"), and Albert A. Webb Associates, Inc., a California corporation with its principal place of business at 3788 McCray Street, Riverside, CA 92506 ("Consultant"). Agency and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Agency and Consultant entered into an agreement titled "Professional Services Agreement for On-Call Services," dated December 15, 2023 ("Agreement"), whereby Consultant agreed to provide professional services for On-Call Engineering Services for Planning, Design and Construction Management Services for the Operation, Maintenance, Repair, Replacement and Improvement of Agency Facilities.

2.2 Amendment Purpose.

Agency and Consultant now desire to amend the Agreement for the purposes of extending the term, revising their extension options, and updating the compensation amount.

2.3 Amendment Authority.

This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. TERMS.

3.1 Amendment.

Section 3.1.2 [Term] of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from the date of full execution of this Agreement ("Commencement Date") till June 30, 2025, upon which this Agreement will expire, unless earlier terminated as provided herein. Agency may extend the term of this Agreement for a maximum of five (5) additional 1-year terms ("Extended Term(s)"). Agency must provide advance written notice to the Consultant of its wish to extend the Term at least thirty (30) days prior to the expiration of the Term or any Extended Term which may be in effect. The Agreement will then be extended for an Extended Term upon Consultant's receipt of the notice.

3.2 Amendment.

Section 3.2.1 [Compensation] of the Agreement is hereby amended in its entirety to read as follows:

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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per fiscal year, without written approval of the Agency Board of Directors or Agency Manager, as applicable. 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 Continuing Effect of Agreement.

Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability.

If any portion of this Amendment No. 1 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 Counterparts.

This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES
BETWEEN THE SAN GORGONIO PASS WATER AGENCY
AND ALBERT A. WEBB ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Agreement as of the day and year first above written.

SAN GORGONIO PASS WATER AGENCY

ALBERT A. WEBB ASSOCIATES

Lance Eckhart
General Manager

By: _____
Its: Senior Vice President
Printed Name: Bruce Davis

By: _____
Its: Chief Operations Officer
Printed Name: Brian Knoll

SAN GORGONIO PASS WATER AGENCY
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of December, 2023, by and between the San Gorgonio Pass Water Agency, a public agency with its principal place of business at 1210 Beaumont Avenue, Beaumont, CA 92223 ("Agency") and Albert A. WEBB Associates, a California S Corporation with its principal place of business at 3788 McCray Street, Riverside, CA 92506 ("Consultant"). Agency and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Agency desires to engage Consultant to render such professional services for On-Call Engineering Services for Planning, Design and Construction Management Services for the Operation, Maintenance, Repair, Replacement and Improvement of Agency Facilities ("Project") as set forth in this 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 Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the Agency or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 the date of full execution of this Agreement ("Commencement Date") to the date which is one (1) year from the Commencement Date ("Term"), unless earlier terminated as provided herein. The Parties may, by mutual written consent, extend the term of this Agreement for a maximum of five (5) additional 1-year terms ("Extended Term(s)"). Either Party may provide advance written notice to the other

Party of its wish to extend the Term at least thirty (30) days prior to the expiration of the Term or any Extended Term which may be in effect. The Agreement will then be extended for an Extended Term if the other Party provides written consent in response to the notice.

3.2 Compensation.

3.2.1 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **[Two Hundred Fifty Thousand Dollars] [\$250,000.00]** without written approval of the Agency Council or Agency Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to Agency a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. Agency shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the Agency disputes any of Consultant's fees, the Agency shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the Agency for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Agency, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Agency 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 the Agency.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. 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. Agency retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of Agency and shall at all times be under Consultant's exclusive direction and control. Neither Agency, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the Agency. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of Agency, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to Agency 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 Agency. In the event that Agency and Consultant cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Bruce Davis, PE, Senior Vice President.

3.3.5 Agency's Representative. The Agency hereby designates Bruce Davis or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Agency's Representative"). Agency's Representative shall have the power to act on behalf of the Agency for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The Agency Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the Agency Manager, Agency's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Bruce Davis or his/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/her 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.

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

3.3.8 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 any independent contractors, subconsultants, and subcontractors as may be retained by Consultant from time to

time under Section 3.7.2 below (altogether, "Staff") shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it and its Staff have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Agency, 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 Staff who are determined by the Agency 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 Staff who fail or refuse to perform the Services in a manner acceptable to the Agency 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.

3.3.9 Period of Performance.

3.3.9.1 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 Agency and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Agency will suffer damage.

3.3.9.2 Neither Agency nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the Agency may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Agency to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.3.10.3 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 Agency's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 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). Consultant shall indemnify Agency 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.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Agency's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the Agency, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Agency may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Agency 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 Agency that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Agency to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Agency to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The Agency, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Agency, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Agency, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Agency, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Agency and shall protect the Agency, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the Agency, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Agency for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Agency. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligation on the Agency nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

(C) The Agency may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the Agency nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Agency and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Agreement or law.

(F) Consultant shall report to the Agency, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Agency, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the Agency, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the Agency.

3.4 Labor Code Requirements.

3.4.1 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. Agency 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. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the Agency, its

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Agency. Consultant shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Worker's 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.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. Agency 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 Agency, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Agency 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.

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of Agency's choosing), indemnify and hold the Agency, its 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 acts, errors or omissions, or willful misconduct 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 damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the Agency. 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 Consultant, the Agency, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 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 Agency 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.

3.7.2 Independent Contractors, Subconsultants, Subcontractors.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services and may not provide the Services through any independent contractor, subcontractor, or subconsultant (altogether, "Subcontractor(s)") unless approved by the Agency in writing as set forth in Section 3.7.2.2 below. Absent such written approval, Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of Agency. In the event that Agency authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of this Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the Agency's prior written consent.

3.7.3 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: Albert A. WEBB Associates
3788 McCray Street
Riverside, CA 92506
ATTN: Bruce Davis

Agency: San Geronio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
ATTN: Lance Eckhart, General Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Agency 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 Agency, and shall not be used in whole or in substantial part by Consultant on other projects without the Agency's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Agency reproducible copies of all Documents & Data, in a form and amount required by Agency. Agency 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 Agency 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 Agency upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Agency 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 Agency 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 Agency and provide Agency with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all Subcontractors to agree in writing that Agency is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor 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 Subcontractors or those provided to Consultant by the Agency.

3.7.4.3 Right to Use. Agency 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 Agency's sole risk. If Agency 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 Agency 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the Agency, 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 Agency of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Agency, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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 Agency's name or insignia, photographs of the Project, or any agency 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 Agency.

3.7.4.6 Confidential Information. The Agency shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Agency's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of

competent jurisdiction, in which case the Agency shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give Agency written notice of Consultant's objection to the Agency's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Agency, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Agency shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with Agency's choice of legal counsel), and hold Agency harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Agency release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' 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 attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside 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 Agency. 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 Agency.

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Agency, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of Agency. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 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 Agency 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.

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

3.7.15 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.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 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.

3.7.18 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. 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 Agency's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 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.

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
SERVICES BETWEEN THE
SAN GORGONIO PASS WATER AGENCY
AND
ALBERT A. WEBB ASSOCIATES**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

SAN GORGONIO PASS WATER AGENCY

ALBERT A. WEBB ASSOCIATES

Approved By:



Lance Eckhart
General Manager

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

By: 

Its: Senior Vice President

Printed Name: Bruce Davis

By: 

Its: Chief Operations Officer
Printed Name: Brian Knoll

EXHIBIT "A"
SCOPE OF SERVICES

General Scope of Work for On-Call Engineering Services

- I. This scope of work intends to give a broad list of services the Engineering Firm would provide.
- II. The specified list of services that may be requested of the Engineering Firm include but are not limited to:
 - a. Design support
 - b. Design review support
 - c. Bid and specification development and review
 - d. Plan checking
 - e. Project management support
 - f. Construction management support
 - g. Inspection services
 - h. Surveying services
 - i. Permit acquisition
 - j. Environmental support
 - k. Project planning
 - l. Hydraulic analysis
 - m. Water supply planning
 - n. Easement and right of way support
 - o. Standards development
 - p. Grant support
 - q. State Water Project support
- III. Task orders will be assigned on an as-needed basis to perform work for SGPWA as needs arise.
- IV. On-site presence/staffing will be project-dependent, on an as-needed basis, and will be outlined in a specific task order.
- V. The SGPWA General Manager will approve all task orders.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

Task Order No. [REDACTED]

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: ALBERT A. WEBB ASSOCIATES

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$ [REDACTED], [REDACTED].00

Completion Date: [REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

SAN GORGONIO PASS WATER AGENCY ALBERT A. WEBB ASSOCIATES

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"
COMPENSATION

Exhibit C

WEBB will apply the below fee schedules for the first two years of the agreement and will apply an annual 3% escalator thereafter for the term of the agreement.



Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates \$/Hour</u>
Principal II	312.00
Principal I	298.00
Senior III	280.00
Senior II	267.00
Senior I	258.00
Associate III	240.00
Associate II	229.00
Associate I	217.00
Assistant V	196.00
Assistant IV	176.00
Assistant III	163.00
Assistant II	147.00
Assistant I	130.00

Survey Services

2-Person Survey Party	326.00
1-Person Survey Party	234.00

Inspection Services

Construction Manager II	280.00
Construction Manager I	200.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage)	200.00

Administrative Services

Project Coordinator	141.00
Administrative Assistant III	120.00
Administrative Assistant II	107.00
Administrative Assistant I	85.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant	385.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

2023 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2023.

Multi-year contracts are subject to any subsequent changes in these rates.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$105.00 – \$133.00
Associate Engineer	\$126.00 – \$156.00
Senior Engineer	\$164.00 – \$195.00
Principal Engineer	\$207.00 – \$248.00
Associate Structural Engineer	\$120.00 – \$146.00
Senior Structural Engineer	\$150.00 – \$180.00
Principal Structural Engineer	\$190.00 – \$230.00
SPECIALISTS	
Assistant Specialist	\$90.00 – \$120.00
Associate Specialist	\$126.00 – \$155.00
Senior Specialist	\$165.00 – \$195.00
Assistant Biologist	\$90.00 – \$105.00
Associate Biologist	\$110.00 – \$130.00
Senior Biologist	\$137.00 – \$159.00
Principal Biologist	\$165.00 – \$195.00
Assistant Environmental Specialist	\$90.00 – \$120.00
Associate Environmental Specialist	\$126.00 – \$155.00
Senior Environmental Specialist	\$165.00 – \$195.00
Principal Environmental Specialist	\$205.00 – \$245.00
Assistant GIS Specialist	\$85.00 – \$103.00
Associate GIS Specialist	\$105.00 – \$132.00
Senior GIS Specialist	\$140.00 – \$175.00
Assistant Geologist/Hydrogeologist	\$95.00 – \$120.00
Associate Geologist/Hydrogeologist	\$127.00 – \$155.00
Senior Geologist/Hydrogeologist	\$160.00 – \$190.00
Principal Geologist/Hydrogeologist	\$200.00 – \$240.00
Associate Water Resources Specialist	\$105.00 – \$130.00
Senior Water Resources Specialist	\$135.00 – \$170.00
Environmental & Roof Specialist	\$130.00 – \$200.00
External Affairs Specialist	\$98.00 – \$128.00
Principal Tunneling Consultant	\$235.00 – \$255.00
PLANNING	
Assistant Planner/CEQA-NEPA Specialist	\$90.00 – \$110.00
Associate Planner/CEQA-NEPA Specialist	\$115.00 – \$138.00
Senior Planner/CEQA-NEPA Specialist	\$145.00 – \$173.00
Principal Planner/CEQA-NEPA Specialist	\$180.00 – \$206.00

STAFF TYPE	FEE RANGE
TECHNICAL	
Assistant Technician	\$80.00 – \$97.00
Associate Technician	\$102.00 – \$125.00
Senior Technician	\$130.00 – \$158.00
CONSTRUCTION SERVICES	
Associate Construction Manager	\$125.00 – \$145.00
Senior Construction Manager	\$152.00 – \$176.00
Principal Construction Manager	\$185.00 – \$215.00
Construction Inspector ⁽¹⁾	\$155.00 – \$180.00
Construction Inspector ⁽²⁾	\$190.00 – \$221.00
SUPPORT	
Administrative Assistant	\$70.00 – \$90.00
Project Administrator	\$83.00 – \$108.00
Senior Project Administrator	\$115.00 – \$200.00
Intern	\$65.00 – \$80.00
SURVEYING SERVICES	
Assistant Surveyor	\$100.00 – \$130.00
Licensed Surveyor	\$150.00 – \$190.00
1-Man Survey Crew	\$175.00/\$200.00 ⁽¹⁾
2-Man Survey Crew	\$245.00/\$285.00 ⁽¹⁾
2-Man Survey Crew including LS	\$280.00/\$295.00 ⁽¹⁾
UAV (Drone) Services	\$210.00
(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)	
(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.	
(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.	

Additional Fees

Expert Witness / GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office): \$80/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

PROVOST & PRITCHARD
CONSULTING GROUP

Albert A. Webb Associates On-Call Engineering Contract Amendment No. 1

BOARD OF DIRECTORS

11/18/2024

The Agency is going through a CIP phase and has multiple projects planned over the coming years

County Line Rd Recharge Project

Brookside West Recharge

SGP GSA Monitoring Well Install

Backbone Pipeline

Heli-Hydrant Support

Additional Maintenance Projects

Additional Planning Support



To assist in capital improvement projects



To assist with maintenance projects



To provide technical assistance to Agency staff as needed

SGPWA needs additional engineering support to accomplish short and long-term goals

To Recap:
SGPWA Staff
Issued an RFP
for On-Call
Engineering
Support

Staff issued the RFP on the Agency website

Two proposals were received

An interview was conducted with both Firms

References were checked as a part of this process

Fee proposals were opened

Final selection was made

The Board Authorized Two Firms for On-Call Engineering Services



Engineering Resources of Southern California (ERSC)



Albert A. Webb Associates (Webb)

with Provost and Pritchard as Sub-Consultant

ERSC performed well over the last year, but the Principal Engineer from ERSC has recently left the company



This engineer has been assisting the Agency for nearly 15 years



This engineer designed, constructed, and/or supported nearly all Agency infrastructure projects over the last decade



Because of this engineer's departure, Staff is recommending that we do not continue with ERSC and that the Agency let this contract expire

Webb performed very well over the last year and assisted with the following:

Backbone Pipeline
Technical Support
and Workshop

County Line Rd
Recharge Technical
Support

County Line Rd
CDFW 1602
Notification

Brookside Avenue
Beautification
Project

Brookside West
Technical Support

Recharge
Maintenance
Technical
Memorandum

Injection Well
Technical
Memorandum

The Agency has and anticipates on budgeting \$250,000 for On-Call Engineering Services in Future Fiscal Years



The initial contract ran for one year and requires renewal annually



The contract allows for five renewals



The Agency desires to have the contracts align with the budgeting cycle and the fiscal year – an amendment to the contract will be necessary to accomplish this

Amendment No. 1 to the Contract aims to accomplish three things:



Extending the contract expiration date from December 14, 2024 to June 30, 2025



Clarifies the renewal and annual contract amount to align with the fiscal year



Streamlines the renewal process so that the contract automatically renews with the annual approval from the Board of Directors

Amendment No. 1 does not renew the contract. *It extends the term though the remainder of the Fiscal Year.*

Staff will bring an item back to the Board for approval around April for a contract renewal

Recommendation

Approve Amendment No. 1 to the Professional Services Agreement Between San Geronio Pass Water Agency and Albert A. Webb Associates, Inc., for On-Call Services and authorize the General Manager to effectuate non-substantive changes if needed.