

CITY OF ANAHEIM GENERAL SERVICES AGREEMENT –
WATER ENGINEERING

THIS CITY OF ANAHEIM GENERAL SERVICES AGREEMENT – WATER
ENGINEERING (“Agreement”), dated for purposes of identification only this 22nd day of
October, 2019, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

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AECOM TECHNICAL SERVICES, INC., a California corporation, hereinafter
referred to as "CONSULTANT."

ANAHEIM and CONSULTANT are sometimes individually referred to herein as
“Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, ANAHEIM is a municipal corporation duly organized and validly
existing under the laws of the State of California with the power to carry on its business as it is
now being conducted under the statutes of the State of California and the Charter of the City of
Anaheim; and

WHEREAS, ANAHEIM desires to obtain the services of a consulting firm to
provide professional water engineering, and/or other consulting services on an as-needed basis to
support ANAHEIM'S Public Utilities Department's (“Department”) Water Engineering
Division's Capital Improvement Program and the Department's other projects and programs
(collectively, the “Services”); and

WHEREAS, ANAHEIM issued a Request for Proposal on **July 8, 2019**
 (“Request for Proposals”) to obtain the Services of prequalified consultants; and

WHEREAS, in response to the Request for Proposal, CONSULTANT submitted
a proposal dated **July 26, 2019** (“Proposal”) to provide the Services; and

WHEREAS, ANAHEIM has reviewed the Proposal from CONSULTANT and
has evaluated the previous experience and the expertise of CONSULTANT, and desires to

1 prequalify CONSULTANT to render professional services under the terms and conditions set
2 forth in this Agreement.

3 **NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL**
4 **PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES**
5 **HERETO AGREE AS FOLLOWS:**

6 **1. SERVICES TO BE PROVIDED BY CONSULTANT**

7 1.1 In compliance with all of the terms and conditions of this Agreement,
8 CONSULTANT shall provide to ANAHEIM all labor, materials, tools, equipment, services, and
9 incidental and customary work necessary to fully and adequately supply the professional
10 consulting services necessary for the Services as and when required by ANAHEIM. The Services
11 are more particularly described in the General Scope of Work attached hereto as Exhibit A and
12 incorporated herein by this reference ("General Scope of Work"). In addition to the General
13 Scope of Work, the Services will also be described in a Request for Work Order Proposal
14 ("RFWOP") and in a Notice to Proceed, as described below in Section 1.4. The General Scope of
15 Work also includes those specific Service categories for which CONSULTANT has been
16 prequalified to receive an RFWOP ("Service Category"). ANAHEIM may elect to delete certain
17 tasks from the General Scope of Work or the RFWOP at its sole discretion. The Services will not
18 be performed by the CONSULTANT until ANAHEIM selects CONSULTANT in accordance
19 with the provisions of this Section 1 and issues a Notice to Proceed. If selected, CONSULTANT
20 shall perform the Services as directed by ANAHEIM and in accordance with the RFWOP, the
21 Notice to Proceed, and this Agreement. By entering into this Agreement, ANAHEIM does not
22 give any guarantee to CONSULTANT that ANAHEIM will select CONSULTANT to provide
23 any Services under this Agreement.

24 1.2 When Services are required, ANAHEIM will issue a hardcopy or
25 electronic RFWOP that provides a specific scope of work and schedule for completion of the
26 Services, task specifications, the name of the Project Administrator, and other information
27 specific to that RFWOP. ANAHEIM may, at its sole discretion, (a) issue an RFWOP for a
28 specific Service Category or multiple Service Categories, or (b) open an RFWOP to all

1 prequalified consultants regardless of Service Category. If an RFWOP requests proposals from a
2 specific Service Category or multiple Service Categories and CONSULTANT is not prequalified
3 for any Service Category indicated therein, CONSULTANT is not eligible for consideration and
4 shall not submit a Work Order Proposal (as defined below). ANAHEIM does not give any
5 guarantee to CONSULTANT that ANAHEIM will send an RFWOP for Services to
6 CONSULTANT, or select the CONSULTANT's Work Order Proposal to provide SERVICES, at
7 any point during the term of this Agreement.

8 1.3 If a CONSULTANT is in an eligible Service Category and desires to be
9 considered for an RFWOP, CONSULTANT shall submit, within the time stated in the RFWOP,
10 a sealed Work Order Proposal indicating the cost, task completion schedule, and other
11 information requested in the RFWOP ("Work Order Proposal"). CONSULTANT shall submit
12 an electronic sealed Work Order Proposal when required by the RFWOP, and CONSULTANT
13 shall abide by all RFWOP electronic proposal requirements.

14 1.4 For an RFWOP with an anticipated fee under \$30,000, ANAHEIM will
15 contact by telephone or send the RFWOP, in hardcopy or electronic form, to a minimum of three
16 prequalified consultants, which may or may not include CONSULTANT. For an RFWOP with
17 an anticipated fee between \$30,000 and \$100,000, ANAHEIM will send the RFWOP, in
18 hardcopy or electronic form, to a minimum of three prequalified consultants in one or more
19 Service Categories determined by ANAHEIM, at its sole discretion, to be appropriate for the
20 RFWOP, which may or may not include CONSULTANT. For an RFWOP with an anticipated
21 fee over \$100,000, ANAHEIM will send the RFWOP, in hardcopy or electronic form, to a
22 minimum of five prequalified consultants in one or more Service Categories appropriate for that
23 RFWOP.

24 1.5 Selection of a prequalified consultant to complete the Services requested
25 in any RFWOP shall be based on the criteria set forth herein. ANAHEIM will issue a Notice to
26 Proceed to the successful consultant that has submitted a Work Order Proposal. The Notice to
27 Proceed and the RFWOP shall together constitute the "Work Order." If CONSULTANT fails to

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1 promptly commence work and/or diligently pursue a Work Order as set forth therein,
2 ANAHEIM may elect to terminate the Work Order and/or this Agreement.

3 1.6 CONSULTANT acknowledges that ANAHEIM intends to enter into as-
4 needed agreements similar to this Agreement with other consultants. The Parties understand and
5 agree that, in ANAHEIM'S consideration of Work Order Proposals submitted for an RFWOP, a
6 Work Order will be awarded to the prequalified consultant most qualified, in ANAHEIM's
7 opinion, to provide the Services set forth in the RFWOP within the scheduled completion date
8 based upon the following criteria:

9 .01 Ability of the consultant to perform the specific tasks outlined in
10 the RFWOP;

11 .02 Qualifications of the specific individuals to perform the specific
12 tasks outlined in the RFWOP;

13 .03 Amount and quality of time key personnel will be involved in their
14 respective portions of the Services outlined in the RFWOP;

15 .04 Reasonableness of the fee requested to provide the Services
16 outlined in the RFWOP;

17 .05 Demonstrated record of success by the consultant on work
18 previously performed for ANAHEIM or for other municipalities or enterprises; and

19 .06 The specific methods and techniques to be employed by the
20 consultant in providing the Services outlined in the RFWOP.

21 1.7 In the event of conflicting provisions, the provisions shall govern in the
22 following order: (1) this Agreement, except for Exhibit A; (2) the Notice to Proceed; (3) the
23 RFWOP; (4) CONSULTANT's Work Order Proposal; and (5) Exhibit A to this Agreement.

24 **2. TERM**

25 The term of this Agreement shall commence on the date this Agreement is
26 executed by ANAHEIM and shall terminate on September 30, 2022, unless extended as provided
27 in this Section 2 or terminated earlier as provided in Section 24 herein ("Term").

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1 The Public Utilities General Manager ("General Manger") is hereby authorized to
2 extend the term of this Agreement upon the same terms and conditions for no more than two (2)
3 one-year terms after the initial term; provided, as determined in the sole discretion of the General
4 Manager, that the extension is necessary for the successful completion of the Services.

5 **3. TIME OF PERFORMANCE**

6 3.1 Time is of the essence in the performance of a Work Order, and
7 CONSULTANT shall perform and complete those Services in accordance with the schedule
8 included therein. If CONSULTANT fails to strictly adhere to the schedule, ANAHEIM may
9 elect to terminate the Work Order and/or this Agreement.

10 3.2 The time period(s) specified for performance of the Work Order shall be
11 extended because of any delays due to unforeseeable causes beyond the control and without the
12 fault or negligence of CONSULTANT, including, but not restricted to, acts of God or of the
13 public enemy, unusually severe weather, fires, earthquakes, floods, pestilence, and other natural
14 catastrophes, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation,
15 civil disturbance or disobedience, labor disputes, labor or material shortages, sabotage,
16 government priorities, restraint by court order or public authority, and action or non-action by, or
17 inability to obtain the necessary authorization or approvals from, any governmental agency or
18 authority, and/or acts of any governmental agency, including ANAHEIM, which by the exercise
19 of due diligence Consultant could not reasonably have been expected to avoid and which by
20 exercise of due diligence has been unable to overcome, if CONSULTANT shall within ten (10)
21 days of the commencement of such delay notify the Project Administrator in writing of the
22 causes of the delay. The Project Administrator shall ascertain the facts and the extent of delay,
23 and may extend the time for performing the Work Order for the period of the enforced delay if,
24 in the sole judgment of the Project Administrator, delay is justified. The Project Administrator's
25 determination shall be final and conclusive upon the Parties to this Agreement. In the event of
26 delay, however caused, CONSULTANT's sole remedy shall be an extension of the time of
27 performance of the Work Order, pursuant to this Section, and CONSULTANT shall not be
28 entitled to recover damages against ANAHEIM.

1 **4. COMPENSATION**

2 4.1 The Parties understand and agree that full and complete payment for all
3 Services provided in accordance with this Agreement shall not exceed the sum of Four Hundred
4 Thousand Dollars (\$400,000.00) per Work Order ("Total Compensation") for the Services
5 described in a single RFWOP. Except as provided herein, ANAHEIM shall pay the Total
6 Compensation in the manner set forth in the Work Order.

7 4.2 The Parties understand and agree that each RFWOP will request, and each
8 Work Order Proposal will provide, the CONSULTANT rate sheet and a total not-to-exceed
9 amount for the Services described in the RFWOP. CONSULTANT shall invoice ANAHEIM for
10 the Services rendered pursuant to this Agreement in accordance with the hourly rates and other
11 costs set forth in CONSULTANT's rate sheet, up to the not-to-exceed amount provided in the
12 Notice to Proceed. CONSULTANT and ANAHEIM agree that no changes to the rates set forth
13 in CONSULTANT's rate sheet shall be made without the prior written approval of ANAHEIM.

14 4.3 If a Work Order provides for the reimbursement of expenses, ANAHEIM
15 shall reimburse CONSULTANT for only those out-of-pocket expenses set forth in the Work
16 Order. Reimbursable expenses invoiced to ANAHEIM shall not exceed any cap on reimbursable
17 expenses set forth in the Work Order unless the additional reimbursable expenses are first
18 approved in writing by ANAHEIM.

19 4.4 The Parties understand and agree that the Total Compensation dollar
20 amount established in Section 4.1 is inclusive of all reimbursable expenses and subconsultant
21 fees.

22 4.5 The General Manager or designee is authorized to approve additional
23 expenditures not to exceed fifteen percent (15%) of the Total Compensation for Extra Work not
24 included in an RFWOP; provided, as determined at the sole discretion of the General Manager or
25 designee, that this additional Extra Work is necessary for the successful completion of a Work
26 Order.

27 .01 In no event shall CONSULTANT render Extra Work beyond the
28 scope of a Work Order without the written authorization of the General Manager or designee.

1 .02 All Extra Work approved in writing by the General Manager or
2 designee shall be billed at either the rates set forth in the Work Order or at a fixed price, at
3 ANAHEIM's sole discretion. If billed at a fixed price, CONSULTANT shall provide
4 ANAHEIM with general description of the Extra Work to be performed and a proposed price.
5 When the General Manager or designee has approved the Extra Work, has agreed to a fixed price
6 for the Extra Work, and has notified CONSULTANT of such approval and agreement in writing,
7 CONSULTANT shall perform the Extra Work.

8 .03 As used herein, "Extra Work" means any work that is determined
9 by ANAHEIM to be necessary for the proper completion of the Services contained in the Work
10 Order, but which is not included therein and which the Parties did not reasonably anticipate
11 would be necessary at the time of the issuance of the Work Order.

12 4.6 Except as indicated in a Work Order, after the issuance of a Work Order,
13 CONSULTANT shall submit monthly invoices to ANAHEIM describing the work performed
14 the preceding month. CONSULTANT's invoices shall include the name of the person who
15 performed the work, a brief description of the Services performed and/or the specific task in the
16 Work Order to which it relates, the date the Services were performed, the number of hours spent
17 on all work billed on an hourly basis, and a description of any reimbursable expenditures.
18 ANAHEIM shall pay CONSULTANT no later than thirty (30) days after approval of the
19 monthly invoice by ANAHEIM staff. The total amount of all invoices submitted for a Work
20 Order shall not exceed the not-to-exceed amount for the Work Order unless the General Manager
21 has approved Extra Services.

22 4.7 All Parties recognize that the continuation of this Agreement or any Work
23 Order after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30th of
24 each year, shall be subject to budget approval providing for or covering contract items as an
25 expenditure in the budget. ANAHEIM does not represent that the budget or any particular
26 budget item will be adopted, since budget determinations are made by the Anaheim City Council
27 at the time of the consideration of each budget. No penalty shall accrue to ANAHEIM in the
28 event this provision is exercised. Should termination be accomplished in accordance with this

1 Section 4.7, a settlement shall be negotiated by the Parties based on items delivered, Services
2 provided, monies paid and monies due.

3 **5. PROJECT MANAGER**

4 5.1 Within the Work Order Proposal, CONSULTANT shall designate a
5 Project Manager, who shall coordinate the Services. This Project Manager shall be available to
6 ANAHEIM at all reasonable times during the performance period of the Work Order. The
7 foregoing Project Manager shall be responsible for directing all activities of CONSULTANT and
8 devoting sufficient time to personally supervise the provision of Services. The Project Manager
9 may not be changed by CONSULTANT, and no other personnel may be assigned to supervise
10 the Services to be provided hereunder, without the express written consent of ANAHEIM.

11 5.2 CONSULTANT's employees or subconsultants, if any, who fail or refuse
12 to perform the Services in a manner acceptable to ANAHEIM, or who are determined by
13 ANAHEIM, at its sole discretion, to be uncooperative, incompetent, a threat to the adequate or
14 timely completion of the Services set forth in a Work Order, or a threat to the safety of persons
15 or property, shall be promptly removed from those Services by CONSULTANT upon request by
16 ANAHEIM. CONSULTANT warrants that it will continuously furnish the necessary personnel
17 to complete the Work Order on a timely basis.

18 5.3 The Project Manager and all of CONSULTANT's employees shall be
19 fully qualified and licensed for the Services set forth in the Work Order.

20 **6. ADMINISTRATION**

21 This Agreement will be administered by the Department. The Department shall
22 assign a project administrator at the time it issues an RFWOP ("Project Administrator"). The
23 Project Administrator shall have the power to act on behalf of ANAHEIM for review and
24 approval of all Services performed by CONSULTANT. The Project Administrator shall not be
25 authorized to terminate the Services performed pursuant to this Agreement. ANAHEIM's
26 General Manager is authorized to take any action the Project Administrator may take, replace the
27 Project Administrator by notifying CONSULTANT in writing, approve Extra Work, if any, in

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1 accordance with Section 4 of this Agreement, and terminate this Agreement or the Work Order
2 in accordance with Section 24 of this Agreement.

3 **7. STANDARD OF CARE**

4 7.1 CONSULTANT shall perform all Services under this Agreement in a
5 skillful and competent manner, consistent with the standards generally recognized as being
6 employed by professionals in the same discipline in the State of California. CONSULTANT
7 represents and maintains that it and its employees are skilled in the professional calling necessary
8 to perform the Services. CONSULTANT warrants that all employees and subconsultants, if any,
9 shall have sufficient skill and experience to perform the Services assigned to them. By delivery
10 of completed work performed pursuant to a Work Order, CONSULTANT certifies that the work
11 conforms to the requirements of this Agreement; the Work Order; all applicable federal, state
12 and local laws; and the applicable standard of care.

13 7.2 CONSULTANT represents and warrants to ANAHEIM that it and its
14 employees have, shall obtain, and shall keep in full force in effect during the term hereof, at its
15 sole cost and expense, all licenses, permits, qualifications, insurance and approvals of
16 whatsoever nature that is legally required of CONSULTANT and its employees to practice its
17 profession. CONSULTANT shall maintain a City of Anaheim business license during the term
18 of this Agreement.

19 **8. INDEPENDENT CONTRACTOR**

20 8.1 Neither ANAHEIM nor any of its employees shall have any control over
21 the manner, mode or means by which CONSULTANT, its agents or employees, perform the
22 Services, except as otherwise set forth herein. Except as expressly provided herein, ANAHEIM
23 shall have no voice in the selection, discharge, supervision or control of CONSULTANT's
24 employees, servants, representatives or agents, or in fixing their number, compensation or hours
25 of service. CONSULTANT shall perform the Services as an independent contractor of
26 ANAHEIM and shall remain at all times, as to ANAHEIM, a wholly independent contractor with
27 only such obligations as are consistent with that role. CONSULTANT shall not at any time or in
28 any manner represent that it or any of its agents or employees are agents or employees of

1 ANAHEIM. ANAHEIM shall not in any way or for any purpose become or be deemed to be a
2 partner of CONSULTANT in its business or otherwise or a joint venturer or a member of any
3 joint enterprise with CONSULTANT.

4 8.2 In consideration for the compensation to be paid to CONSULTANT by
5 ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any
6 benefits, including, but not limited to, worker's compensation, disability, retirement, life,
7 unemployment, health or any other benefits, and CONSULTANT agrees that it shall not sue or
8 file a claim, petition or application therefor against ANAHEIM or any of its officers, employees,
9 agents, representatives or sureties.

10 **9. INSURANCE**

11 9.1 Without limiting ANAHEIM's right to indemnification, it is agreed that
12 CONSULTANT shall secure, prior to commencing any activities under this Agreement, and
13 maintain, during the Term, insurance coverage as follows:

14 .01 Workers' Compensation Insurance as required by California law
15 and Employers Liability Insurance in an amount not less than \$1,000,000 per occurrence.

16 .02 Commercial General Liability Insurance, including coverage for
17 Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed
18 Operations Liability, and Independent Contractor's Liability, in an amount not less than
19 \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such
20 insurance shall be written on a primary basis, but may include a deductible of not more than
21 \$10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at
22 the inception of this Agreement.

23 .03 Comprehensive Automobile Liability Coverage including-as
24 applicable-owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per
25 occurrence, combined single limit, as required by California law.

26 .04 Professional Liability Insurance in an amount not less than
27 \$1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least four (4)
28 years from the termination of this Agreement. Such insurance shall be written on a primary basis

1 (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per
2 claim, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of
3 this Agreement.

4 9.2 Each insurance policy required by this Agreement shall contain the
5 following clause or shall otherwise provide for the following conditions: "This insurance shall
6 not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice
7 has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805,
8 except in the event of cancellation for non-payment of premium which shall provide for not less
9 than ten (10) days' notice."

10 9.3 Each insurance policy required by this Agreement, excepting policies for
11 Professional Liability and Workers' Compensation, shall contain the following clauses or shall
12 otherwise provide for the following conditions:

13 .01 "It is agreed that any insurance maintained by CONSULTANT,
14 pursuant to this Agreement, shall be primary to, and not contribute with, any insurance or self-
15 insurance maintained by the City of Anaheim."

16 .02 "The City of Anaheim, its officers, agents, employees,
17 representatives and ANAHEIM-designated volunteers are added as additional insureds as
18 respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in
19 regard to products supplied to, or work or services performed for, or related to, the City of
20 Anaheim."

21 9.4 Prior to commencing any work under this Agreement, CONSULTANT
22 shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance
23 required under this Agreement, and including the applicable clauses referenced above. Also,
24 within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide
25 ANAHEIM: (i) endorsements to the insurance policies which add to these policies the applicable
26 clauses referenced above; or (ii) in lieu of said endorsements, documentation acceptable to
27 ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced
28 clauses are otherwise included in said insurance policies. Insurance required hereunder shall be

1 placed with insurers: (i) admitted to write insurance in California; (ii) possessing an A. M.
2 Best's rating of A VII or higher; or (iii) otherwise acceptable to ANAHEIM, with prior written
3 permission from ANAHEIM. In the event that a claim or other legal action is filed against
4 ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under
5 any of the insurance required herein, then ANAHEIM has the right to demand, and to receive
6 within a reasonable time period, copies of the insurance policies related to such required
7 insurance; provided, however, that this provision shall not apply if the Parties agree that
8 CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such
9 claim or other legal action.

10 9.5 In addition to other remedies ANAHEIM may have if CONSULTANT
11 fails to provide or maintain any insurance policies or policy endorsements to the extent and
12 within the time herein required, ANAHEIM may, at its sole option:

13 .01 Order CONSULTANT to stop work under this Agreement and/or
14 withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT
15 demonstrates compliance with the requirements hereof; or

16 .02 Terminate this Agreement.

17 Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM
18 may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or
19 secure appropriate endorsements.

20 9.6 Nothing herein contained shall be construed as limiting in any way the
21 extent to which CONSULTANT may be held responsible for payments of damages to persons or
22 property resulting from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, if
23 any) performance of the work covered under this Agreement.

24 9.7 In the event CONSULTANT hires other persons or firms to perform some
25 of the work related to this Agreement, CONSULTANT shall ensure, and certify to ANAHEIM in
26 writing that: (i) the acts or omissions of such persons or firms are covered under the above-
27 referenced liability insurance; or (ii) such firms maintain insurance equal to or better than, and
28 subject to the same limits, terms and conditions as, the insurance required of CONSULTANT

1 under this Agreement (except for firms which are not performing professional services-such
2 firms shall not be required to carry the above-referenced professional liability insurance); and in
3 either instance, CONSULTANT shall provide, or cause to be provided, evidence of such
4 insurance coverage, reasonably acceptable to ANAHEIM.

5 9.8 ANAHEIM's Risk Manager is hereby authorized to reduce the
6 requirements set forth herein in the event he determines that such reduction is in ANAHEIM's
7 best interest.

8 10. INDEMNIFICATION

9 10.1 As respects acts, errors or omissions in the performance of professional
10 services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials,
11 officers, and employees from and against any and all claims, losses, damages, defense costs, or
12 liability, of any kind or nature, to the extent arising directly out of CONSULTANT's (or
13 CONSULTANT's contractors' or subcontractors', if any) negligent acts, errors or omissions in
14 the performance of professional services under this Agreement.

15 10.2 As respects all acts, errors or omissions which do not arise directly out of
16 the performance of professional services, including but not limited to those acts, errors or
17 omissions typically covered by ISO-based general and automobile liability insurance coverage,
18 CONSULTANT agrees to indemnify, defend (at ANAHEIM's option), and hold harmless
19 ANAHEIM, its officials, officers, employees, agents, and representatives from and against any
20 and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively
21 referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT's (or
22 CONSULTANT's contractors' or subcontractors', if any) acts, errors, omissions, or work,
23 relative to this Agreement; except for those Claims which arise out of the sole negligence or
24 willful misconduct of ANAHEIM.

25 10.3 The obligations set forth in this indemnification provision (i) shall be in
26 effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person
27 maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such
28 Claims; and (ii) shall survive the termination of this Agreement.

1 **11. PREVAILING WAGES**

2 11.1 By execution of this Agreement, CONSULTANT certifies that it is aware
3 of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., the
4 California Code of Regulations, Title 8, Section 16000 et seq. and the Davis-Bacon Act
5 ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the
6 performance of other requirements on certain "public works" and "maintenance" projects. It shall
7 be CONSULTANT's sole obligation to determine whether and to what extent, if any, the
8 Prevailing Wage Laws apply to the Services. If CONSULTANT determines the Services are
9 being performed as part of an applicable "public works" or "maintenance" project, as defined by
10 the Prevailing Wage Laws, and if the total compensation for the Services is \$1,000 or more,
11 CONSULTANT shall fully comply with the Prevailing Wage Laws. Copies of the prevailing rate
12 of per diem wages are on file at the City of Anaheim, Office of the City Clerk, 200 South
13 Anaheim Boulevard, Anaheim, California 92805, and are available to any interested party on
14 request. If the Prevailing Wage Laws apply to the Services, CONSULTANT shall make copies
15 of the prevailing rates of per diem wages for each craft, classification or type of worker needed
16 to execute the Services available to interested parties upon request and shall post copies at the
17 CONSULTANT's principal place of business and at the project site. CONSULTANT shall
18 defend, indemnify and hold ANAHEIM, its elected officials, officers, employees and agents free
19 and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or
20 alleged failure to comply with the Prevailing Wage Laws.

21 11.2 The Parties understand and agree that if, and when, the Prevailing Wage
22 Laws apply to the Services, CONSULTANT shall comply with the express requirements of
23 Labor Code Sections 1725.5, 1771.1, 1771.4 and 1776, including but not limited to the
24 contractor and subcontractor registration and requirements related to certified payroll records.

25 **12. PROGRESS**

26 CONSULTANT is responsible for keeping the Project Administrator informed on
27 a regular basis regarding the status and progress of the Services, activities performed and
28 planned, and any meetings that have been scheduled or are desired.

1 **13. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

2 The Parties recognize that a substantial inducement to ANAHEIM for entering
3 into this Agreement is the professional reputation, experience and competence of
4 CONSULTANT. Neither the whole nor any interest in, nor any of the rights or privileges
5 granted under this Agreement shall be assigned, transferred or encumbered in any way without
6 the prior written consent of ANAHEIM. Any purported assignment, transfer, encumbrance,
7 pledge, subuse, or permission given without ANAHEIM'S consent shall be void as to
8 ANAHEIM. If ANAHEIM approves an assignment or transfer, this Agreement and the
9 covenants and conditions contained herein shall be binding upon and inure to the benefit of and
10 shall apply to the approved successors and assigns of CONSULTANT.

11 **14. SUBCONTRACTING**

12 Except for those subcontractors set forth in CONSULTANT's Work Order
13 Proposal, if any, CONSULTANT shall not subcontract any portion of the work to be performed
14 under this Agreement without the prior written authorization of the General Manager or Project
15 Administrator. CONSULTANT shall be fully responsible to ANAHEIM for all acts and
16 omissions of any approved subcontractor. Nothing in this Agreement shall create any
17 contractual relationship between ANAHEIM and any subcontractor, nor shall it create any
18 obligation on the part of ANAHEIM to pay or to see to the payment of any monies due to any
19 subcontractor other than as otherwise required by law. ANAHEIM is an intended beneficiary of
20 any work performed by any subcontractor for purposes of establishing a duty of care between the
21 subcontractor and ANAHEIM pursuant to this Agreement.

22 **15. USE AND OWNERSHIP OF DOCUMENTS AND DATA**

23 15.1 ANAHEIM shall furnish to CONSULTANT all documents and materials
24 as may be relevant and pertinent to the provision of Services hereunder as ANAHEIM may
25 possess or acquire.

26 15.2 All documents and materials furnished by ANAHEIM to CONSULTANT
27 under Section 15.1 shall remain the property of ANAHEIM and shall be returned to ANAHEIM
28 upon the earlier of the termination of this Agreement, for any reason, or the completion of a

1 Work Order. All documents or materials prepared or caused to be prepared by CONSULTANT,
2 its officers, employees, agents and subcontractors, in the course of implementing this Agreement,
3 shall become the exclusive property of ANAHEIM, and ANAHEIM shall have the sole right to
4 use such documents and materials in its discretion without further compensation to
5 CONSULTANT or any other person or entity. CONSULTANT shall, at CONSULTANT's sole
6 cost and expense, provide such documents and materials to ANAHEIM upon prior written
7 request.

8 15.3 Documents and materials prepared by CONSULTANT pursuant to this
9 Agreement are not intended or represented to be suitable for reuse by ANAHEIM or others on
10 any other project. Any use of completed documents for other projects and any use of incomplete
11 documents without specific written authorization from CONSULTANT will be at ANAHEIM's
12 sole risk and without liability to CONSULTANT. Further, liability arising out of changes made
13 to CONSULTANT's deliverables under this Agreement by ANAHEIM or persons other than
14 CONSULTANT is waived as against CONSULTANT, and ANAHEIM assumes full
15 responsibility for such changes unless ANAHEIM has given CONSULTANT prior notice and
16 has received from CONSULTANT written consent for such changes.

17 **16. CONFIDENTIALITY**

18 All documents, including drafts, preliminary drawings or plans, notes, ideas and
19 communications that result from the Services provided under this Agreement, shall be kept
20 confidential by CONSULTANT unless ANAHEIM authorizes, in writing, the release of such
21 information.

22 **17. INTELLECTUAL PROPERTY INDEMNITY**

23 CONSULTANT shall defend and indemnify ANAHEIM, its agents, officers,
24 representatives and employees against any and all liability, including costs, for infringement of
25 any United States' letters patent, trademark, or copyright infringement, including costs,
26 contained in the work product or documents provided by CONSULTANT to ANAHEIM
27 pursuant to this Agreement.

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1 **18. FISCAL RECORDS AND AUDIT**

2 CONSULTANT shall keep records and invoices in connection with the work to
3 be performed under this Agreement.

4 CONSULTANT shall use recognized accounting methods in preparing such
5 records and invoices. ANAHEIM reserves the right to designate its own employee
6 representative(s) or its contracted representative(s) with a certified public accounting firm who
7 shall have the right to audit CONSULTANT's accounting procedures and internal controls of
8 CONSULTANT's financial systems and to examine any cost, revenue, payment, claim, other
9 records or supporting documentation resulting from any items set forth in this Agreement. If
10 CONSULTANT fails to provide supporting documentation satisfactory to ANAHEIM for costs
11 charged, then CONSULTANT agrees to reimburse ANAHEIM for those costs. Any audit(s)
12 shall be undertaken by ANAHEIM or its representative(s) at reasonable times and in
13 conformance with generally accepted auditing standards. CONSULTANT agrees to fully
14 cooperate with any audit(s).

15 This right to audit shall extend during the length of this Agreement and for a
16 period of three (3) years, or longer if required by law, following the date of final payment under
17 a Work Order. CONSULTANT agrees to retain all necessary records/documentation for the
18 entire length of this audit period.

19 CONSULTANT will be notified in writing of any exception taken as a result of
20 an audit. Any adjustments and/or payments which must be made as a result of any such audit or
21 inspection of CONSULTANT's invoices and/or records shall be made within thirty (30) days
22 from presentation of ANAHEIM's findings to CONSULTANT. If CONSULTANT fails to
23 make a required payment, CONSULTANT agrees to pay interest, accruing monthly, at a rate of
24 ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of
25 interest, then the higher rate will prevail. Interest will be computed from the date of written
26 notification of exception(s) to the date CONSULTANT reimburses ANAHEIM for any
27 exception(s). If an audit inspection or examination in accordance with this article discloses
28 overcharges (of any nature) by CONSULTANT to ANAHEIM in excess of one percent (1%) of

1 the value of that portion of the Agreement that was audited, the actual cost of ANAHEIM's audit
2 shall be reimbursed to ANAHEIM by CONSULTANT. CONSULTANT reserves the right to
3 contest any exception.

4 **19. WITHHOLDINGS**

5 ANAHEIM may withhold payment to CONSULTANT of any disputed sums until
6 satisfaction of the dispute with respect to the withheld payment. Such a withholding shall not be
7 deemed to constitute a failure to pay according to the terms of this Agreement. CONSULTANT
8 shall not discontinue work pending resolution of a disputed sum resulting in a withholding.
9 CONSULTANT shall have an immediate right to appeal to the City Manager or designee with
10 respect to such disputed sums. CONSULTANT shall be entitled to receive interest on any
11 withheld sums at the rate of return that ANAHEIM earned on its investments during the time
12 period of the dispute, starting on the earliest date of ANAHEIM's withholding of any amounts
13 later found, by the City Manager or a court of competent jurisdiction, to have been improperly
14 withheld.

15 **20. ERRORS AND OMISSIONS**

16 In the event of errors or omissions that are due to the negligence or professional
17 inexperience of CONSULTANT which result in expense to ANAHEIM greater than what would
18 have resulted if there were not errors or omissions in the work accomplished by
19 CONSULTANT, the additional cost and expense shall be borne by CONSULTANT. Nothing in
20 this paragraph is intended to limit ANAHEIM's rights under the law or any other sections of this
21 Agreement.

22 **21. ANAHEIM'S RIGHT TO EMPLOY OTHER CONSULTANTS**

23 CONSULTANT acknowledges and agrees that this Agreement and the provision
24 of services hereunder are nonexclusive and that ANAHEIM may enter into similar agreements
25 with other entities for the provision of similar services.

26 **22. CONFLICTS OF INTEREST**

27 CONSULTANT or its employees may be subject to the provisions of the
28 California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose

1 any financial interest that may foreseeably be materially affected by the work performed under
2 this Agreement; and (2) prohibits such persons from making, or participating in making,
3 decisions that will foreseeably financially affect such interest.

4 If subject to the Act, CONSULTANT shall conform to all requirements of the
5 Act. Failure to do so constitutes a material breach and is grounds for immediate termination of
6 this Agreement by ANAHEIM. CONSULTANT shall indemnify and hold harmless ANAHEIM
7 for any and all claims for damages resulting from CONSULTANT's violation of this Section.

8 23. NOTICES

9 All notices, demands or other writings to be made, given or sent hereunder, or
10 which may be so given or made or sent by either ANAHEIM or CONSULTANT to the other
11 shall be deemed to have been given when in hardcopy and personally delivered or if mailed on
12 the third (3rd) day after being deposited in the United States mail, certified or registered, postage
13 prepaid, and addressed to the respective Parties at the following addresses:

14 If to ANAHEIM: ANAHEIM Secretary/City Clerk
15 City of Anaheim
200 S. Anaheim Boulevard, 2nd Floor
16 Anaheim, California 92805
FAX No. (714) 765-4105

17 With copies to: Public Utilities General Manager
18 City of Anaheim
201 S. Anaheim Blvd., Suite 1101
19 Anaheim, CA 92805
FAX No. (714) 765-4138

20 To CONSULTANT: AECOM Technical Services, Inc.
21 999 Town & Country Road
22 Orange, CA 92868
23 Attention: Bryan Paine
FAX No. (714) 567-2441

24 24. ENFORCEMENT OF AGREEMENT

25 24.1 Events of Default.

26 .01 For purposes of this Section 24, the word "Default" shall mean the
27 failure of CONSULTANT to perform any of CONSULTANT's duties or obligations or the
28 breach by CONSULTANT of any of the terms and conditions set forth in this Agreement or any

1 Work Order. In addition, CONSULTANT shall be deemed to be in Default upon
2 CONSULTANT's (i) application for, consent to, or suffering of, the appointment of a receiver,
3 trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment
4 for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or
5 suffering an involuntary petition under any bankruptcy, arrangement, reorganization or
6 insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty
7 (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for
8 fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial
9 portion of CONSULTANT's assets or of CONSULTANT's interests hereunder.

10 .02 ANAHEIM shall not be deemed to be in Default in the
11 performance of any obligation required to be performed by ANAHEIM hereunder unless and
12 until ANAHEIM has failed to perform an obligation for a period of thirty (30) days after receipt
13 of written notice from CONSULTANT specifying in reasonable detail the nature and extent of
14 ANAHEIM'S failure; provided, however, that if the nature of ANAHEIM's obligation is such
15 that more than thirty (30) days are required for its performance, then ANAHEIM shall not be
16 deemed to be in Default if ANAHEIM shall commence to cure its performance within a thirty
17 (30) day period and thereafter diligently prosecute the same to completion.

18 24.2 Immediate Termination for CONSULTANT's Default. In the event of
19 any Default by CONSULTANT, ANAHEIM may immediately terminate this Agreement. Such
20 termination shall be effective immediately upon receipt by CONSULTANT of written notice
21 from ANAHEIM. In such event, CONSULTANT shall have no further rights hereunder,
22 including the performance of the Services set forth in a Work Order, and ANAHEIM shall have
23 all other rights and remedies as provided by law. For any Default involving a breach of the
24 requirements of a Work Order, ANAHEIM, at its sole discretion, may instead immediately
25 terminate that Work Order. In such event, CONSULTANT shall have no further rights hereunder
26 as regards the performance of the Services set forth in the terminated Work Order, and
27 ANAHEIM shall have all other rights and remedies as provided by law.

28 ///

24.3 Termination Without Cause. ANAHEIM may terminate this Agreement at any time without the necessity of cause or Default by giving seven (7) days' notice in writing to CONSULTANT. In such event, the Parties shall have no further rights hereunder, except that CONSULTANT shall be paid for all services adequately rendered prior to such termination. CONSULTANT may not terminate this Agreement except for cause.

24.4 Suspension, Postponement or Abandonment of a Work Order. A Work Order may be suspended or abandoned by ANAHEIM for any reason, with or without notice. If any part of the Services of a Work Order is suspended or abandoned for any reason, ANAHEIM shall have the right to suspend or terminate the affected portions(s) of the Work Order, including the entire Work Order. In the event of such suspension or termination, CONSULTANT shall only expend additional time as is necessary to assemble the work in progress for the purpose of properly filing and closing the job and as is previously approved by Project Administrator. In no event shall additional time exceed ten percent (10%) of the total time expended on the suspended or abandoned portion of the Work Order prior to the date of notice of suspension or termination.

In the event the Services of an RFWOP are suspended for longer than six (6) months, CONSULTANT may cancel the Work Order by giving ANAHEIM at least thirty (30) days' written notice.

25. COMPLIANCE WITH ALL LAWS

CONSULTANT shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all work prepared by CONSULTANT shall conform to applicable local, county, state and federal laws, rules, regulations and permit requirements and be subject to approval by the Project Administrator.

26. WAIVER

A waiver by either Party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

1 **27. INTEGRATED CONTRACT**

2 This Agreement and the Exhibits hereto contain the entire agreement of
3 ANAHEIM and CONSULTANT with respect to the matters covered hereby, and no agreement,
4 statement or promise made by either ANAHEIM or CONSULTANT which is not contained
5 herein shall be valid or binding. No prior agreement, understanding or representation pertaining
6 to these matters shall be effective for any purpose.

7 **28. CONFLICTS OR INCONSISTENCIES**

8 In the event there are any conflicts or inconsistencies between this Agreement and
9 the Exhibits, or any other attachments hereto, the terms of this Agreement shall govern.

10 **29. INTERPRETATION**

11 Each Party acknowledges having had the benefit of advice of competent legal
12 counsel with respect to its decision to enter this Agreement. The provisions of this Agreement
13 shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both
14 Parties.

15 **30. AMENDMENTS**

16 This Agreement may be modified or amended only by a written document
17 executed by both Parties and approved as to form by the City Attorney.

18 **31. SEVERABILITY**

19 If any term or provision of this Agreement or the application thereof to any person
20 or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this
21 Agreement, or the application of its terms and provisions to persons and circumstances other
22 than those to which it has been held invalid or unenforceable, shall not be affected thereby, and
23 each term and provision of this Agreement shall be valid and enforceable to the fullest extent
24 permitted by law.

25 **32. REMEDIES CUMULATIVE**

26 The remedies given to ANAHEIM and CONSULTANT herein shall be
27 cumulative and are given without impairing any other rights given ANAHEIM or
28 CONSULTANT by statute or law now existing or hereafter enacted, and the exercise of any one

(1) remedy by ANAHEIM or CONSULTANT shall not exclude the exercise of any other remedy.

33. NO THIRD PARTY BENEFICIARIES

The Parties intend that neither rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

34. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it, and any action brought relating to this Agreement shall be adjudicated by a court of competent jurisdiction in the County of Orange.

35. DISCRIMINATION

CONSULTANT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, national origin or other prohibited basis in its provision of Services or hiring of subcontractors or employees. To the extent this Agreement provides that CONSULTANT offer accommodations or services to the public, such accommodations or services shall be offered by CONSULTANT to the public on fair and reasonable terms.

36. AUTHORITY

Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. CONSULTANT shall, at ANAHEIM's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

37. EFFECTIVE DATE


This Agreement shall be effective on the date on which this Agreement is executed by ANAHEIM ("Effective Date").

///

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be
executed on the dates hereinafter respectively set forth.

DATE: 11/5/19

CITY OF ANAHEIM,
a municipal corporation

By: 
Dukku Lee, Public Utilities General Manager

DATE: 11/3/19

ATTEST:

By: 
Theresa Bass, City Clerk

AECOM TECHNICAL SERVICES, INC., a
California corporation

DATE: 10-30-19

By: 
Keith T. Campbell
Vice President

APPROVED AS TO FORM:

ROBERT FABELA, ANAHEIM CITY ATTORNEY

By: 
Daniel J. Payne
Deputy City Attorney

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EXHIBIT A
SCOPE OF WORK
[TO BE ATTACHED BEHIND THIS PAGE]

EXHIBIT A – GENERAL SCOPE OF WORK

The services to be performed for the projects and programs may include but shall not be limited to the following scope. For each service that may be performed by CONSULTANT in a specific RFWOP, CONSULTANT shall provide project management services, including:

Project Schedule

Create schedules with the critical milestones for the major tasks involved in a project. Update the schedule monthly, or more often, as required by ANAHEIM. Schedules shall be submitted in PDF format unless other format is requested by ANAHEIM.

Meetings

Attend meetings and/or job walks, as requested by ANAHEIM. Prepare meeting agendas and meeting minutes.

Monthly Project Status Report

Prepare Monthly Project Status Reports that show an accurate accountability of work effort rendered and a continuous appraising and monitoring of both work progress and financial conditions on a project.

CONSULTANT's fee for project management services, including the time and related expenses shall be included among the fees for the service(s) it may perform in a specific RFWOP.

1. PLANNING, RESOURCES, AND DESIGN

Provide water engineering services to conduct water capital improvement projects, which may involve one or multiple disciplines, including planning studies, hydraulic modeling, feasibility studies, design of pipelines, wells, pump stations, pressure regulating stations, reservoirs, and water quality and water treatment, waste and recycled water quality and treatment, hydrogeology, engineering support during construction, and encompassing associated services such as Architecture, Structural, Civil, Mechanical, HVAC, Landscape, Geotechnical, Environmental, Electrical, Instrumentation, and Control.

1-A Planning Studies and Feasibility Studies

Provide engineering, financial, and planning services to perform pipeline alignment and facility siting studies, water system planning studies, recycled water system planning and feasibility studies, water demand and supply studies, rate studies, asset management, and other studies that may be required in water system planning.

Provide consulting services related to water resources and conservation. Studies may include water supply assessments, water supply verifications, urban water management plans, water use surveys and others studies that may be required for water resources and conservation programs.

1-B Hydraulic Modeling

Perform Water System Master Planning including Comprehensive Studies, Hydraulic Analysis, Transient Analysis, Fire Flow Analysis, and Flow Optimization. Manage, maintain, calibrate, and update Hydraulic Network Model, (City's current model uses Innovyze InfoWater software).

1-C Condition Assessment

Provide comprehensive condition assessment of ANAHEIM's water system, including seismic, structural, security and vulnerability. Assessment of the structural integrity of the pipe shall include identifying leaks, pipe damage, pipe defect, loss of pipe wall thickness due to corrosion or erosion, etc., along the length of the pipe.

Provide reports and memorandums with maps and exhibits as required to detail results of the study including likelihood of failure, risk and consequence of failure. Reports and/or technical memorandums shall also include detailed explanation of data collected and used for the study, any assumptions made as well as recommendations for short-term and long-term risk mitigation strategies.

1-D Design Services

Provide consulting services for the design of water facilities, including water wells, pump stations, pressure regulating stations, reservoirs, water quality and treatment, water mains, recycled water supply and distribution facilities, associated

appurtenances, as well as other related components of the facilities such as buildings, landscape, grading, drainage, etc. for a complete and operative project.

1-E Other Related Services

Provide other related services including, but not limited to, the following:

1-E-1 Architecture

Provide consulting services for architectural design, architectural renderings, line-of-sight analyses, building sections, code interpretation issues and other architectural related issue.

1-E-2 Structural

Provide consulting services for structural investigations of ANAHEIM's existing facilities, seismic analysis, miscellaneous structural calculations, and design on ANAHEIM's existing and proposed systems and structures.

1-E-3 Civil

Provide consulting services for general engineering services as required for the project. Scope of work may include but is not limited to site design, street improvements, grading, drainage, preparation of Water Quality Management, Erosion Control, and Stormwater Pollution Prevention Plans, and related calculations and reports as necessary.

1-E-4 Mechanical, HVAC

Provide consultation, engineering, and design services on modification, upgrade, and replacement of existing mechanical and HVAC systems, including piping, plumbing, support systems, controls, code interpretation, and related calculations as necessary.

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1-E-5 Landscape Architecture

Provide consulting services for landscape architecture design, including landscape planting plans, renderings and views of proposed landscape plantings, and landscape installation inspection services. Provide consultation for irrigation system design and inspection.

1-E-6 Geotechnical Engineering Services

Conduct geotechnical investigations, including field explorations and tests, laboratory tests, and seismic investigations, to assess the general conditions of a project site area and prepare geotechnical reports of final design and construction recommendations. Field explorations may require drilling plans and classification of underlying soils and must be done under the supervision of a licensed geotechnical engineer or registered geologist. Investigations may include slope stability analysis of reservoir embankments, foundations, retaining walls, and dams and earthen dam monitoring and inspection to comply with California Department of Water Resources, Division of Safety of Dams (DSOD) and other ANAHEIM requirements. CONSULTANT may also be asked to provide seismic hazard analyses and site-specific seismic criteria as needed for project design.

1-E-7 Hydrogeology

Provide consulting services on groundwater issues related to and including rehabilitation of existing potable water production wells, siting and design of new potable water production wells, destruction of inactive wells, evaluation of contamination plumes, and groundwater modeling. Evaluate the hydrogeology of proposed potable water production well sites and investigate proposed wells. Determine design parameters and requirements necessary to drill, operate, and maintain proposed wells; proposed well construction (casing diameter, locations of perforated intervals); and proposed operation of wells. Prepare Drinking Water Source Assessment and Protection (DWSAP) plans for proposed potable water production wells.

Provide inspection, hydrogeologic analysis and recommendations during new potable water production well drilling and existing well destruction activities, including, but not limited to, on site consulting geologists, geological sampling and formation analysis, geophysical logging and interpretation, sieve analyses, final well construction recommendations, and quality assurance and assistance in achieving conformance with the construction specifications and applicable codes and standards.

1-E-8 Environmental Compliance Services

Provide consulting services for the preparation of environmental documents and support studies to comply with California Environmental Quality Act (CEQA), which may include an Initial Study, Negative Declaration, Mitigated Negative Declaration, Addendum, or Environmental Impact Report, or Supplement or Subsequent EIR, National Environmental Policy Act (NEPA) when complying with federal grants, permit applications with support studies, aesthetic simulations, and other environmental compliance tasks that may be needed.

1-E-9 Recycled Water Compliance

Provide assistance with compliance requirements for recycled water treatment and distribution system monitoring and reporting.

1-E-10 Electrical, Instrumentation & Control Services

Provide consultation, engineering, and design services on modification, upgrade, troubleshooting, restarting, adjusting control settings, and replacement of existing electrical systems, including motor control centers, motor starters, electrical panels, and instrumentation and control systems, including SCADA systems.

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1-E-11 Engineering Support During Bidding and Construction

Review and respond to RFI's and review and approve shop drawings submitted by contractor for conformance with the contract documents. Review progress reports and payments as required. Prepare supplementary sketches and details, as required, to resolve field construction problems that may be encountered. Provide project inspection as needed. CONSULTANT may be asked to provide assistance in ensuring regulatory compliance as needed. Prepare the "as constructed" corrections to the original drawings and specifications. CONSULTANT may also be asked to attend meetings on behalf of ANAHEIM and assist in Public Relations as needed.

1-E-12 Plan Check Services

Provide consulting services for plan checking improvement plans to determine compliance with applicable standards, guidelines, policies, rules, ordinances, and codes.

2. PIPELINE DESIGN

Provide consulting services for the design of water mains, transmission mains, siphons and associated appurtenances. Provide preliminary and final design services including the preparation of plans, specifications, and cost estimates. Provide bidding assistance, construction support, and final as-builts as needed for projects.

3. ELECTRICAL, INSTRUMENTATION & CONTROL SERVICES

Provide consultation, engineering, and design services on modification, upgrade, troubleshooting, restarting, adjusting control settings, and replacement of existing electrical systems, including motor control centers, motor starters, electrical panels, and instrumentation and control systems, including SCADA systems.

4. GEOTECHNICAL ENGINEERING SERVICES

Conduct geotechnical investigations, including field explorations and tests, laboratory tests, and seismic investigations, to assess the general conditions of a project site area

and prepare geotechnical reports of final design and construction recommendations. Field explorations may require drilling plans and classification of underlying soils and must be done under the supervision of a licensed geotechnical engineer or registered geologist. Investigations may include slope stability analysis of reservoir embankments, foundations, retaining walls, and dams and earthen dam monitoring and inspection to comply with California Department of Water Resources, Division of Safety of Dams (DSOD) and other ANAHEIM requirements. CONSULTANT may also be asked to provide seismic hazard analyses and site-specific seismic criteria as needed for project design.