

**CITY OF UPLAND  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of August 12<sup>th</sup>, 2024 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”), and WaterWorkforce, a California corporation with offices at 1619 Couples Court, Upland, CA 91784 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Engineering Administration (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$150,000 per fiscal year of the City (the first partial fiscal year’s maximum compensation shall be reduced to the prorated amount based on the remaining number of days between August 12, 2024 and June 30, 2025). This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed fifty thousand dollars (\$50,000). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from August 12<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, 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 City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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 City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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.

i. Additional Insurance Provisions

(i) 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 City, 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.

(ii) 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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(iv) Neither the City 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (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.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor 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 City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Bret Kadel** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Upland	WaterWorkforce
460 N. Euclid Avenue	1619 Couples Court,
Upland, CA 91786	Upland CA 91784
Attn: City Manager	Attn: Bret Kadel

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF UPLAND  
AND WATER WORKFORCE**


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**CITY OF UPLAND**

**WaterWorkforce**


*Approved By:*

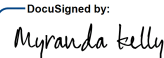
By:   
\_\_\_\_\_  
Stephen Parker for Michael Blay  
City Manager

By:   
\_\_\_\_\_  
Its: CEO

Name: Bret Kadel

Attested by:

By:   
\_\_\_\_\_  
Keri Johnson  
City Clerk

By:   
\_\_\_\_\_  
Its: Administrative Coordinator

Name: Myranda Kelly

Approved as to form:

By:   
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT A

### STAFFING SUMMARY:

This role, operating under the guidance of allocated management, is responsible for carrying out assigned task orders to support the operational needs of the City of Upland Utility Division. These responsibilities encompass Acting Utility Manager staff augmentation, On-call Services and Water Staff Augmentation as specified in the "Temporary Staffing Rates."

The task and responsibilities of the Acting Utility Manager and Water Staff Augmentation shall be the same as the City's job description for Utility Manager and the corresponding positions as shown in the "Temporary Staffing Rates".

### ESSENTIAL FUNCTIONS and CERTIFICATIONS REQUIRED:

The essential functions and necessary certifications are all detailed in City of Upland job descriptions. These encompass a wide range of roles, including Water Production, Water Treatment, Water Distribution, Sewer Collections, and Electrical/Technical positions within the City of Upland Utility Division. All on-call services and staff augmentation will require compliance with these essential functions and certifications, ensuring the proper coverage and expertise for the designated roles.

(continued - see attachments)

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

(See attached fee schedule)



**Exhibit A**

**Task Order**

**Task Order# 2023-8-01**

**Client Information**

**Name:** City of Upland **Contact:** Braden Yu  
**Address:** 060 N Euclid Avenue **Phone:** (909) 291-2930  
Upland, Ca 91786 **Email:** byu@uplandca.gov

**Assignment**

**Position Job Name:** Utilities Manager  
**Department:** Public Works **Reports To:** Braden Yu  
**Location:** 060 N Euclid Avenue Upland, CA 91786  
**Assigned Facility (s):** Public Works Utilities  
**Duration of Placement:** August 2023 to Feburary 2024  
**Work Schedule: Start Time:** TBD **End Time:** TBD **Days of the week:** TBD  
**Scope of placement:** Please see job descriptions attached.

WaterWorkforce Fee Schedule		
Position	Local Regular Hourly Scale	Travel Rate
Utilities Manager	\$135.00	\$156.50

**City of Upland**

**WaterWorkforce INC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Utilities Manager

Class Code:  
211

Bargaining Unit: Mid-Management Employee  
Association

CITY OF UPLAND  
Established Date: Jan 1, 2017  
Revision Date: Jan 23, 2023

## SALARY RANGE

\$59.75 - \$76.26 Hourly  
\$10,357.29 - \$13,218.82 Monthly  
\$124,287.53 - \$158,625.88 Annually

### GENERAL PURPOSE:

Under general direction, plans, organizes, oversees, coordinates, and manages the staff and operations of the Public Works Utilities Division, including water and sewer operations, engineering and customer service, and water resources planning and management; reviews water, recycled water, and wastewater land development; oversees the City's capital improvement project planning, contract management, and implementation functions; oversees environmental review and Geographic Information Systems (GIS) mapping; manages the effective use of division resources to improve organizational productivity and customer service; provides complex and responsible support to the Director of Public Works in areas of expertise; and performs related work as required.

### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Public Works. Exercises direct supervision over supervisory, professional, and technical support staff.

### CLASS CHARACTERISTICS:

This is a management classification responsible for planning, organizing, and managing the staff, operations, and activities of the Utilities Division, including water and sewer operations, engineering and customer service, and water resources planning and management. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include division budget administration, program evaluation, and recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards related to the City's water, wastewater, and storm drain utility systems. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.*

- Plans, manages, and oversees the daily functions, operations, and activities of the City's water and sewer operations which includes treatment plants, reservoirs, pumping stations, pressure regulating stations, well pumps, remotely operated valves, and distribution mains to ensure the delivery of safe drinking water in compliance with federal, state, and local regulations; monitors sewer collection mains and other sewage facilities; properly manages water supply resources, operating efficiencies, and proper operation and maintenance of water system facilities; maintains cleaning schedules of sewer pipelines.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions; recommends within department policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division and department budgets; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding; monitors department budgets and expenditures.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
- Acts as liaison and discusses issues related to municipal utility systems with other City departments as well as developers, contractors, subcontractors, financial institutions, businesses, and their representatives.
- Directs, coordinates, reviews, and updates the Water Systems Operations Plan; oversees and coordinates water meter services; reviews meter testing to ensure accuracy and compliance.
- Participates in the planning of new utilities facilities and systems; participates in the development of specifications for the purchase of equipment; implements and complies with and monitors hazardous material procedures and local, county, state, and federal regulations.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; attends City Council, Planning Commission, and other board meetings; conducts presentations and provides technical advice regarding assigned functions; prepares and conducts public meetings and presentations for community groups.
- Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Serves as a liaison and provides technical guidance and assistance for assigned functions with other City departments, divisions, businesses, outside agencies, and other interested parties; provides staff support to commissions, committees, and task forces, as necessary.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in municipal utility systems; researches emerging products and enhancements and their applicability to City needs.

- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Directs the establishment and maintenance of working and official division files.
- Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

## **QUALIFICATION GUIDELINES:**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Civil, hydraulic, mechanical, and sanitary engineering theory, principles, and practices, including their application to a wide variety of water production and distribution applications.
- Principles, procedures, standards, practices, information sources, and trends in the fields of municipal water production and distribution facility operations.
- Principles and practices of engineering and construction, including project and construction management as applied to municipal water production and distribution facility operations.
- Environmental engineering principles, practices, and methods.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

### **Ability to:**

- Plan, organize, oversee, and manage the Utilities division staff and operations.

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Provide administrative, management, and professional leadership for the division.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies, procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Perform and coordinate utility studies and other assigned programs and projects.
- Make persuasive oral and written presentations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, the media, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering, business administration, public administration, or a related field.
  - (*Substitution: An associate degree plus five (5) additional years of related experience may substituted for the required bachelor's degree.*)

Experience:

- Seven (7) years of increasingly responsible experience in water production and distribution system operations, or a related field, of which two (2) years should be in a lead or supervisory capacity.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.
- Possession of a valid registration as a Professional Engineer (PE) issued by the California State Board of Registration for Civil and Professional Engineers, to be maintained throughout employment.
- Possession of a valid Grade V (D-5) Water Distribution Certificate from the State of California, to be maintained throughout employment.

- Possession of a valid registration as a Professional Engineer (PE) issued by the California State Board of Registration for Civil and Professional Engineers, to be maintained throughout employment.

### **PHYSICAL AND MENTAL DEMANDS:**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

### **WORK ENVIRONMENT:**

Employees typically work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances; incumbents may occasionally be exposed to live electricity and high frequency noise, treated water with chemicals and pesticides and contact with grease, oil, smoke, fumes, and gasses. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

### **DETAILS:**

**Department/Division:** Public Works/ Utilities

**Provides Direction To:** Chief Water Treatment Operator, Utility Field Supervisor, Utility Worker, Sr. Utility Worker, Utility Meter Reader, Water Treatment Operator, Sr. Water Treatment Operator, Water Conservation Management Analyst, GIS Technician.

**Exemption Status:** Exempt

**Employment Grouping:** Mid-Management

**Date Prepared:** July 1, 2015, November 2022

**Date Updated:** July 1, 2019, January 23, 2023



**WATERWORKFORCE**  
WATER AND WASTEWATER EXPERTS

## Cost Summary Sheet

**DATE:** August 9, 2023

**CLIENT:** City of Upland  
060 N. Euclid Avenue  
Upland CA 91786

**CONTRACTOR:** WATERWORKFORCE Inc.  
1618 Couples Court  
Upland CA 91784

**SUBJECT:** City of Upland – Temporary Staffing Rates

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**1. Contact/Project Manager for WaterWorkforce**

Bret Kadel  
951-202-6604  
bretk@Waterworkforce.com

**2. Scope of Services:**

**STAFFING SUMMARY:**

This role, operating under the guidance of allocated management, is responsible for carrying out assigned task orders to support the operational needs of the City of Upland Utility Division. These responsibilities encompass on-call services and staff augmentation positions as specified in the "Temporary Staffing Rates."

**ESSENTIAL FUNCTIONS and CERTIFICATIONS REQUIRED:**

The essential functions and necessary certifications are all detailed in City of Upland job descriptions. These encompass a wide range of roles, including Water Production, Water Treatment, Water Distribution, Sewer Collections, and Electrical/Technical positions within the City of Upland Utility Division. All on-call services and staff augmentation will require compliance with these essential functions and certifications, ensuring the proper coverage and expertise for the designated roles.

**EQUIPMENT USE:**

Equipment for all job duties and/or task orders will be provided by the "client". Any additional equipment needed will be billed as follows:

Standard Size Truck or Vehicle	\$20/hr will be added to hourly rate
Heavy Equipment	Will be billed based on vehicle and daily rates





**WATERWORKFORCE**  
WATER AND WASTEWATER EXPERTS

**3. Temporary Staffing Rates:**

Positions	Local Regular Rate Per Hour	Travel Regular Rate Per Hour
Utility Systems Worker - Water Trainee	\$61.00	\$82.50
Utility Systems Worker - Sewer Trainee	\$61.00	\$82.50
Utility Worker I/II - Sewer	\$70.00	\$91.50
Lead Utility Worker - Sewer	\$80.00	\$101.50
Water Meter Technician	\$68.00	\$89.50
Lead Water Meter Technician	\$78.00	\$105.44
Utility System Worker Water	\$70.00	\$91.50
Senior Utility System Worker	\$80.00	\$101.50
Cross Connection Control Technician	\$95.00	\$116.50
Water Treatment Operator I/II	\$85.00	\$106.50
Lead Water Treatment Operator	\$95.00	\$110.96
Chief Water Treatment Operator	\$105.00	\$116.50
Utility System Worker Supervisor	\$115.00	\$136.50
Utilities Manager	\$135.00	\$156.50
Apprentices for Water and Sewer (WaterWorkforce Apprenticeship)	\$48.00	NA

**On-Call Support:**

If an Operator is expected to provide On-Call support, they shall be compensated in the following manner:

- **Standby On-Call:** if WaterWorkforce Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** if WaterWorkforce Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2.5) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate number of hours to constitute overtime.





**WATERWORKFORCE**  
WATER AND WASTEWATER EXPERTS

## Quote Request

Bret Kadel  
1619 Couples Ct, Upland CA 91784  
Phone # 840-977-8740  
[bretk@waterworkforce.com](mailto:bretk@waterworkforce.com)

Date	Quote #
7/31/2023	1116
Expiration	8/31/2023

<b>Attention</b>
<b>City of Upland</b> Braden Yu, P.E. Public Works Director 060 N. Euclid Avenue, Upland CA 91786

Representative	Terms	Project
Bret Kadel	Net 30	Operations

Quantity (hours)	Category	Description	Rate	Amount
360	Operations	Recruit, screen, interview, and assign temporary employee(s) to perform the type of work described on Task Order(s) (Exhibit A) provided. This is under City of Upland supervision at the locations specified.	\$135.00	\$48,600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<b>Total</b>	<b>\$48,600.00</b>
				Payments/Credits
				Balance Due

[www.waterworkforce.com](http://www.waterworkforce.com)

Approval to Proceed (Name and Title) Michael Blay, City Manager

Signature and Date  8-16-23