



April 12, 2017

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 17-051CA

SECTION I

INVITATION

The City of Corona (City) invites proposals from qualified consultants for:

On-Call Engineering and Professional Consulting Services

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

Tentative RFP Schedule
(Subject to change at City's discretion)

- | | |
|--|----------------------------------|
| 1. Issue RFP | April 12, 2017 |
| 2. Advertise in Sentinel Weekly | April 12, 2017 |
| 3. Written Questions from Consultants Due | April 24, 2017; 4:00 p.m. |
| 4. Responses from City Due | April 26, 2017 |
| 5. Proposals Due (Date & Time) | 2:00 p.m., May 4, 2017 |
| 6. RFP Evaluation Completed | May 15, 2017 |
| 7. Consultant Selection | May 17, 2017 |
| 8. Council Approval | June 21, 2017 |
| 9. Consultant Award | June 22, 2017 |

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II.

RFP INSTRUCTIONS

A. Pre-Proposal Meeting

Not applicable.

B. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, the consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City may issue a written addendum clarifying the matter.

2. Submitting Requests

All consultant questions, clarifications or comments shall be submitted in writing via email to carolyna@ci.corona.ca.us and must be received by the City no later than **4:00 p.m., April 24, 2017**. Inquiries received after this date and time will not be accepted. It is the sole responsibility of the consultant to call 951-279-3620 or email carolyna@ci.corona.ca.us to ensure that all written questions, clarifications or comments were received by the City.

3. City Responses

Responses from the City will be communicated in writing via email to all known recipients of this RFP, by Addendum, and posted on the Bid Opportunities webpage on the City of Corona website at <http://www.ci.corona.ca.us/City-Departments/Finance/Current-Bid-Opportunities.aspx>, no later than 72 hours prior to the proposal Due Date and Time. It is the responsibility of the consultant to ensure they have received all addenda prior to submitting a proposal.

E. Submission of Proposals

1. Date and Time

All proposals are to be submitted, no later than 2:00 p.m., May 4, 2017. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

2. Address

Proposals shall be addressed as follows:

**City of Corona
Administrative Services Department – Purchasing Division
Attn: Carol Appelt
400 S. Vicentia Avenue, Suite 320
Corona, CA 92882**

Proposals may be delivered in person to the City of Corona Administrative Services Department - Purchasing Division, at the address above.

Proposals shall not be sent via e-mail or fax.

3. Identification of Proposals

Consultant shall submit a proposal package consisting of:

- a) one (1) **signed original and four (4) copies** of its proposal, and
- b) a completed and signed Price Form in a **separate sealed envelope**, marked "Price Form", and
- c) one (1) computer disc (CD or DVD) with digital files of items a) and b) above saved as portable document format (pdf) files.

The proposal package shall be addressed as shown above, bearing the consultant's name and address and clearly marked as follows:

**“RFP No. 17-051CA:
On-Call Engineering & Professional Consulting Services”**

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to City;
3. negotiating with City any matter related to the proposal; or
4. any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

H. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

I. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275. The Business License is not a prerequisite for submission of a proposal.

J. Prevailing Wage

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

K. Insurance Requirements

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

L. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to enclose all “Confidential,” “Proprietary,” or “Trade Secret” data in separate sealed envelopes which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any “Confidential,” “Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

M. SB 854 Requirements

- a. Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5.
- a. **The DIR registration number for each consultant and subconsultant must be identified on consultant’s proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each consultant’s responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Submit documentation of similar experience and professional competence within the last three (3) years providing the same or similar services requested in this RFP. Provide up to five examples with a brief description of each effort, including the dates during which the work was performed and the firm's role in the work (inspection, predesign, design, construction management, etc., and prime consultant, subconsultant, etc.). Identify the key team members and describe their roles during the projects listed. Include the name, title, and phone number of the agency contact person for each project listed.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.
6. Have not committed any serious or willful violations of federal or state OSHA regulations within the last five (5) years. Refer to Section V. Proposal Content and Forms, subsection E. Safety Requirements.

A. EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposals determined to not meet one or more material RFP requirements may be excluded. The minimum selection criteria will include:

1. Qualifications of Firm - 15%

Strength and stability of the firm; strength, stability, experience and technical competence of firm and sub-consultants; adequacy of staff to provide required services

2. Qualifications of Personnel - 25%

Qualifications, education and experience of staff; key personnel's anticipated level of involvement in performing related work. Provide a Consultant team organization diagram, including the main contact person for the contract. The geographic location of the firm and each team member should be identified. Describe the qualifications and experience of each of the proposed Consultant team members. Key areas of expertise of each team member should be identified, as well as anticipated their level of participation for the type of

service being proposed. Any proposed subconsultants shall also be identified; locations, qualifications, experience, and expertise should be included similar to the firm's own project personnel.

3. Related Experience - 25%

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

4. Completeness of Response - 15%

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

5. Feasibility of Oversight – 10%

Proximity and accessibility to City staff and project sites, ability to respond to City requests.

6. Reasonableness of Cost and Price - 10%

Reasonableness of the individual firm-daily or hourly rates, and competitiveness of quoted rates with other proposals received; adequacy of the data in support of figures quoted.

B. EVALUATION PROCEDURE

The City's evaluation committee will evaluate all proposals received in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct on-site visits and/or tours of the candidates' places of business and conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant visits or further discussions or negotiations.

C. AWARD

On the basis of evaluation criteria so stated in the Request for Proposal and all information developed in the selection process to this point, the City will select firms whose professional qualifications and proposed services are deemed to meet the requirements of the RFP.

City staff will select consultant(s) best meeting the above-specified criteria and submit a recommendation to City Council for consideration and selection. **It is anticipated that four to six contracts will be awarded per category with the highest ranking firms being selected. However, the City reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary to achieve balance, regardless of the assigned rank.**

The City anticipates making final selections and awards on or about June 22, 2017.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

SECTION IV.

SCOPE OF WORK

The City endeavors to retain highly qualified Professional Services Consultants to provide various services. This Scope of Work is comprised of five (5) categories of professional services. Consultants are invited to respond to one or any combination of following multiple categories that are within their area(s) of expertise.

The City anticipates that this RFP will result in multiple awards of annual contracts within each category of work. As such, the City will solicit competitive proposals from contracted consultants for specific projects and services throughout the term of the annual contract(s). Contracted consultants shall be required to submit their competitive project proposals within the submittal deadline period required in each project or service solicitation. Such time requirement will generally range from 48 hours to 10 working days, depending on the requirements of the City and the complexity of the project or service. Upon award of specific work, the selected consultant shall begin the work no later than the date required in the notification of project award. Such time requirement will generally range from 48 hours to 10 working days, depending on the requirements of the City and the complexity of the work. By submitting a proposal to this RFP No. 17-051CA, consultant agrees to abide by any proposal or work deadlines required by the City, and consultants agree that failure to meet such deadlines, or failure to respond to project solicitations may result in termination of consultant's contract.

INITIAL AGREEMENT TERM:

The initial agreement term will be July 1, 2017 through June 30, 2019. Prices shall remain effective and in force for the entire Agreement Term.

AGREEMENT RENEWAL:

City reserves the right, at City's sole discretion, to extend agreements with each contracted consultant for annual renewal of awarded contracts for up to two, two-year periods as referenced below under the same terms and conditions as the original agreement, upon execution of an Amendment to the Agreement by both parties. Should the City elect to exercise its option to extend any agreement for the additional contract period(s), the Parties shall negotiate pricing for each such renewal term prior to commencement of the option period. Negotiated price increases during the option period(s) shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available.

Option 1, if exercised, shall be effective July 1, 2019 through June 30, 2021.

Option 2, if exercised, shall be effective July 1, 2021 through June 30, 2023.

Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order. Pricing shall remain effective and in force for the entire Amendment Term.

The consultant shall provide professional services in support of Categories A through E described below. Design-related services shall include preparation of project specific plans and specifications, including calculations signed and stamped by a professional engineer registered in the State of California with specific experience in the design and construction of subject facilities. Under the supervision of said engineer, the consultant shall perform or cause to be performed by others, all necessary services to prepare a complete set of biddable construction documents (following all applicable City of Corona standards, requirements and specifications). The consultant's services shall include the following project management assistance in support of the categories listed below:

- Provide Project Management and coordination with City staff. Prepare and provide project status updates including updates to scope status, schedule and cost.
- Perform QA/QC.
- Prepare and perform presentations to City staff, the public and other stakeholders.
- Prepare and attend project coordination meetings with City staff, and other permitting agencies.
- Prepare cost estimates and project schedules.
- Prepare meeting agenda and minutes.

Support services typically needed by the City for each Category include, but are not limited to, the following list:

A. General Civil Engineering

Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

1. Prepare preliminary and final design for projects such as, but not limited to:

- Driveways, sidewalks, parking lots and access roads
- Street improvements with cross sections
- Striping and traffic signals
- Concrete pads for mounting equipment
- Retaining walls
- Structures
- Seismic restraint
- Site grading, drainage and paving improvements
- Slope stabilization
- Site development
- Park development
- Storm drain systems
- Water Quality Management Plans
- Stormwater Pollution Prevention Plans
- Construction Specifications

2. Provide topographical and field surveying to establish base topographical mapping.
3. Research and add to base mapping, all property ownership information including public right- of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed facilities. Research all proposed ROW improvements and show future ROW limits, if any.
4. General surveying services including construction staking and support.
5. Prepare plats and legal descriptions for property or easement acquisition.
6. Research and add to base mapping all existing utility information, including franchise utilities, within the project boundary including owner, type, size, material, location, future facilities, etc.
7. Conduct site and field investigations to verify locations of existing and proposed facilities.
8. Utility and agency coordination.
9. Environmental and other regulatory permitting requirements.
10. Geotechnical investigation and reporting specific to the proposed improvements.
11. Corrosion protection requirements.
12. Develop typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), California Department of Public Health (CDPH) and other separation requirements, pavement limits, surface improvements, existing and proposed utilities, existing and proposed easements, etc.
13. Develop and execute potholing plan specific to the project.
14. Provide materials and methods technical specifications.
15. Prepare construction cost estimates.
16. Provide construction support services.
17. Submit plans and specifications from preliminary to final design, including general sheets, title sheet, plan sheets, details, etc. for review and comment to the City.
18. Provide record drawings.

B. Project Management

Project Management is the overall planning, coordination and control of a project from inception to completion in order to produce a functionally and financially viable project that will be completed on time within authorized cost and to the required quality standards. The role of a Project Manager includes acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to established deadlines and within budget. The Project Manager will also define the project's objectives and oversee quality control throughout the project life cycle. The Project Manager will act as an extension of the City's staff and be available to perform project management duties from the Public Works office at City Hall. City shall provide work space with desk,

telephone, computer and basic stationary items. Consultant's Fee/Rate structure shall include the cost of providing standard training courses sufficient to perform the essential duties of the position. City can provide such training at no cost to the Consultant, but does not pay the employee to attend such training. The Project Manager may be assigned to either the Capital Improvement Project or Land Development Sections within the department.

Project Management - Capital Improvement Project Tasks: Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

1. Successfully manage more than one project at a time. Must be able to shift focus between various projects and ensure all are progressing satisfactorily.
2. Define project scope, goals and deliverables that support the City's goals in collaboration with senior management and stakeholders.
3. Determine and assess need for staff and/or consultants and secure appropriate proposals and contracts.
4. Effectively communicate project expectations to team members and stakeholders.
5. Use project management checklists to identify project requirements and track completion of milestones.
6. Prepare and update project schedules from design thru construction.
7. Track and monitor project milestones and deliverables.
8. Manage project budget and minimize exposure to excessive risk in a project.
9. Identify permitting and environmental requirements.
10. Identify the elements of project design and construction likely to give rise to disputes, then proactively resolve and create contingency plans.
11. Conduct progress meetings.
12. Coordinate with agencies and utilities.
13. Participate in the preparation of cost estimates and construction specifications.
14. Assure quality control.
15. Devise the project work plans and revisions as required.
16. Participate in bidding phase.
17. Periodic inspection of project site, assist and provide technical guidance to inspectors in studying field problems and incorporating design revisions as necessary.
18. Maintain and control project documents.
19. Prepare and present project reports on regular basis.
20. Draft Council reports.
21. Coach, mentor, and direct team members and contractors, by influencing them to take positive action and accountability for their assigned work
22. Build, develop, and grow business relationships vital to the success of the project.

23. Provide proper documentation to close projects in a timely manner.
24. Other project management duties as necessary to support City projects.

Project Management - Land Development Tasks: Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

1. Research and identify project design requirements related to hydrology, traffic and soils reports and calculations, grading plans, sewer plans, water plans, street plans, traffic studies and other documents.
2. Attend project meetings with City staff, developers and engineers.
3. Follow department procedures and policies in processing all development related activities.
4. Approve bond estimates.
5. Prepare project conditions of approval.
6. Present department comments at Development Plan Review meetings.
7. Review as-built plans.
8. Coordinate plan-checking services with consultants.
9. Perform plan checking QA/QC.
10. Perform plan checking for building, dry utility and other encroachment permits.
11. Successfully manage more than one project at a time. Must be able to shift focus between various projects and ensure all are progressing satisfactorily.
12. Use project management checklists to identify project requirements and track completion of milestones.
13. Maintain and control project documents.
14. Draft Council reports.
15. Other project management duties as necessary to support City projects.

C. Plan Check Services

Provide general plan check services for land development and capital improvement projects to ensure their adherence to the Departments of Water and Power and Public Works standards and design policies, plan check policy, and conditions of approval for all development projects. The work may include plan checking of grading plans, storm drain plans, street improvements plans, traffic signal plans, tenant improvement plans, water and sewer plans, cost estimates, and all associated structural or technical studies associated with the plans. The work may include plan checking of tract and parcel maps, record of surveys, lot line adjustments and easement documents. These aforementioned land survey reviews shall be completed by or under the direction of a Licensed Land Surveyor, or Qualified Registered Civil Engineer, in the State of California.

Consultant shall provide experienced personnel, equipment and facilities to perform plan checking services in a timely manner for the following items.

1. Grading plans
2. Storm drain plans
3. Street improvement plans
4. Traffic signal plans
5. Tenant improvement plans
6. Water, sewer and reclaimed water pipeline plans
7. Water, sewer and reclaimed water mechanical and electrical plans
8. Structural plans, technical specifications, and structural calculations for retaining walls, sound walls, bridges and other structures and structural components.
9. Structural and technical calculations, studies, and reports associated with various plan submittals
10. Tract and parcel maps
11. Records of Survey
12. Lot line adjustments
13. Easement documents
14. Water Quality Management Plans
15. Other plans, drawings, specifications, and surveying documents as needed.

D. Construction Inspection Services

(Pursuant to SB 854 Requirements and Form of Agreement, Section 3.3.5 “Prevailing Wages”)

Consultant shall provide experienced personnel meeting the following minimum requirements.

1. Have (5) five years of Public Works and underground utilities construction inspection experience, specifically paving, trenching, grading, reinforced concrete, concrete flatwork, storm drain, sewer, sewage lift station and sewer mechanical, reclaimed water pipelines and pump stations, water reclamation facilities, potable water pipelines and pump stations, potable water treatment facilities, and all systems associated with public utility services. List similar projects successfully completed within the last three (3) years providing the same or similar services requested in this RFP.
2. Specialist must identify a minimum of three (3) projects within the last three (3) years for which they have provided inspection services. Specialist include those inspectors that are certified or otherwise qualified to verify welded joints, material testing, coatings and other specialty work.

3. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
4. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
5. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
6. Have the administrative and fiscal capability to provide and manage the proposed services.
7. Have excellent interpersonal communication skills and the ability to interact with various people during the course of a project.
8. A willingness and availability to work weekends and odd shifts. Inspectors may be required to provide continuous inspection during critical periods of construction.
9. Good written and verbal communication skills. Samples of inspection daily reports prepared by listed candidates are expected to be included in the proposal. Inspectors will be required to prepare daily inspections reports, weekly statement of working days, and monthly progress payments; direct the contractor to complete extra work performed under time and materials including the documentation of labor, equipment, and material; review contractor's proposals for extra work and provide recommendations to the City.
10. Ability to read, understand and interpret construction plans, specifications, and contracts.
11. Knowledge of the following: APWA standards, Underground Construction Standards, California MUTCD, City of Corona Public Works and Department of Water and Power Standards, Standard Specifications for Public Works Construction (Greenbook), Construction Specifications Institute (CSI), and current building codes applicable to the type of work being performed.
12. Knowledgeable in Microsoft Excel, Word, and Outlook.
13. A valid California driver's license and the ability to maintain insurability.
14. High School diploma or G.E.D. equivalent and three years of journey-level experience in the construction, maintenance and repair of Public Works and Utilities projects, or an equivalent combination of training and experience.
15. Survey Experience is desirable.
16. Experience with roadway construction is desirable.
17. Experience with material and geotechnical testing is desirable.
18. Associate degree in engineering or code related field is desirable.

Consultant shall provide and include in the Fee/Rate structure routine items necessary for the inspector to perform the essential duties required of the position. These include vehicle, cell phone, camera, personal protective equipment, and method of documenting observations (hard copy or electronically). Inspectors must be provided standard training courses sufficient to perform the essential duties of the position. City can provide such training at no

cost to the Consultant, but does not pay the inspector to attend such training. Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

1. Inspect a variety of public works and public utilities construction and maintenance projects, such as sidewalks, concrete structures, driveways, water main and service installations; reclaimed water facilities and mainlines; sewer main and lateral installations; utility projects including mechanical, electrical, and structural work; curbs and gutters, retaining walls, earthwork, street excavation and patchwork; drainage facilities, storm drains; landscape irrigation; underground conduit installations; and street marking, and traffic sign installation to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances, NPDES requirements and proper construction practices.
2. Inspect concrete street improvements, including drive approaches, wheel chair ramps, block walls, and other elements; inspect asphalt concrete street paving and slurry seal coating; ensure correct street sections by checking grades and elevations.
3. Observe earthwork grading, trench compaction, slope construction, earthen berms and surface drainage.
4. Review soils compaction reports.
5. Inspect all aspects of traffic control set-up and maintenance for conformance with codes, specifications and safety practices.
6. Interpret construction plans and specifications; prepare and make recommendations on change orders; confer with City engineering staff on design problems encountered in the field.
7. Perform final inspection of construction projects for field acceptance; prepare list of required corrections prior to final acceptance.
8. Maintain necessary records of daily operations, including daily project reports, time, material, and equipment reports.
9. Review and confirm as-built drawings for public works facilities and utility projects.
10. Coordinate activities and schedules with other entities involved in the construction project.
11. Keep records pertaining to work assignments, employee information, and inspection work.
12. Respond to queries by property owners, contractors, and staff regarding the construction project.
13. Inspect construction activities to make sure they are in compliance with City standards and regulations.
14. Prepare monthly pay estimates.
15. Record amounts of materials that are received or used during construction.
16. Address and resolve complaints as they arise. Notify the Project Manager of issues and request assistance when necessary.

17. Perform observations, inspections and tests of construction projects and document findings in accordance with good engineering practices and applicable codes.
18. Provide weekly status reports on issues/risks factors, schedule slippages, cost overruns as it relates to construction projects.
19. Provide feedback to requests for information as it relates to projects inspected.
20. Provide regular full time onsite inspection to construction projects and assess project status.
21. Serve as principal liaison for construction-related activities and coordinate formal interface actions between stakeholders and service providers.
22. Serve as the central point of contact for communications, coordination, support, and advice to the Project Manager.
23. Recognize, evaluate and properly resolve and/or make recommendations to unique problems or situations.
24. Maintain effective customer service relationship with City staff and the public.
25. Facilitate contract negotiations.
26. Properly and safely oversee the operation of light-, medium- and heavy-duty motorized vehicles and equipment.
27. Ensure appropriate communications take place with all involved personnel resulting in efficient use of manpower and finances to meet Project milestones and City's expectations.
28. Other construction inspection duties as necessary to support City projects in construction.
29. Minimum day is considered to be a 4-hour day. Cancellation of services will be made 12 hours prior to scheduled start and at no cost to the City.

E. Construction Management and Support

(Pursuant to SB854 Requirements and Form of Agreement, Section 3.3.5 "Prevailing Wages")

In order to successfully complete construction projects on time and within budget, the City seeks to retain a qualified construction management team. Consultant shall provide a professional engineer/construction manager with significant experience in administering similar projects in magnitude and scope. The proposed construction management team will be well versed in all aspects of construction administration including, but not limited to project scheduling, project controls and project management, and partnering and claims resolution in order to ensure project completion on time and within established budget. Consultant shall provide qualified inspectors with significant experience in construction inspection of work typical for water, water reclamation, sewer, and electrical facilities

construction. Consultant shall provide experienced personnel, equipment and facilities to perform the following tasks.

1. Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.
2. Assist City's Representative in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
3. Assist and participate on regular basis in the project progress meetings, take minutes and respond to all questions.
4. Coordinate with design engineers and project managers on design issues encountered during construction.
5. Provide public outreach services as required.
6. Review the project contract documents and perform a constructability review.
7. Provide project status and overall health of construction projects, to include cost, budget and schedule.
8. Review contractor's submittals in accordance with the requirements of project specification and the City's requirements prior to final approval.
9. Review and respond to RFIs in a timely manner.
10. Prepare, process, and monitor contract change orders with the City's approval.
11. Review extra work invoices.
12. Identify and issue notice to contractor of safety concerns and violations.
13. Review and approve punch lists.
14. Participate and assist in conducting final inspection, testing and release of facilities.
15. Review and approve record drawings at project completion.
16. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
17. Assist in preparation of contractors monthly pay estimates.
18. Report all unresolved issues and potential claims to the City's Representative in writing on daily basis.
19. Other construction management duties as necessary to support City projects in construction.

SECTION V.

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, double spaced, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed twenty five (25) pages in length, excluding any appendices.

2. Letter of Transmittal

A Letter of Transmittal shall be included with the proposal, addressed to Carol Appelt, and must, at a minimum, contain the following:

- a. identification of consultant, including name, address and telephone number;
- b. proposed working relationship between consultant and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address and telephone number of consultant's contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind consultant to the terms of the proposal.

3. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability

of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number and project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) indicate adequacy of labor resources;

- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

c. Work Plan

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant’s understanding of the City’s needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. Where consultant wishes to propose alternative approaches to meeting the City’s technical requirements, these should be thoroughly explained. The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. Consultant shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement.

e. Fee Proposal

Consultant shall complete and sign the Price Form in Section C. below in its entirety.

f. **Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

g. **Insurance**

Consultant shall submit evidence of ability to provide insurance in the amounts and with coverages as required pursuant to Section 3. 2.10 et seq. in the Form of Agreement in Section VII.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

*The successful consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. COST AND PRICE FORMS

Consultant shall complete the Price Form in its entirety, including consultant's identification information and binding signature, and provide an hourly rate schedule on company letterhead for each discipline being proposed.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 45 Days". If discount terms are offered, non-discounted payment terms shall remain "Net 45 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

D. NON-COLLUSION DECLARATION

Consultant shall complete and sign the Non-Collusion Declaration on the following page and submit with proposal.

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____, [title] of _____
_____[proposer], the party making the forgoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

E. SAFETY REQUIREMENTS/VIOLATIONS

Safety at the Project sites during performance of the work is of paramount concern to the City. Accordingly, consultants must not have committed any serious or willful violations of federal or state OSHA regulations within the last five (5) years. Consultants must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation will render a proposal as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the Consultant as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the consultant, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive.

**ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS OF THE
CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT**

(To be Completed and Submitted with Consultant's Proposal)

This is to acknowledge that we have read the City's Professional Services Agreement and will sign the Agreement, as presented and without exception, for the City's RFP No. 17-051CA.

(Print Firm Name)

(Signature/Date)

(Print Name and Title)

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Consultant's Proposal)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass _____ Total

Firm Name (Print)

Signature

Name and Title (Print)

Date

SECTION VI.

PRICE FORM

(To be submitted in a sealed envelope separate from proposal documents and marked
"Price Form")

REQUEST FOR PROPOSALS: **RFP No. 17-051CA**

DESCRIPTION OF WORK: **On-Call Engineering and Professional Consulting Services**

CONSULTANT'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Place an "x" in the spaces provided for each discipline being proposed:

- _____ A. General Civil Engineering
- _____ B. Project Management
- _____ C. Plan Check Services
- _____ D. Construction Inspection Services
- _____ E. Construction Management and Support

Provide hourly rate schedule on company letterhead for each discipline being proposed. All rates and costs shall be effective through June 30, 2019. Hourly rate schedule should include the typical following categories of labor classifications modified as appropriate for the category of labor required to perform the work:

- Principal-in-Charge, QA/QC Manager
- Senior Project Manager
- Project Manager
- Construction Manager, Resident Engineer

- Senior Project Engineer, Senior Project Architect/Landscape Architect, Senior Land Surveyor
- Project Engineer, Project Architect/Landscape Architect, Project Land Surveyor
- Professional Engineer, Land Surveyor, Architect/Landscape Architect
- Inspector
- Engineer-in-Training, Civil Engineering Designer
- CAD Designer/Technician
- Engineering Assistant
- Administrative Assistant, Project Administrator
- Two-Man Survey Crew (per hour/day)
- Ground Penetrating Radar Utility Locating Crew (per hour/day)

Provide list of reimbursable charges and rates to include:

- Mileage
- Prints, plots, messenger service and other direct expenses markup
- Outside consultant services markup
- Traffic control
- Other

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any elements of the Scope of Work which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No (circle one).

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ EMAIL: _____

DIR REGISTRATION NO.: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

Completed Forms to be Returned with Proposal:

- 1) Price Form(s)
- 2) Consultant's Acknowledgement of Terms and Conditions of Professional Services Agreement
- 3) Non-Collusion Declaration
- 4) Industrial Safety Record

SECTION VII.

Form of Agreement

CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT WITH [*INSERT NAME***]**

([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **On-Call Engineering and Professional Consulting Services Project** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **July 30, 2017 through June 30, 2019** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

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

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States

Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

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

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

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

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers

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

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

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

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

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable.

Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (**\$\$\$INSERT NUMERICAL DOLLAR AMOUNT\$\$\$**) ("Total Compensation"), without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of

the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

3.6 General Provisions.

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

Consultant:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: ***INSERT NAME & DEPARTMENT***

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

3.6.2 Indemnification.

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

to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

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

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

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

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence [of either or both of the CUA Management Agreements](#). Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**