



April 25, 2017

REQUEST FOR PROPOSALS (RFP) No. 17-050LB

SECTION I

INVITATION

The City of Corona Public Works Department (CITY) invites proposals from qualified CONSULTANTS for:

Construction Management (CM) and Inspection Services for the Cajalco/I-15 Interchange Improvement Project No. 56-1203 (PROJECT)

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)**

Issue RFP	April 27, 2017
Advertise	May 3, 2017
Written Questions from CONSULTANTS Due.....	11:00 a.m., May 17, 2017
Responses from CITY Posted.....	May 19, 2017
Proposals Due (date & time).....	11:00 a.m., May 22, 2017
RFP Evaluation Completed	May 31, 2017
CONSULTANT Interviews.....	June 5, 2017
CONSULTANT Selection.....	June 6, 2017
Contract Negotiations Completed	June 9, 2017
Council Approval	June 21, 2017
CONSULTANT Award	June 22, 2017

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SECTION II.

RFP INSTRUCTIONS

A. EXAMINATION OF PROPOSAL DOCUMENTS

1. By submitting a proposal, CONSULTANT 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 3 consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

B. 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.

C. 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 C.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

1. All CONSULTANT questions, clarifications or comments shall be submitted in writing via email to linda.bazmi@ci.corona.ca.us and must be received by the CITY no later than 11:00 a.m., May 17, 2017. Inquiries received after this date and time will not be accepted. It is the sole responsibility of the CONSULTANT to call 951-739-4960 or email linda.bazmi@ci.corona.ca.us to ensure that all written questions, clarifications or comments are received by the CITY.

3. CITY Responses

- a. Responses from the CITY will be communicated in writing via email to all known recipients of this RFP, by way of Addendum and posted on the City's website, no later than 72 hours prior to Request for Proposal Due Date and Time. <http://www.discovercorona.com/City-Departments/Finance/Current-Bid-Opportunities.aspx> OR <http://www.discovercorona.com/City-Departments/Public-Works/Advertised-Capital-Improvement-Projects.aspx>.
- b. It is the responsibility of CONSULTANT to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all Changes to the Tentative Schedule will be made by way of addendum. If an

Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

D. SUBMISSION OF PROPOSALS

1. Date and Time

All proposals are to be submitted to **City of Corona, Attention: Linda Bazmi, Public Works Department** no later than 11:00 a.m., May 22, 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
Attn: Linda Bazmi, Public Works Department
400 South Vicentia Avenue, Suite 210
Corona, CA 92882.**

Proposals may be delivered in person to the City of Corona Public Works Department, 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:

1. One **(1) signed original, five (5) hard copies, and one electronic version on a CD or DVD in searchable PDF format** in a sealed package. The proposal package shall be addressed as shown above, bearing the CONSULTANT's name and address and clearly marked as follows:

**“RFP No. 17-050LB”:
Construction Management and Inspection Services for the Cajalco/I-15 Interchange
Improvement Project No. 56-1203”**

4. Acceptance of Proposals

1. 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.
2. 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.
3. The CITY reserves the right to postpone the proposal opening for its own convenience.
4. Submitted proposals are not to be copyrighted.

E. PRE-CONTRACTUAL EXPENSES

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

- preparing its proposal in response to this RFP;
- submitting the proposal to CITY;

- negotiating with CITY any matter related to the proposal; or
- any other expenses incurred by the CONSULTANT prior to date of award, if any, of the Contract.

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.

F. CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit the CITY to award a Contract. 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. The award of this contract is subject to receipt of local funds sufficient to carry out the work identified in this RFP.

G. ACCEPTANCE OF ORDER

The successful CONSULTANT will be required to accept a Purchase Order and execute a written Agreement (see Section VI. 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.

H. CITY OF CORONA BUSINESS LICENSE

The successful CONSULTANT 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. 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.

I. PREVAILING WAGE

Refer to Section VI. Form of Agreement, Section 3.3.5 for Prevailing Wage requirements. Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1720 et seq. as well as Title 8, Section 16000 et seq. of the California Code of Regulations (Prevailing Wage Laws). CONSULTANTS must use the current wage schedules applicable at the time the work is in progress. The CONSULTANT to whom a contract for the work is awarded by the City shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code

J. SB 854 REQUIREMENTS

1. Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or sub-consultant may be listed on a proposal for this

contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subcontractor may be awarded this contract unless registered with the DIR pursuant to Labor Code section 1725.5.

2. **CONSULTANT shall state their DIR registration number in their proposal. The DIR registration number for each consultant and sub-consultant, if approved in advance by City, must also be identified on CONSULTANT's proposal** - failure to identify this number(s) 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.

K. DISADVANTAGED BUSINESS ENTERPRISE

This PROJECT has zero percent (0%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation. CONSULTANTS are however encouraged to subcontract with small businesses.

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 and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The CITY's use and disclosure of its records are governed by this Act.

Those elements in each proposal which CONSULTANT 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 CONSULTANT. The CITY will use its best efforts to inform CONSULTANT of any request for disclosure of any such document. The CITY, 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 CONSULTANT considers exempt from disclosure, the CITY will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the CITY is required to defend an action arising out of a Public Records Act request for any of the contents of a CONSULTANT's proposal marked "Confidential", "Proprietary", or "Trade Secret", CONSULTANT shall defend and indemnify the CITY from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, CONSULTANTS 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 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. PRIME AND LOWER TIER DEBARMENT

CONSULTANTS are advised that by signing their proposal, they are certifying that they and their sub-consultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

N. SAFETY REQUIREMENTS/VIOLATIONS

Safety at the PROJECT site 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.

SECTION III.

EVALUATION AND AWARD

A. EVALUATION CRITERIA

The CITY will evaluate the proposals received based on the following criteria:

1. Qualifications of Firm - 25%

Technical experience in successfully performing work of a closely similar nature and size; understanding and demonstrated competence in the services identified in Section IV Scope of Work; strength and stability of the firm; strength, stability, experience, and technical competence of sub-consultants; assessment by client references. Experience working with public agencies, including Department of Transportation (CALTRANS), and Riverside County Transportation Commission (RCTC).

2. Qualifications of Personnel - 30%

Qualifications, education, and experience of project staff; key personnel's level of involvement in performing related work especially the Construction Manager/Resident Engineer, logic of project organization, adequacy of labor commitment; and the ability to follow the requirements of applicable state, and local agencies, to successfully complete the assigned work. Prior successful working experience of project staff with a City is a plus.

3. Work Plan/PROJECT Understanding and Approach - 40%

Depth of CONSULTANT's understanding of the PROJECT and the CITY's requirements; overall quality and logic of work plan; clarity and specificity of work plan; appropriateness of resource estimate and labor distribution among the tasks; utility of technical or procedural innovations; methods of documenting performance of the contractor during construction; identification and understanding of PROJECT issues and challenges; and presentation of solutions, or approaches that will successfully deliver this PROJECT with the fewest resources and in the shortest duration.

4. Completeness of Response - 5%

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

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all Proposals received. The Evaluation Committee will be comprised of CITY staff and may include personnel from stakeholder agencies. All proposals received will be evaluated by the Evaluation Committee in accordance with the above criteria to arrive at a score for each proposal. Based on these scores, The CITY may invite a shortlist of CONSULTANTS to an interview, if deemed necessary, and provide additional direction as to its conduct and content. The City has established June 5, 2017, as the date to conduct interviews. All prospective CONSULTANTS will be asked to keep these dates available. No other interview dates will be provided, therefore, if a CONSULANT is unable to attend the interview on these dates; its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the CONSULANT after which the

evaluation committee will ask questions related to the CONSULTANT's proposal and qualifications.

CONSULTANTS should be aware that award may be made following receipt of cost proposal(s) without CONSULTANT interviews or further discussions or negotiations.

Subsequent to interviews, if conducted, the Evaluation Committee will further discuss and score the presentations and responses to questions. The proposal scoring will be combined with the scoring of the interviews. The proposal score will count for 60% of the overall combined score and the interview, if scheduled, will count for 40% of the combined score. The final combined score will determine a final ranking of the CONSULTANTS.

C. AWARD

Once final rankings have been completed, the City may request cost proposal(s) from CONSULTANT(s) as provided in Section V(A)(9). Negotiations may or may not be conducted with CONSULTANTS; therefore, the proposal and cost proposal submitted should contain CONSULTANT's most favorable terms and conditions, since the selection and award may be made without discussion with any CONSULTANT. If deemed necessary, negotiations will be initiated with the highest ranked CONSULTANT. Should the CITY be unable to negotiate a satisfactory contract with the highest ranked CONSULTANT, the CITY retains the right to terminate negotiations with the highest ranked CONSULTANT and open negotiations with the next highest ranked CONSULTANT.

CITY staff will submit a recommendation to City Council for consideration and approval of a proposed final contract. The CITY anticipates making final selection and award on or about June 21, 2017. The CITY reserves the right, at its sole discretion, to revise/renegeotiate the services or terminate the contract, based on various factors influencing this PROJECT, including but not limited to: environmental approvals, budget restrictions, and negotiations with CALTRANS or others regarding staffing of PROJECT.

All CONSULTANT proposals and supporting documents for the PROJECT contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highways Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the CITY at its sole discretion. Refusal by the CONSULTANT to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement. Direct labor, fringe benefits, and general overhead must comply with Caltrans and Federal Cost Accounting Standards.

D. NOTIFICATION OF RANKINGS AND DEBRIEFING

Each CONSULTANT who submits a proposal shall be notified via email regarding the CONSULTANTS who were selected as part of the top ranked list. Such notification shall be made within 10 business days of the date of list approval.

CONSULTANTS who were not selected as part of the top ranked list may obtain an explanation concerning the strengths and weaknesses of their Proposal after the contract has been awarded or the City rejects all proposals. Unsuccessful CONSULTANTS who wish to be debriefed, must request the debriefing in writing and the CITY must receive it within three (3) business days of notification of list approval.

SECTION IV.

SCOPE OF WORK

PROJECT Description

The PROJECT will provide for the reconstruction of the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The proposed improvements will increase the capacity of the bridge and ramps in order to reduce congestion and accommodate projected growth in the area. The PROJECT includes the construction of a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the existing northbound and southbound ramp intersections will be reconfigured and all existing ramps will be realigned. The existing northbound on-ramp will be modified to serve the westbound Cajalco Road traffic and a northbound loop on-ramp will be constructed to serve the eastbound Cajalco Road traffic. The new bridge will consist of six 12' lanes, a 12' striped median, 8' outside shoulders, and a 5' sidewalk on the south side. The PROJECT includes all associated noise mitigation and utility relocation. Final design plans, specifications, and estimate for the Cajalco/I-15 Interchange Improvement PROJECT were completed by Jacobs Engineering Group. Copies of PROJECT Plans and Specifications are uploaded to the City's FTP site and placed in a folder titled "Cajalco/I-15 Interchange Improvement PROJECT". **The address to the FTP site is: www.discovercorona.com/it. Enter 2264 for PIN number.** It is the responsibility of the CONSULTANT to review the available construction plans and specifications and create a detailed scope of services directly related to the PROJECT in accordance with Caltrans and City Standards.

The PROJECT will be closely coordinated with ongoing design-build efforts of proposed I-15 Express Lanes Project by Riverside County Transportation Commission (RCTC), the ongoing Arantine Hills Development Project, and the Riverside County Transportation Department proposed widening and realignment of Cajalco Road between Temescal Canyon Road to the west and Interstate 215 to the east. In addition, the City's Department of Water & Power (CDWP) may start construction of the WRF3 Sewer Force Main and the Arantine Hills Sewer Lift Station and pipeline, and Caltrans Fiber Optic Communication System Installation Project between El Cerrito Interchange and State Route 60.

Construction Cost for the PROJECT is estimated to be between \$52 and \$68 million. Construction Contract award is anticipated by June 21, 2017. Construction is estimated to start in September, 2017 and construction is anticipated to last approximately 551 Working Days.

The CITY is seeking qualified consultants to provide Construction Management (CM) support and Inspection services to oversee the construction of the Cajalco/I-15 Interchange Improvement PROJECT (PROJECT). The PROJECT is located within Caltrans Right of Way and will be constructed under a Caltrans Encroachment Permit and oversight. The PROJECT will have limited involvement by the designers, and the CM firm will be performing shop drawing reviews. Required services under this RFP include: Construction Management/Resident Engineer, inspection, scheduling support specialist and administrative support staff. CONSULTANT shall provide qualified personnel to perform the function of Construction Manager/Resident Engineer (CM/RE), construction inspectors (including roadway, electrical, utilities and structures), Structures Representative, CPM scheduler, Office Engineer, Landscape Architect for landscape and irrigation inspection as required by Caltrans, and electrical inspection. Furthermore, the CONSULTANT shall provide a public outreach liaison to establish and implement public outreach for this PROJECT. The CONSULTANT services shall generally include, but are not limited to: administration of the construction contract, coordination of the activities of the contractor with the services of the project design engineer, performance of quality assurance

inspections to ensure the work conforms to the Plans and Specifications; enforcement of CITY standards, policies, plans and specifications; management of independent quality assurance testing, preparation of daily construction activity reports, review of construction surveying; communications between the contractor and all other project participants; processing, collecting and maintaining of PROJECT communications and records; preparation and recommendation of contractor progress payments; preparation, review and making recommendation to CITY and Caltrans staff in regards to contractor change order requests; implementing and processing change orders; reviewing and processing claims; and monitoring of contractor's payrolls to ensure compliance with State and Federal wage/labor requirements.

The CITY may elect to use "Partnering" on this PROJECT. The selected CM team will be expected to participate in the partnering relationship to be developed between the CITY, Caltrans, and the construction contractor. PROJECT Contractor is required to provide a fully equipped field office for the CM/RE. CONSULTANT shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely.

Field Office Specifications are as follows:

Contractor will furnish and maintain a Resident Engineer's Office (Field Office), suitable for the intended purpose, for the exclusive use of the Engineer and Construction Management staff. Office shall be located within a 3-mile radius from the PROJECT site, or as approved by the Engineer. Contractor must make all arrangements for utility hook-ups, and pay all connection and monthly fees. Contractor shall be aware that theft and vandalism at the job site may be a problem. Contractor is responsible for the security of the Field Office. If for any reason, the phone, copier, facsimile machine, any office furniture, and/or sanitary facility is vandalized, stolen, or in need of repair, upon receipt of written notice by the Engineer, Contractor shall have a maximum of 5 working days to replace or repair the items to full working order. If Contractor fails to comply within the 5 working days specified, the CITY may, at its option, withhold 10% of the monthly progress payments due to the Contractor until the Field Office is returned to full and complete working order.

The Field Office must be at minimum 1,500 square foot (minimum) office facility with required utility hook ups, including electricity, potable water, sewage disposal, 2 telephone lines, multi-line speaker phones, internet service, and air conditioning. The facility must have one restroom inside the facility and shall have washing facility, partitions creating 4 interior rooms. Contractor must obtain all necessary permits, pay monthly rental fees, and obtain all rights of entry necessary.

The Field Office must be provided with a facsimile machine with a separate phone line and a copying machine capable of photocopying 11" x 17" size paper and of making color copies for the exclusive use of the Engineer and the Engineer's staff for the entire duration of the PROJECT.

The following must be furnished and supplied by Contractor for the duration of the contract:

1. Furnish, service and maintain office. The following office furniture, in new condition, must be furnished, at a minimum:
 - a. 4 ea. 30" x 60" desks with lockable drawers
 - b. 4 ea. task swivel chairs
 - c. 1 ea. conference table to accommodate 12 conference chairs.
 - d. 12 conference chairs
 - e. 6 ea. 60"H x 40"W x 16"D book shelf
 - f. 1 ea. 60" x 36" drafting table and chair
 - g. 2 file cabinets (4-drawers)

- h. Offices shall be pre-wired for computer networking with at least 2 outlets per room/cubicle.
 - i. Power supply shall be stable enough to handle electronic equipment without problems.
2. Supply utilities for office, including electricity, phone (2 lines), potable water, and DSL, Roadrunner or FIOS, as approved, internet service for the duration of the contract, including fees and maintenance.
3. Supply, service and maintain sanitary facility, and office cleaning service at minimum twice a week.
4. Facsimile machine (separate phone line) must be current model or as approved.
5. Furnish 3 current model personal computers for the duration of the contract, suitable and capable for office use, internet connected utilizing DSL service, and complete with necessary software including Microsoft Office, and Auto Cadd latest version. Personal computers may be desktops or laptops, must be new, and shall be as approved. Processors must be i7 with a Windows Experience score greater than 6.0 or as approved by the Resident Engineer.
6. Two color laser printers, HP Color Laserjet Model 2605DN (also known as Q7822A) or approved alternate. At least one Xerox Workcenter 7346 with professional finisher or equivalent multifunction printer capable of printing 11" x 17" at least 40 ppm color, fold, staple, and hole punch as approved. The printer and scanner are to be network capable with all computers. Include internet printing and scanning setup for all CITY furnished laptops and computers. All supplies and necessary maintenance for the use of the above equipment by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract.
7. Copying machine (11" x 17") capable of producing color copies. All supplies and necessary maintenance for the use of the above equipment by the Engineer shall be furnished and supplied by the Contractor for the duration of the contract.
8. Installation of 4 designated public parking spaces.
9. Installation of appropriate number of designated parking spaces for the construction manager, inspectors, general Contractors, workers, material suppliers, subcontractors and other support personnel.
10. Installation of 1 large sized unit commercial trash bin with cover and regularly scheduled pick up.
11. Field office shall have a 24" x 36" sign, white color, affixed near the door. The sign text shall read "CITY OF CORONA PUBLIC WORKS DEPARTMENT" and shall have CITY seal affixed to it. Contractor will be supplied the seals by the CITY.
12. Remove office from job site at the completion of the PROEJCT.
13. Security.
14. If office is located on private property, all property rental costs and right of entry.
15. Furnish a 20 CF refrigerator and new microwave oven with rotating table.
16. Water cooler dispenser with cold and hot water dispensers and bottled water for use with the dispenser.
17. Bottled water supply (16-20 oz.) for the duration of the PROJECT.
18. One 2TB (WD My Passport or approved equal) external hard drive with network capabilities.
19. Wireless internet service either through internet service provider or provide wireless router (Asus RT-AC66U or approved equal). Also furnish an additional 4G wireless network card.
20. Furnish all office supplies including pens, pencils, highlighters, notepads, (3) multi-outlet power strips, post-it note pads, paper clips, binder clips, rubber bands, staplers, folders, paper shredder, (2) 40 sheet capacity 3-hole puncher, (5) trash cans, copier and printer paper.
21. Two (2) dry erase whiteboard 4' x 6' or larger and dry erase markers.

22. Coffee machine with regular maintenance and delivery of coffee, creamer, sugar and artificial sweeteners.

Contractor shall meet with the Engineer prior to construction (and at any other time circumstances warrant), and together, shall mutually agree on a location for the field office. Approval of the proposed Field Office by the Engineer shall be obtained before implementation.

The Field Office must be maintained in a clean, neat and sanitary manner at all times. All sanitary paper products required for the restroom must be supplied by Contractor.

The number of project personnel and duration of the assignments will vary depending on the needs of the PROJECT. It is expected that the CONSULTANT will assign at minimum a full-time Construction Manager/Resident Engineer and 2 qualified inspectors to coordinate all contract and personnel activities for the PROJECT. Other inspection personnel may be assigned to direct and coordinate all PROJECT specific field activities and responsibilities as needed for satisfactory performance on the PROJECT. Insofar as the CONSULTANT's approach described in the Proposal, the scope of responsibility and the total number of the personnel assigned to each phase of the PROJECT is left to the discretion of the CONSULTANT and will be evaluated on the efficiency and comprehensiveness of the Proposal. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establishes the firm's ability to adequately and appropriately staff and manage the PROJECT. CONSULTANT's personnel shall be available within two (2) weeks from written notification by City and up to maximum of 6 months after City and Caltrans acceptance of the PROJECT.

Preferred minimum qualifications and experience for the Construction Manager/Resident Engineer are as follows:

- a) Licensed as a Professional Civil Engineer in the State of California for the duration of the contract.
- b) Ten years relevant construction management experience on similar highway construction/bridge construction projects.
- c) Five years' experience as a Resident Engineer.
- d) Ability to work independently and perform all construction management field office duties.
- e) Thorough knowledge of construction practices, and the ability to read, interpret, and enforce plans and specifications.
- f) Experience and knowledge of Caltrans Standard Specifications, Standard Plans, Materials Testing Manual and Construction Manual.
- g) Experience and knowledge of CITY policies and standards for traffic control, Standard Plans, Materials Testing and construction practices.
- h) Ability to make effective decisions concerning field problems and work in progress.
- i) Proficient in the use of computer application programs CADD, Word and Excel.
- j) Experience in performing schedule preparation, review, and analysis tasks using computerized CPM scheduling tools.

Preferred minimum qualifications and experience for the Administrative Support staff who will also serve as the Project Document Controller are as follows:

- a) Three years relevant experience as an administrative aide working on construction projects.

- b) Experience with project documentation requirements and document filing practices on public works construction projects, and experience in using electronic document management systems, for access to, and retention of project documents of all types.
- c) Proficient in the use of computer application programs Word and Excel, and experience with document management software such as Primavera Contract Manager, Expedition, Meridian Prolog Manager, e-Builder, or other similar document control systems.
- d) Experience with web-based systems for the storage and retrieval of shared documents and drawings.
- e) Ability to work independently and meet deadlines.

The preferred minimum qualifications and experience for the position of Field Inspector(s) are as follows:

- a) Five years construction experience on similar projects or other relevant experience.
- b) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage, and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- c) Experience and knowledge of Caltrans Standard Specifications, Standard Plans Materials Testing Manual and Construction Manual.
- d) Ability to work independently, enforce the Contract, document Contractor's performance, and perform duties in the construction field office.
- e) Ability to effectively make decisions concerning work in progress and solving field and office problems.
- f) Ability Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions.
- g) Ability Perform quantity calculations for progress pay estimates and keep project records.
- h) Proficient in the use of computer application programs Word and Excel.

The preferred minimum qualifications and experience for the position of Structures Representative are as follows:

- a) Licensed as a Professional Civil Engineer in the State of California for the duration of the PROJECT.
- b) Minimum of 3 years of relevant construction inspection and management experience on similar construction projects involving bridges, retaining walls, barriers, drainage structures, sign structures, and other structures as shown on plans.
- c) Experience and knowledge of Caltrans Standard Specifications, Standard Plans Materials Testing Manual and Construction Manual.
- d) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage, and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.

- e) Ability to perform calculations such as grade, deflection, stress, and alignment. Ability to perform calculation to check the various elements of structures (i.e. beams, columns, etc.) as used in contractor's temporary works.
- f) Ability to assist in reviewing false work plans, shoring plans, demolition plans, concrete mix designs and other submittals provided by the contractor as required by the contract documents.
- g) Ability to work independently and perform inspection duties; and ability to effectively make minor decisions concerning work in progress and solving field issues.
- h) Ability to perform soil calculations, establish surveying control line and grade as required by the established Structure Construction Office practices and procedures, ensure that the contractors materials are in compliance and as required by the contract documents, and verify field dimensions. Must be present for concrete pours and assure the concrete is cured properly. Oversee removal and placement of existing materials. Confer with contractors regarding compliance with plans, specifications, quality of work, construction activity, CALOSHA regulations.

The preferred minimum qualifications for the position of Scheduling Support Specialist are as follows:

- a) Experienced using Primavera Project Management Software (P6/P7), Primavera Project Planner (P3), SureTrack, Microsoft Project and Microsoft Office (Word, Excel, PowerPoint etc.) software.
- b) Experienced in generating, reviewing, and analyzing Critical Path Method (CPM) schedules with respect to time, resource, and cost. The CONSULTANT shall possess the experience and skills to track Contractor's submittals and CALTRANS submittals reviews, and in conjunction with schedule analysis, determine credits to State-owned Float activity for time saved on the critical path for early review of submittals. The CONSULTANT shall also possess the experience and skills to determine other savings to the critical path due to actions by City or CALTRANS.
- c) Experienced in monitoring and analyzing Contractor's performance of the work with respect to time, resource, and cost. Generating project correspondence, daily diaries, monthly contract item payments related to scheduling work, Weekly Statement of Working Days, reports, plots exhibits, other presentation materials and other items related to scheduling.
- d) Experienced in generating, reviewing and analyzing reports with respect to time, resource and cost.
- e) Experienced in generating, reviewing, and analyzing Time Impact Analyses.
- f) Experienced in providing specialized expertise for the support of review and analysis of potential claims.
- g) Experienced in negotiating issues related to construction scheduling.
- h) Experienced in conducting constructability reviews.
- i) Experienced in making presentations as needed. Providing training in areas related to scheduling.
- j) Experienced in general construction process and terminology.
- k) Working knowledge of CALTRANS plans, specifications, and manuals (Standard Plans, Standard Specifications, Construction Manual etc.)

- l) Construction scheduling support CONSULTANT shall possess excellent oral and written communications skills.
- m) A minimum of 4 years' experience performing construction scheduling for highway, or major public works projects, performing related duties as described above.

The preferred minimum qualifications for the position of Electrical Inspector are as follows:

- a) Minimum of 3 years of relevant electrical inspection and management experience on a similar highway construction project is required.
- b) Knowledge of intelligent transportation system (ITS) elements such as ramp metering systems, CCTV systems, electrical systems, highway advisory radio (HAR) systems, communication systems (wireless, hardwire & fiber-optics), changeable message signs, vehicle detection systems, traffic signal systems, transit signal priority, emergency vehicle priority, etc.
- c) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- d) Ability to work independently and perform duties in the construction field office.
- e) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
- f) Proficient in the use of computer application programs Word and Excel.
- g) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all electrical installation.
- h) Perform quantity calculations and measurement for progress pay estimates and keep daily project records.
- i) Perform calculations and measurement of electrical components.
- j) Perform design for minor changes and make design estimates for contract change orders.

The CONSULTANT, acting as an agent of CITY, shall provide administrative, management, and related services as required to plan, monitor, coordinate, enforce, and execute activities of the CITY, the Design Engineer, the Contractor, Caltrans, utility companies, local agencies, CITY's other consultants with each other to complete the PROJECT in accordance with CITY's objectives for cost, time, and quality. The CONSULTANT shall provide sufficient organization, personnel, and management to carry out the requirements of the CITY. The Construction Bid Documents requires the Contractor to provide a Resident Engineer office per Caltrans specifications. In addition to the requirements specified elsewhere in this contract, the following also shall apply:

- a) CONSULTANT shall conform to the safety provisions of OSHA's Construction and Safety Manuals.
- b) CONSULTANT's personnel shall wear white safety hard hats, safety vests, rubber-soled shoes, or other approved Caltrans attire at all times while working in the field.
- c) CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site including Highway Safety.

- d) All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.
- e) CONSULTANT shall verify compliance with the labor standards provisions of the PROJECT and the related wage determination decisions of the Secretary of Labor.
- f) All services required shall be performed in accordance with latest Caltrans regulations, policies, procedures, manuals, and Standards.
- g) If a CONSULTANT's employee is on a leave of absence or vacation, the CONSULTANT shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.
- h) The typical workday includes all hours worked by the PROJECT construction contractor, normally 40 hours per week. If ordered by the CM/RE, overtime for the CONSULTANT's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT's personnel. On days when the construction contractor, such as rain days or unsuitable weather days, does not perform work, CONSULTANT services shall not be provided unless authorized by the City's PM. The CM/RE will provide 24 hours advance notice if CONSULTANT services are not required.

A. SCHEDULE OF PERFORMANCE

It is anticipated that the Construction Manager/Resident Engineer and Administrative Aide - Document Controller will occasionally be required before the scheduled start of the Construction. Other personnel will be added when their services are required and as indicated by the CONSULTANT's accepted staffing plan. Personnel assigned to the contract on a full-time basis shall remain assigned to the contract for the duration of the contract.

Typical Construction Manager/Resident Engineer and Administrative Aide - Document Controller Pre-Construction Services shall include, but not limited to:

1. Participate in a detailed independent review of the 100% PS&E package with an in-depth field review to determine constructability and verify the following:
 - a. Review and assess the project construction schedule including the calculations of the number of working days.
 - b. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed.
 - c. Confirm that all traffic control requirements are adequately addressed.
 - d. Maintain all project files in accordance with the Caltrans or as otherwise directed by the City Project Manager.
 - e. Coordinate and ensure that updates necessary as result of the constructability review are communicated and incorporated.
 - f. Prepare Quality Management Plans, as required.
2. Pre-Construction Services.

- a. The CITY shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.
 - b. The CITY will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the CITY and a copy shall be submitted to the CITY on a CD-RW disk.
 - c. The CONSULANT shall be responsible to schedule all necessary project meetings during this period, prepare the meeting agenda, send invitation letters to required attendees, attend and chair the meetings. At the conclusion of each meeting, the CONSULANT shall prepare and distribute meeting minutes within 3 working days to the satisfaction of the City Program Manager. The PROJECT meetings shall include, but not be limited to:
 - i. Conduct meetings with affected stakeholders, utility companies, and other agencies as needed.
 - ii. Conduct field meetings with CITY staff, residents, and utility representatives as required.
 - iii. The CONSULANT shall facilitate the bidding process and assure that all Federal, State, and local contracting laws have been met.
3. Provide on job site cameras and maintenance service for the two years of construction, as an optional service.

City is requesting optional service for furnishing of cameras that allow live video streaming, DVR recording, on-demand stills, LiveView images every minute and time-lapse images/video of Project site. Also to be included the technical support service to maintain, operate and access the camera feed.

B. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR CONSTRUCTION MANAGEMENT

The Construction Manager/Resident Engineer is responsible for the technical and administrative control of the PROJECT elements, just as a Caltrans Resident Engineer is responsible for a Caltrans AAA project. In general, Construction Manager/Resident Engineer is responsible for performing the duties of the Resident Engineer as described in Caltrans Construction Manual, Encroachment Permit Manual and Local Assistance Procedures Manual. Under the direction of the CITY, the Construction Manager/Resident Engineer will assume the following functional responsibilities, and shall possess experience in all of these areas:

1. Act as the CITY's authorized representative in matters related to the construction phase of the PROJECT. Establish effective communication with the Contractor, Caltrans, utilities, business and property owners, and other stake holders.
2. Address any business owners and property owner's concern and inquiries. Maintain log of all communication.
3. Administer Construction Contract. Administer the Construction Contract between the CITY and the Contractor, and any other contract for services between CITY and service providers for work incorporated into the PROJECT.

4. Analyze the PROJECT plans and specifications for possible errors and deficiencies and report such findings to the City's Project Manager. Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City's Project Manager. If the City's Project Manager determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of "Change Orders" in accordance with CITY's and Caltrans Standards.
5. Review, monitor, train, and provide general direction for CONSULTANT's personnel. Assign personnel to the project as needed. Coordinate/communicate with the City's Project Manager, staffing needs, and ensure project support costs are within budget.
6. Maintain continuous communication with City's Project Manager, Caltrans oversight staff, field personnel and with public outreach personnel.
7. Quality Assurance. Monitor the Contractor's work, perform quality assurance inspections and prepare the proper documentation to achieve compliance with contract plans and specifications on all phases of construction, such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation, and landscaping items.
8. Perform quantity calculations for progress pay estimates and keep project records.
9. Prepare designs for minor changes and calculate estimates for contract change orders.
10. Perform analytical calculations for items such as basic earthwork and grading, and redesigning facilities to fit existing field conditions.
11. Review schedules of all types submitted by the Contractor in accordance with the Construction Contract requirements, conduct analyses and assessments of those schedules, and provide written review comments.
12. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scope of Services to retain other design services or specialty Consultants/Contractors needed during construction, including Surveying, Geotechnical and Material Testing; coordinate and schedule these services; and review proposals.
13. Perform and assist in review of contractor's Critical Path Method (CPM) schedule and construction staging plans. Provide advice and opinions to the CITY regarding the Contractors' schedules, schedule updates and the progress of the Work of the Contractor.
14. Generate special schedules and customized schedule reports, utilizing the Primavera Project Management scheduling software or other approved project management software, for use by the CITY.
15. Construction Permits. Assist Contractor in obtaining construction permits as necessary for the construction of the project.
16. Budget and Cost Control. Provide monthly monitoring of the approved PROJECT Budget and PROJECT Costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and

immediately advise CITY whenever projected costs exceed budgets or estimates, with recommend corrective action.

- 17. Cost Accounting.** Maintain cost accounting records on authorized PROJECT Work performed under unit costs, additional PROJECT Work performed on the basis of actual costs of labor and materials, or other PROJECT Work requiring accounting records.
- 18. PROJECT Work Changes.** Recommend necessary or desirable PROJECT changes to the CITY, review requests for changes by the CITY and project stakeholders and prepare change cost estimates when necessary. Determine that changes are reasonable and appropriate, submit recommendations to the CITY, and process proposed and actual PROJECT changes in accordance with agreed procedures.
- 19. Contractor Applications for Payment.** Implement procedures for the review and processing of applications for payment by the Contractor, CONSULTANT, and CITY's other service providers for progress and final payments. Prepare monthly pay requests and submit to CITY for approval. Certify Applications for Payment by the Contractor, CONSULTANT, and CITY's other service providers in accordance with the Contract Documents and agreed procedures. Advise CITY of known incomplete or unsatisfactory items of Work and obtain from the Contractor, or CITY's other service providers a schedule for correcting or completing such work. With each Contractor's, or CITY's other service provider's progress payment request or invoice, the CONSULTANT shall certify in writing that:

"Based on the Construction Manager/Resident Engineer's observations at the site of the PROJECT and on the data comprising the Application for Payment or Invoice, the Construction Manager/Resident Engineer hereby certifies that the Work has progressed to the point indicated and that, to the best of the Construction Manager/Resident Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager/Resident Engineer."

- 20. Change Orders to Construction Contract.** Monitor and manage the initiation, preparation, review and justification for Change Orders to the Contract for Work. Suggest improvements to the process that the CONSULTANT considers appropriate. The CONSULTANT shall recommend to City Project Manager Change Orders judged by the CONSULTANT to be desirable, or necessary; review all cost estimates prepared by the Design Engineer; prepare independent cost estimates, as necessary; evaluate Contractor requests for Change Orders and express a written opinion about the Contractor's entitlement to compensation and the reasonableness of the amount requested. Conduct negotiations with the Contractor and advise CITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for Change Orders. Prepare and submit for the CITY's approval the Change Order documents and supporting data prior to authorizing the Contractor to proceed with the work.
- 21. PROJECT Cost Reduction Proposals.** Monitor and aggressively manage the initiation, preparation, review and justification for PROJECT cost reduction proposals submitted by the Contractor, Design Engineer, CITY, or other PROJECT participants to affect the most

desirable benefit to the PROJECT. The CONSULTANT shall recommend to CITY cost reduction ideas judged by the CONSULTANT to be desirable, or necessary; review all estimates prepared by the Design Engineer and, if appropriate, suggest revisions; prepare independent cost reduction cost estimates, as necessary; evaluate Contractor cost reduction proposals and express a written opinion about the proposed adjustment to the Contract Sum or Contract Time. Conduct negotiations with the Contractor and advise CITY of the acceptability of the Contractor's proposed adjustment to the Contract Time or Contract Sum for cost reduction Change Orders. Prepare and submit for the CITY's approval the Change Order documents and supporting data.

- 22. Claim Review and Analysis.** Provide Contractor Claim tracking and analysis and make recommendations to CITY for Claim resolution during the duration that this Agreement is in force. All claims shall be reviewed, analyzed, and forwarded with recommendations to the CITY within 3 working days of receipt of a properly submitted claim.
- 23. Periodic PROJECT Progress Reporting.** Record the actual progress of the PROJECT. Submit a written progress report to CITY, including information on the Contractor's Work, and the entire PROJECT, indicating major work activities and the percentages of completion, and the status of any RFI's, Change Orders, and Claims in process, in a format acceptable to the CITY. The reports shall also include representative photographs of the Work noted in the narrative report that was in progress or completed during the previous month. Progress Reports are generally required monthly, but the CITY may request other periodic or special reports be prepared, as events may dictate. See "Monthly Reports" section below.
- 24. Daily PROJECT Progress Documentation.** Maintain a daily log or report containing a record of weather, Contractor's Work on the site, number of workers, Work accomplished, inspections and tests conducted, problems encountered, delays, other similar relevant data, documenting any significant issues in writing and with photographs, all in a format for permanent records acceptable to the CITY. Make the daily log available to CITY and provide copies upon CITY's request.
- 25. PROJECT Meetings.** Schedule meetings and prepare meeting agenda and minutes for pre-construction, construction, and other on-site construction related meetings of the PROJECT's team members. Lead the meetings and coordinate Work and other activities between the Contractors and other PROJECT participants. Prepare and promptly distribute meeting minutes within 3 working days. During the construction phase, a regular weekly meeting shall be conducted by the CONSULTANT at the PROJECT Site with the City Project Manager, and the Contractor. Major construction subcontractors and representatives of other PROJECT stakeholders shall be invited to the regular weekly meetings, as needed or required. Schedule, facilitate and attend City Council and public meetings as necessary.
- 26. Contractor Schedules.** Review the Contractor's preliminary schedule, the baseline schedule and all schedule updates, schedule revisions and time impact analyses submitted by the Contractor under the terms of the Construction Contract. Respond in writing to the Contractor with review comments and an acceptance or rejection determination consistent with the requirements of the Contract Documents. Include in the monthly progress report a summary-level bar chart, in a format acceptable to the CITY, the latest Contractor submitted schedule indicating, at a minimum, all staging and phasing milestone activities and contractual completion dates.

- 27. Satisfactory Performance of the Contractor.** CONSULTANT shall use its best efforts within the requirements of this Agreement and the Construction Contract to achieve satisfactory performance from the Contractor. Recommend courses of action to CITY along with documents provided to the Contractor when the requirements of the Contract are not being fulfilled, and the Contractor will not take satisfactory corrective action.
- 28. Determine Compliance of Work.** Determine that the Work of each of CITY's vendors and CITY's other service providers, and Contractor is being performed in accordance with the requirements of the Contract, Purchase Order, and/or Contract Documents. Inspect and monitor the work for defects and deficiencies. As appropriate, make recommendations to the CITY regarding special inspections or testing of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Subject to review and approval by CITY, reject Work which does not conform to the requirements of the Contract Documents. Notify the Contractor, CITY's vendors and CITY's other service providers of observed defects and deficiencies in the Work and monitor the correction of the defects and deficiencies until corrected.
- 29. Quality Assurance Inspection Services.** Provide continuous inspection of the Work of the Contractor at the site when being performed. Provide inspection of Work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents, review testing and inspection reports, and after consultation with the Design Engineer and CITY, if necessary, notify the Contractor of observed defects and deficiencies in the Work. Schedule specialty inspection services for retaining and MSE walls, electrical, bridge, or as otherwise required per Caltrans requirements.

The Construction Contract requires that the Construction Contractor develop and implement a Contractor Quality Control program that includes all contractually required material testing and special inspections to be managed and paid for by the Contractor through the use of independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation.

Consistent with the CITY's Quality Assurance Program, the CONSULTANT shall perform its inspection services in a quality assurance role through continuous inspection of the Work, and through quality assurance spot-testing, when necessary. CONSULTANT shall review, log, organize, and file copies of all Contractor Quality Control tests and inspection reports to assure that the Contractor's Quality Control Program meets all of the Construction Contract requirements. CONSULTANT shall require that the Contractor take appropriate and acceptable action when failing test reports indicate defective or non-compliant work. CONSULTANT shall maintain a tracking log that lists all notices of non-compliant or defective work issued to the Contractor and shall monitor the status of all such items until satisfactorily corrected or resolved.

- 30. Storm Water Pollution Prevention Program.** The Construction Contract Documents describe the requirements and Work related to erosion control and storm water pollution prevention measures. CONSULTANT shall review and coordinate other required agency reviews of the Contractor's submitted Storm Water Pollution Prevention Program and provide review comments and an acceptance or rejection determination. CONSULTANT

shall inspect and document the inspection of the erosion control measures and storm water pollution prevention program work on a regular basis and cause the Contractor to immediately correct any deficiencies.

- 31. Safety Program.** Review the Contractor's submitted Safety Program and Injury and Illness Prevention Program and provide review comments and an acceptance or rejection determination consistent with the Construction Contract requirements and CITY Safety Program requirements. Review any periodic safety inspection reports prepared by the Contractor, or others. Notify the Contractor and the CITY of safety violations observed during the CONSULTANT's inspection of Work or review of inspection reports.
- 32. Submittals and Samples.** Receive from the Contractor and review for compliance with submittal procedure requirements all Submittals and Samples. Coordinate them with information contained in related documents and transmit to the Design Engineer, or other approving authority, as appropriate. In collaboration with the Design Engineer, establish and implement procedures for expediting the processing and approval of Submittals and Samples. Prepare weekly tracking reports representing new Submittals submitted for the past week, Submittals which have been reviewed and approved, and which Submittals are being reviewed by what party. Communicate to the CITY unsatisfactory progress on Submittals and Samples which have cost or time consequences.
- 33. Requests for Information.** Receive from the Contractor and forward to the Design Engineer (if approved), or other appropriate party as required, any Contractor requests for information (RFI) of the meaning and intent of the Plans and Specifications or Contract requirements, and assist in the resolution of questions which may arise. The CONSULTANT shall respond to the Contractor directly if the reply can be determined by the CONSULTANT's review of the Contract requirements. CONSULTANT shall receive all RFI replies, evaluate the reply for completeness and return the reply to the Contractor. CONSULTANT shall prepare weekly tracking reports listing new RFI's issued for the past week, RFI's which have been resolved, and outstanding RFI's yet to be resolved by the CONSULTANT, Design Engineer, or others. Communicate to the CITY RFI's which threaten the progress of the project or which represent cost implications.
- 34. Tracking Logs.** Develop and maintain tracking logs on a daily basis indicating the current status of all action items including RFI's, change proposals, change orders, change directives, submittals, non-compliant QC tests, non-compliant or defective work, and other processes, as necessary, in a format acceptable to the CITY. Provide paper and electronic copies of log reports to the CITY and Design Engineer upon request and as required as part of periodic reports.
- 35. PROJECT Record Documents.** Maintain at the on-site Project office, on a current basis: a record copy of all Contracts, Drawings, Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Make all records available to CITY and the Design Engineer. At the completion of the PROJECT, deliver all such records to the CITY organized and boxed in a manner acceptable to the CITY. Ensure compliance with Caltrans and federal requirements.

- 36.** Prepare all submittals, checklists and forms as requested by Caltrans Manuals and other federal requirements. Follow Caltrans Construction Manual, Encroachment Permit Manual and Local Assistance Procedures Manual for list of submittals, checklists and forms to be reviewed and approved by Caltrans oversight.
- 37.** PROJECT Communications and Document Control. All written and electronic communications between the Contractor and CITY and between the Contractor and Design Engineer related to the PROJECT shall flow through the CONSULTANT. As the CITY's agent, the CONSULTANT shall manage the Contractor's communications and submissions directed to the CITY or Design Engineer, forward the submissions, inquiries and requests to the appropriate party for a response, receive the reply, evaluate the reply for completeness, respond to the Contractor, and endeavor to ensure that the Contractor's submissions, inquiries and requests are responded to in a timely manner. CONSULTANT shall create, maintain, file and store all PROJECT correspondence, records and documents in accordance with the CITY's Document Control System.
- 38.** Punchlist Preparation and Completion. When the CONSULTANT considers the Contractor's Work or a designated portion thereof substantially complete, the CONSULTANT shall oversee the preparation by the Contractor of a list of incomplete or unsatisfactory items and a schedule for their completion. The CONSULTANT shall conduct, with the assistance of the Design Engineer, and representatives of the CITY or applicable agencies, final inspections of the Work and the CONSULTANT shall issue the punch list. The CONSULTANT shall monitor the Contractor during the correction and completion of the punch list Work and coordinate re-inspections until all items are corrected or approved.
- 39.** Equipment Commissioning. In cooperation with the CITY and participation by the CITY's Department of Water and Power or Public Works personnel, observe and advise the CITY of the Contractors' checkout of utilities, operational systems and equipment for readiness and assist in their proof testing, commissioning and turn-over to the CITY or Caltrans having jurisdiction over the facility. Oversee and manage the commissioning process to ensure a complete operating facility upon Substantial Completion.
- 40.** Close-Out Process. Evaluate the completion of the Work of the Contractor and make recommendations to the CITY with regard to the Contractor's compliance with all project close-out requirements and final completion of all Work of the Construction Contract. Secure and transmit to CITY required guarantees, affidavits, releases, bonds, lien waivers, keys, excess stock, spare parts, operation and maintenance manuals, record drawings and other PROJECT close-out documents required by the Construction Contract Documents.
- 41.** PROJECT Status Reports. Prepare written PROJECT status reports during the construction phase in a format acceptable to the CITY on a weekly and monthly basis describing the status of the PROJECT. The date of the report shall be the last day of the month, or other date acceptable to the CITY. Four paper copies, and one electronic copy in Adobe Acrobat format, shall be submitted to the CITY within 7 calendar days after the date of the report.

Information contained in the report shall include, but not be limited to:

- a.** PROJECT summary,

- b. PROJECT schedule status – compare actual progress to objectives, including a summary-level bar-chart showing previous update targets and current schedule update,
 - c. Description of the Contractor Work activities planned to be performed next week and month,
 - d. Status of all Submittals, RFI's, Change Orders and Claims in process, including copies of tracking logs,
 - e. A description of any new Contractor notices of Claim,
 - f. PROJECT budget status and estimate of probable cost,
 - g. Identification of risks to the PROJECT, and
 - h. Any performance problems of the Contractor.
42. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in electronic and hard copies.
43. Deliver a final completed project to the CITY and Caltrans which is in compliance with the PS&E package, and all applicable codes, standards, and requirements.
44. Provide a redline set of as-built plans to the Design Consultant to place as-built information on the Mylars.
45. Assist in coordination and scheduling of utility relocation work.

C. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR INSPECTION SERVICES.

The number of CONSULTANT inspection personnel required for the PROJECT is expected to fluctuate based on the needs of the PROJECT. CONSULTANT shall perform construction inspection services, as well as office engineering and field calculations to support the construction of the PROJECT. In general, the CONSULTANT Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the PROJECT. The CONSULTANT Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The CONSULTANT Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other CITY personnel; promote quality customer service; and respond promptly and courteously to requests. The CONSULTANT Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the Resident Engineer, each Field Inspector will assume the following functional responsibilities and shall possess experience in all of these areas:

- 1. Perform and assist in performing the daily duties of construction quality assurance inspection and engineering including: paving, drainage, base, and sub-grade inspection, structures inspection, electrical inspection, welding inspection, drainage system inspection, sanitary sewer and water (potable & non-potable) mainline inspection, signing and striping inspection, landscaping inspection, quantity calculations, checking grade and alignment,

monitoring construction traffic control, observing materials sampling and testing, and ensuring that all work is in compliance with PROJECT plans and specifications and per federal, state and local requirements.

2. Prepare daily activities reports.
3. Identify actual and potential problems associated with the PROJECT and recommend sound engineering solutions to the CITY.
4. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
5. Prepare calculations, records, reports, and correspondence related to PROJECT activities.
6. Assist in the preparation of "As-Built" plans and other record documents.
7. Analyze the PROJECT Plans and Specifications for possible errors and deficiencies and report such findings to the Construction Manager/Resident Engineer, who will notify the CITY. If the CITY determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of changes to the Work.
8. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. The CITY will employ and pay for the services of independent third-party testing laboratories and inspectors certified and accredited by the State of California Department of Transportation to perform all contractually-required testing and special inspections. CONSULTANT's inspectors shall observe and report on the performance of all tests and special inspections performed by the Contractor's independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements (federal, state and local) requirements.
9. Assist the City Project Manager with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and PROJECT events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders.
10. Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
11. Assist in review of Contractor's schedule update data and status reports.
12. Perform and assist in performing Storm Water Pollution Prevention Plan (SWPPP) compliance inspections and related duties.
13. Perform and assist in performing Environmental Mitigation Plan compliance inspections and related duties.

14. Report promptly to the Construction Manager/Resident Engineer and notify the Contractor of safety violations or traffic control issues observed during the inspection of Work.
15. Coordinate and schedule utility serviced for the irrigation and electrical controller cabinets.
16. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water surveyor as necessary for the project.
17. Schedule with the CITY's Traffic Operations Supervisor and Caltrans to inspect new and modified traffic signals. The CONSULTANT shall be responsible to document all work, including the Traffic Supervisor's inspection on the CONSULTANT's Daily Diary.
18. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
19. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
20. Fill out incident (accident) reports.
21. Take and promptly store pictures of the PROJECT on daily basis.
22. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
23. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a 1-hour lunch break; however, the Contractor may be allowed to start earlier or work later to minimize disruption to businesses. Intersection work may be performed at night with prior written authorization from the City.
24. Perform other related duties as required.
25. Maintain continuous communication with the Resident Engineer and other field personnel and staff.

D. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR STRUCTURES REPRESENTATIVE.

The structure representative is responsible for performing the duties of the structure representative as described in Section 1- 105C, "Structure Representative," of the *Construction Manual* and as detailed in Caltrans Guidelines for "Local Agency Structure Representative".

CONSTRUCTION MANAGEMENT AND INSPECTION DELIVERABLES

CONSULTANT shall create and maintain the following documentation and deliverables:

1. Daily inspection reports, Statement of Working Days, and extra-work diaries.
2. Monthly CONSULTANT progress reports prepared by the CONSULTANT's Construction Manager/Resident Engineer.
3. Approved Construction Contract progress payment and quantity documents delivered to the CITY no later than 5 working days after the day specified as the payment application

cut-off date or 5 working days after the date that all information is provided by the Contractor, whichever is later.

4. Approved final payment quantity documents delivered to the CITY no later than 10 working days after acceptance of the completed construction project by the CITY or 10 working days after the date that all information is confirmed by the Contractor, whichever is later.
5. Field measurement reports, and all reports, calculations and other applicable documents prepared for the PROJECT as required by CITY procedures.
6. All reports, calculations, and other applicable documents prepared for the PROJECT.

E. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES FOR ADMINISTRATIVE SUPPORT SERVICES/OFFICE ENGINEER.

Under the direction of the Resident Engineer, the Administrative Aide - Document Controller will assume the following functional responsibilities, and shall possess experience in all of these areas:

1. Manage the flow of correspondence and all other PROJECT documentation required to be managed by the CONSULTANT.
2. Assist the CONSULTANT staff by performing administrative tasks as instructed.
3. Log the issuance or receipt, and the disposition and processing steps, of all documents such as RFI's, VECP's, change order requests, submittals, change directives, change orders, deficiency notices, and other documents that are required to be tracked until accepted, approved or resolved.
4. Ensure that all documentation and records are being maintained and properly stored for easy retrieval at all times in accordance with the CALTRAN's Document Control System.
5. Monitor the creation of documentation and reports required of the CONSULTANT staff, notify the Resident Engineer of any deficiencies, and endeavor to resolve those documentation issues and fill any gaps.
6. Assist the CITY, Resident Engineer, Inspectors and other PROJECT participants in accessing and obtaining project documentation.
7. Maintain the record copies of the following:
 - a. Plans, specifications, and contract documents with all changes and modifications.
 - b. Permits
 - c. SWPPP
 - d. Addenda(s), change order(s), shop drawings, product data, submittals and samples.
 - e. Inspector's Daily Reports, Statement of Working Days and material tickets
 - f. Progress payments, inventories and applicable codes.
 - g. Contractor's reports, correspondence, certified payrolls and accident reports.

8. Conduct interviews with Contractor's and subcontractor's employees to ensure labor compliance as described in the Caltrans LAPM.
9. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates and verify proper payment in compliance with the PROJECT Specifications.

F. MEETINGS/PUBLIC INVOLVEMENT

The selected CONSULTANT will provide experienced personnel to promote and coordinate at least 2 public workshops/public information meetings to inform the public about the PROJECT. CONSULTANT shall provide written and electronic handouts, presentations, displays, mailers, and other materials necessary to support the public meetings, creation and dissemination of monthly updated PROJECT fact sheets, scheduled traffic advisories, maintenance of PROJECT database and respond to public inquiries. Create and maintain PROJECT webpage.

The selected CONSULTANT is expected to make presentations at City Council Meetings and/or Committees at least 4 times to inform City Council about the PROJECT, PROJECT progress, proposed architectural treatments, proposed landscape, etc. CONSULTANT shall provide written and electronic handouts, presentations, displays, mailers, and other materials necessary to support the public meetings.

CONSULTANT shall conduct trend meetings with the CITY's Project Manager and other interested parties, as requested by the CITY, on a monthly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of services, and future PROJECT objectives. CONSULTANT shall be responsible for the preparation and distribution of meeting agendas to be received by the CITY and other attendees no later than 3 working days prior to the meeting.

G. PHASES OF WORK

The services performed by CONSULTANT will be accomplished in two Phases:

- Phase I – Construction Support
- Phase II - Construction Close-Out

H. STANDARDS

The PROJECT plans, specifications, and estimates are prepared in accordance with CALTRANS' regulations, policies, procedures, manuals, and 2010 standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads are prepared in accordance with CITY standards in lieu of CALTRANS standards as directed by CITY. All Documents shall be prepared using US standards and dimensions.

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. Exhibits may be produced on 11" x 17", but should also be bound in the submittal document. 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 50 pages in length, excluding any exhibits, resumes and appendices.

2. Letter of Transmittal

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

- Identification of CONSULTANT, including name, address and telephone number;
- Proposed working relationship between CONSULTANT and subcontractors, if applicable;
- Acknowledgment of receipt of all RFP addenda, if any;
- Name, title, address, email address, and telephone number of CONSULTANT's contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- Signature of a person authorized to bind CONSULTANT to the terms of the proposal.
- Identification of proposed sub-consultants, including legal company name, whether the firm is a certified Disadvantage Business Enterprise (DBE), and contact person's name, address, email address and phone number. Working relationship between CONSULTANT and subcontractors, if applicable.

3. 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; professional and educational qualifications; experience with Caltrans and FHWA; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. CONSULTANT shall:

- a. 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;
- b. 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;

- c. 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;
- d. Identify sub-consultants by company name, address, contact person, telephone number, and PROJECT function and specifically describe CONSULTANT's experience working with each sub-consultant; and
- e. Provide, at a minimum, three (3) references from the projects cited as related experience; reference shall furnish the name, title, address, email 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.

4. Proposed Staffing and PROJECT Organization

This section of the proposal should establish the method, which will be used by the CONSULTANT to manage the PROJECT as well as identify key personnel assigned. CONSULTANT is advised that its team will be working under the oversight and direction of the City's Project Manager and Caltrans construction oversight. CONSULTANT shall:

- a. Provide education, experience and applicable professional credentials of proposed PROJECT staff.
- b. Furnish brief resumes, not more than three (3) pages, and a minimum of three (3) references, for the proposed Construction Manager/Resident Engineer and not more than two (2) pages, and a minimum of three (3) references, for all other key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work.
- d. Include a PROJECT organization chart which clearly delineates communication/reporting relationships among the PROJECT staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.
- f. 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.
- g. Include a statement identifying the status of past and present contracts where the firm has either provided services as a consultant or a subconsultant during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation.

5. 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:

- a. Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the CONSULTANT's ability to accomplish the PROJECT objectives and overall schedule.

- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Furnish a project schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- d. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation to the PROJECT by individual task.
- e. Identify methods that CONSULTANT will use to ensure quality control as well as budget and schedule control for the PROJECT.
- f. Identify any special issues or problems that are likely to be encountered in this PROJECT and how the CONSULTANT would propose to address them.
- g. CONSULTANT is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

6. 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 or contractual 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.

7. Time Extensions

There will be no time extensions for routine delays in PROJECT development design, plan check, or permit processing. These must be anticipated in your fee. Time extensions will only be authorized in writing as a change order to the Contract when due to **major** changes in Scope of Services, unavailability of essential information or delays by others.

8. Alternative Work Schedule

The CONSULTANT should discuss the PROJECT schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Schedule Section of the proposal. CITY is under no obligation to consider such an alternative schedule.

9. Fee Proposal

The top-ranked CONSULTANT will be requested to submit a cost proposal. Alternatively, if time is of the essence; cost proposals may be requested from all of the CONSULTANTS on the shortlist within 2 days after receipt of notification from CITY. After review of the cost proposal, the CITY begins the negotiations with the most qualified CONSULTANT. If agreement cannot be reached, then negotiations proceeds to the next most qualified CONSULTANT. Each CONSULTANT's cost proposal must remain sealed until negotiations commence with that particular CONSULTANT. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the CITY. CONSULTANT fee proposal will be presented in format of a **quarterly cash flow** needs to pay for the services to be rendered.

Items typically negotiated include:

- Work plan
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Cost items, payments, and fees

10. 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.

11. Insurance

The CONSULTANT shall submit evidence of ability to provide insurance in the amounts and with coverage's as required pursuant to Section 3.2.10 Insurance et seq. in the Form of Agreement found in Section VI.

12. 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 Business License prior to award of Agreement. The Business License is not required for submission of a proposal.*

13. Non-Collusion Declaration

CONSULTANT shall complete and sign the "Non-Collusion Declaration" and the "Acknowledgement of the Terms and Conditions of the City of Corona Professional Services Agreement" on the following pages and submit with proposal. **The Non-Collusion Declaration shall be notarized.**

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)

ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS
OF THE CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented and without exception, for the City's RFP No. 17-050LB.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

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.
FORM OF AGREEMENT
CITY OF CORONA**

**SAMPLE AGREEMENT – DO NOT EXECUTE
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 **Construction Management (CM) and Inspection Services for the Cajalco/I-15 Interchange Project, No. 56-1203** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Construction Management and Inspection** 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

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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 *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“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 and costs 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

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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 sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants 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

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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 Sub-consultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and sub-consultants 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 sub-consultants 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

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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 sub-consultant, 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 sub-consultants, 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 sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant 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 sub-consultants. Consultant shall also require all of its sub-consultants to procure and maintain the same insurance for the duration of the Agreement. If the Consultant maintains broader coverage and/or higher minimum limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Such insurance shall meet at least the following minimum levels of coverage:

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(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*: **\$5,000,000** 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 occurrence or claim and **\$3,000,000** aggregate, 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

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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 has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; 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. Consultant's failure to either obtain an endorsement providing thirty (30) days' prior written notice of cancellation or to forward the City any notice of cancellation issue to Consultant shall be considered breach of contract.

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 sub-consultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its sub-consultants 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 sub-consultant 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 Sub-consultants. Consultant shall require all sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant 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 sub-consultants, 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.

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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

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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 Sub-consultants; 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 sub-consultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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 sub-consultants 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

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shall cause its employees or sub-consultants 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***]

Recommended By:

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

Attest:

Lisa Mobley, City Clerk
City of Corona, California

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***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

EXHIBIT "C"
COMPENSATION