

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH WILLDAN ENGINEERING  
(LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES, CIVIL ENGINEERING, LAND  
SURVEYING, GRANT WRITING, MATERIAL TESTING AND SPECIAL  
INSPECTION SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL  
CONSULTING SERVICES, RFP 24-069AS)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“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 Willdan Engineering, a California corporation with its principal place of business at 2401 E. Katella Avenue, Suite 300, Anaheim, CA, 92806 (“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 on-call engineering and professional consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the On-Call Engineering and Professional Consulting Services, RFP 24-069AS project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

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

**3. TERMS.**

### **3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from \_\_\_\_\_ to June 30, 2027 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Consultant.**

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Principal-in-charge: Tyrone Peter; For Landscape Architecture and Irrigation Design: John Hidalgo; For Construction Management and Inspection Services: Mike Bustos; For Civil Engineering: Ronald Stein; For Land Surveying: Jocelyn Limas; For Grant Writing: Nicolle Spann; and for Material Testing and Special Inspection Services: Chien-Chang Chen.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director, 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 Tyrone Peter or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the

adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

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

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-

subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any

and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

### 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** minimum; per occurrence for bodily injury, personal injury, advertising 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** minimum; 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** minimum; 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, **\$2,000,000** aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). 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) Waiver of Subrogation – 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.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the

insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, 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.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 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.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

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 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 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 Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) per fiscal year (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any

authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

### **3.6 General Provisions.**

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

**Consultant:**

Willdan Engineering  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA, 92806  
Attn: Tyrone Peter

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Savat Khamphou, Public Works 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. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, 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. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT 2 PAGES]**

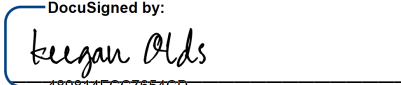
**CITY'S SIGNATURE PAGE FOR**

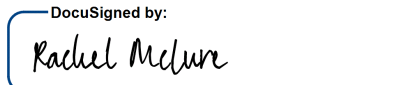
**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH WILLDAN ENGINEERING  
(LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES, CIVIL ENGINEERING, LAND  
SURVEYING, GRANT WRITING, MATERIAL TESTING AND SPECIAL  
INSPECTION SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL  
CONSULTING SERVICES, RFP 24-069AS)**

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

**CITY OF CORONA**

By:   
Savat Khamphou  
Public Works Director/City Engineer

Reviewed By:   
Keegan Olds  
Acting CIP Manager

Reviewed By:   
Rachel McLure  
CIP Supervisor

Reviewed By:   
Tracy Martin  
Senior Project Manager

Reviewed By:   
Yasmin Lopez  
Purchasing Manager


Attest: \_\_\_\_\_  
Sylvia Edwards, City of Corona, CA  
City Clerk

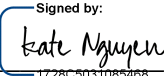


**CONSULTANT’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH WILLDAN ENGINEERING**  
**(LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, CONSTRUCTION**  
**MANAGEMENT AND INSPECTION SERVICES, CIVIL ENGINEERING, LAND**  
**SURVEYING, GRANT WRITING, MATERIAL TESTING AND SPECIAL**  
**INSPECTION SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL**  
**CONSULTING SERVICES, RFP 24-069AS)**

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

**WILLDAN ENGINEERING**  
A California corporation

By:   
\_\_\_\_\_  
Vanessa Munoz  
President

By:   
\_\_\_\_\_  
Kate Nguyen  
Secretary

## **EXHIBIT "A"** **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 On-Call Engineering and Professional Consulting Services necessary for the Project. The Services are more particularly described herein.

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

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

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

### **LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN**

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

1. Provide landscape planning and design services for new facilities or modifications to existing facilities.
2. Perform preliminary siting, grading and landscaping layout evaluations and recommend preferred sites and layouts.
3. Provide topographical and field surveying to establish base topographical mapping.
4. Conduct site and field investigations to verify locations of existing and proposed facilities.
5. Utility and agency coordination.
6. Prepare sketches, renderings, and materials boards providing alternative landscaping concepts, designs, and options that can be applied to project requirements.
7. Prepare construction drawings providing demolition, hardscape, irrigation and planting plans and details.
8. Provide technical specifications for planting and irrigation materials and methods.

9. Prepare construction cost estimates.
10. Provide landscape architectural and irrigation support during bidding and construction of projects.
11. Provide record drawings.

### **CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

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

The proposed construction management team shall be well versed in all aspects of construction administration including, but not limited to project scheduling, project controls and project management, and partnering and claims resolution to ensure project completion on time and within established budget. Consultant shall provide qualified construction managers with significant experience in construction inspection of work typical for water, water reclamation, sewer, and electrical facilities construction. Consultant shall provide the following personnel and services:

1. Pre-Construction Assistance
  - a. Prior to the start of the project, the Construction Manager (CM) shall be responsible for conducting a bid analysis to determine the lowest responsible bidder for the project. Additional tasks may include assisting in the preparation of staff reports for City Council.
  - b. Review and identify any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City Staff and clarified prior to construction starts.
  - c. Attend pre-bid, pre-construction, and pre-operation meetings.
2. Construction Administration
  - a. Coordinate with the City to define the roles and responsibilities during construction and develop a construction management plan.
  - b. Schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems, and scheduling. Prepare and promptly distribute minutes.
  - c. Manage the Construction Management Software PROCORE, coordinating with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team. City will provide access to PROCORE.
  - d. Shall be responsible for ensuring that all building permits, special permits, if required, are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
3. Submittal/RFI Review
  - a. Review of completeness and quantity of all required shop drawings, product data, samples and other submittals. Shall transmit the Submittals to City staffing for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
  - b. Develop, maintain, and manage all submittal/RFI logs.

- c. Determine the workflow on PROCORE for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.
4. Change Order Review
  - a. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.
5. Progress Payments
  - a. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
  - b. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
  - c. Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.
6. Inspections
  - a. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.
  - b. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
  - c. Facilitate and coordinate inspection by representatives of other agencies.
  - d. Evaluate the completion of the work of the contractor and make recommendations to the City when work: is ready for final inspection. Assist the City in conducting final inspections.
  - e. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
  - f. Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.
  - g. Submit electronic daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.

- h. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
- i. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of potential issues.

7. Claims

- a. Coordinate with City staff and consultants on claim matters.
- b. Claims submitted by the contractor must adhere to the Public Contract Code Section 10240 and 20104.
- c. Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim. Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

8. Project Closeout

- a. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- b. Provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

9. Public Outreach

- a. CM shall coordinate with City staff to communicate with the community regarding impacts related to the construction project.
- b. On an as-needed basis, attend and co-lead community meetings inform the community of project schedule.

10. Federal Requirements

- a. Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.

**CIVIL ENGINEERING**

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

1. Prepare engineering plans, specifications and calculations signed by a professional engineer, registered in the State of California.
2. Prepare technical specifications for materials and methods for specific projects and for the City's standard specifications library.

3. Prepare preliminary and final design plans and specifications for projects such as, but not limited to:
  - a. Driveways, sidewalks, parking lots and access roads
  - b. Street improvements with cross sections
  - c. Striping and traffic signals
  - d. Concrete pads for mounting equipment
  - e. Site grading, drainage and paving improvements
  - f. Slope stabilization
  - g. Bridges (pedestrian and vehicular)
  - h. Site development
  - i. Park development
  - j. Storm drain systems
  - k. Water Quality Management Plans (WQMPs)
  - l. Stormwater Pollution Prevention Plans (SWPPPs)
  - m. Construction specifications
  - n. Americans with Disabilities Act (ADA) improvements
4. Develop and detail a project management plan including information and coordination with other agencies to ensure compliance and completion of PS&E packages. The plan shall include a schedule and a timeline of milestones.
5. Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions.
6. Conduct an environmental assessment for each project and prepare all documentation required to comply with California Environmental Quality Act (CEQA), and/or National Environmental Protection Act (NEPA).
7. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer responsible/in-charge of the project.
8. Prepare engineering plans, specifications and calculations signed by a professional engineer, registered in the State of California.
9. If included in the on-call project scope, upon completion of construction, the Consultant shall prepare as-built plans and submit them to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations.
10. Attend meetings with the City staff as required and as necessary.
11. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor-quality work will not be accepted. The Consultant shall revise the documents within a revised schedule set by the City, which may require overtime. No additional compensation necessary for the consultant to complete this work to the satisfaction of the City shall be approved by the City for the required revisions. It is the responsibility of the Consultant to produce a professional-level quality of work product.

### **LAND SURVEYING**

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

A California-licensed land surveyor shall be in responsible charge of all survey work performed. The selected Consultant shall demonstrate the ability and experience to provide the City with the following services as described herein:

1. Prepare legal descriptions, plats and maps for subdividing property.
2. Research existing County and City records for survey monuments within the project area. Prior to any clearing, removal, or excavation efforts, perform a diligent search for property line monuments, street centerline monuments, and benchmarks within the project area, recording their identities and precise locations in reference to monuments or witness monuments that will not be disturbed during construction. The records of these monuments and references shall conform to Section 8771 of the Business and Professions Code of the State of California. After completion of the construction, any monument disturbed or removed during construction shall be reset, conforming to Section 8771. Each centerline intersection shall be drawn on a single Corner Record showing local tie points and tie distances. A pdf copy of the final receded Corner Record shall be submitted to the City.
3. Perform boundary line adjustments.
4. Perform monument perpetuation/preservation in areas that will be impacted by City projects. Includes site investigation for existing monumentation, with a report provided to the City with recommendations.
  - a. May include pre- and post-construction records.
5. Set boundary markers or property corners, also known as monuments.
6. Retrace boundaries for fences and other purposes.
7. Locate, relocate, establish, reestablish, or retrace, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries.
8. Prepare legal descriptions and information shown with the description of any deed or other title document.
9. Prepare Record of Surveys.

### **Map Checking Services**

1. Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
2. Prepare maps or plats
3. Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
4. Review title report and existing easements for correct plotting and references.
5. Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
6. Provide a set of redline check prints showing the redlined comments.
7. Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
8. . Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps

### **Construction Services**

1. Stake the location of fixed engineering works for construction purposes. Provide construction staking for project improvements. Records of the line and grade stakes (cut sheets) shall be on forms provided by the City, and the originals shall become the property of the City upon completion of each survey request. The City will provide digital construction plans and specifications for each project.
2. Set line and grade stakes in accordance with the plans and specifications. Notify the City immediately of any discrepancies or design errors discovered on the plans during staking or when verifying the line and grade of existing improvements at join points.
3. Complete the construction staking within the time frame as specified, commence the staking no longer than two working days from receipt of the request, providing continuous service until the request is complete.
4. Furnish all office support, labor, materials, equipment, tools and incidentals necessary to complete the specified surveys. The costs for these items shall be included in the hourly or lump sum costs and no additional compensation will be allowed therefor.

### **Miscellaneous Services**

1. Investigate boundary discrepancies
2. Locate, relocate, establish, reestablish, or retrace the alignment or elevation for any of the fixed works embraced within the practice of civil engineering
3. Determine contours of the earth's surface for topographic maps
4. Photogrammetric surveying or aerial topographic mapping or aerial photography
5. Provide Professional Land Surveying services as requested. A detailed scope of work will be outlined when specific project is assigned to the consultant. Services shall include, but are not limited to, cross-sections, intersection grids, centerline determination, digital terrain models (dtm), right of way determination, utility profiles and exhibits.
6. Horizontal control shall be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values shall be provided in U.S. Survey Feet. The County control points shall determine the Basis of Bearing for the project.
7. Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations shall be provided in U.S. Survey Feet.
8. Horizontal alignment(s) for the project shall be tied to the survey centerline monuments within the project area.
9. With the coordinate values, a full location and detailed description, including point character with reference(s), shall be provided for all found and set monuments for the project. For this purpose, a sketch of the control network is required.
10. Copies of all survey field notes and raw data files shall be provided along with a listing of the final coordinates for all surveyed points. The digital file format for the listing shall be: point number, northing, easting, elevation, description (comma delineated with no spaces, one point per line). The coordinate precision shall be one hundredth of a foot.
11. At any given time the City may need to mobilize survey crews to different project sites, the consultant shall have a minimum of three (3) survey crews for mobilization



## **GRANT WRITING**

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

1. Research and identify funding sources matching the needs of the City.
2. Review grant application guidelines and prepare a workplan.
3. Coordinate with City staff to prepare support documents for various grants.
4. Prepare grant applications and support documents to be submitted to the funding agencies.
5. Provide guidance and advise to staff on grant laws and requirements.
6. Review, prepare, and monitor funding reimbursement requests for assigned agreements.
7. Assist in the preparation of closeout reports and grant audit files as requested.
8. Prepare grant agreement addendum as necessary.

The City will pursue the following funding programs:

- a. Building Resilient Infrastructure and Communities (BRIC)
- b. Bridge Investment Program (BIP)
- c. Congestion Relief Program (CRP)
- d. Healthy Streets Program
- e. Nationally Significant Freight and Highway Programs (INFRA Grants)
- f. Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT)
- g. Railroad Crossing Elimination Program
- h. Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
- i. Reconnecting Communities and Neighborhoods (RCN)
- j. Safe Streets for All
- k. Stopping Threats to Pedestrians (STOP)
- l. Active Transportation Program (ATP)

## **MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

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

The City desires to retain testing and inspection consultants to provide quality assurance services for upcoming construction projects. These projects include street pavement, traffic signals, underground utilities, buildings, bridges, parks, and facilities improvements. The required services shall include, but are not limited to, the following:

1. Provide field inspections and compaction tests for trench backfill, grading, and asphalt concrete pavement construction. Submit daily field reports to the City and final report at the completion of work.
2. Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the project specifications, Standard Specifications for Public Works Construction, and Caltrans Standard Specifications.
3. Perform the following tests on various construction materials:
  - a. Mix Designs
  - b. Portland Cement Concrete
  - c. Concrete Masonry

- d. Brick Masonry
  - e. Masonry Prisms
  - f. Mortar and Grout
  - g. Fireproofing
  - h. Soils and Aggregates
  - i. Asphalt Concrete
  - j. Reinforcing Steel
4. Recommend testing method on defective work and advise the City of acceptance standards.
  5. Provide source inspections for concrete and asphalt concrete at mixing plants, and in advance for the required inspections and tests.
  6. The testing laboratory shall be under the supervision of a registered engineer with experience in inspection and testing of construction materials. This engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
  7. The selected firm(s) shall maintain laboratory testing equipment in accordance with recognized national standards.
  8. Correlation Testing Program: The Materials Laboratory shall be a participant in one of more of the following testing programs:
    - a. AASHGO Materials Reference Laboratory (ARML)
    - b. Cement and Concrete Reference Laboratory (CCRL)
    - c. Caltrans' Reference Samples Program (RSP)

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

The contract term shall be effective on or about \_\_\_\_\_ through June 30, 2027 with one (1) additional three-year option renewal period, on an as-needed basis, with no guaranteed usage for on-call professional engineering and/or on-call professional consulting services. Pricing shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

- **Option 1, if exercised, shall be effective July 1, 2027 through June 30, 2030.**

Option year pricing shall be negotiated by the Parties prior to commencement of each additional three-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

**EXHIBIT “C”  
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

**The total compensation of \$2,750,000 per fiscal year breakdown is as follows:**

	<b>Discipline</b>	<b>Total Amount Per Fiscal Year</b>
1.	Landscape Architecture and Irrigation Design	\$500,000
2.	Construction Management and Inspection Services	\$750,000
3.	Civil Engineering	\$750,000
4.	Land Surveying	\$250,000
5.	Grant Writing	\$250,000
6.	Material Testing and Special Inspection Services	\$250,000

**[CONSULTANT RATES ON THE FOLLOWING PAGES]**

**CONSULTANT HOURLY RATES:**

<b>DESIGN ENGINEERING</b>		<b>BUILDING AND SAFETY</b>		<b>CONSTRUCTION MANAGEMENT</b>	
Technical Aide I	\$81	Assistant Code Enforcement Officer	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$160
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$167
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128	<b>INSPECTION SERVICES</b>	
Designer II	\$179	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer ***	\$159
Senior Designer II	\$197	Assistant Building Inspector	\$143	Senior Public Works Observer**	\$143
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer ***	\$159
Senior Design Manager	\$206	Senior Building Inspector	\$173	<b>MAPPING AND EXPERT SERVICES</b>	
Project Manager I	\$186	Supervising Building Inspector	\$189	Survey Analyst I	\$147
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst II	\$169
Project Manager III	\$217	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Project Manager IV	\$234	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Principal Project Manager	\$238	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	<b>LANDSCAPE ARCHITECTURE</b>	
Program Manager II	\$209	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Program Manager III	\$228	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer I	\$141	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer II	\$157	<b>PLANNING</b>		Principal Landscape Architect	\$204
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Project Manager	\$238
Assistant Engineer IV	\$175	CDBG Specialists	\$103	<b>ADMINISTRATIVE</b>	
Associate Engineer I	\$184	CDBG Analyst	\$122	Administrative Assistant I	\$99
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant II	\$120
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant III	\$140
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Project Accountant I	\$112
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant II	\$132
Senior Engineer III	\$207	Assistant Planner	\$162	Project Controller I	\$140
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller II	\$158
Supervising Engineer	\$219	Senior Planner	\$200		
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238	Director	\$249		
Deputy Director	\$243	Principal Engineer	\$270		

\*\* For Non-Prevailing Wage Project      \*\*\* For Prevailing Wage Project

**CONSULTANT GEOTECHNICAL / MATERIALS TESTING PREVAILING WAGE RATES:**

<b>GEOTECHNICAL</b>	
Soil Technician (Prevailing Wages)**	\$145
Sr. Soil Technician (Prevailing Wages)**	\$145
Geologist II	\$185
Supervising Geologist	\$209
CAD Operator II	\$146
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$209
Principal Project Manager	\$227
Principal Engineer	\$257
<b>SPECIAL INSPECTION</b>	
Special Inspection (Prevailing Wages)**	\$151
Supervisor	\$165

<b>ADMINISTRATIVE</b>	
Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133
<b>EXPERT WITNESS</b>	
Principal Engineer/Geologist	\$420

**CONSULTANT GEOTECHNICAL / MATERIALS TESTING NON-PREVAILING WAGE RATES:**

<b>GEOTECHNICAL</b>	
Soil Technician (Non-Prevailing Wages)**	\$95
Sr. Soil Technician (Non-Prevailing Wages)**	\$116
Geologist II	\$185
Supervising Geologist	\$209
CAD Operator II	\$146
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$209
Principal Project Manager	\$227
Principal Engineer	\$257
<b>SPECIAL INSPECTION</b>	
Special Inspection (Non-Prevailing Wages)**	\$93
Supervisor	\$165

<b>ADMINISTRATIVE</b>	
Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133
<b>EXPERT WITNESS</b>	
Principal Engineer/Geologist	\$420

**CONSULTANT GEOTECHNICAL / MATERIALS TESTING UNIT TESTING RATES:**

<b>Identification and Index Properties</b>			
In-situ Moisture and Density (ASTM D2937)	\$32	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	\$131	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	\$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	\$90	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	\$210	per	Test
Atterberg Limits – One Point (ASTM D4318)	\$100	per	Test
Specific Gravity (ASTM D854)	\$110	per	Test
Sand Equivalent (ASTM D2419)	\$100	per	Test
<b>Compaction and Bearing Strength</b>			
Modified Proctor Compaction – Method A or B (ASTM D1557)	\$220	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	\$250	per	Test
Compaction (CTM 216)	\$225	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	\$550	per	Test
R-Value	\$300	per	Test
<b>Shear Strength</b>			
Torvane / Pocket Penetrometer	\$22	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	\$105	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	\$200	per	Test
Unconfined Compression (ASTM D2166)	\$152	per	Test
Unconsolidated-Undrained (UU)	\$230	per	Test
<b>Consolidation, Collapse and Swell</b>			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	\$200	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	\$37	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	\$68	per	Test
Collapse Test – Single Point	\$100	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	\$89	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	\$89	per	Test
Remolded Sample per Specimen	\$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	\$158	per	Test
<b>Laboratory Permeability</b>			
Constant Head (ASTM D2434)	\$268	per	Test
Falling Head Flexible Wall (ASTM D5084)	\$325	per	Test
Triaxial Permeability (EPA 9100)	\$383	per	Test
<b>Chemical Tests</b>			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	\$200	per	Test
Organic Contents (ASTM D2974)	\$99	per	Test
<b>Asphalt Tests</b>			
Extraction / Asphalt (CTM 382)	\$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	\$383	per	Test
Wash Gradation (CTM 202)	\$125	per	Test

<b>Concrete</b>			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	\$26	per	Test
2", 4" & 6" Diameter Cores Compression Test	\$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	\$26	per	Test
Shotcrete / Gunitite Lab Coring & Compression Test (ASTM C42)	\$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	\$42	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	\$47	per	Test
<b>Masonry</b>			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	\$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	\$26	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	\$26	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	\$175	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	\$250	per	Test
<b>Steel Reinforcement</b>			
Tensile or Bend Test, up to #8 (ASTM A370)	\$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	\$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	\$95	per	Test
<b>Fireproofing</b>			
Unit Weight (UBC 7-6)	\$53	per	Test
Cohesion / Adhesion (UBC 7-6)	\$63	per	Test
<b>Non-Destructive Testing (NDT)</b>			
Dye Penetrant Testing	\$137	per	Hour
Ultrasonic Testing	\$137	per	Hour
Magnetic Particle Testing	\$137	per	Hour
Radiographic Testing			Quote
<b>Administrative Services</b>			
Sample Pickup from Field	\$68	per	Trip
Mix Design Review	\$331	per	Mix
Lab Test Report	\$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	\$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	\$58	per	Hour