

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CORRPRO COMPANIES, INC.
(CATHODIC AND CORROSION PROTECTION SYSTEM - ASSESSMENT AND
DESIGN SERVICES - RFP 24-042MB)**

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 **Corrpro Companies, Inc.** a **Ohio corporation** with its principal place of business at **1055 W. Smith Road, Medina, Ohio 44256** (“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 **assessment and design 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 **Cathodic and Corrosion Protection System – Assessment and Design Services, RFP - 24-042MB project** (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from _____ to **June 30, 2026** (“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:

3.2.5 City's Representative. The City hereby designates **Tom Moody, Director of Utilities**, 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 **Sarvjit Singh**, 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 subsections.

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

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of

Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. 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 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*** 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, \$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 Hundred Thousand Dollars (\$200,000)** 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/. 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:

Corrpro Companies, Inc.
23309 La Palma Avenue
Yorba Linda, CA 92887
Attn: Sarvjit Singh

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, Utilities 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 CORRPRO COMPANIES, INC.
(CATHODIC AND CORROSION PROTECTION SYSTEM - ASSESSMENT AND
DESIGN SERVICES, RFP - 24-042MB)**

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

CITY OF CORONA

Signed by:
By: Tom Moody
D519EFD915CF45C...
Tom Moody
Director of Utilities

DocuSigned by:
Reviewed By: Katie Hockett
FC64247E8E12465...
Katie Hockett
Assistant Director of Utilities

DocuSigned by:
Reviewed By: Aftab Hussain
D1BE2FA248F2434...
Aftab Hussain
Maintenance Manager

DocuSigned by:
Reviewed By: Yasmin Lopez
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk, City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CORRPRO COMPANIES, INC.
(CATHODIC AND CORROSION PROTECTION SYSTEM - ASSESSMENT AND
DESIGN SERVICES, RFP - 24-042MB)

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

CORRPRO COMPANIES, INC.
an Ohio corporation

By: Signed by:
Donald E Hake
4C7EDE654C5344A...
Donald E Hake
Senior Vice President and Treasurer

By: Signed by:
Danial P Schoenekase
2DF644DFFB4B413...
Danial P Schoenekase
Senior Vice President/
General Counsel and 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 professional **assessment and design services** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described herein.

This scope of services establishes the minimum requirements for providing **cathodic and corrosion protection system assessment and design services** to the City of Corona. The Consultant is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Consultant shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

1. Task 1:

Assessment of the Existing system and the City’s assets that will require future Cathodic Protection Systems. The Assessment shall be based on solutions using proven science and technology that is available to extend the life of the infrastructure and help prevent further corrosion related to failures of pipes, storage tanks and other structures or vessels.

The Assessment Report shall be structured to illustrate the needs in the following categories: immediate, moderate, and long-term improvement projects. The needs RFP No. 24-042MB Section IV. “Project Description & Scope of Work”, Page 3 of 12 Cathodic and Corrosion Protection System Assessment and Design Services Assessment Report shall include projected costs for the delivery of a complete project for the City’s budgeting purposes for the next five (5) years.

2. Task 2:

Design Services (pricing to be based on a hypothetical project with a construction value of \$100,000).

- a. Phase I – Survey of the Project Location(s): this shall include verifying the City’s Right of Way boundaries, geotechnical testing (if necessary), utility locations and depths, assess locations of existing equipment and/or suggest relocation of existing equipment when of benefit to the City. Verify and determine what elements at the project location are causing the corrosion. It has been determined at many locations in the City the soil surrounding the metal structures is corrosive.
- b. Phase II – Design: The System designs shall use proven science and current technology to extend the life of the infrastructure and help prevent further corrosion related to failures of pipes, storage tanks, and other structures or vessels. The Consultant shall provide Plans, technical specifications, and construction cost estimate meeting the project determined schedule. Design documents shall be provided at 75%, 95% and 100% documents shall be complete for bidding.

- c. Plans and specifications shall be reviewed by a NACE certified Cathodic Protection Specialist (CP4 certified with CP interference certification) and signed by a California Registered Professional Engineer.

3. Task 3:

Bidding Phase and Construction Support (pricing to be based on a hypothetical project with a construction value of \$100,000):

- a. Bidding Phase Support: The Consultant shall provide responses to Bidding Phase Questions within three (3) business days following distribution from the City.
- b. Construction Support:
 - a) Requests for Information (RFI): responses shall be within three (3) business days of the Consultant's request.
 - b) Submittal Review:
 - 1st Submission: 28 calendar day turnaround
 - 2nd Submission: 21 calendar day turnaround
 - 3rd and 4th Submission: 14 calendar day turnaround
 - c) Consultant's Pay Application (if necessary): two (2) business days
 - d) Construction Contract Close Out and As Builts.

4. Task 4:

Existing Pipeline and Cathodic Protection System Locations, Location Descriptions and Known History

a. **Green River Area:** City of Corona Water Atlas Page B-16 the Green River Area distribution piping system was installed from 1985 to 1987. The lines installed range from 6 to 12-inch cement mortar lined and asphalt wrapped steel pipe (CML&AW). The Area is supplied by two (2) 8-inch lines and one (1) 16-inch cement mortar lined and steel pipe. One 8-inch line is coated and runs north to south on the northeast side of Green River in-line with East Fork Road at Feather River Road and interconnects with an 8-inch asphalt coated line located East Fork Road and Pennyroyal Drive. The 16-inch line is concretemortar lined and coated (CML&C) running east to west and is located on the southeast side of Green River extending from a 16-inch CML&C steel pipe feeder running north to south on Crestridge Drive onto the south side of Green River.

Green River Pipeline and Cathodic Protection System Map



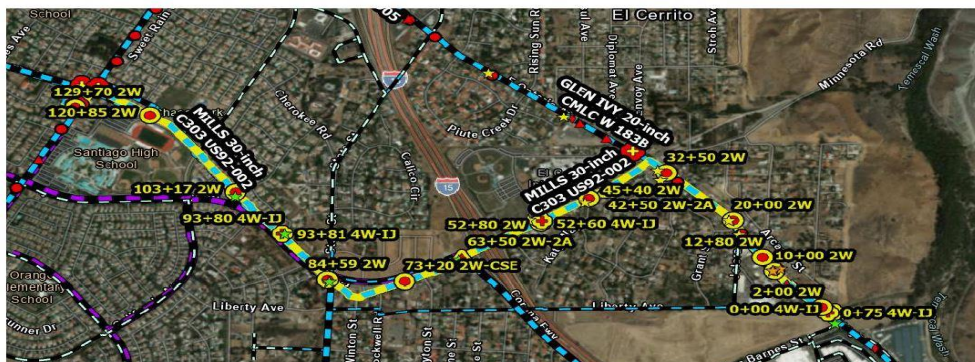
b. Glen Ivy Pipeline: UD as built drawings W183 indicate this line was installed in 1977. The line installed consisted of 18-inch and 20-inch cement mortar lined and coated (CML&C) steel pipe per American Water Works Association (AWWA C200/C205). The tie in point for the 20-inch diameter metallic line is at a 16-inch diameter asbestos cement pipe (ACP) southeast of the I-15 Freeway and Ontario Avenue. The 20-inch diameter line continues south along Ontario Avenue until it reaches Cajalco Road where it transitions to an 18-inch diameter line. The 18-inch diameter line continues south along Temescal Canyon Road to Glen Ivy Road where it turns west continuing for approximately 600 feet connecting to a steel water tank at 24650 Glen Ivy Road. In 2019 a portion of the Glen Ivy Pipeline was rerouted below storm drain lines between STAs 272+00 and 272+50 and STAs 260+50 and 259+50 on Temescal Canyon Road.

Glen Ivy Pipeline and Cathodic Protection System Map.



c. Mills Pipeline: UD as built drawings US92-02 indicated that this line was installed in 1993. This installation consisted of 30-inch concrete pipe, barwrapped, steel cylinder type meeting AWWA requirements of C303. The Mills Pipeline begins and ties in at the Western Municipal Water District Facility, shown as connection WR24, near the intersection of Tom Barnes Street and Temescal Canyon Road. The pipeline is installed along Temescal Canyon Road heading northwest to El Cerrito Road. At El Cerrito Road the pipeline turns west and then heads northwest again on Chase Road terminating at the City of Corona’s Lester Water Treatment Facility.

Mills Pipeline and Cathodic Protection System Map.

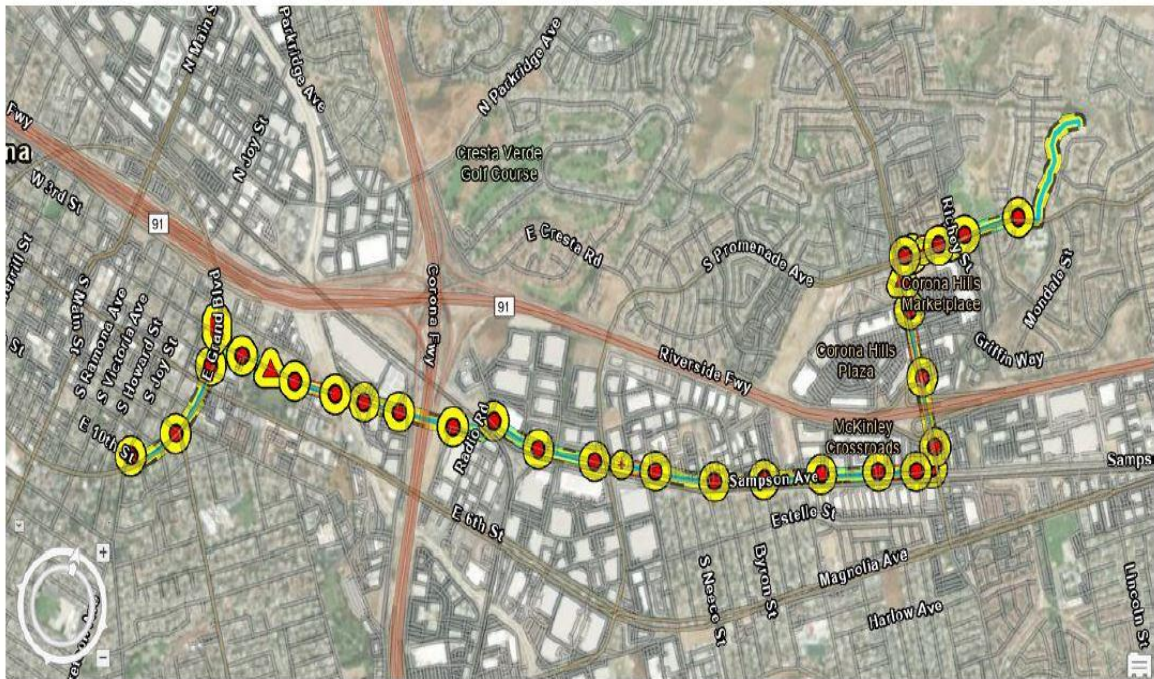


- d. **AD – 79 – 30-inch Pipeline:** UD as built drawings 86-002 indicate that this line was installed in 1988, included in the installation were 12-inch and 16-inch welded steel pipe per AWWA C200, with CML&C in accordance with AWWA C205. The AD-79 30-inch pipeline begins at its tie in at the 24-inch pipeline (CML&C) near the intersection of East 10th Street and South Joy Street. The pipeline then proceeds east along 10th Street, then north on Grand Blvd., then proceeding east again in Quarry Street and Sampson Avenue, then north on McKinley Street, east on Promenade Avenue then north along Hamilton Drive in the right of way and terminates at the Cresta Verde Water Storage Tank.

Following the installation of the 30-inch pipeline many post construction connections have been made using dissimilar pipe materials and coating types. The use of the dissimilar materials will be anodic to the CML&C line causing premature end service life and corrosion. At station 99+80 which is the intersection of Grand Blvd. and Quarry Street (as built drawing 91-017) indicated that a 12-inch ductile iron pipe (DIP) connection was constructed.

The Corrosion monitoring system for this pipeline consist of 2 and 4 wire test stations. The 4 wire test stations monitor buried insulating flange kits that segment the pipeline. The electrical continuity across rubber gasket joints is maintained by Z-bar joint bonds. However, provisions for electrical continuity across in line valves or other in line specialty devices were not provided during the pipeline construction.

AD – 79 – 30” Pipeline and Cathodic Protection System Map



Task 5

Existing City Facilities and Structures

A current list of the City's Assets, which include the following but are not limited to, not all of these Assets have Cathodic Protection Systems at this time:

- 540 test stations
- Two (2) rectifiers
- Twelve (12) anodes
- Five (5) steel water storage tanks
- Two (2) steel treatment facility backwash tanks
- Twenty-three (23) potable water booster stations
- One (1) clear well booster station at the desalter facility
- 55 miles of potable watermains ranging in size from 2" to 36" in diameter
- The potable water system may have services lines that are smaller than 2" in diameter that will require testing and potential replacement.
- Two (2) reclaimed water booster stations.
- The reclaimed water system has watermains varying in size from 8" to 24".
- Seven (7) Smith & Loveless can style lift stations.
- Sixteen (16) additional force mains from other sewer lift stations in the City

Identify City Assets such as metal lift stations, tanks, etc. that do not have monitoring or mitigation systems installed in the Assessment Report.

Task 6.

Utilities Department Facilities List provided on following pages

| UTILITIES DEPARTMENT JL Facility Keys | | | | |
|---|----------|-------------------------------------|--------------------------------------|--|
| Type Facility | J/L Key | Description | Address | |
| Water Treatment Plant (WTP) Facilities | | | | |
| WTP | 50300000 | GREENRIVER-WTP | 4130 GREEN RIVER DRIVE/1400 NICHOLAS | |
| WTP | 50310000 | LESTER-WTP | 2970 RIMPAU AVE | |
| WTP | 50320000 | SDO-WTP | 2940 WILDERNESS CIR | |
| WTP | 50330000 | DESALTER-WTP | 745 CORPORATION YARD WAY | |
| WTP | 45710000 | HG ION EXCHANGE WTP | 410 RIMPAU AVE | |
| Water Reclamation Facilities (WRF) | | | | |
| WRF | 51980000 | WRF#1-RAILROAD | 2205 RAILROAD STREET | |
| WRF | 51990000 | WRF#2-HARRISON | 650 E HARRISON | |
| WRF | 52000000 | WRF#3-TEMESCAL | 3997 TEMESCAL CYN | |
| WRF | 47170000 | WRCRWA | 14634 RIVER ROAD | |
| Boosters | | | | |
| Booster | 50350000 | TAYLOR BOOSTER | TAYLOR & ONTARIO | |
| Booster | 50360000 | ZONE 5 @ EAGLE GLEN | 1602 FAIRWAY | |
| Booster | 50430000 | EAGLE GLEN ZONE 4/5 | 4255 EAGLE GLEN | |
| Booster | 50440000 | AQUINO-BOOSTER | 1030 AQUINO CIR | |
| Booster | 50450000 | BORDER-BOOSTER | 2290 BORDER AVE | |
| Booster | 50460000 | CHASE/LESTER (raw) -BOOSTER | 1315 E. CHASE DR. | |
| Booster | 50470000 | CRESTA VERDE-BOOSTER | 2005 PROMENADE | |
| Booster | 50500000 | GREENRIVER-BOOSTER | 4130 GREENRIVER DR | |
| Booster | 50510000 | KRAFT RANCH-BOOSTER | 1725 OAKRIDGE DR | |
| Booster | 50540000 | MABEY CYN-BOOSTER | 2643 BORDER AVENUE | |
| Booster | 50550000 | MONTANA RANCH-BOOSTER | 2930 WILDERNESS CIR | |
| Booster | 50570000 | PAYETTE-BOOSTER | 881 PAYETTE AVE | |
| Booster | 50580000 | SDO-BOOSTER (raw water) | 1670 MONTANA RANCH | |
| Booster | 50590000 | SERFAS CLUB-BOOSTER | 1290 SERFAS CLUB DR | |
| Booster | 50600000 | ZONE 4 @ LESTER-BOOSTER | 2930 WILDERNESS CIR | |
| Booster | 50610000 | ZONE 5 @ LESTER-BOOSTER | 2970 RIMPAU | |
| Booster | 50620000 | HARLAN HILLS | 3440 BONNIEVIEW CIRCLE | |
| Booster | 50900000 | MORITA | 755 MORITA | |
| Booster | 59200001 | SIERRA BELLA BOOSTER | 2690 HIDDEN HILLS WAY | |
| RW Booster | 50910000 | BORDER | 2525 BORDER AVE | |
| RW Booster | 50940000 | WRF 1 RECLAIMED BOOSTER | 2201 RAILROAD STREET | |
| Booster | 59690000 | DESALTER FPP (FINAL PRODUCT PUMPS) | 745 CORPORATION YARD WAY | |
| RW Booster | 50970000 | ORANGE HEIGHTS (EMBERTON) | | |
| Water Storage Tanks | | | | |
| RW W&T | 47080000 | GILBERT RECYCLED W&T | 1152 SANDRA CIRCLE | |
| W&T | 50720000 | #1 @ LESTER-W&T | 2950 RIMPAU AVE | |
| W&T | 50730000 | #2 @ LESTER-W&T | 2950 RIMPAU AVE | |
| W&T | 50740000 | ADV-W&T | 2750 RAVEN | |
| W&T | 50750000 | BORDER-W&T | 2525 BORDER AVE | |
| W&T | 50760000 | CRESTA VERDE-W&T | 756 LACUMBRE AVE | |
| W&T | 50770000 | EAGLE GLEN-W&T | 1602 FAIRWAY | |
| W&T | 50790000 | GILBERT-W&T - POTABLE | 1152 SANDRA CIRCLE | |
| W&T | 50800000 | GLEN IVY-W&T | 24650 GLEN IVY | |
| W&T | 50810000 | GREENRIVER-W&T | 4130 GREENRIVER RD | |
| W&T | 50820000 | HAYDEN-W&T | 3590 NELSON | |
| W&T | 50830000 | JAMESON-W&T | 4268 JAMESON CIRCLE | |
| W&T | 50840000 | MAIN ST RES.-W&T | 101 W. UPPER X MAIN ST | |
| W&T | 50860000 | R-3-W&T | 2000 GARRETSOON | |
| W&T | 50870000 | SDO-W&T | 2940 WILDERNESS CIR | |
| W&T | 50880000 | YUMA-W&T | 881 CORSICA | |
| W&T | 59270000 | KEITH - W&T | 3985 NELSON ST | |
| RW W&T | 50890000 | WRF 1 RECLAIMED W&T | 2201 RAILROAD STREET | |
| RW W&T | 50920000 | BORDER RECLAIMED W&T | 2525 BORDER AVE | |
| Connections | | | | |
| Connection | 47160000 | NORCO 1 METER CONNECTION | 1110 HIDDEN VALLEY PARKWAY | |
| Interconnect | 47300000 | PROMENADE CONNECTION / ARLINGTON | 2442 PROMENADE | |
| Interconnect | 47320000 | DESALTER INTERCONNECTION | 3978 S. TEMESCAL ST | |
| Connection | 50630000 | LEE LAKE-CONNECTION (TEMESCAL) | TEMESCAL CYN RD @BROWN CYN WASH | |
| Connection | 50640000 | LEE LAKE-CONNECTION (KNABE) | KNABE RD S/ OF BEDFORD MTR WAY | |
| Connection | 50650000 | RIVERSIDE-CONNECTION | 9AMPSON AVE W/ OF BUCHANAN | |
| Connection | 50660000 | WR-19 VAULT-CONNECTION | 1315 E. CHASE DR. | |
| Connection | 50670000 | WR-24"-CONNECTION | LAGLORIA MILLS WATER | |
| Connection | 50680000 | WR-29"-CONNECTION | 4130 GREEN RIVER DR | |
| Connection | 50690000 | WR-33"-CONNECTION | 2732 RIDGELINE DR. | |
| Connection | 50710000 | CORONA-NORCO-CONNECTION | INTERSECTION NORCO HILLS/PARKVIEW | |
| WR Valve | 59020000 | SOUTH REGIONAL DIVERSION STRUCTURE | 1138 W. RINCON | |
| Connection | 51970000 | WRF IE BRINELINE | 2205 RAILROAD ST | |
| Wells | | | | |
| Well | 50990000 | WELL 3 | 24650 GLEN IVY RD | |
| Well | 51000000 | WELL 4 | 20310 TEMESCAL CYN RD | |
| Well | 51010000 | WELL 7A | 917 CIRCLE CITY DR | |
| Well | 51020000 | WELL 8A | 219 S. JOY | |
| Well | 51030000 | WELL 9A | 505 S. VICENTIA | |
| Well | 51040000 | WELL 11 | 1865 POMONA RD | |
| Well | 51050000 | WELL 12A | 523 MAPLE ST | |
| Well | 51060000 | WELL 13 | 1018 COTTONWOOD | |

| Department of Water & Power JL Facility Keys | | | |
|---|----------|---------------------------------------|---|
| Type Facility | J/L Key | Description | Address |
| Well | 51070000 | WELL 14 | 1200 W. 10TH ST |
| Well | 51080000 | WELL 15 | 100 N. LINCOLN |
| Well | 51100000 | WELL 17A | 1052 QUARRY |
| Well | 51120000 | WELL 19 | 219 W. GRAND |
| Well | 51130000 | WELL 20 | 25225 MAITRI RD |
| Well | 51140000 | WELL 21 | 24650 GLEN IVY RD |
| Well | 51150000 | WELL 22 | 405 SIERRA VISTA AVE |
| Well | 51160000 | WELL 23 | 315 S. MERRILL ST |
| Well | 51180000 | WELL 25 | 310 S. VICENTIA |
| Well | 51190000 | WELL 26 | 730 CORP. YARD WAY |
| Well | 51200000 | WELL 27 | 2581 MANGULAR |
| Well | 51210000 | WELL 28 | 202 N. BUENA VISTA |
| Well | 51220000 | WELL 29 | 902 RAILROAD |
| Well | 51240000 | WELL 31 | 211 N. BUENA VISTA |
| Well | 47570000 | WELL 33 | 3822 GRANT ST |
| Well | 51960000 | TRILOGY WELL | 24601 GLEN IVY RD |
| Monitoring Wells | | | |
| Monitoring Well | 47581000 | E GRAND/4TH ST PARCEL | E GRAND/4TH ST PARCEL |
| Monitoring Well | 47582000 | 982 ELBA CT MONITORING WELL | 982 ELBA CT |
| Monitoring Well | 47583000 | 1775 DUMITRU WAY MONITORING WELL | 1775 DUMITRU WAY |
| Monitoring Well | 47584000 | LINCOLN /LORNA MONITORING WELL | LINCOLN /LORNA |
| Monitoring Well | 47585000 | 10TH/LINCOLN MONITORING WELL | 10TH/LINCOLN |
| Monitoring Well | 47586000 | 8TH/GRANT MONITORING WELL | 8TH/GRANT |
| Monitoring Well | 47587000 | GARFIELD | GARFIELD |
| Non-Potable Well 1 | 59280000 | NON-POT 1 @ WRF 3 | 3997 TEMESCAL CANYON RD |
| Non-Potable Well 2 | 59290000 | NON-POT 2 @ WRF 3 | 3997 TEMESCAL CANYON RD |
| Lift Stations | | | |
| Lift Station | 47180000 | ARTISAN - LIFT STATION | 211 W. RINCON STREET |
| Lift Station | 51820000 | AHMANSON - LIFT STATION | 11763 CHADWICK RD |
| Lift Station | 51830000 | AIRPORT- LIFT STATION | 1973 AVIATION DR |
| Lift Station | 51840000 | BEDFORD CYN-LIFT STATION | 3695 BEDFORD CYN |
| Lift Station | 51850000 | GRIFFIN WAY-LIFT STATION | 2680 GRIFFIN |
| Lift Station | 51860000 | JOY & PARKRIDGE-LIFT STATION | 495 E. PARKRIDGE |
| Lift Station | 51870000 | MCKINLEY-LIFT STATION | 109 MCKINLEY |
| Lift Station | 51880000 | PRADO-LIFT STATION | 4225 PRADO |
| Lift Station | 51890000 | 800-LIFT STATION | 3851 PALISADES |
| Lift Station | 51900000 | SMITH & RINCON-LIFT STATION | 1500 W RINCON |
| Lift Station | 51910000 | STAGECOACH-LIFT STATION | 2220 STAGECOACH |
| Lift Station | 51920000 | SUNKIST - LIFT STATION | 650 E. HARRISON |
| Lift Station | 51930000 | YUMA - LIFT STATION | 735 VIA BLAIRO |
| Lift Station | 51940000 | N MAIN - LIFT STATION | 718 N MAIN STREET |
| Lift Station | 51950000 | GREENRIVER - LIFT STATION | 4776 GOLDEN RIDGE DRIVE |
| Lift Station | 59190000 | ARANTINE HILLS - LIFT STATION | 2590 BEDFORD CANYON RD |
| PR Stations | | | |
| PR Station | 47100000 | CAJALCO-PR STATION | CAJALCO & TEMESCAL |
| PR Station | 47110000 | TOM BARNES WR-24-PR STATION | 3292 TEMESCAL CANYON RD |
| PR Station | 47120000 | WRF#1 - Reclaimed | WRF#1 |
| PR Station | 47130000 | WRF#2 - Reclaimed | WRF#2 |
| PR Station | 47140000 | WRF#3 - Reclaimed | WRF#3 |
| RW PR Station | 47150000 | CHASE | 973 E. CHASE DRIVE |
| PR Station | 47310000 | HUMMINGBIRD PRESSURE REDUCING STATION | 1303 ONTARIO AVE |
| PR Station | 47470000 | HIDDEN VALLEY | |
| PR Station | 47480000 | PRESSURE REGULATORS | |
| PR Station | 47650000 | MAGNOLIA PRV STATION | INTERSECTION - MAGNOLIA & LEESON 2590 |
| PR Station | 50960000 | HAMILTON & PROMENADE | PROMENADE |
| RW PR Station | 51290000 | ONTARIO | 1227 ONTARIO AVE |
| PR Station | 51300000 | SONRISA | SONRISA & PACIFIC |
| PR Station | 51310000 | CLEARWATER | 2195 RAILROAD |
| PR Station | 51320000 | AVENIDA DEL VISTA-PR STATION | 1200 AVENIDA DEL VISTA |
| PR Station | 51330000 | ALCOA CIR-PR STATION | 512 ALCOA CIRCLE |
| PR Station | 51340000 | ARCADIA & JOLORA-PR STATION | 19741 ARCADIA ST |
| PR Station | 51360000 | BORDER RELIEF-PR STATION | 2290 BORDER AVENUE |
| PR Station | 51370000 | BUENA VISTA-PR STATION | 1700 S. BUENA VISTA |
| PR Station | 51390000 | CLEARWATER-PR STATION | 1904 CLEARWATER |
| PR Station | 51410000 | DOMINGUEZ RANCH-PR STATION | CORNER OF GREEN RIVER RD & DOMINGUEZ RANCH RD |
| PR Station | 51420000 | EAGLE GLEN-PR STATION | 1602 FAIRWAY DRIVE |
| PR Station | 51430000 | EL CERRITO-PR STATION | EL CERRITO ROAD & I-15 FWY |
| PR Station | 51440000 | FOOTHILL-PR STATION | 196 FOOTHILL PARKWAY |
| PR Station | 51450000 | FREEDOM-PR STATION | 1341 FREEDOM DRIVE |
| PR Station | 51460000 | GREENRIVER-PR STATION | 3300 W. GREENRIVER DR |
| PR Station | 51470000 | HARRINGTON-PR STATION | 608 HARRINGTON |
| PR Station | 51480000 | KNABE RD/8 OF BEDFORD | KNABE RD/8 OF BEDFORD |
| PR Station | 51490000 | LIBERTY AVE-PR STATION | LIBERTY AVE/W OF GRANT |
| PR Station | 51520000 | MAIN ST-PR STATION | 1301 S MAIN ST |
| PR Station | 51530000 | MOUNTAIN GATE-PR STATION | 800 MOUNTAIN GATE |
| PR Station | 51540000 | MT SERENATA-PR STATION | CORNER OF MT SERENATA & DOMINGUEZ RANCH RD |
| PR Station | 51550000 | NORTH SERFAS CLUB-PR STATION | N SERFAS CLUB DR |
| PR Station | 51570000 | RIDGELINE DR-PR STATION | 3200 W RIDGELINE |
| PR Station | 51580000 | RIVER RD & KALUS-PR STATION | 600 W RIVER RD |
| PR Station | 51590000 | SAMPSON AVE FLOW CONTROL | 1600 E SAMPSON AVE |
| PR Station | 51600000 | SAN PONTE-PR STATION | 1500 SAN ALMADA |

| Department of Water & Power JL Facility Keys | | | |
|---|----------|---|--|
| Type Facility | J/L Key | Description | Address |
| PR Station | 51620000 | SMITH-PR STATION | 372 SMITH AVE |
| PR Station | 51630000 | SMITH & RAILROAD-PR STATION | 401 N. SMITH AVE |
| PR Station | 51650000 | YORBA-PR STATION | YORBA ST/ N OF RR |
| PR Station | 51660000 | VILLAGE LOOP-PR STATION | YUMA DR & VILLAGE LOOP DR |
| PR Station | 51670000 | YUMA RELIEF-PR STATION | YUMA DRIVE |
| PR Station | 51680000 | TEMESCAL CANYON/ PR STATION | 4772 TEMESCAL CANYON |
| PR Station | 51690000 | TEMESCAL CANYON/MAINT. STAT | 4770 TEMESCAL CANYON |
| PR Station | 59300001 | ORANGE HEIGHTS PR STATION | SW CORNER OF ORANGE HEIGHTS LN & MAIN ST |
| PR Station | 59302000 | SIERRA BELLA EAST PR STATION | 2422 SIERRA BELLA DR |
| PR Station | 59301000 | SIERRA BELLA WEST PR STATION | 2780 SIERRA BELLA DR |
| PR Station | 59331000 | 5TH AND MERRILL WELL COLLECTOR | |
| Blending Stations | | | |
| Blending | 51720000 | MANGULAR BOOSTER/BLENDING/WST | 2208 MANGULAR AVE |
| Blending | 51770000 | WELL 16 - BLENDING | 1865 POMONA RD |
| Blending | 50930000 | GARRETSON BOOSTER/BLENDING/WST | 506 E. ONTARIO AVE |
| Flow | | | |
| Flow | 47190000 | NICHOLAS PLACE FLOW CONTROL | 4131 GREEN RIVER ROAD |
| Flow | 50390000 | BEDFORD CANYON FLOW | 3899 BEDFORD CANYON / MILLS |
| Flow | 51730000 | MILLS TO ZONE 3 | 2970 RIMPAU AVE |
| Flow | 51740000 | MILLS TO ZONE 4 | 2970 RIMPAU AVE |
| Flow | 51750000 | MILLS TO ZONE 5 | 2970 RIMPAU AVE |
| Blending | 51760000 | R-3 FLOW CONTROL | 434 MAGNOLIA |
| RW Flow | 59110000 | BLUFF ST - PR STATION | |
| Shopping Centers - Electric | | | |
| Electric | 47900000 | CORONA POINTE | 1302 MAGNOLIA |
| Electric | 47910000 | CROSSROADS | 1300 MAGNOLIA |
| Electric | 47920000 | CROSSINGS | 3260 TEMESCAL CANYON |
| Electric | 47930000 | DOS LAGOS | 3855 TEMESCAL CANYON |
| Electric | 47950000 | CITRUS WOODS | |
| Electric | 51800000 | SUNKIST SUBSTATION | 650 E. HARRISON |
| Miscellaneous - Tracking | | | |
| Operations | | | |
| WR/CRWA | 47170000 | WR/CRWA | |
| Ponds | 47230000 | COTA PONDS | 701 RINCON |
| Misc | 47340000 | TEMESCAL CANYON SOCCER FIELDS | 3997 TEMESCAL CANYON ROAD |
| Project | 47960000 | GROUNDWATER RULE PROJECT | |
| Sub-Division | 47440000 | REGULATORY COMPLIANCE - G&G Supplies | |
| Corrosion | 50380000 | GREEN RIVER-WATER MAINS CATHODIC PROTECTION | 11500 CRESTRIDGE |
| Dryer | 50950000 | DRYER | 2205 RAILROAD STREET |
| Project | 59010000 | RINCON BRIDGE OVER OAK CHANNEL | |
| DW | 59060000 | PFAS MANAGEMENT | |
| DW | 47961000 | GROUNDWATER CONTAMINATION REMEDIATION | |
| COVID-19 | | | |
| COVID-19 | | | |
| DWP | | | |
| Building | 47280000 | DWP FACILITY | 755 PUBLIC SAFETY WAY BLDG |
| Warehouse | | | |
| Building | 59000000 | WAREHOUSE FACILITY | 770 PUBLIC SAFETY WAY |
| Engineering | | | |
| Sub-Division | 47270000 | ENGINEERING | |
| Customer Service | | | |
| Sub-Division | 47430000 | UTILITY BILLING | |
| Tracking JLs for Water Resources' projects | | | |
| Sub-Division | 47450000 | WATER RESOURCES | |
| Grant | 47250000 | WATER USE EFFICIENCY MASTER PLAN | |
| Project | 47250000 | EVAPOTRANSPIRATION CONTROLS | |
| Project | 47250000 | ADA ASSESSMENT PROJECT | |
| Tracking JLs for Gene's projects | | | |
| Project | 47240000 | METER REPLACEMENT PROGRAM | |

Last updated July 2021

**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.

Permissible work hours when working within City Facilities and Improvements are:

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

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. Contractors must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

Contract Terms – optional renewal periods

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2027.
- Option 2, if exercised, shall be effective July 1, 2027 through June 30, 2028.

Permissible work hours are 7am to 5pm Monday through Friday excluding City observed holidays. Any deviations will need to be pre-approved by the City’s Appointed Representative

EXHIBIT “C” COMPENSATION

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



Cathodic and Corrosion Protection System Assessment and Design Services Project RFP # 24-042MB

Fee Schedule - Estimated Cost Breakdown for Project Tasks

| Task Description | Manpower Hours and Rates | | | | | | | Total (Hrs.) | Cost (\$) |
|--|--|----------------------------|-------------------------------|-------------------------------------|----------------------|---------------------------------------|-------------------------|--------------|--------------------|
| | Project Director and Principal-in-Charge | Project Sr. Manager (Hrs.) | Sr. Corrosion Engineer (Hrs.) | Field Corrosion/GIS Engineer (Hrs.) | QA/QC Manager (Hrs.) | Vehicle, Mileage and Equipment (Days) | AutoCAD Operator (Hrs.) | | |
| Labor/Vehicle Rate (\$/Hr.) | \$185.00 | \$165.00 | \$155.00 | \$145.00 | \$150.00 | \$165.00 | \$85.00 | | |
| Task 1 - Assessment of Existing Systems for Implementation of Future Cathodic Protection | | | | | | | | | |
| Task 1.1 Project kick-off meeting, agenda and meeting minutes. | 1 | 2 | 4 | | | | | 7 | \$1,135.00 |
| Task 1.2 Review pertinent information and analyze available data | 1 | 2 | 24 | | | | | 27 | \$4,235.00 |
| Task 1.3 Prepare an assessment report with recommendations on immediate, moderate and long-term improvements projects. | 1 | 2 | 40 | | 2 | | | 45 | \$7,015.00 |
| Task 1.4 Estimate projected cost for delivery of complete project for 5 year plan. | 1 | 2 | 4 | | 4 | | | 11 | \$1,735.00 |
| | | | | | | | | | \$0.00 |
| Subtotal of Tasks 1.1 through 1.4 | 4 | 8 | 72 | 0 | 6 | 0 | 0 | 90 | \$14,120.00 |
| Task 2- Design Services | | | | | | | | | |
| Task 2.1. Conduct field surveys to obtain design data and test soil corrosivity. | 0.5 | 2 | 4 | 24 | 2 | | | 32.5 | \$4,822.50 |
| Task 2.2. Prepare design document in 75%, 95% and 100% submittal sequence. | 0.5 | 2 | 32 | 4 | 4 | | 20 | 62.5 | \$8,262.50 |
| | | | | | | | | | \$0.00 |
| Subtotal of Tasks 2.1 through 2.5 | 1 | 4 | 36 | 28 | 6 | 0 | 20 | 95 | \$13,085.00 |
| Task 3- Bidding Phase and Construction Support Services | | | | | | | | | |
| Task 3.1 Attend meetings. | | 2 | 4 | 4 | | | | 10 | \$1,530.00 |
| Task 3.2 Review and respond to bidders RFIs. | | 2 | 4 | 4 | | | 2 | 12 | \$1,700.00 |
| Task 3.3 Provide technical support services during the construction phase of the project. | 1 | 2 | 8 | 16 | 4 | | 8 | 39 | \$5,355.00 |
| Subtotal of Tasks 3.1 through 3.3 | 1 | 6 | 16 | 24 | 4 | 0 | 10 | 61 | \$8,585.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

- Note:**
1. Total estimated fee of \$14,120 for Task 1 is based on the list of structures provided by the City.
 2. The estimated fees for Tasks 2 and 3 are based on a hypothetical project with a construction value of \$100,000
 3. Total estimated fee for design task is \$13,085
 4. Total estimated fee for bidding and construction support tasks is \$8,585