

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ROTH IAMS, LLC.
(BUILDING CONDITION ASSESSMENTS – BUILDING ASSESSMENT,
MAINTENANCE AND CIP CONSULTING SERVICES PROJECT RFP 22-044RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of April, 2023 (“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 Roth IAMS, LLC., a Delaware Limited Liability Company with its principal place of business at 360 Central Ave Suite 800, St Petersburg, FL, 33701 (“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 Building Condition Assessments 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 Building Assessment, Maintenance and CIP Consulting Services Project RFP 22-044RH (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Building Condition Assessments 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 April 19, 2023 to June 30, 2024 (“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: William (Bill) Roth, P. Geo..

3.2.5 City’s Representative. The City hereby designates Anne K. Turner, 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 William (Bill) Roth, P. Geo., or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of

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

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

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

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. 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 Project provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Project 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 One Hundred and Eighty-Seven Thousand Four Hundred and Thirty Dollars and Fifty Cents (\$187,430.50) (“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 Project is 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 re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

3.6 General Provisions.

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

Consultant:

Roth IAMS, LLC.
360 Central Avenue, Suite 800
St. Petersburg, FL 33701
Attn: William (Bill) Roth, P. Geo.

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Anne K. Turner, Community Services Dept

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.

3.6.7 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 ROTH IAMS, LLC.
(BUILDING CONDITION ASSESSMENTS – BUILDING ASSESSMENT,
MAINTENANCE AND CIP CONSULTING SERVICES PROJECT RFP 22-044RH)

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

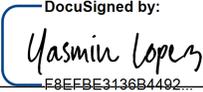
CITY OF CORONA

By: 

Anne K. Turner
Community Services Director

Reviewed By: 

Moses Cortez
Facilities, Parks & Trails Manager

Reviewed By: 

Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edward
City Clerk

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 Building Condition Assessments services necessary for the Project. The Services are more particularly described herein.

Project Objectives:

The City of Corona desires to have a comprehensive, written building maintenance plan and program that provides for the efficient and effective maintenance of Corona's building and facility assets.

The overall goals are to:

1. Reduce the amount of corrective maintenance work through increased, planned preventative maintenance.
2. Ensure all equipment are functioning and being maintained in a safe manner so the asset will perform through its expected useful life based upon industry Best Management Practices (BMPs) and the development of written procedures and maintenance program.
3. Identify gaps in knowledge or skills to provide appropriate staff training or make recommendations for the addition of positions for specific building trades to perform work.
4. Document all existing building maintenance assets, record basic information, take photographs, develop regular maintenance schedules, provide a condition rating, impact value for asset failure, estimated remaining useful life and identify replacement timeline and budget.
5. Identify, plan and budget for the eventual replacement of capital assets through the development of a 10-year capital replacement plan to anticipate and budget for the planned replacement of building maintenance assets.

Review Existing Information and Program:

The Consultant will review the City's existing as-built plans, current preventative maintenance work orders and routine tasks conducted by City staff. The Consultant shall conduct an interview with Building Maintenance staff to discuss current operations, challenges, and opportunities for improvement. The Consultant shall also be granted access to review the City's Nexgen Asset Management program to review existing asset data, asset classes, and scheduled inspections and preventative maintenance tasks to become familiar with the system, and determine how the facility assessment, preventative maintenance program and capital replacement planning process resulting from the work performed will be integrated into and used in the Nexgen program. The City will provide access to the Nexgen program, staff knowledgeable in the program, and Nexgen support staff as necessary.

Program Recommendations:

After reviewing existing information, the Consultant shall make recommendations regarding improvements to be made to areas including, but not limited to, required preventative maintenance and scheduling, asset classifications, expected useful life by asset class, staffing levels and necessity of building trade types, etc. This shall include recommendations regarding appropriate preventative maintenance intervals by item class, checklists and training. The recommendations shall result in improved efficiency and ensuring assets are maintained according to industry standards to achieve the maximum useful life.

Facility Assessment and Data Collection:

The Consultant will visit each site, review existing asset inventory from Nexgen system, document basic nameplate information, take pictures of and rate the equipment. The Consultant shall add any missing equipment to Nexgen, or conversely provide recommendations to remove unnecessary equipment from the program to ensure an accurate inventory of facility equipment in each site. The condition rating scale shall be from 1 (excellent) to 10 (poor). The Consultant shall document and provide examples for the rating scale to be included in the written Building Maintenance Program for future assessment of equipment to ensure consistency. If an installation date for equipment is not readily available, the Consultant shall provide an installation date that is based upon the estimated remaining useful life of the asset. For example, if an air conditioning unit should last 20 years, and it is anticipated the unit will last another five years, the Consultant shall record an installation date that is 15 years prior to the current date.

Asset classes to be assessed include:

1. Heating, Ventilation, and Air Conditioning (HVAC) Systems
2. Roofs
3. Elevators
4. Plumbing
5. Fire Protection
6. Parking Lot
7. Landscaping
8. Fencing
9. Electrical
10. Lighting
11. Flooring
12. Doors
13. Water Heater
14. Automatic Gate Openers
15. Drinking Fountains
16. Restrooms and fixtures
17. Stairs and railings
18. Generators
19. Interior & Exterior Doors & Awnings
20. Windows
21. Walls / Foundation Condition

The Consultant shall also identify and provide recommendations for areas where additional studies may be required, such as noted structural deficiencies or for accessibility.

The Consultant shall also assess and record a value to be used for the impact of the asset's failure based on a scale from 1 to 10 based on the table definitions below. The impact, condition rating, and remaining life of the asset are used by the Nexgen program to calculate an asset risk factor and probability of failure.

Asset Impact Index Values

Index	Definition
1	No impact of failure
2	Minimal impact of failure
3	Minor impact of failure
4	Limited impact of failure
5	Moderate impact of failure
6	Notable impact of failure
7	Considerable impact of failure
8	Major impact of failure
9	Significant impact of failure
10	Extremely high impact of failure

Asset Risk Index Values

Index	Definition	Required Action
0 – 1	Extremely Low Risk	No activity
1.1 – 2.0	Very Low Risk	No activity
2.1 – 3.0	Low Risk	Monitor
3.1 – 4.0	Low Intermediate Risk	Routine monitoring
4.1 – 5.0	Intermediate Risk	Routine monitoring
5.1 – 6.0	Moderate Risk	Routine monitoring
6.1 – 7.0	Moderate High Risk	Aggressive monitoring
7.1 – 8.0	High Risk	Plan Work
8.1 – 9.0	Very High Risk	Immediate Work
> 9.1	Extremely High Risk	Immediate Work

Work Hours for Site Visits and Scheduling:

The City of Corona's business hours are Monday – Thursday, from 7:00 a.m. to 6:00 p.m. Consultant shall be provided access to buildings via key or card access key and may be escorted by staff. Consultant may work on Fridays if coordinated in advance with City. The Consultant must provide a schedule at least seven (7) days in advance of visiting a site to allow the City to notify staff of the site visit and assessment. City will provide an onsite contact at each location for questions.

Integration of Assessment Results:

Contractor can utilize the Nexgen iPad app to perform site assessments or provide data in an approved Excel format for import into the City's program. The City will provide contractor training on use of the program and access to the system for any number of users as required by contractor to perform work.

List of Facilities:

The list below is a complete list of City facilities to be assessed. The facilities highlighted in green were previously assessed in 2020; the information from those assessments shall be made

available to the consultant and shall be incorporated into the overall 10-year capital improvement plan and maintenance program.

Building Name	Address	Approx. Year Built	Approx. Square Footage
Auburndale Community Center	1045 Auburndale Street	1973	3,500
Brentwood Park Center	1646 Dawn Ridge	1976	1,340
Circle City Center	365 N. Main Street	2001	32,410
Corona Municipal Airport	1901 Aviation Drive	1980	1,000
Corona Animal Shelter	1330 Magnolia Avenue	2015	6,400
Corona City Hall	400 S. Vicentia Avenue	2008	134,655
Corona Police Department	730 Public Safety Way	2001	59,786
Corona Public Library	650 S. Main Street	1969	31,000
Corona Senior Center	921 S. Belle Avenue	1960	7,650
Fire Administration	735 Public Safety Way	2008	44,550
Fueling Station – Internal (Equipment & Canopy Area)	740 Public Safety Way	2001	4,785
Historic Civic Center, Including CAT Building and Civic Center Gym	815 W. Sixth Street / 502 S. Vicentia Avenue	1923	54,300
River Road Community Center	1100 River Road	1985	2,600
Shooting Range	710 Public Safety Way	2001	18,442
Shop Building	750 Public Safety Way	2001	10,240
Utilities Administration	755 Public Safety Way	2008	32,000
Vehicle Maintenance Building (Fleet)	760 Public Safety Way	2001	31,533
Vicentia Activity Center (Daycare)	550 S. Vicentia Avenue	2008	6,287
Victoria Park Community Center	312 Ninth Street	1914	4,600
Warehouse	770 Public Safety Way	2001	41,200

Fire Department Facilities

Fire Station 1	540 Magnolia Avenue	1974	6,679
Fire Station 2	225 East Harrison Street	1966	11,600
Fire Station 3	790 South Smith Avenue	1974	6,679
Fire Station 4	915 North McKinley	1994	7,882
Fire Station 5	1200 Canyon Crest	1988	6,404
Fire Station 6	110 West Upper Drive	1999	7,629
Fire Station 7	3777 Bedford Canyon	2004	16,200
Fire Training Tower	Public Safety Way	2002	4,103

Building Maintenance Program

After reviewing all facilities and existing information, the Consultant shall prepare a written Building Maintenance Program. The document shall include procedures, template checklists and recommended schedules for conducting regular facility inspections of building maintenance assets. The checklists should ensure compliance with International Building Code (IBC) and International Existing Building Code (IEBC). Additionally, the templates should include

appropriate information or triggers for intensified monitoring, assessment, repair or replacement of an asset.

The Building Maintenance Program shall also make recommendations regarding required training, knowledge, skills and abilities for all building maintenance technicians to improve efficiency and reduce costs where possible. The report shall also include comparative staffing levels with comparable agencies or industry standards based upon square footage per technician or other appropriate metric.

10-Year Capital Improvement Plan

Based upon the observed condition, estimated remaining useful life and impact the Consultant shall prepare a 10-year capital improvement plan, grouped by each building, with identification of specific projects including engineer's estimates for replacement costs, and totaled by each fiscal year. The capital improvement plan should provide a budgetary roadmap of work to be performed to ensure all City facilities and assets are maintained at or above industry standard practices.

Report Card and Metrics Development

The Consultant shall develop a written report card with various metrics based upon industry standards and Corona's building inventory. The report card shall identify appropriate categories and sources of objective data to be used for each metric and a grading scale to measure success and identify areas of improvement. Potential metrics include categories such as percentage of preventative to corrective maintenance, days open for service requests, dollars per square foot energy costs, etc.

Project Deliverables:

The Consultant shall provide the following documents as a result of the work performed:

1. A written, concise executive summary that briefly discusses each section of the work performed and provides key insights and concise data to support conclusions.
2. A comprehensive Building Maintenance Program that identifies the various types of equipment and assets that the Building Maintenance Division is responsible for, provides checklists and maintenance tasks, including intervals, by equipment class.
3. A sample report card with metrics, including source data, to be used on a regular basis to measure the effectiveness of the Building Maintenance Program.

Consultant proposed scope of work for Fire Department Facilities Building Assessment, Maintenance and Capital Improvement Plan

PROJECT MANAGEMENT

Project Kick-Off

The Consultant recommends that a project kick-off meeting (virtual) be scheduled with key stakeholders from the City as well as the Consultant's Project Manager at the outset of the project. The purpose of this meeting will be for all the stakeholders to meet to meet via an online platform, to outline the City's detailed objectives for the project; and ensure an understanding of the steps that will be part of project execution.

Collaboration

One of the founding principles of the Consultant is Collaboration. To accurately capture the condition of the City's assets, the Consultant will engage with the knowledgeable staff from the city's organization during the process, beyond providing someone to open locked doors and escort them through the facility. Although this does take more time for both our clients and our staff, in our experience, it results in a more useful end-product for the client.

One of the greatest issues associated with facility and asset management today is that many organizations have staff that house tremendous knowledge of their buildings within their heads. As those experienced staff prepare to retire, the organizations face a tremendous risk if that unique knowledge walks out the door with them leaving.

Throughout the Consultant project methodology the Consultant focuses on collaborating with the City to provide as much opportunity as possible to extract that institutional knowledge from the minds of the City's staff. This collaboration informs and supports the BCA/city, which in turn provide a more solid foundation for an on-going asset management program.

The Consultant exhibits the collaborative approach through:

- Project Kick-Off Meeting;
- Completion of a pilot-level program followed by a city review and debrief;
- Interviews with knowledgeable building and facility staff;
- Engaging the Consultant's site escorts throughout the site visit; and
- Integration of client-provided comments and feedback throughout the project.

Contact Information

The Consultant will prepare a Project Team Contact sheet for distribution to City representatives as well as the Site Assessment team which will include cell phone numbers and email addresses.

File Sharing

The Consultant will establish a secure web-based platform (OneDrive) for the sharing of documentation from the City as well as for transferring Draft and Final Reports. A file structure will be established at the outset of the project that will ensure ease of file sharing between our teams.

Consultant proposed scope of work for Fire Department Facilities Building Assessment, Maintenance and Capital Improvement Plan

The scope of work is understood to consist of 2 parts. This includes the BCA and a Zero Net Energy (ZNE) Assessment. The addition of the ZNE Assessment will be conducted only on the fire hall buildings.

Building Condition Assessments

The BCAs for the fire hall buildings will be completed as outlined in RFP No. 22-044RH and the Consultant's proposal response dated May 25, 2022. The scope includes BCA, equipment inventory, and maintenance plan.

Zero Net Energy Assessment

For each building, a Zero Net Energy (ZNE) Assessment will be conducted. The goal of the assessment is to identify the building upgrades to meet the California Energy Efficiency Strategic Plan of 50% zero net energy by 2030. As the ZNE assessment was not part of the original RFP, the Consultant has included our a detailed breakdown of the proposed scope of work below.

ZERO NET ENERGY ASSESSMENT METHODOLOGY

Load Profile

The load profile involving at least three years of utility consumption data provides the energy baseline for future measurement and verification. Also, it documents the utility costs for the energy savings calculations. Finally, it will be used as part of the assessment report to validate the proposed energy efficiency measures.

Data will be collected directly from the City. The data collected will be detailed in a standard spreadsheet format using weather data as appropriate and summarized in the utility analysis document. The following steps will be taken for the site on an annual basis:

- Obtain the monthly billing data for the sites.
- Obtain site specific parameters broken out by month including:
 - Utilized space and any additions, improvements, and changes in use that occurred over the past two years;
 - Major changes to facility energy loads and operational processes; and
 - Physical size and age of the site.
- Apply weather data to customers load profile to determine the weather normalized consumption profile.
- Confirm the theoretical baseline curve against the actual usage information.

On-Site Facility Assessment

Consultant field assessors will work with the appropriate City stakeholders to complete the site visit of each facility. All aspects of the facility's operation will be reviewed in order to first understand how the building is constructed and how it currently operates. Information gathered on the mechanical, electrical, and envelope systems will be used in the next step to identify and assess energy conservation opportunities (ECMs). This includes a detailed equipment inventory of each facility. This inventory will include gathering information from equipment nameplates and shop drawings. Where necessary field measurements may be taken to establish the information required for the analysis. Interviewing City operational staff is essential to gaining the understanding of how the building operates. The interview will occur during the site visit if the operations staff are locally available otherwise a call will be set-up to conduct the interview.

By involving the client's staff in the assessments, they will gain a better understanding of the program.

Existing Building Energy Analysis

The next step is to determine the current energy use breakdown for the existing building. In other words, where is all the energy being consumed in the building? This will involve calculating the breakdown of energy use. This will provide us with a better understanding of how energy is used in the facilities and allow us to identify ways to reduce energy consumption as well as provide confidence in the potential savings calculations.

Energy Conservation Opportunities

The first step in pursuing the ZNE targets is to reduce the energy consumption of the building. Optimizing the energy use reduces the amount of energy that is required to be offset. There are three main points in the project for developing the ECM opportunities list. The first follows the documentation review, where based on the information reviewed the Consultant's team will develop a list of ECM opportunities that will be further explored while on site. During the site visit the Consultant will explore the potential of the initial opportunities list and add any new ECMs observed through the site visit. At this stage the concept list will be shared with the City for their thoughts and feedback. The final update to the ECM opportunities list will occur upon the completion of energy analysis as through the process some additional ECM opportunities may be discovered as well as some may be removed.

ECM opportunities identified will be analyzed to determine their impact on utility costs versus retrofit costs. With the analysis completed, a financial spreadsheet will be developed that lists all ECM opportunities identified. For each, the cost to implement, operational and utility savings, applicable incentives, and simple payback will be included. The ECMs will be categorized as either low/no cost, Lifecycle Replacement or Energy Reduction Retrofit. Additional financial analysis such as NPV calculations and financed paybacks can be included. The ECMs will be individually evaluated at this time without considering the impact they have on one another. A recommended bundle will be provided considering the interaction between opportunities.

Solar Energy Generation Potential

A key component to ZNE is energy generation through renewable sources on site. A review of the solar PV potential on site will be conducted. This review will explore the electrical energy generation capacity from solar PV on the building/property. This will focus more on capacity of generation for the purpose of determining the potential offset of electricity use and help set a target for other ECM activities leading to 2030. This does not replace a detailed feasibility study prior to going forward with implementation as it will not include a structural analysis of the building envelope to support the PV array.

Documentation and Reporting

A formal written report summarizing the findings will be prepared. A draft report will be provided for the City to review and provide comments and feedback before a final report is completed.

The report takes all the information gathered in the assessment process distilling it into a document acting as the implementation plan for the client. This document typically includes:

- Facility systems and operational information;
- Load profile, charts, and analysis;
- List of all identified energy efficiency opportunities with a detailed explanation of each measure, recommended actions, and energy savings with financial analysis;
- Identify the on-site solar PV potential of the facility;
- Financial spreadsheet listing all identified opportunities; and
- Outline a plan to achieve 50% ZNE by 2030 including the on-site solar PV potential and ECMs to reduce the overall energy use.

EXHIBIT “C” COMPENSATION

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

1 FEE PROPOSAL

Roth IAMS is pleased to provide the City with the following fee for the condition assessment of each building and excel based database of **\$94,475.00 (excluding taxes)** for the scope of work outlined in the RFP.

1.1 FEE ASSUMPTIONS

The fees provided are based on the following assumptions:

1. The fees for the facilities include all nominal disbursements including travel expenses;
2. The Consultant Hourly Rate is a (assessor/project manager) blended rate and does not include travel time and travel expenses related to the execution of the project. Prior to commencing additional work Roth IAMS will submit for approval a fee proposal that is reflective of the scope of work requested;
3. At the time of the scheduled site visit, the assessors will have full access to facilities, especially to the roof, and the mechanical and electrical rooms.
4. We've assumed one kick-off meeting (virtual) and monthly progress meetings will be conference calls.

1.2 HOURLY RATES

Table 1 provides the hourly rates for the various roles included on our proposed project team.

Table 1 – Roth IAMS Hourly Rates	
Staff	Hourly Rate
Principal-in-Charge	\$175
Project Manager (and Back-Up)	\$175
Discipline Leaders	\$165
Site Assessors	\$135
Administrative Support	\$85

1.3 LABOUR HOUR ESTIMATE

Roth IAMS has created a Labour Hour Estimate which is attached below.

**Labor Hour Estimate
for
City of Corona**

Task Name	Staff Hours						Disbursements
	PIC	PM	DL	PM Lead	SA	Admin	
Project Management							
Start Date - Project Award		1					
Kick-Off Meeting	1.5	1.5					
Documentation Request, Exchange and Review		2		10	10		
Documentation Gathering (City)							
On-Going Project Meetings/Calls		3					
Project Wrap-Up Meeting	1.5	1.5					
Building Condition Assessment							
Interviews with Knowledgeable Staff		3			6		
On-Site Assessment (Pilot Building(s))		1			42		
Draft BCA Preparation of Pilot Report					40		
QA/QC Review			5				
Submission of Draft BCA Pilot Report		2			5	1	
City Comment Period							
On-Site Assessment (Remaining Buildings)		1			84		
Draft BCA Preparation of BCA Reports					200		
QA/QC Review			30				
Submission of Draft BCA Reports		2			20	3	
City Comment Period							
Revisions Based on Client Comments					20	4	
Submission of Final BCA Reports		2					
Preventative Maintenance Planning and Report Card							
Preventative Maintenance Program Development		1		26	45		
Report Card Development		1		7	15		
QA/QC Review			8				
Draft Submission		2			5		
City Comment Period							
Revisions Based on Client Comments				2	5	2	
Submission of Final Reports		2					
Total Hours	3	26	43	45	497	10	
Total Cost	\$ 525.00	\$ 4,550.00	\$ 7,095.00	\$ 6,750.00	\$ 67,095.00	\$ 850.00	\$ 7,610.00

Notes: Abbreviation Legend

PIC - Principal in Charge

PM - Project Manager

DLs - Discipline Leaders

PM Lead - Preventative Maintenance Lead

SAs - Site Assessors

Admin - Administrative Support

The Consultant is pleased to provide our fee for the completion of the FCAs for the fire halls in Table 2 below. The fees have been provided for each scope of work and each building. Our total fee for the additional work is **\$92,955.50 (excluding taxes)**.

Table 2 – Consultant Proposed Fees		
Building	BCA	ZNE Assessment
Fire Department Headquarters	N/A*	\$9,642.00
Fire Station 1	\$4,135.00	\$6,207.00
Fire Station 2	\$4,540.00	\$7,077.00
Fire Station 3	\$4,135.00	\$6,207.00
Fire Station 4	\$4,135.00	\$6,207.00
Fire Station 5	\$4,135.00	\$6,207.00
Fire Station 6	\$4,135.00	\$6,207.00
Fire Station 7	\$4,540.00	\$7,077.00
Fire Training Tower	\$3,782.50	\$4,587.00
Total Cost (excluding taxes)	\$33,537.50	\$59,418.00

*Notes:

The BCA fee for the Fire Department Headquarters is already included in the original Consultant's proposal dated May 25, 2022, and therefore has not been included in the additional scope here.