

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CORRPRO COMPANIES, INC.
(CATHODIC PROTECTION SYSTEM INSPECTIONS, INSPECTIONS REPORTS AND
AS-NEEDED SYSTEM MAINTENANCE SERVICES, RFP 24-060AS)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 3th day of July, 2024 by (“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. an Ohio Corporation with its principal place of business at 23309 La Palma Ave., Yorba Linda, CA 92887 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing cathodic protection system inspections and reports for approved as-needed system maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Cathodic Protection System Inspections, Inspection Reports, and As-Needed System Maintenance Services, RFP 24-060AS project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor 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).

2.4 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 cathodic protection system inspections, inspection reports, and as-needed system maintenance services for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 3, 2024 to June 30, 2025 ("Term"), unless earlier terminated as provided herein. Contractor 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 3.5.8 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 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 Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Sarvjit Singh and Wes McKinney, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor 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; Contractor. By executing this Agreement, Contractor 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 Contractor. Contractor 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. Contractor 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. Contractor 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 Contractor'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, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall

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REV. 3.3.6 - PTEAM 12292023

require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor 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. Contractor 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 Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

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

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

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor 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. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors 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 Contractor 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. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor

Code of the State of California. Employer's Liability limits of \$1,000,000 minimum; per accident for bodily injury or disease.

3.2.10.3 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 Contractor, 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 Contractor'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 Contractor.

(C) All Coverages. If Contractor 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 Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor 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 Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor'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 Contractor. Contractor 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. Contractor 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 Contractor. Contractor 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.

3.2.10.5 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, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 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 Contractor 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.

3.2.10.7 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.

3.2.10.8 Verification of Coverage. Contractor 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 Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 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. Contractor 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 Contractor 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 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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. Contractor 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 Three Hundred Thousand Dollars (\$300,000) 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors 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 contractor or subcontractor 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. Contractor 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 Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor 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, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor 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, Contractor 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 Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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 General Provisions.

3.5.1 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:

Contractor:

Corrpro Companies, Inc.
23309 La Palma Ave.
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.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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 Contractor'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 Contractor. Contractor'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.

3.5.3 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor 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. Contractor 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 subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor 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, Contractor 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. .

3.5.7 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.9 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.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 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.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.13 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.

3.5.14 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.

3.5.15 Authority to Enter Agreement. Contractor 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.

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

3.5.17 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
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CORRPRO COMPANIES, INC.
(CATHODIC PROTECTION SYSTEM INSPECTIONS, INSPECTIONS REPORTS AND
AS-NEEDED SYSTEM MAINTENANCE SERVICES, RFP 24-060AS)

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

CITY OF CORONA

By: _____
Tom Moody
Director of Utilities

Reviewed By: 
Katie Hockett
Assistant Director of Utilities

Reviewed By: 
Aftab Hussain
Maintenance Manager

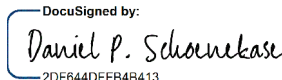
Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk, City of Corona, California

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CORRPRO COMPANIES, INC.
(CATHODIC PROTECTION SYSTEM INSPECTIONS, INSPECTIONS REPORTS AND
AS-NEEDED SYSTEM MAINTENANCE SERVICES, RFP 24-060AS)

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

CORRPRO COMPANIES, INC.
an Ohio corporation

By: 
Daniel P. Schoenekase
Senior Vice President

By: 
Donald E. Hake
Treasurer

EXHIBIT “A” SCOPE OF SERVICES

Contractor 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 cathodic protection system inspections, inspection reports and as-needed system maintenance services necessary for the Project. The Services are more particularly described herein.

A. Goal/Purpose:

The Contractor shall perform **Cathodic Protection System Inspections, Inspection Reports and As-Needed System Maintenance Services** on an “AS-NEEDED” basis for inspections and reports and authorized repairs at various locations throughout the City.

The Contractor will be reporting inspection results and recommendations for continued maintenance of the existing system and future system rehabilitation. The annual maintenance and upgrade recommendation report shall include projected costs for the next five (5) years based on immediate, moderate and long-term needs. The initial report shall be submitted no later than sixty (60) calendar days following Notice to Proceed (NTP). Following the initial report, all annual reports shall be submitted each year by December 15 (or nearest business day) for budgeting of the next fiscal year’s system maintenance or upgrade work to be performed on the City’s cathodic protection system.

The annual system recommendation report shall include an evaluation of the integrity of the existing cathodic protection system and future maintenance requirements based on the testing results of the City’s various metallic pipe systems and/or structures. The annual system recommendation report shall include forecasted costs for the next year’s proposed maintenance and system rehabilitation within the City’s area of service. The Contractor shall perform approved As-Needed Maintenance Services.

B. Existing Pipeline and Cathodic Testing Locations and Background:

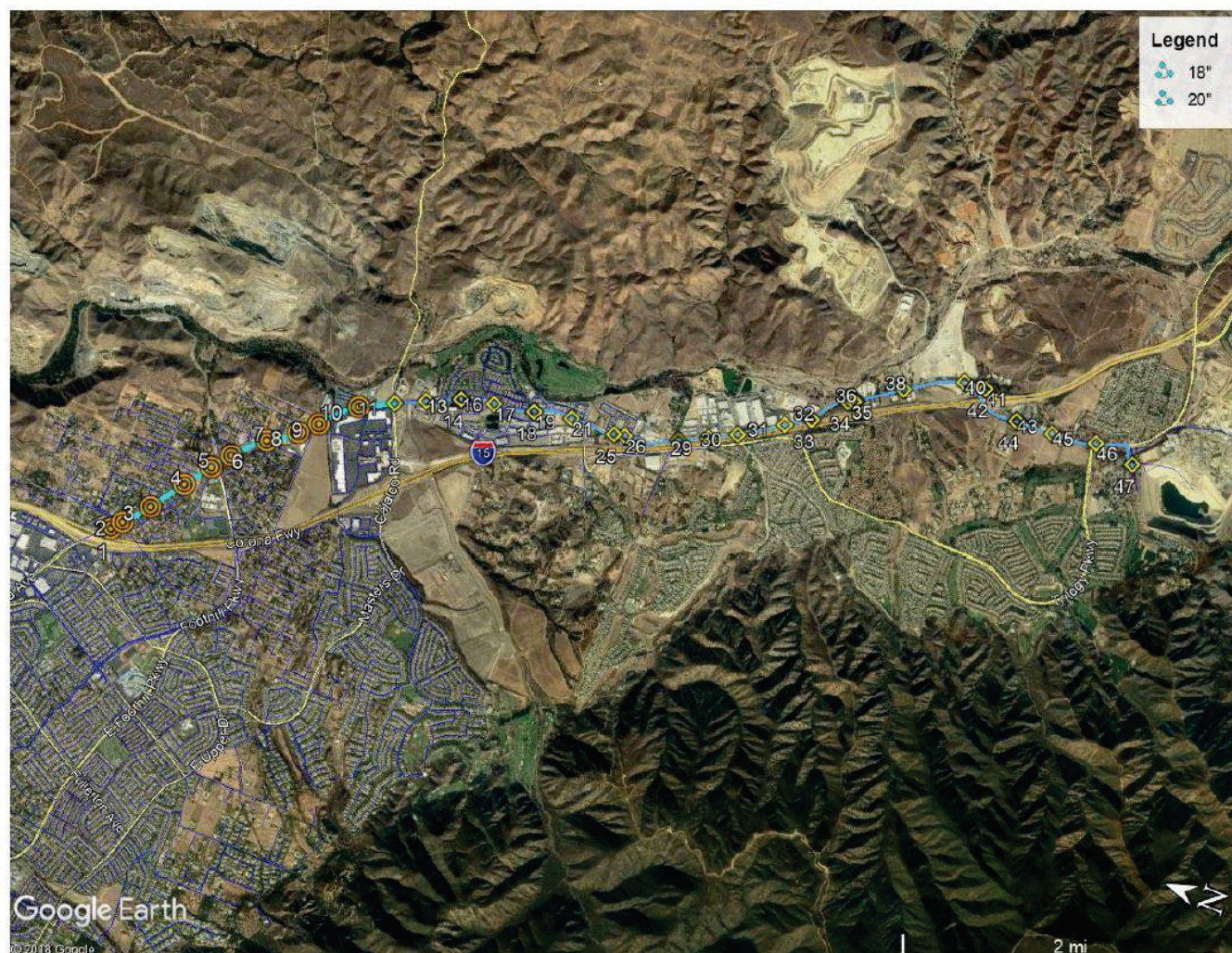
1. **Green River Area:** Water Atlas Page B-16 the Green River Area distribution piping system was installed from 1985 to 1987. The lines installed range from 6 to 12-inch cement mortar lined and asphalt wrapped steel pipe (CML&AW). The Area is supplied by two (2) 8-inch lines and one (1) 16-inch cement 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 concrete-mortar lined and coated (CML&C) and runs 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

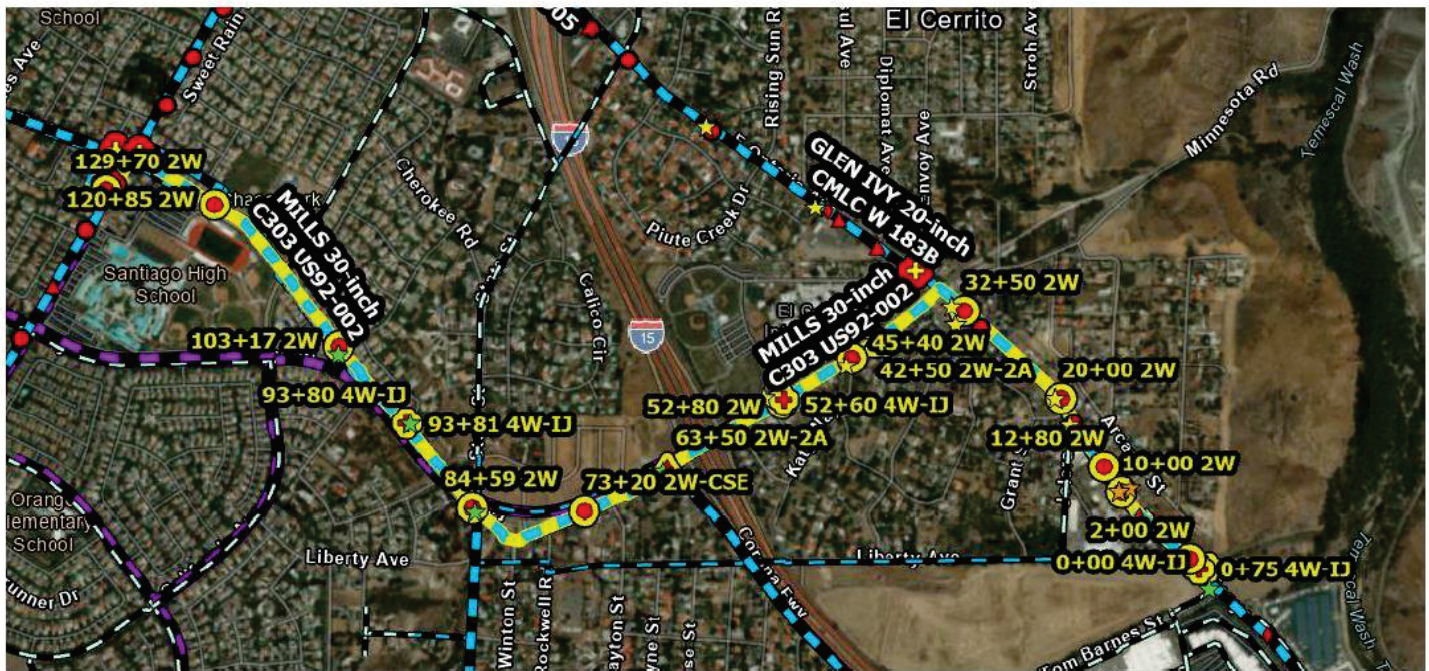


2. **Glen Ivy Pipeline:** Utilities Department as built drawings W183 indicate this line was installed in 1977. The line installed consisted of 18-inch and 20-inch cement mortar lined and coated (CML&C) steel pipe American Water Works Association (AWWA C200/C205). The tie in point for the 20-inch diameter 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



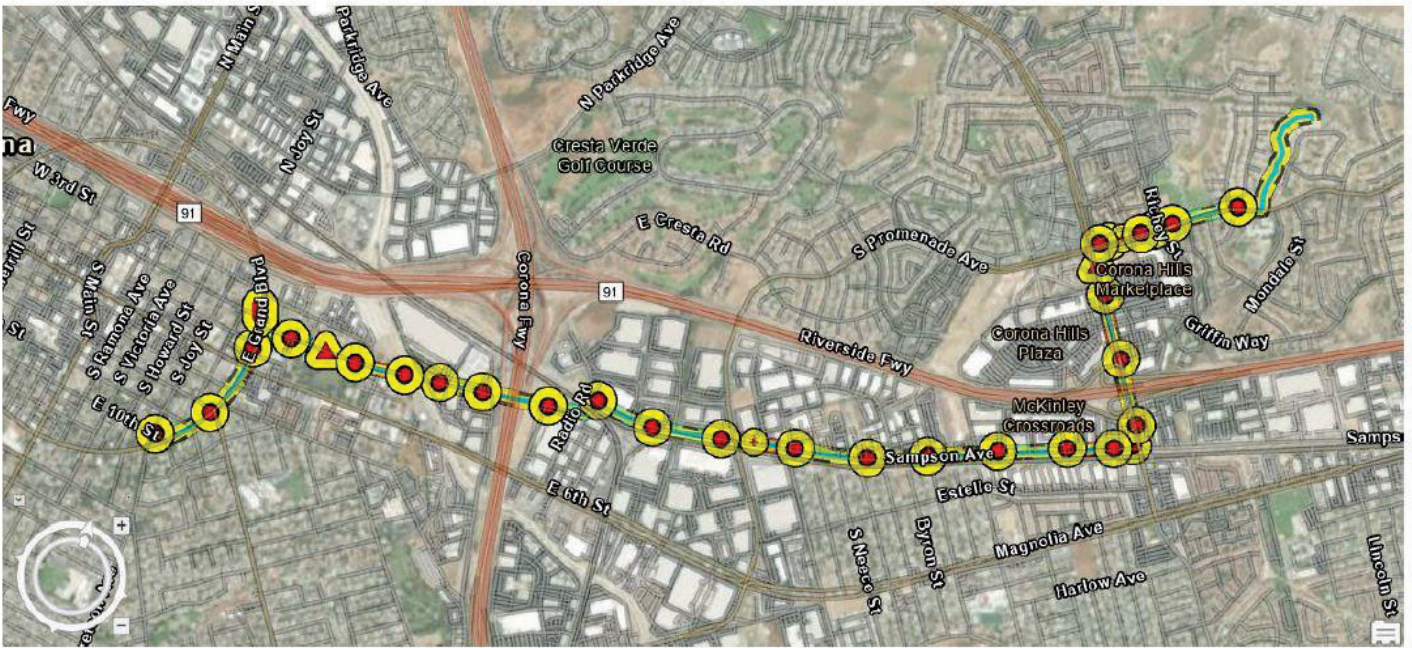
3. **Mills Pipeline:** Utilities Department as built drawings US92-02 indicated that this line was installed in 1993. This installation consisted of 30-inch concrete pipe, bar-wrapped, steel cylinder type meeting AWWA requirements of C303. The Mills Pipeline begins and ties in at the Western Municipal 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's Lester Water Treatment Facility.



- 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.

(CITY ATTY: 07-17)

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



C. Scope of Work

This scope of work establishes the minimum requirements for providing **Cathodic Protection System Inspections, Inspection Reports and As-Needed System Maintenance Services** to the City. The Contractor is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Contractor 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. Contractor shall provide all labor, materials, and equipment to complete the corrosion testing, survey analysis, maintenance, and installation of the cathodic protection equipment.

Permissible work hours for testing or maintenance on City Equipment and Facilities are 7 a.m. to 5 p.m. Monday through Thursday excluding City observed holidays. Any deviations from the hours listed above will require pre-approval by the City's Representative.

1. TASK 1: Develop Testing Plan

Contractor shall review existing drawings of metal pipeline installations and corrosion control systems, corrosion control documentation from previously performed tests and develop a test plan and strategy for the various systems in the City area of service, which include the following but are not limited to

- A complete review of background information such as structure's as-built drawings, coating and lining information, CP testing reports, structure failure information etc.

- A review of structures construction methods and other aspects affecting the scope of work for authorized tasks.
- A review of geotechnical reports if available.
- A review of available prior assessment reports.
- Field testing, survey methods and procedures.
- Safety
- Potential conflicts with the operation of the facility and other ongoing activities

2. TASK 2: Cathodic Protection Existing System

- a. Review and compile a current list of the City's Assets, which include the following but are not limited to:
 - 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.
- b. Identify additional City Assets such as metal lift stations, tanks, etc. that do not have monitoring or mitigation systems installed.
- c. Review and compile a list of historical data including the installation date, equipment life cycle, repairs, and identified leaks.

3. TASK 3: Initial System Inspection, Reporting and Annual Five (5) Year Maintenance Recommendation Plan

- a. Submit draft of system test report and annual maintenance and upgrade recommendation plan (within forty-five (45) calendar days following the date the Notice to Proceed was issued). See Appendix A with facility locations.
- b. All testing and reporting shall be per AWWA, NACE, ASTM, ACI standards and practices.
- c. Perform field adjustments as necessary to meet NACE cathodic protection requirements.
- d. Record final output setting following field adjustments.

- e. Perform diagnostic testing to determine a baseline integrity of the existing potable and reclaimed water systems and sewer system infrastructure improvements within the City's Limits. Note any field adjustments made during the testing.
- f. Perform inspection and testing for three (3) types of pipelines (potable water, reclaimed water and sewer) to include:
 - 1) Record and report pipe to soil readings with a description of the location by address and GPS locations.
 - 2) Close interval survey with GPS locations of deficient locations.
 - 3) Coating assessment through Direct Current Voltage Gradient (DCVG) or Alternating Current Voltage Gradient (ACVG) surveys.
 - 4) Include information from the survey to determine terrain, pipeline features, right of way conditions, obstacles encountered or locations that were skipped and will be surveyed at a later date.
- g. Perform condition assessment per AWWA, NACE, ASTM, ACI, OSHA, etc. standards and use nondestructive examination methods to determine:
 - 1) Remaining structural integrity.
 - 2) Estimated remaining life expectancy.
 - 3) Condition assessment services to be performed by a team who is certified and trained in nondestructive examination using ultrasonic thickness and dry film thickness tools to examine and determine current metal loss and coating failures. Bell hole technicians shall be trained in nondestructive examination using phases array, mag particle and ultrasonic thickness testing to inspect pipelines.
- h. Exact Location Identification of Deficient or Potential Failure Areas
 - 1) Troubleshoot identified low potential areas and locations indicating active corrosion. Provide photographs with GPS locations of any deficient areas (within the pipeline) or failed components or equipment within the existing system.
 - 2) Conduct current requirement test, test soil corrosiveness, isolation and continuity testing to determine the amount of cathodic protection needed to bring the existing system up to acceptable standards to mitigate corrosion.
 - 3) Identify low metal loss and coating failures during the External Corrosion Direct Assessment survey with GPS for exact locations. If City staff determines the need to expose sections for further nondestructive examination and/or remediation or repair of necessary pipeline sections, the Contractor shall submit detailed estimate of additional work for approval prior to commencing work.
- i. Compile a prioritized list of areas or systems requiring additional evaluation and testing. Include any photographs and recorded GPS coordinates to illustrate current conditions, equipment nameplates (if available), etc.
- j. Provide testing reports and annual recommendations in based on the immediate, mid-range and long-range needs based on manufacturer's recommended standards for equipment life cycle, annual repairs or equipment replacements including a cost analysis for the following year. Develop annual recommendations for repairs in order of most critical to least for the next five (5) years with cost projections.

4. TASK 4: City Requested Inspection, Testing and Report – See description for Task 3.

5. TASK 5: Annual Five (5) Year Maintenance Recommendation Plan

Submit annual Recommendation Plan with projected costs by December 15 of every year after 2024.

6. TASK 6: As-Needed Maintenance Service for Corrections of Deficient or Potential Failure Areas and System Remediation

- a. Provide detailed cost estimate within five (5) working days of request from City Representative, for approval, prior to proceeding with the work. The estimate to include all parts, labor, equipment and materials to complete the Maintenance issue. All maintenance labor shall be paid prevailing wage and require reporting to California Department of Industrial Relations (CA - DIR).

Remediation Detailed Cost Estimate Requirements

- Mobilization
- BMP's
- Traffic Control (if necessary)
- Excavation
- Trench Protection as required by Cal-OSHA
- Labor
- Parts and Materials (Mark up 15%)
- Backfill with compaction.
- AC/PCC surface repair if necessary

The City reserves the right to provide parts, materials, excavation, backfill services, and traffic control for any remediation project.

All work shall be completed in a thorough and workmanlike manner to the satisfaction of the City's Project Representative and the General Manager of Utilities Department. The Contractor shall meet all requirements of the City of Corona Standard Specifications and Plans, Current Building Codes of the State of California and the Uniform Plumbing Code and the current Standard Specification for Public Works Construction (Greenbook).

If circumstances require entry into a confined space, Contractor's employee must be trained and certified for Confined Space Entry.

- b. Contractor shall provide remediation services for deficient equipment or potential pipeline failure areas when identified and authorized by the City.

As part of the scope of work, The Contractor shall produce the following results:

- Establish a sound understanding of historical data obtained, as-built drawings of the protected structures and other pertinent information affecting the corrosion and integrity of the protected and unprotected structures.

- Provide an accurate information regarding the corrosivity of soil and water in which existing structures are operating.
- Assess corrosivity of the water flowing inside the pipelines and other metallic structures.
- Confirm that originally installed Cathodic Protection equipment is intact. Document missing equipment. Collect information regarding the locations of the Cathodic Protection equipment and provide it to the City for updating their database.
- Assess any risks of stray current interference from foreign AC and DC sources.
- Assess the integrity of the existing in-service Cathodic Protection systems.
- Evaluate the protection levels of protected structures being rendered by the existing corrosion protection systems in order to preserve the integrity of the protected assets.
- Make system output adjustments, minor repairs and retest the system as needed.
- Make recommendations for improvements and rehabilitation if required.
- Make recommendations for improving City's future corrosion monitoring program.
- Provide repairs to the system on as-needed basis.
- Deliver data that is compatible with City's with GIS and other assets integrity managements systems.
- Prepare technical memorandums, inspections reports, future maintenance plans etc.

D. Performance Requirements

1. The Contractor shall begin work within 7 days of Notice to Proceed (NTP) once the contract is awarded.
2. During the Testing and Existing System Evaluation Phase the following shall be provided:
 - a. **Reporting** – Monthly overview and brief report of areas or systems inspected, and the results submitted with Monthly Invoice. Report any major deficiencies or potential failure areas with this submission.
 - b. **Progress Meeting** – with City's Representative and Utilities Department Manager on a monthly basis.
3. **Format for Testing Reports and Annual Maintenance Report:** The Contractor shall submit to the City Project Representative a draft format for the annual report within fifteen (15) calendar days from the date the Notice to Proceed (NTP) is issued.
4. **Annual Maintenance and Upgrade Recommendation Report – Due within sixty (60) calendar days following the Notice to Proceed (NTP)** – include narrative, test results, photographs, graphs, and any other pertinent information from equipment listed in the scope of work and price list.
5. **City Requested Inspection and Report**– provide a general operation report for all systems (including any inactive or passive systems).
6. **Emergency Repairs to Corrosion Protection System** – respond within 24 hours
7. **City Council Meeting** – attendance when notified in advance.

E. Mandatory Requirements

1. **Personal Protection Equipment** - All Contractor's employees and subcontractors shall be required to wear all necessary PPE while performing work for the City of Corona.
2. **Supervision** – When there are employees working for the City there shall be an appointed supervisor/superintendent on site, as considered necessary.
3. **Laws and Performance Standards** - All Contractor's employees and subcontractors shall follow all applicable local, state, and federal laws and regulations during the performance of work in the City, such as Cal-OSHA, current Uniform and California Plumbing and Building codes, current City of Corona Standard Plans and Specifications, and the current Standard Specifications for Public Works Construction (Greenbook).

F. Minimum Qualifications

Contractor and subcontractors must meet these minimum qualifications:

1. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), and must maintain the license(s) throughout the duration of the Contract: **A valid California Classification (Class) A-General Engineering Contractor license, or Class C-34 – Pipeline Contractor license, or Class C-36 – Plumbing Contractor license.**
2. Technicians and field supervisors shall be NACE (National Association of Corrosion Engineers) certified CP1, CP3 and CP interference certified.
3. Have a current registration with the California Department of Industrial Relations for maintenance work.
4. Have five (5) years of relevant experience performing **Cathodic Protection System Inspections and Reports – As-Needed System Maintenance Services** for five (5) other agencies in the southern California area.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

EXHIBIT "B"

SCHEDULE OF SERVICES

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

The contract term shall be effective on or about July 3, 2024 through June 30, 2025 with two (2) additional two (2) option year renewal periods, on an as-needed basis, with no guaranteed usage for the cathodic protection system maintenance, inspections, reports and authorized repairs. Pricing shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

Option 1, if exercised, shall be effective July 1, 2025 through June 30, 2027.

Option 2, if exercised, shall be effective July 1, 2027 through June 30, 2029.

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City's bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City's Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 48 hours after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 24 hours of being notified by City that there is an emergency, and to be mobilized and on-site within (24) hours of such emergency notification by City.

EXHIBIT “C” COMPENSATION

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

Item No.	Description	Est Qty	Unit	Unit Price	Total Price
1	Task 1: Cathodic Protection System - Develop Testing Plan	1	LS	\$5,900.00	\$5,900.00
2	Task 2: Review and compile a current list of the City’s Assets for the Potable System (approximately 55 miles of steel piping plus equipment and infrastructure improvements), Reclaimed Water System (approximately 45 miles of piping plus equipment and infrastructure improvements) and Sewer System (plus lift stations, etc.)	1	LS	\$6,500.00	\$6,500.00
3	Task 3: Initial Systems Inspection, Testing, Reporting and Five (5) Year Maintenance Recommendation Plan	1	LS	\$87,000.00	\$87,000.00
4	Task 4: City Requested System Inspection, Testing and Reporting	Pricing for Existing Systems and Equipment Listed Below			
4a	Green River Area	1	EA	\$14,500.00	\$14,500.00
4b	Glen Ivy Pipeline	1	EA	\$18,500.00	\$18,500.00
4c	Mills Pipeline	1	EA	\$12,500.00	\$12,500.00
4d	AD – 79 – 30 Inch Pipeline	1	EA	\$19,200.00	\$19,200.00
4e	Steel Pipeline Continuity Testing (Potable and Reclaimed Water, Sewer)	1	LF	\$0.75	\$0.75
Item No.	Description	Est Qty	Unit	Unit Price	Total Price
4	Task 4: (Continued) City Requested System Inspection, Testing and Reporting	Pricing for Existing Systems and Equipment Listed Below			
4f	Test Station	1	EA	\$105.00	\$105.00
4g	Steel water storage tank protection system	1	EA	\$1,350.00	\$1,350.00
4h	Steel backwash tanks at treatment facility	1	EA	\$1,350.00	\$1,350.00

4i	Rectifiers	1	EA	\$750.00	\$750.00
4j	Water Booster Stations (Potable, Reclaimed, Treated)	1	EA	\$1,850.00	\$1,850.00
4k	Can Style Lift Station	1	EA	\$1,850.00	\$1,850.00
4l	Sewer Lift Station Force Main	1	EA	\$1,850.00	\$1,850.00
5	Task 5: Annual Report with five (5) year maintenance recommendations including system repairs, upgrades and system rehabilitation recommendations in order of magnitude based on immediate to long term requirements. Report is due each year on December 15 beginning in 2024.	1	LS	\$10,800.00	\$10,800.00
Task 6: As Needed Repairs (Pricing Below)					
6	Emergency response time – 2 hour minimum	1	EA	\$1,050.00	\$1,050.00
7	Regular Hourly rate between 7 a.m. and 5 p.m. Monday through Friday (Technician)	1	HR	\$135.00	\$135.00
8	Overtime (time and a half) Rate between 5:01 p.m. and 9 p.m. Monday through Friday and Saturday (Technician)	1	HR	\$168.00	\$168.00
9	Double Time after 12 continuous hours or Sunday or holidays (Technician)	1	HR	\$216.00	\$216.00
10	Provide and install anodes (buried)	1	EA	\$1,550.00	\$1,550.00
11	Provide and install cathodes (buried)	1	EA	\$0	\$0
12	Provide and install buried insulating flange kits	1	EA	\$2,500.00	\$2,500.00
13	Provide and install new four (4) wire test station	1	EA	\$2,500.00	\$2,500.00
Item No.	Description	Est Qty	Unit	Unit Price	Total Price
14	Attendance at City Council Meetings, when requested.	1	LS	\$750.00	\$750.00
Total Price of Item Numbers 1 to 14 (in numbers):				\$192,874.75	

RATES FOR INSPECTION REPORTS AND “AS-NEEDED” SYSTEM MAINTENANCE SERVICES:

<u>Engineering Services Personnel</u>	<u>Straight Time</u>	<u>Overtime</u>
Project Director	\$ 242.00/hr.	\$ 242.00/hr.
Principal Engineer/Director	\$ 196.00/hr.	\$ 196.00/hr.
Project Manager	\$ 162.00/hr.	\$ 162.00/hr.
Senior Engineer/CP Specialist	\$ 158.00/hr.	\$ 198.00/hr.
Engineer II	145.00/hr.	\$ 181.00/hr.
Engineer I	\$ 125.00/hr.	\$ 156.00/hr.
Senior Technologist	\$ 115.00/hr.	\$ 143.00/hr.
Technologist	\$ 110.00/hr.	\$ 137.00/hr.
Senior Technician	\$ 125.00/hr.	\$ 156.00/hr.
Technician	\$ 135.00/hr.	\$ 168.00 /hr.
Coating Inspector	\$ 110.00/hr.	\$ 137.00 /hr.
Data Integration	\$ 85.00/hr.	\$ 107.00 /hr.
Designer/CAD	\$ 95.00/hr.	\$ 118.00 /hr.
Project Administrator	\$ 75.00/hr.	\$ 94.00 /hr.
Word Processing	\$ 58.00/hr.	\$ 72.00 /hr.

<u>Close Interval and Direct Assessment Survey Personnel</u>	
Project Manager	\$ 162.00 /hr.
Senior Integrity Engineer	\$ 138.00 /hr.
Integrity Engineer	\$ 126.00 /hr.
Integrity Technologist	\$ 106.00 /hr.
Integrity Technician	\$ 90.00 /hr.
Data Processing	\$ 65.00 /hr.
Standard CIS Crew	\$ 2,850.00 /day/3-man crew
Special CIS Crew	\$ 3,500.00 /day/4-man crew
DCVG, AC Current Attenuation	\$ 3,500.00 /day/4-man crew
Marsh and River Crossing Surveys	\$ 3,250.00 /day/3-man crew + vessel and wire
Sub-Foot GPS	\$ 350.00 /day
Soil Resistivity Survey	\$ 1,750.00 /day/2-man crew
Crew Standby	60% of quoted day rate
Current Interrupters	\$ 35.00 /day/interrupter
(Survey Crew Rates Include Vehicles, Survey Equipment and Subsistence)3-Man Survey	

<u>Miscellaneous</u>	<u>Rate</u>
Vehicle, Mileage and Eqpt.	\$165.00/day
Materials	\$ Cost +25%
Lab Testing	\$ Cost +25%

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.