



February 8, 2024

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 24-048AT

SECTION I

INVITATION

The City of Corona Utilities Department (City) invites proposals from qualified consultants for:

**CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS –
WASTEWATER AND POTABLE WATER**

Please read this entire RFP package and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

****IMPORTANT** PLEASE REVIEW THE CITY’S INSURANCE
REQUIREMENTS AND FORMS LOCATED IN SECTION V
(PROPOSAL CONTENT AND FORMS) AND VII (FORM OF AGREEMENT)
SUBSECTION 3.2.10 INSURANCE, ET SEQ****

Tentative RFP Schedule
(Subject to change at City’s discretion)

- 1. Issue RFP February 8, 2024
- 2. Written Questions from Consultant Due..... 2 P.M., February 19, 2024
- 3. Responses from City Due February 21, 2024
- 4. Proposals Due 2 P.M., March 12, 2024
- 5. Proposal Evaluation Completed..... March 18, 2024
- 6. Consultant Selection March 20, 2024
- 7. Council Approval..... May 1, 2024

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SECTION II.

RFP INSTRUCTIONS

A. Proposal Format

The proposal should consist of the following sections, at minimum. Supplemental information beneficial to the proposal is acceptable as attachments or Appendices if directly applicable. Consultants are encouraged to be concise with the company background and experience sections and focus on experience delivering schedule-driven Chemical and Bacteriological Laboratory Analysis of Wastewater and Potable Water services.

1. Qualifications, Related Experience and References
2. Proposed Staffing and Project Organization
3. Work Plan
4. Labor Hour Estimate and Fee Proposal, **submit as a separate file. Do not include in the same file with Consultant's technical proposal.** (Break down job classification and type of costs by amount and/or rates)
5. Appendices

B. Examination of Proposal Documents

By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP, have reviewed the project location, understand the project objectives and are capable of performing quality work to achieve the City's objectives.

C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the proposal Due Date and Time. Consultants shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this RFP. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

All registered vendors with a PlanetBids status of either bidder or non-bidder that have downloaded a copy of this RFP and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of consultants to ensure they have received all addenda prior to submitting a proposal. To this end, consultants should contact the City's Purchasing Division prior to

the proposal due date to verify receipt of all Addenda issued. Consultants shall acknowledge receipt of all Addenda when submitting their electronic proposals.

D. Clarifications

1. Examination of Documents

Should a consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter.

2. Submitting Requests

Consultants shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. All Consultant questions must be submitted no later than **2 P.M., February 19, 2024**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. City Responses

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section D above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the proposal due date and time, the proposal due date will be extended.

E. Submission of Proposals

1. Date and Time

All proposals shall be submitted no later than **2 P.M., March 12, 2024**.

2. Electronic Submission

Proposals shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow proposals to be submitted after the due date and time. It is the consultant's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the consultant properly uploads all required documents. Only electronic proposals**

will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.

3. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal.
- b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

F. Proposal Withdrawal

Electronic proposals may be withdrawn by consultant prior to the date and time set forth in Section F.1 above. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

H. Pre-Contractual Expenses

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

1. Preparing its proposal in response to this RFP;
2. Submitting the proposal to City;
3. Negotiating with City on any matter related to the proposal; or
4. Any other expenses incurred by the consultant prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

I. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to request additional information from consultants as appropriate, to negotiate with other than the highest-ranked consultant(s) should negotiations with the highest-ranked consultant(s) be terminated, or to cancel all or part of this RFP.

J. Contract Term

The contract term shall be effective on or about July 1, 2024 through June 30, 2025 with. 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, 2026.

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

Option 3, if exercised, shall be effective July 1, 2027 through June 30, 2028.

Option 4, if exercised, shall be effective July 1, 2028 through June 30, 2029.

Option 5, if exercised, shall be effective July 1, 2029 through June 30, 2030.

Option year pricing shall be negotiated by the Parties prior to commencement of each additional one (1) 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.

K. Acceptance of Order

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

L. Company Performance

It is the intent of the City to create a long-term working partnership with the selected firm. The City’s Representative will complete a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section V and will be the basis for periodic assessments by the City to establish contract performance metrics.

M. City of Corona Business License

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City’s website:

<https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

N. Prevailing Wage

Refer to Section VII. Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

O. Insurance Requirements

Within ten (10) consecutive calendar days after the notice of award, the Consultant to whom a contract is awarded from this request for proposals shall furnish the City, through its third-party insurance partner, Exigis, certificates of insurance and endorsements evidencing coverage as specified in Section VII. Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, officers, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

Consultants are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to the Form of Agreement, to ensure the specified minimum coverage limits, endorsements and other requirements can be met.

Consultants must review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section V and return with their proposal. **Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answer period.** Consultants are cautioned that exceptions or deviations from the RFP insurance requirements may cause their proposal to be rejected as non-responsive.

R. Negative History

Consultant must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the firm must affirmatively state in its Proposal, there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

T. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by proposer. The City will use its best efforts to inform proposer of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, proposer shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to upload separate files for all “Confidential,” “Proprietary,” or “Trade Secret” data when submitting their proposal documents. The file names shall include the words “Confidential”, “Proprietary” or “Trade Secret”. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not uploaded as separate files and include “Confidential”, “Proprietary” or “Trade Secret” as part of the file name.

U. Special Provisions for Services

1. Accessibility. Consultant shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Consultant shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the consultant hereunder.
3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The consultant shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the consultant for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

4. Contract Incorporation. This contract embodies the entire contract between the City and the Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Consultant's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

5. Rejection of Work. Consultant agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

SECTION III.

EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge, experience preparing Chemical and Bacteriological Laboratory Ana and expertise in all aspects of the services requested in this RFP. Following is what the City considers important in evaluating the proposals and the assembled teams for a successful project. Minimum requirements are as follows:

A. Evaluation Criteria

Each consultant proposal will be reviewed by the Selection Committee and graded individually by each City employee participant, with a final grade being assigned collectively by the Selection Committee. The following weighting and points will be assigned to the Proposal for evaluation purposes:

Criteria	Max Points	Rating
Completeness of Response	0	Pass or Fail
Qualification of Firm	25	
Qualifications of Personnel	25	
Work Plan / Project Understanding and Approach	25	
Value	25	
Total	100	

1. Completeness of Response (Pass/Fail) - 0

- a) Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

2. Qualification of Firm – 25 points

- a) Strength and stability of the firm;
- b) Technical competence and experience of firm’s consultants in general providing similar services;
- c) Demonstrated knowledge of the scope of work required, capability of performing specific tasks outlined in the RFP;
- d) Adequacy of staff to provide required services; and
- e) Reputation of firm in providing similar services.

3. Qualifications of Personnel – 25 points

- a. Qualifications, education, technical competence, and experience of staff;
- b) Proposal demonstrates the following:
 - 1. Provides a project-appropriate Consultant team organization diagram, including the Project Manager as the main point of contact.
 - 2. Identifies the geographic location of the firm and each team member.
 - 3. Describes the qualifications and experience of each proposed consultant team member, including key areas of expertise of each team member, plus their anticipated level of participation for the proposed type of service.
 - 4. Identifies the anticipated level of participation as primary or supportive.
 - 5. Clarifies who would be reasonably expected to perform the bulk of the work, and who would perform primarily oversight, QA/QC, and other supportive roles;
- c) Evidence of successful completion of similar projects.

4. Work Plan / Project Understanding and Approach 25 points

- a) Depth and thoroughness of Consultant’s understanding of the Project and the City’s requirements;
- b) Identification and understanding of Project issues and challenges.
- c) Quality and logic of work plan;
- d) Logic of Project organization and appropriateness of resource estimate and labor distribution among the tasks;
- e) Adequacy of system or process for managing cost and budget;
- f) Adequacy of system or process for managing project schedule;
- g) Adequacy of system or process for communicating with the City.

5. Value – 25 points

- a) Appropriate number of hours budgeted for Project tasks;
- b) Reasonableness of the Consultant’s hourly rates, labor hours, and fee required to perform the work in relation to the scope of work and other proposals received.
- c) The total fee will be judged for value and used as the basis of comparison between the proposals submitted

B. EVALUATION PROCEDURE

An Evaluation Committee comprised of City staff, and may include personnel from stakeholder agencies, will be appointed to review all proposals in accordance with the above criteria

During the evaluation period, the City may do any or all of the following:

- A. Generate a “short list” and conduct interviews with the top candidates;
- B. Conduct on-site visits and/or tours of the candidates’ places of business; and
- C. Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without consultant visits, project visits, interviews, or further discussions or negotiations.

Oral Interviews – If the City elects to complete oral interviews, in addition to the points identified in Table 1, above; proposals with a minimum score of seventy (70) points will be invited to an Oral Interview. The Oral Interview will provide a maximum total of ten (10) points in addition to the maximum 100 points identified in Table 1. The available scoring for the Oral Interview is as follows:

<u>Category</u>	<u>Points</u>
Presentation	1
Technical Content	2
Project Manager and Key Team Members	2
Communication Skills	1
Project Understanding	2
Flexibility to Accommodate City Needs	1
Total Maximum Points	10

C. AWARD

Consultants are to submit a separate fee proposal with their technical proposal. Upon review and scoring of all proposals, the City will begin negotiations with the highest ranked Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations and open negotiations with the next highest ranked Consultant.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project. The City anticipates making final selections and awards on or about May 1, 2024.

SECTION IV.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The City of Corona Utilities Department invites proposals from qualified parties for wastewater and potable water analytical services and sampling related to public water supply and wastewater discharge.

Background

The City of Corona is located approximately 45 miles southeast of Los Angeles in western Riverside County. The City limits encompass 39.2 square miles and the population is over 160,000. The Utilities Department's mission is to protect public health by providing the highest quality water, reclaimed water and electric service.

The prospective Consultant has the option to submit a proposal for the Potable category, Wastewater category, or both categories.

Potable Water Category:

The City of Corona Utilities Department invites proposals from qualified parties for potable water analytical services and sampling related to public water supply.

The scope of work shall include Chemical and Biological Laboratory tests of the analyses and species indicated in the **Schedule A- Water Production (Potable Water) category**.

All test methods must be approved under 40 CFR part 136, unless, a particular method is expressly requested by the City.

Consultant will be expected to pick up samples collected by Water Production staff at a designated location (Temescal Desalter, 745 Public Safety Way) on a daily basis including holidays. The Successful Consultant shall provide qualified personnel sufficiently trained to transport all samples, in addition to supplying method preferred sample containers with any required preservatives, labels, chain of custody forms upon request, zip lock plastic bags, ice and ice chests for sample transportation. All required sample temperatures and holding times shall be strictly observed in order to maintain the integrity of results.

Consultant shall be responsible for submitting the required analytical results directly to the State Water Resources Control Board (SWRCB) California Laboratory Intake Portal (CLIP), ensuring that all data reporting is on time, correct, and accepted by the SWRCB, and Consultant shall be responsible for electronically transmitting analytical results into the City's WIMS database via Electronic Data Deliverable (EDD) files, ensuring that all data reporting is on time and correct. Special detection reports, including but not limited to, at or above MCL chemical test results, preliminary positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.

Consultant will be expected to be timely with reporting results as will be agreed upon between the City and the Successful Consultant. The City may terminate the agreement if the Successful Consultant fails to meet the required turn-around time.

Consultant's laboratory shall be located within a one hundred (100) mile driving distance of the City. Consultant is expected to provide a dedicated experienced project manager for all City projects and provide responses to emails and phone calls within one business day. If the primary project manager is unavailable, an equally qualified back-up project manager is expected to be made available. Project manager must communicate unavailability so the City can make necessary adjustments to sampling schedules or projects.

All analyses reports provided by the Successful Consultant shall show the following:

1. Method of analysis
2. Detection and Reporting limits
3. Qualifiers

The analyses methods specified in the line items in Schedule A – Water Production, and the detection limits per constituent listed in the Attachments “A” and “B” are the testing requirements by the City at this time. Should new requirements become necessary, then it is understood that the new tests will be priced at the same relative pricing level for the line items in the proposal. The City may terminate the agreement if the Successful Consultant fails to maintain the same relative pricing structure.

The City reserves the right to apportion the award among two or more Consultants. Consultants must include all line items listed on Schedule A in the cost file of the proposal. The City reserves the right, under emergency or special circumstances, to place orders with other vendors if the awarded vendor(s) cannot meet the City's requirements. The City may terminate the purchase order and contract if vendor fails to meet the required delivery time.

Quantities indicated for pricing for the line items in Attachment A are based on estimations for twelve (12) months requirements. The City does not imply or make any commitment to purchase a specific quantity during the term of the contract and may increase or decrease the estimated number of samples and analyses as necessary.

All prices are to be firm fixed for a period of one year with five (5) one-year option renewals. Optional renewal periods shall be negotiated prior to the commencement of any additional one-year period. Price adjustments for each option year renewal 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 Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

All unit costs for each line item in Attachment A submitted in the cost file of the proposal must include sample containers, preservatives, ice, ice chests, labels, plastic zip lock bags, pickup, delivery, testing, reporting and any ancillary costs required to complete the work.

Consultant shall include a per trip up-charge for sample pick up for other than regularly scheduled business hours indicated in Attachment A in the cost file of the proposal.

From time to time, the City may require Rush Analysis, and Consultant shall provide up-charges for Rush Analysis for each constituent (less than 10 business days) indicated in Attachment A in the cost file of the proposal.

The Successful Consultant will be issued an annual purchase order. The Successful Consultant shall include the purchase order number and sample identification name and number on each monthly invoice submitted for payment. Invoices must be separated by project, as determined by the City.

Schedule A- WATER PRODUCTION

Perform Chemical & Bacteriological Analysis for Potable Water Quality Samples

Perform chemical and bacteriological analysis of potable water samples for the City's Water Production Division. All potable water samples will be collected and labeled by City staff and shall be picked up and transported by Consultant from the Temescal Desalter located at 745 Public Safety Way, Corona, CA 92878. All analyses shall be conducted in accordance with the Water Production Schedules shown in Attachment B.

1. All sample preservation and analysis shall be conducted in accordance with the specifications in Attachment "A".
2. Successful Consultant shall provide all ice chests for sample transportation, sample containers with required preservatives, labels, plastic zip lock bags, and any special sampling instructions required for these analyses.
3. Analyses shall be performed in accordance with all Federal, State, County and EPA requirements. Consultant shall be certified by the SWRCB, pursuant to Section 116390, Health and Safety Code for performing contracted analysis; the Consultant must also meet the criteria in section 100825 of the California Health and Safety Code. Consultants must also be certified in NELAP. All subcontractors, if any, to be used during the term of the contract must be identified with their list of qualifications, certification, and representative experience.
4. The results of all analyses shall be reported (three reports required) within a reasonable period of time, not to exceed ten (10) working days except for nitrate and bacteriological test reports which shall follow paragraph (d.) below. The City requires electronic data transfer.
 - a. Consultant shall (1) submit the required analytical results directly to the SWRCB database in digital, electronic form via EDT ensuring that all data reporting is on time, correct, and accepted by the SWRCB, and (2) electronically transmit via EDD, the analytical results into the City's WIMS database, ensuring that all data

reporting is correctly formatted for download, on time and correct, and (3) an electronically downloadable laboratory report with all required analytical results, detection and reporting limits, field data, QA/QC data, chain of custody, flag legend and folder comments.

- b. Additional electronic J-Flag reporting to the City or SWRCB databases may be required for specific constituents such as lead and copper and PFC's.
 - c. Exceptions reports including, but not limited to, at or above MCL chemical test results, presumptive positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.
 - d. Nitrate and Bacteriological Samples will be set up at the lab on the date received by Consultant. Results shall be posted electronically and available to the City within six (6) hours of test completion.
4. Consultant shall not invoice City for any results reported after 30 calendar days from the sample date unless Consultant has requested and received prior written approval from City.
 5. EMERGENCY ACTION PLAN. Successful Consultant shall assure its ability to provide water quality testing at 100% availability during the term of the contract. This would include performance at times when other services may be disrupted due to natural or unexpected occurrences. The Successful Consultant shall provide an Emergency Action Plan that will assure this criterion to the satisfaction of the City. This plan should include, but is not limited to, the following features: separate back up communication equipment; principals' emergency telephone numbers; back up water testing; emergency power; reserve supplies/resources; and on-call, expedient testing during emergency situations.
 6. MAXIMUM CONTAMINANT LEVEL (MCL). The Successful Consultant shall notify the City by telephone and e-mail within six (6) hours, Monday through Sunday, after determining that any result exceeds an MCL or requires resampling according to State or Federal standards.
 - a. Consultant shall review and verify all sample values greater than or equal to 80% of Maximum Contaminate Level, unless past history indicates otherwise, before sending results.
 - b. Consultant shall notify the City by telephone within six (6) hours after determining that any bacteriological sample is coliform positive. Said sample must be analyzed to determine whether fecal coliform is present. The Consultant shall notify the City by telephone within six (6) hours after determining that any sample is present for fecal coliform.
 7. ANALYTICAL QUALITY CONTROL. The Successful Consultant must maintain a formal internal quality assurance program by means of spikes, duplicates, etc., and this

program must be maintained for periodic inspection by the City. The successful Consultant must also provide the City with a monthly report on the extent and results of the internal quality control program. The form of the monthly quality control report will be mutually agreed upon by the Successful Consultant and the City.

All certified value reference samples (ERA, NIST, and ELAP) must be within manufacturer's published acceptance limits.

- a. ACCURACY. From time to time the City may prepare and submit for analysis to the successful Consultant, without prior notification or identification as such, water of previously known composition. Unsatisfactory reports on the composition of such water may be cause for cancellation of this contract by the City.
 - b. PRECISION. From time to time, the City may submit to the Successful Consultant, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by known factor of established volumetric dilution. Unsatisfactory replicated analyses may be cause for cancellation of this contract by the City.
8. RECORDS AND REPORTS. Consultant shall maintain a file of data sheets; data shall be filed alphanumerical under the identifying name of the same as assigned by the City.
 9. SAMPLE CONTAINERS. Unused portions of water samples will be retained by Consultant, in the containers in which they were delivered by the City to Consultant, for a minimum period of two (2) weeks following transmittal of report of analysis to the City in case a repeat analysis is required.
 10. WARRANTY OF FEE SCHEDULE. The Successful Consultant agrees to provide timely service to the City under the fee schedule set forth in this contract, unless the agreement is terminated as provided herein.
 11. CERTIFICATION. Each Consultant shall be certified by the State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and National Environmental Laboratory Accreditation Program (NELAP) and must provide proof of Certification with their Bid as well as maintain the Certification throughout the duration of the agreement. Each Consultant shall also include with their Bid, their most recent drinking water Proficiency Evaluation (PE) results as approved by USEPA. Consultants shall have achieved acceptable identification and qualification rates of 85% or better.
 12. SUBCONTRACTORS. Consultant shall not subcontract more than twenty percent (20%) of the total awarded contract. If Consultant utilizes subcontractors, Consultant shall provide, with their Bid, a list of proposed subcontractors and the analyses to be performed by each named subcontractor. All subcontractors used to perform laboratory analyses shall meet all of the same minimum requirements as the prime Consultant. Consultant shall include, with their bid, each subcontractor's ELAP and NELAP, and USEPA certifications and most recent drinking water P.E. results as approved by USEPA.

13. ALTERNATE METHODS OF ANALYSIS. If Consultant chooses to propose an alternate method of analysis from that specified, the alternate method shall conform to appropriate regulatory standards. The alternate method shall be clearly indicated for each line item in Attachment A. By signing the RFP Form, Consultants certify that proposed alternate methods conform to regulatory requirements.

Attachment A

NOTE: This publication is meant to be an aid to the staff of the State Board's Division of Drinking Water and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes—in this case, 17 CCR and 22 CCR—whenever specific citations are required. Statutes related to the State Board's drinking water-related activities are in the Health & Safety Code, the Water Code, and other codes.

**Table 64431-A
Maximum Contaminant Levels
Inorganic Chemicals**

<i>Chemical</i>	<i>Maximum Contaminant Level, mg/L</i>
Aluminum	1.
Antimony	0.006
Arsenic	0.010
Asbestos	7 MFL*
Barium	1.
Beryllium	0.004
Cadmium	0.005
Chromium	0.05
Cyanide	0.15
Fluoride	2.0
Mercury	0.002
Nickel	0.1
Nitrate (as nitrogen)	10.
Nitrate+Nitrite (sum as nitrogen)	10.
Nitrite (as nitrogen)	1.
Perchlorate	0.006
Selenium	0.05
Thallium	0.002

* MFL=million fibers per liter; MCL for fibers exceeding 10 µm in length.

§64432. Monitoring and Compliance--Inorganic Chemicals.

(a) All public water systems shall monitor to determine compliance with the nitrate and nitrite MCLs in table 64431-A, pursuant to subsections (d) through (f) and Section 64432.1. All community and nontransient-noncommunity water systems shall monitor to determine compliance with the perchlorate MCL, pursuant to subsections (d), (e), and (l), and section 64432.3. All community and nontransient-noncommunity water systems shall also monitor to determine compliance with the other MCLs in table 64431-A, pursuant to subsections (b) through (n) and, for asbestos, section 64432.2. Monitoring shall be conducted in the year designated by the State Board of each compliance period beginning with the compliance period starting January 1, 1993.

(b) Unless directed otherwise by the State Board, each community and nontransient-noncommunity water system shall initiate monitoring for an inorganic chemical within six months following the effective date of the regulation establishing the MCL for the chemical and the addition of the chemical to table 64431-A. If otherwise performed in accordance with this section, groundwater monitoring for an inorganic chemical

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Table 64432-A
Detection Limits for Purposes of Reporting (DLRs) for Regulated Inorganic Chemicals

<i>Chemical</i>	<i>Detection Limit for Purposes of Reporting (DLR) (mg/L)</i>
Aluminum	0.05
Antimony	0.006
Arsenic	0.002
Asbestos	0.2 MFL>10um*
Barium	0.1
Beryllium	0.001
Cadmium	0.001
Chromium	0.01
Cyanide	0.1
Fluoride	0.1
Mercury	0.001
Nickel	0.01
Nitrate (as nitrogen)	0.4
Nitrite (as nitrogen)	0.4
Perchlorate	0.002 0.001 (Effective January 1, 2024)
Selenium	0.005
Thallium	0.001

* MFL=million fibers per liter; DLR for fibers exceeding 10 um in length.

(e) Samples shall be collected from each water source or a supplier may collect a minimum of one sample at every entry point to the distribution system which is representative of each source after treatment. The system shall collect each sample at the same sampling site, unless a change is approved by the State Board.

(f) A water system may request approval from the State Board to composite samples from up to five sampling sites, provided that the number of sites to be composited is less than the ratio of the MCL to the DLR. Approval will be based on a review of three years of historical data, well construction and aquifer information for groundwater, and intake location, similarity of sources, and watershed characteristics for surface water. Compositing shall be done in the laboratory.

(1) Systems serving more than 3,300 persons shall composite only from sampling sites within a single system. Systems serving 3,300 persons or less may composite among different systems up to the 5-sample limit.

(2) If any inorganic chemical is detected in the composite sample at a level equal to or greater than one fifth of the MCL, a follow-up sample shall be analyzed

Article 5. Radioactivity

§64442. MCLs and Monitoring - Gross Alpha Particle Activity, Radium-226, Radium-228, and Uranium

(a) Each community and nontransient-noncommunity water system (system) shall comply with the primary MCLs in Table 64442 in the drinking water supplied to the public and use the DLRs for reporting monitoring results:

**Table 64442
Radionuclide Maximum Contaminant Levels (MCLs)
and Detection Levels for Purposes of Reporting (DLRs)**

<i>Radionuclide</i>	<i>MCL</i>	<i>DLR</i>
Radium-226	5 pCi/L (combined radium-226 & -228)	1 pCi/L
Radium-228		1 pCi/L
Gross Alpha particle activity (excluding radon and uranium)	15 pCi/L	3 pCi/L
Uranium	20 pCi/L	1 pCi/L

(b) Each system shall monitor to determine compliance with the MCLs in table 64442, as follows:

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Article 5.5. Primary Standards -- Organic Chemicals

§64444. Maximum Contaminant Levels – Organic Chemicals.

The MCLs for the primary drinking water chemicals shown in table 64444-A shall not be exceeded in the water supplied to the public.

**Table 64444-A
Maximum Contaminant Levels
Organic Chemicals**

<i>Chemical</i>	<i>Maximum Contaminant Level, mg/L</i>
(a) Volatile Organic Chemicals (VOCs)	
Benzene.....	0.001
Carbon Tetrachloride.....	0.0005
1,2-Dichlorobenzene.....	0.6
1,4-Dichlorobenzene.....	0.005
1,1-Dichloroethane.....	0.005
1,2-Dichloroethane.....	0.0005
1,1-Dichloroethylene.....	0.006
cis-1,2-Dichloroethylene.....	0.006
trans-1,2-Dichloroethylene.....	0.01
Dichloromethane.....	0.005
1,2-Dichloropropane.....	0.005
1,3-Dichloropropene.....	0.0005
Ethylbenzene.....	0.3
Methyl-tert-butyl ether.....	0.013
Monochlorobenzene.....	0.07
Styrene.....	0.1
1,1,2,2-Tetrachloroethane.....	0.001
Tetrachloroethylene.....	0.005
Toluene.....	0.15
1,2,4-Trichlorobenzene.....	0.005
1,1,1-Trichloroethane.....	0.200
1,1,2-Trichloroethane.....	0.005
Trichloroethylene.....	0.005
Trichlorofluoromethane.....	0.15
1,1,2-Trichloro-1,2,2-Trifluoroethane.....	1.2
Vinyl Chloride.....	0.0005
Xylenes.....	1.750*

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**Table 64444-A (continued)
Maximum Contaminant Levels
Organic Chemicals**

<i>Chemical</i>	<i>Maximum Contaminant Level, mg/L</i>
(b) Synthetic Organic Chemicals (SOCs)	
Alachlor	0.002
Atrazine	0.001
Bentazon	0.018
Benzo(a)pyrene	0.0002
Carbofuran	0.018
Chlordane	0.0001
2,4-D	0.07
Dalapon	0.2
Dibromochloropropane	0.0002
Di(2-ethylhexyl)adipate	0.4
Di(2-ethylhexyl)phthalate	0.004
Dinoseb	0.007
Diquat	0.02
Endothall	0.1
Endrin	0.002
Ethylene Dibromide	0.00005
Glyphosate	0.7
Heptachlor	0.00001
Heptachlor Epoxide	0.00001
Hexachlorobenzene	0.001
Hexachlorocyclopentadiene	0.05
Lindane	0.0002
Methoxychlor	0.03
Molinate	0.02
Oxamyl	0.05
Pentachlorophenol	0.001
Picloram	0.5
Polychlorinated Biphenyls	0.0005
Simazine	0.004
Thiobencarb	0.07
Toxaphene	0.003
1,2,3-Trichloropropane	0.000005
2,3,7,8-TCDD (Dioxin)	3 x 10 ⁻⁸
2,4,5-TP (Silvex)	0.05
*MCL is for either a single isomer or the sum of the isomers.	

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§64445.1. Repeat Monitoring and Compliance – Organic Chemicals.

(a) For the purposes of this article, detection shall be defined by the detection limits for purposes of reporting (DLRs) in table 64445.1-A:

**Table 64445.1-A
Detection Limits for Purposes of Reporting (DLRs)
for Regulated Organic Chemicals**

<i>Chemical</i>	<i>Detection Limit for Purposes of Reporting (DLR)(mg/L)</i>
(a) All VOCs, except as listed.....	0.0005
Methyl-tert-butyl ether.....	0.003
Trichlorofluoromethane.....	0.005

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1,1,2-Trichloro-1,2,2-Trifluoroethane	0.01
(b) SOCs	
Alachlor	0.001
Atrazine	0.0005
Bentazon	0.002
Benzo(a)pyrene	0.0001
Carbofuran	0.005
Chlordane	0.0001
2,4-D	0.01
Dalapon	0.01
Dibromochloropropane (DBCP)	0.00001
Di(2-ethylhexyl)adipate	0.005
Di(2-ethylhexyl)phthalate	0.003
Dinoseb	0.002
Diquat	0.004
Endothall	0.045
Endrin	0.0001
Ethylene dibromide (EDB)	0.00002
Glyphosate	0.025
Heptachlor	0.00001
Heptachlor epoxide	0.00001
Hexachlorobenzene	0.0005
Hexachlorocyclopentadiene	0.001
Lindane	0.0002
Methoxychlor	0.01
Molinate	0.002
Oxamyl	0.02
Pentachlorophenol	0.0002
Picloram	0.001
Polychlorinated biphenyls (PCBs) (as decachlorobiphenyl)	0.0005
Simazine	0.001
Thiobencarb	0.001
Toxaphene	0.001
1,2,3-Trichloropropane	0.000005
2,3,7,8-TCDD (Dioxin)	5 x 10 ⁻⁹
2,4,5-TP (Silvex)	0.001

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**Table 64449-A
Secondary Maximum Contaminant Levels
"Consumer Acceptance Contaminant Levels"**

<i>Constituents</i>	<i>Maximum Contaminant Levels/Units</i>
Aluminum	0.2 mg/L
Color	15 Units
Copper	1.0 mg/L
Foaming Agents (MBAS)	0.5 mg/L
Iron	0.3 mg/L
Manganese	0.05 mg/L
Methyl-tert-butyl ether (MTBE)	0.005 mg/L
Odor—Threshold	3 Units
Silver	0.1 mg/L
Thiobencarb	0.001 mg/L
Turbidity	5 Units
Zinc	5.0 mg/L

**Table 64449-B
Secondary Maximum Contaminant Levels
"Consumer Acceptance Contaminant Level Ranges"**

<i>Constituent, Units</i>	<i>Maximum Contaminant Level Ranges</i>		
	<i>Recommended</i>	<i>Upper</i>	<i>Short Term</i>
Total Dissolved Solids, mg/L or	500	1,000	1,500
Specific Conductance, μ S/cm	900	1,600	2,200
Chloride, mg/L	250	500	600
Sulfate, mg/L	250	500	600

(b) Each community water system shall monitor its groundwater sources or distribution system entry points representative of the effluent of source treatment every three years and its approved surface water sources or distribution system entry points representative of the effluent of source treatment annually for the following:

- (1) Secondary MCLs listed in Tables 64449-A and 64449-B; and
- (2) Bicarbonate, carbonate, and hydroxide alkalinity, calcium, magnesium, sodium, pH, and total hardness.

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Article 2. Maximum Contaminant Levels for Disinfection Byproducts and Maximum Residual Disinfectant Levels

§64533. Maximum Contaminant Levels for Disinfection Byproducts.

(a) Using the monitoring and calculation methods specified in sections 64534, 64534.2, 64535, and 64535.2, the primary MCLs for the disinfection byproducts shown in table 64533-A shall not be exceeded in drinking water supplied to the public.

**Table 64533-A
Maximum Contaminant Levels and Detection Limits for Purposes of Reporting
Disinfection Byproducts**

Disinfection Byproduct	Maximum Contaminant Level (mg/L)	Detection Limit for Purposes of Reporting (mg/L)
Total trihalomethanes (TTHM)	0.080	
Bromodichloromethane		0.0010
Bromoform		0.0010
Chloroform		0.0010
Dibromochloromethane		0.0010
Haloacetic acids (five) (HAA5)	0.060	
Monochloroacetic Acid		0.0020
Dichloroacetic Acid		0.0010
Trichloroacetic Acid		0.0010
Monobromoacetic Acid		0.0010
Dibromoacetic Acid		0.0010
Bromate	0.010	0.0050 0.0010 ¹
Chlorite	1.0	0.020

¹ For analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0

Attachment B

Attachment "B"

Well Sampling Schedule

City of Corona
Drinking Water

Wells	Column #	Analyses Required																											
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
Total Cl2 Residual																													
SW-3 Well 3 (9885 Glen Ivy Road)			X	X			I					Y									X	X							
SW-7A Well 7A (907 Circle City Drive)			X	X							Y		Y								X	X							
SW-8A Well 8A (219 S. Joy Street)			X	X			X				Q										X	X							
SW-9A Well 9A (505 S. Vicentia Avenue)			X	X							Y										X	X							
SW-11A Well 11A (1865 W. Pomona Road)			X	X							Y										X	X							
SW-12A Well 12 (519 South Maple)			X	X							Y										X	X							
SW-13 Well 13 (1018 Cottonwood Ct.)			X	X							Y										X	X							
SW-14 Well 14 (1220 W. 10th Street)			X	X							Y										X	X							
SW-15 Well 15 (102 N. Lincoln Avenue)			X	X							Y										X	X							
SW-17A Well 17A (1052 Quarry Street)			X	X							Q		Y								X	X							
SW-19 Well 19 (219 W. Grand Blvd.)			X	X							Y										X	X							
SW-20 Well 20 (25225 Mahtri Raod)			X	X							Y										X	X							
SW-21 Well 21 (24650 Glen Ivy Road)			X	X							Y										X	X							
SW-22 Well 22 (405 Sierra Vista Street)			X	X							Y										X	X							
SW-23 Well 23 (315 Merrill Street)			X	X							Y										X	X							
SW-25 Well 25 (310 S. Vicentia Avenue)			X	X							Y										X	X							
SW-26 Well 26 (710 Public Safety Way)			X	X							X										X	X							
SW-27 Well 27 (2581 Mangular)			X	X							X										X	X							
SW-28 Well 28 (202 Buena Vista)			X	X							X										X	X							
SW-29 Well 29 (240 N. Buena Vista)			X	X							X										X	X							
SW-31 Well 31 (211 S. Buena Vista)			X	X							Y										X	X							
SW-33 Well 33 (3822 Grant St.)			X	X							Q										X	X							

Note: Gross alpha and uranium will be sampled at the same time
 Note: Use SP-2 for all samples when Lester is offline
 Y = yearly sampling, according to Radiological Monitoring Schedule,
 not necessarily every year, could be every 3, 6, or 9 years.
 Q - quarterly sampling
 I - initial sampling requiring four consecutive quarterly samples

Standby Well
Inactive Well

4/10/2023

Blend Stations Sampling Schedule

City of Corona

Drinking Water

Blend Stations	Analyses Required																										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
SB-1 Temescal Desalter Eff (745 Public Safety Way)	T	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SB-2 Temescal Desalter Prod (600 S. Merrill)	T				X																						
SB-6 Lester Zone 3 (2980 Ontario Ave. (behind Auto Zone)	T				X																						
SB-7 Lester Zone 4 (2970 Rimpau Ave)	T				X																						
SB-8 Lester Zone 5 (2970 Rimpau Ave)	T				X																						
SB-10 Mangular/Ontario	T				X																						
SB-13 Ontario/Garrison Zone 3	T				X																						
SB-14 Ontario/Garrison Zone 4	T				X																						
SB-15 SDO Blend at Mangular	T				X																						
SB-16 [XTP Final Product Blend (410 Rimpau Ave.)]	T		X																								

Weekly nitrates will be collected every Tuesday

Bi-Monthly samples will be collected on Wednesday of the 1st and 3rd Wednesday of the month.

I = Initial for one year

Quarterly samples will be collected during the month of March, June, September and December.

6/27/2023

Distribution System Schedule

Attachment "B"

City of Corona

Drinking Water

Analyses Required

Distribution System	Column #	Analyses Required					
	1	2	3	4	5	6	
		Chlorinated Site (Total/Free)	Weekly bact/ Plate Chl. Resid.	Monthly Gen. Phys.	Qtrly Bact	Qtrly THM	Qtrly HAA
D1-1 1000 Rolling Hills	T	X	X				
D1-2 1891 Ellington Avenue	T	X	X				
D1-5 4714 Valley Glen Drive	T	X	X				
Total Zone 1 Services - 2599							
Zone 1 Estimated Population - 7797							
D2-1 414 Rushmore Drive	T	X	X				
D2-2 681 Richie St.	T	X	X				
D2-3 2950 Pembroke Circle	T	X	X				
D2-4 715 S. Sheridan St.	T	X	X				
D2-6 996 W, Fifth St.	T	X	X				
D2-7 1901 Pine Crest Drive	T	X	X				
D2-8 3370 Deaver Drive	T	X	X				
D2-9 3442 Braemar Lane	T	X	X				
D2-10 Across from 641 Jordan Ct. (Stage 2)	T					X	X
D2-11 1785 Sampson Ave. (Stage 2)	T					X	X
Total Zone 2 Services - 8898							
Zone 2 Estimated Population - 26694							
D3-1 19579 Temescal Canyon Rd.	T	X	X				
D3-2 2019 Rimpau Ave.	T	X	X				
D3-3 962 Cottonwood Court	T	X	X				
D3-4 833 West Ontario Ave.	T	X	X				
D3-5 1593 Mariposa Drive (Stage 2)	T					X	X
D3-7 2160 Fennel Drive	T	X	X				
D3-8 686 Rock Vista Dr.	T	X	X				
D3-9 1100 Westpark Ln.	T	X	X				
D3-10 4251 San Sebastian Circle	T	X	X				
D3-11 1085 Aquino Ct.	T				X		
D3-12 2835 Wolfson St.	T				X		
D3-13 2547 Bulrush Ct.	T				X		
Total Zone 3 Services - 11715							
Zone 3 Estimated Population - 35145							
D4-1 1394 Coral Gables	T	X	X				
D4-3 2400 Avenida Del Vista	T	X	X				
D4-4 940 Othello (Stage 2)	T	X	X			X	X
D4-5 1449 Clearview Ct.	T				X		
D4-6 Vixen Trail & Avenida Del Vista	T				X		
Total Zone 4 Services - 7705							
Zone 4 Estimated Population - 23115							
D5-2 SW Corner Keith & Howe	T	X	X				
D5-3 SW Corner Upper/Humbolt (Stage 2)	T	X	X		X	X	
D5-4 4173 Eagle Glen Parkway	T	X	X				
D5-6 3590 Nelson Ave.	T	X	X				
D5-7 4275 Floyd St. (Stage 2)	T	X	X		X	X	
Total Zone 5 Services - 4401							
Zone 5 Estimated Population - 13203							
D6-1 4420 Birdie Dr.	T	X	X				
D6-4 SW Corner Fullerton/Plumas	T	X	X				
D6-5 1011 Cleveland Way	T	X	X				
Total Zone 6 Services - 800							
Zone 6 Estimated Population - 2400							

D6-3 has been re-named to D5-7 because it is actually in zone 5. (effective 10/25/09)

Sampling for Stage 2 DBPR began June 2012

D5-7 replaced D5-1 9/22/14

D5-7 Moved from Castlepeak to Floyd Nov 2016

4/10/2023

Wastewater Category:

The City of Corona Utilities Department invites proposals from qualified parties for wastewater analytical services and sampling related to wastewater discharge.

The City operates three water reclamation facilities regulated under multiple National Pollutant Discharge Elimination System (NPDES) permits and Waste Discharge Requirements (WDRs) issued by the Santa Ana Regional Water Quality Control Board (RWQCB). The recycled water is continuously monitored to ensure compliance with all state and federal standards. The NPDES permits require a pretreatment program which requires routine monitoring of industrial and commercial discharges to the sewer collection system and a storm water monitoring program. All solids are processed at one of the water reclamation facilities and monitoring of sludge and biosolids pellets is required. The brine pond monitoring WDR requires laboratory samples to be submitted electronically to the State Water Resources Control Board (SWRCB) via the GeoTracker portal.

The scope of work shall include Chemical and Biological Laboratory tests of the analyses and species indicated in **Schedule A- Water Reclamation Facilities (Wastewater) category**.

All test methods must be approved under 40 CFR part 136, unless, a particular method is expressly requested by the City.

Consultant will be expected to collect samples from the City's three water reclamation facilities (WRF1, WRF2, and WRF3) on a daily basis including holidays. The Successful Consultant shall provide qualified personnel sufficiently trained to collect and transport all samples, in addition to supplying method preferred sample containers with any required preservatives, labels, chain of custody forms upon request, zip lock plastic bags, ice, and ice chests for sample transportation. All required sample temperatures and holding times shall be strictly observed in order to maintain the integrity of results. A copy of the daily chain of custodies for wastewater samples shall be submitted via email to City staff upon arrival to the laboratory.

Consultant shall be responsible for electronically transmitting analytical results into the City's WIMS database via Electronic Data Deliverable (EDD), ensuring that all data reporting is on time and correct. Special detection reports, including but not limited to, at or above MCL chemical test results, presumptive positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.

Consultant will be expected to be timely with reporting results as will be agreed upon between the City and the Successful Consultant. The City may terminate the agreement if the Successful Consultant fails to meet the required delivery time.

Consultant's laboratory shall be located within a one hundred (100) mile driving distance of the City. Consultant is expected to provide a dedicated experienced project manager for all City projects and provide responses to emails and phone calls within one business day. If the primary project manager is unavailable, an equally qualified back-up project manager is expected to be made available. Project manager must communicate unavailability so the City can make necessary adjustments to sampling schedules or projects.

All analyses reports provided by the Successful Consultant shall show the following:

4. Method of analysis
5. Detection and Reporting limits
6. Qualifiers

The analyses methods specified in the line items in the Attachment A2 Water Reclamation and the detection limits per constituent listed in the Attachment "A2", are the testing requirements by the City at this time. Should new requirements become necessary, then it is understood that the new tests will be priced at the same relative pricing level for the line items in Attachment A2. The City may terminate the agreement if the Successful Consultant fails to maintain the same relative pricing structure.

The City reserves the right to apportion the award among two or more Consultants. Consultants must provide cost indicated in Attachment A2 in cost file of the proposal . The City reserves the right, under emergency or special circumstances, to place orders with other vendors if the awarded vendor(s) cannot meet the City's requirements. The City may terminate the purchase order and contract if vendor fails to meet the required delivery time.

Quantities indicated for pricing for the line items in Attachment A2 are based on estimations for twelve (12) months requirements. The City does not imply or make any commitment to purchase a specific quantity during the term of the contract and may increase or decrease the estimated number of samples and analyses as necessary.

All prices are to be firm fixed for a period of one year with five (5) one-year option renewals. Optional renewal periods shall be negotiated prior to the commencement of any additional one-year period. Price adjustments for each option year renewal 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 Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

All unit costs for each line item in Attachment A2 submitted in the cost file of the proposal must include sample containers, preservatives, ice, ice chests, labels, plastic zip lock bags, pickup, delivery, testing, reporting and any ancillary costs required to complete the work.

Consultant shall include a per trip up-charge for sample pick up for other than regularly scheduled business hours indicated in Attachment A2 in the cost file of the proposal.

From time to time, the City may require Rush Analysis, and Consultant shall provide up-charges for Rush Analysis for each constituent (less than 10 business days) indicated in Attachment A2 in the cost file of the proposal.

The Successful Consultant will be issued an annual purchase order. The Successful Consultant shall include the purchase order number and sample identification name and number on each monthly invoice submitted for payment. Invoices must be separated by project.

A- WATER RECLAMATION

Perform Chemical & Bacteriological Analysis of Wastewater Samples

Perform chemical and bacteriological analysis of wastewater samples for the City's Water Reclamation Facilities. All wastewater samples shall be collected and transported by Consultant from each of the water reclamation facilities at designated sample locations in accordance with the Wastewater Sampling Schedules shown in Attachment C. Sampling also requires testing of biosolids and sludge samples.

1. Pick-Up Locations:
 - a. Water Reclamation Facility #1: 2205 Railroad St
 - b. Water Reclamation Facility #2: 650 E Harrison
 - c. Water Reclamation Facility #3: 3997 Temescal Canyon Road
2. All sample preservation and analysis shall be conducted in accordance with the specifications in Attachments "A2" and "B2".
3. Successful Consultant shall provide all ice chests, sample containers and glassware with preservatives, labels, ice, and plastic zip lock bags in accordance with 40 CFR 136.3, Table II and with any special sampling instructions required for these analyses.
4. Analyses shall be performed in accordance with 40 CFR 136.3, Tables IA, IB, IC, ID, and 1E, and any other California Regional Water Quality Control Board's designated preferred method, and meet all state and EPA requirements. Consultant shall be certified by the State Water Resources Control Board, pursuant to Section 100825-100920, Health and Safety Code for performing contracted analyses. All subcontractors, if any, to be used during the term of the contract must be identified with their list of qualifications, certification, and representative experience.
5. All analyses shall be completed within the allowable holding times listed in 40 CFR 136.3, Table II, not to exceed ten (10) working days.
6. Consultant shall (1) electronically transmit via EDD, the analytical results into the City's WIMS database, ensuring that all data reporting is correctly formatted for download, on time and correct, and (2) provide an electronically downloadable laboratory report with all required analytical results, detection and reporting limits, field data, QA/QC data, chain of custody, flag legend and folder comments and (3) submit specified sample results electronically to the SWRCB via the GeoTracker portal.
 - a. Exceptions reports including, but not limited to, presumptive positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.
 - b. All analysis reports shall include MDL, RL and PQL (Practical Quantitative Limits) and be reported according to the **current NPDES Permit** (the one in force at time

of analysis) for each facility. Upon award of contract, copies of current permits will be provided to the Successful Consultant.

- c. All analysis reports shall state sampler, sample time, sample location, identification, received date, and test date.
7. Sample results less than the reported ML, but greater than or equal to the laboratory's current Method Detection Limit (MDL), shall be reported as "Detected, but Not Quantified," or "DNQ." Method The estimated chemical concentration of the sample shall also be reported. Consultant shall not invoice City for any results reported after 30 calendar days from the sample date unless Consultant has requested and received prior written approval from City.
8. EMERGENCY ACTION PLAN. Successful Consultant shall assure its ability to provide water quality testing at 100% availability during the term of the contract. This would include performance at times when other services may be disrupted due to natural or unexpected occurrences. The Successful Consultant shall provide an Emergency Action Plan that will assure this criterion to the satisfaction of the City. This plan should include, but is not limited to, the following features: separate back up communication equipment; principals' emergency telephone numbers; back up water testing; emergency power; reserve supplies/resources; and on-call, expedient testing during emergency situations.
9. ANALYTICAL QUALITY CONTROL. The Successful Consultant must maintain a formal internal quality assurance program by means of spikes, duplicates, etc., and this program must be maintained for periodic inspections by the City. The Successful Consultant must also provide the City with a monthly report on the extent and results of the internal quality control program. The form of the monthly quality control report will be mutually agreed upon by the Consultant and the City.
 - a. ACCURACY. From time to time the City may prepare and submit for analysis to the successful Consultant, without prior notification or identification as such, wastewater of previously known composition. Unsatisfactory reports on the composition of such wastewater may be cause for cancellation of this contract by the City.
 - b. PRECISION. From time to time, the City may submit to the Successful Consultant, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by known factor of established volumetric dilution. Unsatisfactory replicated analyses may be cause for cancellation of this contract by the City.
10. RECORDS AND REPORTS. Consultant shall maintain a file of data sheets; data shall be filed alphanumerical under the identifying name of the same as assigned by the City.

11. **SAMPLE CONTAINERS.** Unused portions of wastewater samples shall be retained by Consultant, in containers in which they were picked up by Consultant, for a minimum period of two weeks following transmittal of report of analysis to the City in case a repeat analysis is required.
12. **WARRANTY OF FEE SCHEDULE.** The Successful Consultant agrees to provide timely service to the City under the fee schedule set forth in this contract, unless the agreement is terminated as provided herein.
13. **CERTIFICATION.** Each Consultant shall be certified by the State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and National Environmental Laboratory Accreditation Program (NELAP) and must provide proof of Certification with their Bid as well as maintain the Certification throughout the duration of the agreement. Each Consultant shall also include with their bid, their most recent wastewater Proficiency Evaluation (PE) results as approved by USEPA. Consultants shall have achieved acceptable identification and qualification rates of 85% or better.
14. **SUBCONTRACTORS.** Consultant shall not subcontract more than twenty percent (20%) of the total awarded contract. If Consultant utilizes subcontractors, Consultant shall provide, with their Bid, a list of proposed subcontractors and the analyses to be performed by each named subcontractor. All subcontractors used to perform laboratory analyses shall meet all of the same minimum requirements as the prime Consultant. Consultant shall include, with their bid, each subcontractor's ELAP and NELAP and USEPA certifications and most recent wastewater P.E. results as approved by USEPA.
15. **ALTERNATE METHODS OF ANALYSIS.** If Consultant chooses to propose an alternate method of analysis from that specified, the alternate method shall conform to appropriate regulatory standards. The alternate method shall be clearly indicated for each line item on the Bid Schedule. By signing the Bid Form, Consultants certify that proposed alternate methods conform to regulatory requirements.

Attachment A2

MINIMUM LEVELS IN PPB (μ g/l)

<i>Table 2a - VOLATILE SUBSTANCES¹</i>	<i>GC</i>	<i>GCMS</i>
<i>Acrolein</i>	<i>2.0</i>	<i>5</i>
<i>Acrylonitrile</i>	<i>2.0</i>	<i>2</i>
<i>Benzene</i>	<i>0.5</i>	<i>2</i>
<i>Bromoform</i>	<i>0.5</i>	<i>2</i>
<i>Carbon Tetrachloride</i>	<i>0.5</i>	<i>2</i>
<i>Chlorobenzene</i>	<i>0.5</i>	<i>2</i>
<i>Chlorodibromomethane</i>	<i>0.5</i>	<i>2</i>
<i>Chloroethane</i>	<i>0.5</i>	<i>2</i>
<i>Chloroform</i>	<i>0.5</i>	<i>2</i>
<i>Dichlorobromomethane</i>	<i>0.5</i>	<i>2</i>
<i>1,1 Dichloroethane</i>	<i>0.5</i>	<i>1</i>
<i>1,2 Dichloroethane</i>	<i>0.5</i>	<i>2</i>
<i>1,1 Dichloroethylene</i>	<i>0.5</i>	<i>2</i>
<i>1,2 Dichloropropane</i>	<i>0.5</i>	<i>1</i>
<i>1,3 Dichloropropylene (volatile)</i>	<i>0.5</i>	<i>2</i>
<i>Ethylbenzene</i>	<i>0.5</i>	<i>2</i>
<i>Methyl Bromide (Bromomethane)</i>	<i>1.0</i>	<i>2</i>
<i>Methyl Chloride (Chloromethane)</i>	<i>0.5</i>	<i>2</i>
<i>Methylene Chloride (Dichloromethane)</i>	<i>0.5</i>	<i>2</i>
<i>1,1,2,2 Tetrachloroethane</i>	<i>0.5</i>	<i>1</i>
<i>Tetrachloroethylene</i>	<i>0.5</i>	<i>2</i>
<i>Toluene</i>	<i>0.5</i>	<i>2</i>
<i>trans-1,2 Dichloroethylene</i>	<i>0.5</i>	<i>1</i>
<i>1,1,1 Trichloroethane</i>	<i>0.5</i>	<i>2</i>
<i>1,1,2 Trichloroethane</i>	<i>0.5</i>	<i>2</i>
<i>Trichloroethylene</i>	<i>0.5</i>	<i>2</i>
<i>Vinyl Chloride</i>	<i>0.5</i>	<i>2</i>
<i>1,2 Dichlorobenzene (volatile)</i>	<i>0.5</i>	<i>2</i>
<i>1,3 Dichlorobenzene (volatile)</i>	<i>0.5</i>	<i>2</i>
<i>1,4 Dichlorobenzene (volatile)</i>	<i>0.5</i>	<i>2</i>

Selection and Use of Appropriate ML Value:

ML Selection: When there is more than one ML value for a given substance, the City may select any one of those ML values, and their associated analytical methods, listed in Attachment "A" that are below the calculated effluent limitation for compliance determination. If no ML value is below the effluent limitation, then the City shall select the lowest ML value, and its associated analytical method, listed in this Attachment "A".

ML Usage: The ML value in Attachment "A" represents the lowest quantifiable concentration in a sample based on the proper application of all method-based analytical procedures and the absence of any matrix interferences. Assuming that all method-specific analytical steps are followed, the ML value will also represent, after the appropriate application of method-specific factors, the lowest standard in the calibration curve for that specific analytical technique. Common analytical practices sometimes require different treatment of the sample relative to calibration standards.

Note: chemical names in parenthesis and italicized is another name for the constituent.¹ The normal method-specific factor for these substances is 1, therefore, the lowest standard concentration in the calibration curve is equal to the above ML value for each substance.

MINIMUM LEVELS IN PPB (μ g/l)

Table 2b - Semi-Volatile Substances ²	GC	GCMS	LC
2-Chloroethyl vinyl ether	1	1	
2 Chlorophenol	2	5	
2,4 Dichlorophenol	1	5	
2,4 Dimethylphenol	1	2	
4,6 Dinitro-2-methylphenol	10	5	
2,4 Dinitrophenol	5	5	
2- Nitrophenol		10	
4- Nitrophenol	5	10	
4 Chloro-3-methylphenol	5	1	
2,4,6 Trichlorophenol	10	10	
Acenaphthene	1	1	0.5
Acenaphthylene		10	0.2
Anthracene		10	2
Benzidine		5	
Benzo (a) Anthracene (<i>1,2 Benzanthracene</i>)	10	5	
Benzo(a) pyrene (<i>3,4 Benzopyrene</i>)		10	2
Benzo (b) Fluoranthene (<i>3,4 Benzofluoranthene</i>)		10	10
Benzo(g,h,i)perylene		5	0.1
Benzo(k)fluoranthene		10	2
bis 2-(1-Chloroethoxyl) methane		5	
bis(2-chloroethyl) ether	10	1	
bis(2-Chloroisopropyl) ether	10	2	
bis(2-Ethylhexyl) phthalate	10	5	
4-Bromophenyl phenyl ether	10	5	
Butyl benzyl phthalate	10	10	
2-Chloronaphthalene		10	
4-Chlorophenyl phenyl ether		5	
Chrysene		10	5
Dibenzo(a,h)-anthracene		10	0.1
1,2 Dichlorobenzene (semivolatile)	2	2	
1,3 Dichlorobenzene (semivolatile)	2	1	
1,4 Dichlorobenzene (semivolatile)	2	1	
3,3' Dichlorobenzidine		5	
Diethyl phthalate	10	2	
Dimethyl phthalate	10	2	
di-n -Butyl phthalate		10	
2,4 Dinitrotoluene	10	5	
2,6 Dinitrotoluene		5	
di-n-Octyl phthalate		10	
1,2 Diphenylhydrazine		1	
Fluoranthene	10	1	0.05
Fluorene		10	0.1
Hexachloro-cyclopentadiene	5	5	
1,2,4 Trichlorobenzene	1	5	

MINIMUM LEVELS IN PPB (u g/l)

<i>Table 2b - SEMI-VOLATILE SUBSTANCES²</i>	<i>GC</i>	<i>GCMS</i>	<i>LC</i>	<i>COLOR</i>
<i>Pentachlorophenol</i>	<i>1</i>	<i>5</i>		
<i>Phenol³</i>	<i>1</i>	<i>1</i>		<i>50</i>
<i>Hexachlorobenzene</i>	<i>5</i>	<i>1</i>		
<i>Hexachlorobutadiene</i>	<i>5</i>	<i>1</i>		
<i>Hexachloroethane</i>	<i>5</i>	<i>1</i>		
<i>Indeno(1,2,3,cd)-pyrene</i>		<i>10</i>	<i>0.05</i>	
<i>Isophorone</i>	<i>10</i>	<i>1</i>		
<i>Naphthalene</i>	<i>10</i>	<i>1</i>	<i>0.2</i>	
<i>Nitrobenzene</i>	<i>10</i>	<i>1</i>		
<i>N-Nitroso-dimethyl amine</i>	<i>10</i>	<i>5</i>		
<i>N-Nitroso-di n-propyl amine</i>	<i>10</i>	<i>5</i>		
<i>N-Nitroso diphenyl amine</i>	<i>10</i>	<i>1</i>		
<i>Phenanthrene</i>		<i>5</i>	<i>0.05</i>	
<i>Pyrene</i>		<i>10</i>	<i>0.05</i>	

<i>Table 2c -INORGANICS⁴</i>	<i>FAA</i>	<i>GFAA</i>	<i>ICP</i>	<i>ICPMS</i>	<i>SPGF AA</i>	<i>HYDRIDE</i>	<i>CVAA</i>	<i>COLOR</i>	<i>DCP</i>
<i>Antimony</i>	<i>10</i>	<i>5</i>	<i>50</i>	<i>0.5</i>	<i>5</i>	<i>0.5</i>			<i>1000</i>
<i>Arsenic</i>		<i>2</i>	<i>10</i>	<i>2</i>	<i>2</i>	<i>1</i>		<i>20</i>	<i>1000</i>
<i>Beryllium</i>	<i>20</i>	<i>0.5</i>	<i>2</i>	<i>0.5</i>	<i>1</i>				<i>1000</i>
<i>Cadmium</i>	<i>10</i>	<i>0.5</i>	<i>10</i>	<i>0.25</i>	<i>0.5</i>				<i>1000</i>
<i>Chromium (total)</i>	<i>50</i>	<i>2</i>	<i>10</i>	<i>0.5</i>	<i>1</i>				<i>1000</i>
<i>Chromium VI</i>	<i>5</i>							<i>10</i>	
<i>Copper</i>	<i>25</i>	<i>5</i>	<i>10</i>	<i>0.5</i>	<i>2</i>				<i>1000</i>
<i>Lead</i>	<i>20</i>	<i>5</i>	<i>5</i>	<i>0.5</i>	<i>2</i>				<i>10000</i>
<i>Mercury</i>				<i>0.5</i>			<i>0.2</i>		
<i>Nickel</i>	<i>50</i>	<i>5</i>	<i>20</i>	<i>1</i>	<i>5</i>				<i>1000</i>
<i>Selenium</i>		<i>5</i>	<i>10</i>	<i>2</i>	<i>5</i>	<i>1</i>			<i>1000</i>
<i>Silver</i>	<i>10</i>	<i>1</i>	<i>10</i>	<i>0.25</i>	<i>2</i>				<i>1000</i>
<i>Thallium</i>	<i>10</i>	<i>2</i>	<i>10</i>	<i>1</i>	<i>5</i>				<i>1000</i>
<i>Zinc</i>	<i>20</i>		<i>20</i>	<i>1</i>	<i>10</i>				<i>1000</i>
<i>Cyanide</i>								<i>5</i>	

² With the exception of phenol by colorimetric technique, the normal method-specific factor for these substances is 1000, therefore, the lowest standards concentration in the calibration curve is equal to the above ML value for each substance multiplied by 1000.

³ Phenol by colorimetric technique has a factor of 1

⁴ The normal method-specific factor for these substances is 1, therefore, the lowest standard concentration in the calibration curve is equal to the above ML value for each substance.

MINIMUM LEVELS IN PPB (μ g/l)

<i>Table 2d - PESTICIDES - PCBs⁵</i>	<i>GC</i>
<i>Aldrin</i>	<i>0.005</i>
<i>alpha-BHC (a-Hexachloro-cyclohexane)</i>	<i>0.01</i>
<i>b&te-BHC (b-Hexachloro-cyclohexane)</i>	<i>0.005</i>
<i>Gamma-BHC (Lindane; g-Hexachloro-cyclohexane)</i>	<i>0.02</i>
<i>De\SL-BHC (d-Hexachloro-cyclohexane)</i>	<i>0.005</i>
<i>Chlordane</i>	<i>0.1</i>
<i>4,4'-DDT</i>	<i>0.01</i>
<i>4,4'-DDE</i>	<i>0.05</i>
<i>4,4'-DDD</i>	<i>0.05</i>
<i>Dieldrin</i>	<i>0.01</i>
<i>Alpha-Endosulfan</i>	<i>0.02</i>
<i>Beta-Endosulfan</i>	<i>0.01</i>
<i>Endosulfan Sulfate</i>	<i>0.05</i>
<i>Endrin</i>	<i>0.01</i>
<i>Endrin Aldehyde</i>	<i>0.01</i>
<i>Heptachlor</i>	<i>0.01</i>
<i>Heptachlor Epoxide</i>	<i>0.01</i>
<i>PCB 1016</i>	<i>0.5</i>
<i>PCB 1221</i>	<i>0.5</i>
<i>PCB 1232</i>	<i>0.5</i>
<i>PCB 1242</i>	<i>0.5</i>
<i>PCB 1248</i>	<i>0.5</i>
<i>PCB 1254</i>	<i>0.5</i>
<i>PCB 1260</i>	<i>0.5</i>
<i>Toxaphene</i>	<i>0.5</i>

Techniques:

GC - Gas Chromatography

GCMS - Gas Chromatography/Mass Spectrometry

HRGCMS - High Resolution Gas Chromatography/Mass Spectrometry (i.e., EPA 1613, 1624, or 1625)

LC - High Pressure Liquid Chromatography

FAA - Flame Atomic Absorption

GFAA - Graphite Furnace Atomic Absorption

HYDRIDE - Gaseous Hydride Atomic Absorption

CVAA - Cold Vapor Atomic Absorption

ICP - Inductively Coupled Plasma

ICPMS - Inductively Coupled Plasma/Mass Spectrometry

SPGFAA - Stabilized Platform Graphite Furnace Atomic Absorption (i.e., EPA 200.9)

DCP - Direct Current Plasma

COLOR - Colorimetric

⁵ The normal method-specific factor for these substances is 100, therefore, the lowest standard concentration in the calibration curve is equal to the above ML value for each substance multiplied by 100.

Attachment B2

WRF1, WRF2 and WRF3 Triggers

CITY OF CORONA, DEPARTMENT OF WATER & POWER
WATER RECLAMATION FACILITY NO. 1

ORDER NO. R8-2020-0021
NPDES NO. CA8000383

ATTACHMENT I – TRIGGERS FOR MONITORING PRIORITY POLLUTANTS

	CONSTITUENT	µg/L
1	<i>Antimony</i>	6
2	<i>Arsenic</i>	10
3	<i>Beryllium</i>	4
4	Cadmium	1.3
5a	Chromium III	112
5b	Chromium VI	5.7
6	Copper	5.1
7	Lead	1.8
8	Mercury	0.028
9	Nickel	28
10	Selenium	2.5
11	Silver	2.4
12	<i>Thallium</i>	2
13	Zinc	65
14	Cyanide	2.6
15	Asbestos	--
16	2,3,7,8-TCDD (Dioxin)	0.00000007
17	Acrolein	390
18	Acrylonitrile	0.33
19	<i>Benzene</i>	1
20	Bromoform	180
21	<i>Carbon Tetrachloride</i>	0.5
22	<i>Chlorobenzene</i>	70
23	Chlorodibromomethane	17
24	Chloroethane	--
25	2-Chloroethyl vinyl ether	--
26	Chloroform	--
27	Dichlorobromomethane	23
28	<i>1,1-Dichloroethane</i>	5
29	<i>1,2-Dichloroethane</i>	0.5
30	1,1-Dichloroethylene	1.6
31	<i>1,2-Dichloropropane</i>	5
32	<i>1,3-Dichloropropylene</i>	0.5
33	<i>Ethylbenzene</i>	300
34	Methyl Bromide	2,000
35	Methyl Chloride	--
36	<i>Methylene Chloride</i>	5
37	<i>1,1,2,2-Tetrachloroethane</i>	1

	CONSTITUENT	µg/L
38	<i>Tetrachloroethylene</i>	5
39	<i>Toluene</i>	150
40	<i>1,2-Trans-Dichloroethylene</i>	10
41	<i>1,1,1-Trichloroethane</i>	200
42	<i>1,1,2-Trichloroethane</i>	5
43	<i>Trichloroethylene</i>	5
44	<i>Vinyl Chloride</i>	0.5
45	2-Chlorophenol	200
46	2,4-Dichlorophenol	395
47	2,4-Dimethylphenol	1,150
48	2-Methy-4,6-Dinitrophenol	383
49	2,4-Dinitrophenol	7,000
50	2-Nitrophenol	--
51	4-Nitrophenol	--
52	3-Methyl-4-Chlorophenol	--
53	<i>Pentachlorophenol</i>	1
54	Phenol	2,300,000
55	2,4,6-Trichlorophenol	3.3
56	Acenaphthene	1,350
57	Acenaphthylene	--
58	Anthracene	55,000
59	Benzidine	0.00027
60	Benzo (a) anthracene	0.025
61	Benzo (a) pyrene	0.025
62	Benzo (b) fluoranthene	0.025
63	Benzo (g,h,i) perylene	--
64	Benzo (k) fluoranthene	0.025
65	Bis(2-Chloroethoxy) methane	--
66	Bis(2-Chloroethyl) ether	0.7
67	Bis(2-Chloroisopropyl) ether	85,000
68	<i>Bis(2-ethylhexyl) phthalate</i>	4
69	4-Bromophenyl phenyl ether	--
70	Butyl benzyl phthalate	2,600
71	2-Chloronaphthalene	2,150
72	4-Chlorophenyl phenyl ether	--
73	Chrysene	0.025
74	Dibenzo (a,h) anthracene	0.025
75	<i>1,2-Dichlorobenzene</i>	600

See notes below for italicized constituents.

	CONSTITUENT	µg/L
76	1,3-Dichlorobenzene	1,300
77	<i>1,4-Dichlorobenzene</i>	<i>5</i>
78	3,3-Dichlorobenzidine	0.039
79	Diethyl phthalate	60,000
80	Dimethyl phthalate	1,450,000
81	Di-N-butyl phthalate	6,000
82	2,4-Dinitrotoluene	4.6
83	2,6-Dinitrotoluene	--
84	Di-N-octyl phthalate	--
85	1,2-Diphenylhydrazine	0.27
86	Fluoranthene	185
87	Fluorene	7,000
88	Hexachlorobenzene	0.00039
89	Hexachlorobutadiene	25
90	<i>Hexachlorocyclopentadiene</i>	<i>50</i>
91	Hexachloroethane	4.5
92	Indeno (1,2,3-cd) pyrene	0.025
93	Isophorone	300
94	<i>Naphthalene</i>	<i>17</i>
95	Nitrobenzene	950
96	<i>N-Nitrosodimethylamine</i>	<i>0.01</i>
97	<i>N-Nitrosodi-N-propylamine</i>	<i>0.01</i>
98	N-Nitrosodiphenylamine	8
99	Phenanthrene	--

	CONSTITUENT	µg/L
100	Pyrene	5,500
101	<i>1,2,4-Trichlorobenzene</i>	<i>5</i>
102	Aldrin	0.00007
103	BHC Alpha	0.0085
104	BHC Beta	0.023
105	BHC Gamma	0.032
106	BHC Delta	--
107	Chlordane	0.0003
108	4,4-DDT	0.0003
109	4,4-DDE	0.0003
110	4,4-DDD	0.00042
111	Dieldrin	0.00007
112	Endosulfan Alpha	0.028
113	Endosulfan Beta	0.028
114	Endosulfan Sulfate	120
115	Endrin	0.018
116	Endrin Aldehyde	0.405
117	Heptachlor	0.00011
118	Heptachlor Epoxide	0.00005 5
119	PCB 1018	0.00008 5
120	PCB 1221	0.00008 5
125	PCB 1260	0.00008 5
126	Toxaphene	0.0001

Notes:

1. For constituents not shown italicized, the values shown in the Table are fifty percent of the most stringent applicable receiving water objectives (freshwater or human health (consumption of organisms only) as specified for that pollutant in 40 C.F.R. 131.38¹).
2. For constituents shown bold and italicized, the values shown in the Table are based on the California State Water Resources Control Board's Division of Drinking Water maximum contaminant levels (MCLs) or Notification Level. Notification Level-based trigger is underlined.
3. For hardness dependent metals, the hardness value used is 110 mg/L and for pentachlorophenol, the pH value used is 6.7 standard units.

¹ See Federal Register/ Vol. 65, No. 97 / Thursday, May 18, 2000 / Rules and Regulations.

Attachment G – Pollutant Monitoring Trigger List

Table 1

Chemical	Maximum Contaminant Level	Unit
Inorganic Chemicals		
Aluminum	1	mg/L
Antimony	0.006	mg/L
Arsenic	0.010	mg/L
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	MFL
Barium	1	mg/L
Beryllium	0.004	mg/L
Cadmium	0.005	mg/L
Chromium, Total	0.05	mg/L
Cyanide	0.15	mg/L
Fluoride	2	mg/L
Mercury (inorganic)	0.002	mg/L
Nickel	0.1	mg/L
Nitrate (as NO ₃)	45	mg/L
Nitrite (as N)	1 as N	mg/L
Nitrate + Nitrite	10 as N	mg/L
Perchlorate	0.006	mg/L
Selenium	0.05	mg/L
Thallium	0.002	mg/L
Copper	1.3	mg/L
Lead	0.015	mg/L
Organic Chemicals		
(a) Volatile Organic Chemicals (VOCs)		
Benzene	0.001	mg/L
Carbon tetrachloride	0.0005	mg/L
1,2-Dichlorobenzene	0.6	mg/L
1,4-Dichlorobenzene (p-DCB)	0.005	mg/L
1,1-Dichloroethane (1,1-DCA)	0.005	mg/L
1,2-Dichloroethane (1,2-DCA)	0.0005	mg/L
1,1-Dichloroethylene (1,1-DCE)	0.006	mg/L
cis-1,2-Dichloroethylene	0.006	mg/L
trans-1,2-Dichloroethylene	0.01	mg/L

Table 1

Chemical	Maximum Contaminant Level	Unit
Dichloromethane (Methylene chloride)	0.005	mg/L
1,2-Dichloropropane	0.005	mg/L
1,3-Dichloropropene	0.0005	mg/L
Ethylbenzene	0.3	mg/L
Methyl tertiary butyl ether (MTBE)	0.013	mg/L
Monochlorobenzene	0.07	mg/L
Styrene	0.1	mg/L
1,1,2,2-Tetrachloroethane	0.001	mg/L
Tetrachloroethylene (PCE)	0.005	mg/L
Toluene	0.15	mg/L
1,2,4-Trichlorobenzene	0.005	mg/L
1,1,1-Trichloroethane (1,1,1-TCA)	0.2	mg/L
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	mg/L
Trichloroethylene (TCE)	0.005	mg/L
Trichlorofluoromethane (Freon 11)	0.15	mg/L
1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	mg/L
Vinyl chloride	0.0005	mg/L
Xylenes	1.75	mg/L
(b) Non-Volatile Synthetic Chemicals (SOCs)		
Alachlor	0.002	mg/L
Atrazine	0.001	mg/L
Bentazon	0.018	mg/L
Benzo(a)pyrene	0.0002	mg/L
Carbofuran	0.018	mg/L
Chlordane	0.0001	mg/L
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	mg/L
Dalapon	0.2	mg/L
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	mg/L
Di(2-ethylhexyl)adipate	0.4	mg/L
Di(2-ethylhexyl)phthalate (DEHP)	0.004	mg/L
Dinoseb	0.007	mg/L
Diquat	0.02	mg/L
Endrin	0.002	mg/L
Endothal	0.1	mg/L
Ethylene dibromide (EDB)	0.00005	mg/L

Table 1

Chemical	Maximum Contaminant Level	Unit
Glyphosate	0.7	mg/L
Heptachlor	0.00001	mg/L
Heptachlor epoxide	0.00001	mg/L
Hexachlorobenzene	0.001	mg/L
Hexachlorocyclopentadiene	0.05	mg/L
Lindane	0.0002	mg/L
Methoxychlor	0.03	mg/L
Molinate	0.02	mg/L
Oxamyl	0.05	mg/L
Pentachlorophenol	0.001	mg/L
Picloram	0.5	mg/L
Polychlorinated biphenyls (PCBs)	0.0005	mg/L
Simazine	0.004	mg/L
2,4,5-TP (Silvex)	0.05	mg/L
2,3,7,8-TCDD (dioxin)	3x10 ⁻⁸	mg/L
Thiobencarb	0.07	mg/L
Toxaphene	0.003	mg/L
Disinfectant Byproducts		
Total trihalomethanes (TTHM)	0.080	mg/L
Bromodichloromethane		mg/L
Bromoform		mg/L
Chloroform		mg/L
Dibromochloromethane		mg/L
Haloacetic acids (five) (HAA5)	0.060	mg/L
Monochloroacetic Acid		mg/L
Dichloroacetic Acid		mg/L
Trichloroacetic Acid		mg/L
Monobromoacetic Acid		mg/L
Dibromoacetic Acid		mg/L
Bromate	0.010	mg/L
Chlorite	1.0	mg/L

Table 2

ITEM	CHEMICAL CONSTITUENT	Concentration (mg/L)
1	Boron	1
2	n-Butylbenzene	0.26
3	sec-Butylbenzene	0.26
4	tert-Butyl benzene	0.26
5	Carbon disulfide	0.16
6	Chlorate	0.8
7	2-Chlorotoluene	0.14
8	4-Chlorotoluene	0.14
9	Dichlorodifluoromethane (Freon 12)	1
10	1,4-Dioxane	0.003
11	Ethylene glycol	14
12	Formaldehyde	0.1
13	HMX	0.35
14	Isopropylbenzene	0.77
15	Manganese	0.5
16	Methyl isobutyl ketone (MIBK)	0.12
17	Naphthalene	0.017
18	N-Nitrosodiethylamine (NDEA)	0.00001
19	N-Nitrosodimethylamine (NDMA)	0.00001
20	N-Nitrosodi-n-propylamine (NDPA)	0.00001
21	Propachlor	0.09
22	n-Propylbenzene	0.26
23	RDX	0.0003
24	Tertiary butyl alcohol (TBA)	0.012
25	1,2,3-Trichloropropane (1,2,3-TCP)	0.000005
26	1,2,4-Trimethylbenzene	0.33
27	1,3,5-Trimethylbenzene	0.33
28	2,4,6-Trinitrotoluene (TNT)	0.001
29	Vanadium	0.05

ATTACHMENT I – TRIGGERS FOR MONITORING PRIORITY POLLUTANTS

	CONSTITUENT	µg/L
1	Antimony	7
2	Arsenic	75
3	Beryllium	--
4	Cadmium	3.7
5a	Chromium III	120
5b	Chromium VI	5.5
6	Copper	14.2
7	Lead	12.2
8	Mercury	0.026
9	Nickel	30
10	Selenium	2.5
11	Silver	11.2
12	Thallium	2.8
13	Zinc	70
14	Cyanide	2.6
15	Asbestos	--
16	2,3,7,8-TCDD (Dioxin)	0.000000007
17	Acrolein	160
18	Acrylonitrile	0.03
19	Benzene	0.6
20	Bromoform	2.2
21	Carbon Tetrachloride	0.13
22	Chlorobenzene	340
23	Chlorodibromomethane	0.22
24	Chloroethane	--
25	2-Chloroethyl vinyl ether	--
26	Chloroform	--
27	Dichlorobromomethane	0.28
28	<i>1,1-Dichloroethane</i>	5
29	1,2-Dichloroethane	0.19
30	1,1-Dichloroethylene	0.029
31	1,2-Dichloropropane	0.26
32	1,3-Dichloropropylene	5
33	<i>Ethylbenzene</i>	0.3
34	Methyl Bromide	24
35	Methyl Chloride	--
36	Methylene Chloride	2.4
37	1,1,2,2-Tetrachloroethane	0.085

	CONSTITUENT	µg/L
38	Tetrachloroethylene	0.4
39	<i>Toluene</i>	0.15
40	<i>1,2-Trans-dichloroethylene</i>	10
41	<i>1,1,1-Trichloroethane</i>	200
42	1,1,2-Trichloroethane	0.3
43	Trichloroethylene	1.35
44	<i>Vinyl Chloride</i>	0.5
45	2-Chlorophenol	60
46	2,4-Dichlorophenol	46.5
47	2,4-Dimethylphenol	270
48	2-Methy-4,6-Dinitrophenol	6.7
49	2,4-Dinitrophenol	35
50	2-Nitrophenol	--
51	4-Nitrophenol	--
52	3-Methyl-4-Chlorophenol	--
53	Pentachlorophenol	0.14
54	Phenol	10500
55	2,4,6-Trichlorophenol	1.05
56	Acenaphthene	600
57	Acenaphthylene	--
58	Anthracene	4800
59	Benzidine	0.00006
60	Benzo (a) anthracene	0.0022
61	Benzo (a) pyrene	0.0022
62	Benzo (b) fluoranthene	0.0022
63	Benzo (g,h,i) pyrene	--
64	Benzo (k) fluorantene	0.0022
65	Bis (2-Chloroethoxy) methane	--
66	Bis (2-Chloroethyl) ether	0.016
67	Bis (2-Chloroisopropyl) ether	700
68	Bis (2-ethylhexyl) phthalate	0.9
69	4-Bromophenyl phenyl ether	--
70	Butyl benzyl phthalate	1500
71	2-Chloronaphthalene	850
72	4-Chlorophenyl phenyl ether	--
73	Chrysene	0.0022
74	Dibenzo (a,h) anthracene	0.0022
75	<i>1,2-Dichlorobenzene</i>	0.6

See notes below for italicized constituents.

ATTACHMENT I. -Continued

	CONSTITUENT	µg/L
76	1,3-Dichlorobenzene	200
77	<i>1,4-Dichlorobenzene</i>	5
78	3,3-Dichlorobenzidine	0.02
79	Diethyl phthalate	11,500
80	Dimethyl phthalate	156,500
81	Di-N-butyl phthalate	1,350
82	2,4-Dinitrotoluene	0.055
83	2,6-Dinitrotoluene	--
84	Di-N-octyl phthalate	--
85	1,2-Diphenylhydrazine	0.02
86	Fluoranthene	150
87	Fluorene	650
88	Hexachlorobenzene	0.00038
89	Hexachlorobutadiene	0.22
90	<i>Hexachlorocyclopentadiene</i>	50
91	Hexachloroethane	0.95
92	Indeno (1,2,3-cd) pyrene	0.0022
93	Isophorone	4.2
94	<i>Naphthalene</i>	17
95	Nitrobenzene	8.5
96	N-Nitrosodimethylamine	0.00035
97	N-Nitrosodi-N-propylamine	0.0025
98	N-Nitrosodiphenylamine	2.5
99	Phenanthrene	--

	CONSTITUENT	µg/L
100	Pyrene	480
101	<i>1,2,4-Trichlorobenzene</i>	5
102	Aldrin	0.00007
103	BHC Alpha	0.0020
104	BHC Beta	0.007
105	BHC Gamma	0.010
106	BHC Delta	--
107	Chlordane	0.00029
108	4,4-DDT	0.0003
109	4,4-DDE	0.0003
110	4,4-DDD	0.00042
111	Dieldrin	0.00007
112	Endosulfan Alpha	0.028
113	Endosulfan Beta	0.028
114	Endosulfan Sulfate	55
115	Endrin	0.018
116	Endrin Aldehyde	0.38
117	Heptachlor	0.00011
118	Heptachlor Epoxide	0.00005
119	PCB 1016	0.000085
120	PCB 1221	0.000085
125	PCB 1260	0.000085
126	Toxaphene	0.00037

Notes:

1. For constituents not shown italicized, the values shown in the Table are fifty percent of the most stringent applicable receiving water objectives (freshwater or human health (consumption of water and organisms) as specified for that pollutant in 40 CFR 131.38¹).
2. For constituents shown bold and italicized, the values shown in the Table are based on the California Department of Health Services maximum contaminant levels (MCLs) or Notification Level. Notification Level based trigger is underlined.
3. For hardness dependent metals, the hardness value used is 120 mg/L and for pentachlorophenol, the pH value used is 7.5 standard units

¹ See Federal Register/ Vol. 65, No. 97 / Thursday, May 18, 2000 / Rules and Regulations.

Attachment C

Attachment 'C' Water Reclamation									
Plant # 1 Sampling Schedule									
Sample Point	Sample Type	Reason	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Influent	Comp	Permit Additional		BOD, TSS		BOD, TSS			
1A Primary	Comp	Process		BOD, NH ₃ ⁺ , TSS	BOD, NH ₃ ⁺ , TSS	BOD, NH ₃ ⁺ , TSS	BOD, NH ₃ ⁺ , TSS	BOD, NH ₃ ⁺ , TSS	
1A AER	Grab	Process			TSS		TSS		
1A RAS	Grab	Process		TVS, TSS		TVS, TSS		TSS	
1B OXD	Grab	Process			TSS		TSS		
1B RAS	Grab	Process		TVS, TSS		TVS, TSS		TSS	
1B Effluent	Grab Comp	Permit	Coliform, TSS, NH ₃ ⁺	Coliform, TSS, NH ₃ ⁺	Coliform, TSS, NH ₃ ⁺	Coliform, TSS, NH ₃ ⁺ , BOD	Coliform, TSS, NH ₃ ⁺	Coliform, TSS, NH ₃ ⁺	Coliform, TSS, NH ₃ ⁺
GBT	Grab	Process				% TS, %VS		% TS, %VS	
Digester # 1	Grab	Process			%TS, %VS, pH, V. A, Alkalinity		%TS, %VS, pH, V. A, Alkalinity		
Digester # 2	Grab	Process			%TS, %VS, pH, V. A, Alkalinity		%TS, %VS, pH, V. A, Alkalinity		
Digester # 3	Grab	Process			%TS, %VS, pH, V. A, Alkalinity		%TS, %VS, pH, V. A, Alkalinity		
BPC	Grab	Process				% TS		% TS	
BPF	Grab	Process				TSS		TSS	
Centrate	Grab	Process				TSS		TSS	
Centrifuge Cake	Grab	Process				% TS		% TS	

Permit Requirements are Highlighted

11/22/2021

WRF 1 Plant Influent					
Monthly		Quarterly			
T.I.N. (Grab)	4,4-DDE	Aluminum	Total hardness	Chloride	2,3,7,8-TCDD (TEF)
Ammonia-N (grab)	Dieldrin	Boron	Bis(2-ethylhexyl)phthalate	Manganese	4,4-DDT
Ammonia-N (composite)	Heptachlor Epoxide	Cr VI	Arsenic	Fluoride	Heptachlor
TDS (composite)		Lead (total recoverable)	Sulfate	Chlorodibromomethane	
		Copper (total recoverable)		Dichlorobromomethane	
		Cyanide Amenable (grab)		Beta BHC	
		Selenium (total recoverable)			
WRF 1 Plant Effluent					
Monthly		Quarterly			
TDS	Chlorodibromomethane	Aluminum	Sodium	Acrylonitrile	alpha-BHC
Hardness	Dichlorobromomethane	Bicarbonate	Sulfate	Bromoform	delta-BHC
T.I.N.	Bis(2-ethylhexyl)phthalate	Boron	Barium	Carbon tetrachloride	gamma-BHC
Nitrate-N	Beta, BHC	Manganese	Cobalt	Chloroethane	alpha-Endosulfan
Toxicity	4,4-DDT	Carbonate	Antimony	Chloroform	Endosulfan sulfate
Cr VI	4,4-DDE	Chloride	Arsenic	4,4-DDD	Endrin
Copper (recoverable)	Dieldrin	Fluoride	Total recoverable cadmium	1,3-Dichloropropylene	Acrolein
Lead (recoverable)	Heptachlor	Iron	Total recoverable silver	Ethylbenzene	Total recoverable mercury
Selenium (recoverable)	Heptachlor epoxide	Methyl chloride	Total recoverable zinc	Methyl bromide	
2,3,7,8-TCDD TEQ	Cyanide Amenable (grab)	Methylene chloride	Toluene	NDMA	
Endosulfan - alpha					

9/26/2022

Plant # 2 Sampling Schedule (full tertiary)

Location		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2 Influent	Permit (Composite)	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS
	Process							
2 Primary	Process (Composite)		BOD TSS NH ₃ ⁺		BOD TSS NH ₃ ⁺		BOD TSS NH ₃ ⁺	
2 RAS	Process (Grab)		TVS, TSS		TVS, TSS		TSS	
2 Aeration	Process (Grab)		TSS NH ₃ ⁺ NO ₂ ⁻ / NO ₃ ⁻		TSS, NH ₃ ⁺ NO ₂ ⁻ / NO ₃ ⁻		TSS, NH ₃ ⁺ NO ₂ ⁻ / NO ₃ ⁻	
2 REC	Permit (Composite)	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS
	Permit (Grab)	Coliform	Coliform	Coliform	Coliform	Coliform	Coliform	Coliform

Plant # 2 Sampling Schedule (full tertiary)

Location	Monthly	Quarterly		Semi- Annual	Annual
Plant Influent	Ammonia-N TDS TIN Hardness	Arsenic Chromium, Total Lead Nickel Silver Cyanide (Free)	Cadmium Copper Mercury Selenium Zinc		Boron Chloride Fluoride Sulfate
2REC (Reclaimed)	Hardness TDS TOC TIN	Boron Calcium Chloride Sodium Aluminum Arsenic Cadmium Copper Lead Nickel Silver Perchlorate *Chlorate *TTHM/HAA Bromodichloromethane	Bicarbonate Carbonate Fluoride Sulfate Antimony Barium Chromium, total Cyanide (Amenable) Mercury Selenium Zinc *NDMA (521 Grab) *Nitrate *123-TCP		VOC's (grab) Remaining List of MCL's (composite)

*Added quarterly for one year

11/22/21

Plant # 3 Sampling Schedule

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Plant 3 Influent	Permit (Comp)				BOD, TSS			
Plant 3 Effluent	Permit (Grab)	Coliform	Coliform	Coliform	(Comp) BOD, TSS, Coliform	Coliform	Coliform	Coliform

Plant # 3 Sampling Schedule

Location	Monthly	Annual
Plant Influent		Boron Chloride Sodium Fluoride, Barium Sulfate Chromium VI Total Hardness Silver Lead Chloroform Dibromochloromethane Hexachlorocyclohexane (Lindane) Cyanide -Amenable (Grab) Bromodichloromethane Selenium Cadmium Arsenic Benzene Manganese Zinc Mercury Copper Iron Phenol Nickel Volatile organic portion of EPA Priority Pollutants ⁵ (Grab) Remaining EPA Priority Pollutants ⁶ (Composite)
Plant Effluent 002 Recycled water)	T.I.N T.D.S	

⁵ EPA priority pollutants are those remaining volatile organic pollutants listed in Attachment "C" which are not specifically listed in this monitoring program table.

⁶ Remaining EPA priority pollutants are those pollutants listed in Attachment "C" which are not volatile organics and pollutants not specifically listed in this monitoring program table.

⁷ Total Trihalomethanes shall mean the sum of Bromoform, Chloroform, Dibromochloromethane, and Bromodichloromethane.

SECTION V

PROPOSAL CONTENT AND FORMS

A. PRESENTATION

Proposals shall be specific to this project. Lengthy narrative is discouraged and presentation should be brief and concise.

1. Cover Letter

Proposals shall contain the following in a cover letter:

- a. Identification of consultant, including name, address, telephone number and DIR Registration Number, if applicable;
- b) Proposed working relationship between consultant and subconsultants, if applicable;
- c) Acknowledgment of receipt of all RFP addenda, if any;
- d) Name, title, address, telephone number and email address of consultant's contact person during the proposal evaluation period;
- e) A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the chemical and bacteriological laboratory analysis services to be rendered are included in the hourly rates schedule of said fee proposal and that there will be no additional charges.
- f) A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal;
- g. Signature of a person authorized to bind consultant to the terms of the proposal; and
- h. Identification of proposed sub-consultants, including legal company name, and contact person's name, address, phone number. Working relationship between Consultant and subcontractors, if applicable.
- i. Complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable

Following the cover letter, proposals should address the following items in turn:

2. Qualifications, Related Experience and References

This section of the proposal should establish Consultant's ability to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; professional and educational qualifications, strength and stability of the firm, staffing capability, work

load, record of meeting schedules on similar projects; and supportive client references. Consultant shall:

- a. Provide a brief profile of the firm, including the types of services offered, year founded, form of organization (corporation, partnership, sole proprietorship) number, size and location of offices and number of employees;
- b. Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;
- c. Describe samples of work and the firm's experience in performing work of a similar nature to that described in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- d. Identify sub-consultants by company name, address, contact person, telephone number, project function, and describe consultant's experience working with each sub-consultant; and
- e. Provide a minimum of 3 references from the projects cited as related experience. References shall include the name, title, address, telephone number, and email address of the person(s) at the client organization most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

3. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications and involvement of the proposed project staff. Consultant shall:

- a. Describe your firm's organization chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to the senior level. Provide education, experience and applicable professional credentials of proposed project staff.
- b. Furnish brief resumes, not more than two pages, and at least three references, for key personnel.
- c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work.
- d. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- e. Provide education, experience, and applicable professional credentials of proposed subcontractors.
- f. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

4. Work Plan

Consultant shall provide a narrative which addresses the Scope of Services and shows consultant's understanding of the City's needs and requirements. Consultant shall:

- a. Describe the approach to completing the tasks specified in the Scope of Services.
- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- d. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task.
- e. Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the project.
- f. Describe fully any deliverables that will be due un the contract, based on the Scope of Work.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Services which do not materially deviate from the objectives or required content of the project.

5. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP on the RFP Acknowledgement Form where indicated. Where Consultant wishes to propose alternative approaches to meeting the City's technical requirements, these should be thoroughly explained. Consultants are cautioned that exceptions or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

6. Time Extensions

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

7. Alternative Work Schedule

The Consultant should discuss the Project schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Schedule

Section of the proposal. City is under no obligation to consider such an alternative schedule.

8. Labor Hour Estimate and Fee Proposal

Consultants are to submit a fee proposal with their technical proposal. **The fee proposal must be submitted as a separate file and uploaded into PlanetBids as the Cost File. The fee proposal must not be included within the Technical Proposal file.** After ranking of the consultants by qualifications, the City will review the cost proposals and begin negotiations with the highest ranked consultant. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the City. Consultant shall provide the following in their fee proposal:

- a. An hourly rate schedule (labeled as Exhibit “C” Compensation) and an hourly cost breakdown by task showing labor hours, hourly labor rates, and fees by task.
- b. A total “Maximum Not-to Exceed” fee for all services to be rendered and all materials to be furnished.

Items typically negotiated include:

- a. Work plan
- b. Schedule and deadlines
- c. Products to be delivered
- d. Classification, wage rates, and experience level of personnel to be assigned
- e. Cost items, payments, and fees

9. Appendices

Information considered by Consultant to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

10. Insurance

Consultants shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Professional Services Agreement.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a proposal, Consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Consultant and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in Consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. RFP ACKNOWLEDGMENT FORM/PAYMENT TERMS

Consultant shall complete the RFP Acknowledgment Form in its entirety. Unless discount terms are offered, payment terms shall be “Net 30 Days”. Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City’s check is mailed. Consultant shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

D. NON-COLLUSION DECLARATION/AGREEMENT ACKNOWLEDGMENT

Consultant shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with its proposal.

E. PROPOSAL CHECKLIST

- Cover Letter
- Technical Proposal
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona Professional Services Agreement
- Acknowledgement of Insurance Requirements Check Sheet
- Completed Insurance Requirements Check List
- Sample Insurance Certificate
- Consultant’s Statement of Past Contract Disqualifications
- RFP Acknowledgment Form
- Acknowledgment of Vendor Performance Evaluation Form
- Fee Proposal **(submitted as a separate document from the proposal file)**

PARTY SUBMITTING PROPOSAL: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ [title] of
_____ [proposer], the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Proposal

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

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 24-048AT

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Consultant’s Proposal)

All applicable insurance requirements to this RFP are identified with a ‘YES’ under the “Applicable to Vendor” column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City’s preliminary review. Any deductibles or self-insured retention amounts have been specified below for City’s review and approval.

The City reserves the right to request Contractors to provide reviewed or audited financial statements and/or tax returns if the consultant has insurance deductibles or self-insured retention amounts greater than \$50,000.

Deductible Amounts/Self-insured Retentions:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

City of Corona
RFP No. 24-048AT Insurance Requirements Check List
(To be Completed and Submitted with Consultant’s Proposal)

All applicable insurance requirements are identified with a ‘YES’ under the “Applicable to Vendor” column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Consultant’s Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			YES
Can your company provide coverage with an insurer with a current A.M. Best’s rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best’s rating no less than (A-):X and authorized to issue the required policies in California?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

**Insurance Endorsements
General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states 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?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the Consultants' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES

Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?			YES

Workers' Compensation	YES	NO	Applicable to Vendor
Will your company provide a waiver for 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?			YES
Will your company provide 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?			YES

Use the space below to explain any "NO" responses.

CONSULTANT’S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP No. 24-048AT.

1. Have you ever been disqualified from any contract? (circle one) Yes No

2. If yes, explain the circumstances:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

Vendor Performance Evaluation Form

Department:		Division:		
Prepared By:		Title:		
Vendor Name:			P. O. #:	
Contract Amount: \$		Change Order Amount: \$		
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input type="radio"/>		
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i> 6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i> 				

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VI.
RFP ACKNOWLEDGMENT

REQUEST FOR PROPOSALS: **RFP NO. 24-048AT**

DESCRIPTION OF WORK: **CHEMICAL and BACTERIOLOGICAL LABORATORY
ANALYSIS SERVICES**

CONSULTANT’S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No
(circle one). If you answered “No”, please explain: _____

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred
or suspended bidders? Yes / No. (circle one)

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____

SECTION VII.
FORM OF AGREEMENT

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [***INSERT NAME***]
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS SERVICES) – (POTABLE AND
WASTEWATER ANALYTICAL AND SAMPLING PROJECT, RFP 24-048AT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Chemical and Bacteriological Laboratory Analysis 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 Potable And Wastewater Analytical And Sampling project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional chemical and bacteriological laboratory analysis 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 July 1, 2024 to June 30, 2025 (“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”).

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: [***INSERT NAMES***].

3.2.5 City's Representative. The City hereby designates Tom Moody, Director of Utilities or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and 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. (4) *Pollution Liability*.

(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. (4) *Pollution Liability*: \$1,000,000 per claim/\$2,000,000 policy aggregate minimum.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subconsultants 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 minimum.

3.2.10.4 Pollution Liability. The Consultant's Pollution Liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the Consultant, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) coverage shall include contractual liability and non-owned disposal sites.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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.

3.2.10.9 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.

3.2.10.10 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.

3.2.10.11 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.

3.2.10.12 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.

3.2.10.13 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.

3.2.10.14 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.

3.2.10.15 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 chemical and bacteriological laboratory analysis services provided by the Consultant under this Agreement.

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

3.2.10.16 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 the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation"), without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its 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 chemical and bacteriological laboratory analysis services 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:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody, Utilities Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS SERVICES) – (POTABLE AND
WASTEWATER ANALYTICAL AND SAMPLING PROJECT, RFP 24-048AT)

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

CITY OF CORONA

By:

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

Attest:

[***INSERT NAME***]
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
(CHEMICAL AND BACTERIOLOGICAL LABORATORY ANALYSIS SERVICES) – (POTABLE AND
WASTEWATER ANALYTICAL AND SAMPLING PROJECT, RFP 24-048AT)

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

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

**EXHIBIT “A”
SCOPE OF SERVICES**

[INSERT SCOPE**]**

MODEL (05-19)

**EXHIBIT “B”
SCHEDULE OF SERVICES**

[INSERT SCHEDULE**]**

MODEL (05-19)

**EXHIBIT “C”
COMPENSATION**

[INSERT RATES & AUTHORIZED REBURSABLE EXPENSES**]**