

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Meeting Final Agenda

Wednesday, October 5, 2022

**Closed Session Council Board Room 4:30 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Wes Speake, Mayor
Tony Daddario, Vice Mayor
Jacque Casillas, Council Member
Tom Richins, Council Member
Jim Steiner, Council Member**

The City Council meeting of October 5, 2022, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/89685223321>

CONVENE CLOSED SESSION

CITY COUNCIL

1. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Property Location: 422 Corona Mall, 442 Corona Mall, 508 S. Main St., 514 S. Main St., 518 S. Main St., 591 Corona Mall, 579 Corona Mall, 577 Corona Mall, 525 Corona Mall, 505 Corona Mall, 415 Corona Mall, 405 Corona Mall, 683 S Main St, 675 S Main St, 138 E Sixth St, 106 E Sixth St, 114 E Sixth St, APN's: 117-143-015, 117-151-022, 117-143-013, 117-143-026, 117-143-030, 117-143-034, 117-143-035, 117-151-012, 117-151-014

Agency Negotiator: Jacob Ellis, City Manager

Negotiating Party: Rest Area, LLC and Sun Circle, LLC

Under Negotiation: Price & Terms of Payment

2. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(4)

Possible initiation of litigation: (1 potential case)

INVOCATION

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

PLEDGE OF ALLEGIANCE

CONVENE OPEN SESSION

Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

3. [Commendations: Life Saving Awards.](#)

4. [Proclamation: Fire Prevention Week 2022.](#)

5. [Proclamation: Red Ribbon Month.](#)

6. [Proclamation: Manufacturing Week.](#)

MEETING MINUTES

7. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of September 21, 2022.](#)

CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member or any person in attendance may request that an item be removed for further consideration.

8. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3355, second reading of an Ordinance of the City of Corona, California, updating sections of Chapter 8.40 of the Corona Municipal Code relating to hazardous materials disclosure.](#)
9. **AGREEMENT** - [Professional Services Agreement with Nichols Consulting Engineers, CHTD., for a Ten-year Pavement Management Program Update.](#)

That the City Council:

- a. Award Request for Proposal 22-063CA titled "Ten Year Pavement Management Program Update" to Nichols Consulting Engineers, CHTD., for the total amount of \$189,750.
 - b. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Nichols Consulting Engineers, CHTD., in the amount of \$189,750.
 - c. Authorize the City Manager, or his designee, to negotiate and execute the non-substantive extensions, amendments, and change orders up to the amount authorized in Corona Municipal Code 3.08.070(I), which is equivalent to up to 10% or \$18,975.
 - d. Authorize the Purchasing Manager to issue a purchase order to Nichols Consulting Engineers, CHTD., in the amount of \$189,750.
10. **AGREEMENT** - [First amendment to the Transportation Uniform Mitigation Fee Program Improvement and Credit/Reimbursement Agreement for the Cajalco Road and Interstate 15 Interchange Improvement Project.](#)

That the City Council:

- a. Approve the First Amendment to the Transportation Uniform Mitigation Fee

Program Improvement and Credit/Reimbursement Agreement between the City and Arantine Hills Holdings L.P for the Cajalco Road and Interstate 15 Interchange Improvement Project.

- b. Authorize the City Manager, or his designee, to execute the First Amendment to the Transportation Uniform Mitigation Fee Program Improvement and Credit/Reimbursement Agreement between the City and Arantine Hills Holdings L.P for the Cajalco Road and Interstate 15 Interchange Improvement Project.

11. AGREEMENT - [Automated License Plate Reader Community Partner Camera Funding Agreement.](#)

That the City Council:

- a. Approve the Automated License Plate Reader Community Partner Camera Funding Agreement.
- b. Authorize the City Manager, or his designee, to enter into Automated License Plate Reader Community Partner Camera Funding Agreements with community organizations to purchase automated license plate reader cameras.
- c. Authorize the City Attorney to make any minor, non-substantive modifications to the Automated License Plate Reader Community Partner Camera Funding Agreement.
- d. Authorize and establish ownership of revenue received from the Community Partner Funding Agreement as funding designated for camera purchases and related contract costs.

12. BID & PURCHASE - [Maintenance/General Services Agreement for Closed Circuit Television Sewer System Video Inspection Services with Houston and Harris PCS, Inc.](#)

That the:

- a. City Council award Notice Inviting Bids 22-058RH for Closed Circuit Television Sewer System Video Inspection Services to Houston & Harris PCS, Inc., the lowest responsive, responsible bidder, for the total not to exceed bid amount of \$250,000 and waive any and all minor irregularities in the bidding document as submitted by said bidder.
- b. City Council authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement with Houston & Harris PCS, Inc. in the amount of \$250,000 per fiscal year and authorize the extension of the agreement with two (2) additional two (2) option year renewal periods.
- c. City Council authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders and amendments up to 10%

of total contract cost or \$25,000 as authorized by Corona Municipal Code [Section 3.08.060\(J\)](#).

- d. City Council authorize the Purchasing Manager to issue a purchase order to Houston & Harris PCS, Inc. in the amount of \$250,000.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

13. BUDGETARY - [Request for Ownership of Revenue Account - Corona Employee Social Committee Donation Account.](#)

That the City Council authorize and establish ownership of revenue for all funds deposited in the Corona Employee Social Committee Donation Account.

14. RELEASE OF SECURITY - [Acceptance of the public improvements and release of the securities posted for the properties located at 2472 Steven Drive and 2478 Steven Drive.](#)

That the City Council:

- a. Accept the public improvements associated with 2472 Steven Drive and 2478 Steven Drive.
- b. Retain twenty-five percent (25%) of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair and replacement of any improvements that fail to meet City standards at the end of the one-year period. (Receipt No. DEP15-0003).
- c. Retain the Labor and Material Security for six months beyond the acceptance of the improvements and automatically release the security unless claims are filed. (Receipt No. DEP15-0004).

15. RELEASE OF SECURITY - [Release of the rough grading and private storm drain securities posted by Lennar Homes for Tract Maps 36541-1, 36541-2, and 36541 located south of Green River Road, beyond Calle Del Oro, and west of Paseo Grande.](#)

That the City Council release the rough grading and erosion control and private storm drain securities for Tract Maps 36541-1, 36541-2, and 36541 (Bond No. 105198 FP and Receipt No. DEP16-0095).

COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and city of residence for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three-minute limit for communications.

PUBLIC HEARINGS

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

ADMINISTRATIVE REPORTS

This portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.

- 16. ADMINISTRATIVE REPORT - [Request from City Council Member Richins requesting a waiver of permit application fees for ABC Hopes and Settlement House.](#)**

That the City Council provide staff with direction on the waiver of fees by recommending one of the proposed options presented by staff.

LEGISLATIVE MATTERS

This portion of the agenda is for proposed ordinances presented for the City Council's consideration.

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

This portion of the agenda lists items from Commissions and Boards.

A) Planning & Housing Commission

B) Parks & Recreation Commission

C) Regional Meetings

- 17. REGIONAL MEETING REPORT - [Update from Council Member Tom Richins on the Riverside County Habitat Conservation Agency \(RCHCA\) Meeting of September 15, 2022.](#)**
- 18. REGIONAL MEETING REPORT - [Update from Council Member Jim Steiner on the Riverside Transit Agency \(RTA\) Board Meeting of September 22, 2022.](#)**

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

FUTURE AGENDA ITEMS

This portion of the agenda is for items requested by the Mayor or Council Members for consideration at a future meeting. No immediate action is taken on Future Agenda items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.

1. Heritage Room Flag Update (Staff) October 12, 2022
2. Zero Emissions Bus Program (Staff) October 12, 2022
3. Historic Route Signs (Staff) October 12, 2022
4. Summer Events (Staff) October 12, 2022
5. HDL Quarterly Sales Tax Update (Staff) October 12, 2022
6. Infill Fees in Historic Districts (W. Speake) October 26, 2022
7. Branding Research Findings (Staff) October 26, 2022
8. Communications Plan Update (Staff) October 26, 2022
9. Historic Preservation Code Revisions (W. Speake) October/November
10. Volunteer Program Update (Staff) October/November
11. National Community Survey (Staff) October/November
12. Parking Enforcement Update (Staff) November/December
13. Anti-Camping Ordinance (Staff) November/December
14. Secondhand Smoke as a Nuisance (W. Speake) November/December
15. City Park Master Plan Kickoff (Staff) December/January
16. Rent Stabilization Update (T. Richins) TBD
17. Security Camera Master Plan Update (Staff) TBD
18. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
19. Quiet Zone at Railroad Crossings (Staff) TBD
20. Catalytic Converters Ordinance (J. Steiner) TBD
21. Historic Civic Center Frontage Design Options (Staff) TBD
22. Development of a I-15 Corridor Lobbying Coalition (W. Speake) TBD
23. Options to Expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas)

ADJOURNMENT

The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, October 19, 2022 at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

Corona City Hall - Online, All the Time at www.CoronaCA.gov

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting in the entry way display case at City Hall. A complete agenda packet is available for public inspection during business hours at the City Clerk's Office. Any materials relating to an item on the agenda which are distributed to all, or a majority of all, members of the City Council after the posting of the agenda will also be available at the same time for public inspection during business hours at the City Clerk's Office.

Written communications from the public for the agenda must be received by the City Clerk's Office seven (7) days prior to the City Council meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting is Being Recorded

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Minutes - Draft

Wednesday, September 21, 2022

**Closed Session Council Board Room 4:30 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Wes Speake, Mayor
Tony Daddario, Vice Mayor
Jacque Casillas, Council Member
Tom Richins, Council Member
Jim Steiner, Council Member**

**Revised agenda on September 20, 2022 at 7:18 a.m.

Item 14 - the staff report was revised.**

The City Council meeting of September 21, 2022, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/84174755893>

CONVENE CLOSED SESSION

Closed Session convened at 4:40 p.m. for the purposes listed below. Present were Mayor Speake, Vice Mayor Daddario, Council Member Casillas, Council Member Richins, and Council Member Steiner. Mayor Speake recused himself from Items 1 and 2 due to a fellow investor from a different project, in which the Mayor just became an investor in the same project last week, is also an investor in this project. Closed Session adjourned at 5:35 p.m.

CITY COUNCIL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
Possible initiation of litigation: (1 potential case)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: APN 103-020-010, 103-020-011, 103-020-007
Negotiating parties: FRONTAGE GROUP LLC; OXBOW PARTNERS; KIRKWOOD GROUP, LLC; SERFAS DEVELOPMENT, LLC, SHERMAN SHYH HUANG LEE AND MIN LING LEE, TRUSTEES OF THE SHERMAN SHYH HUANG LEE FAMILY TRUST DATED JULY 19, 1984; GRACE ADORA HSU; ALICE TAMOURA LEE; CHI-YU KING AND BI-SHIA KING, TRUSTEES OF THE C + B TRUST, DATED AUGUST 12, 1991; PINECREST BADGER ASSOCIATES LLC; TAI-NAN WANG AND HSIU-MEI WANG; MOUNTAIN VIEW COUNTRY CLUB
Agency negotiator: Jacob Ellis, City Manager
Under Negotiation: Price and Terms of Payment

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 150 Depot Drive, Corona, CA 92882
Negotiating Party: Tamara Hollingsworth
Agency Negotiator: Jacob Ellis, City Manager
Under Negotiation: Price and Terms of Payment

Rollcall

Present: 5 - Tony Daddario, Jacque Casillas, Tom Richins, Jim Steiner, and Wes Speake

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Daddario.

CONVENE OPEN SESSION

Mayor Speake called the meeting to order at 6:32 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

4. Introduction: 2022 - 2023 Mayor's Youth Council.

The Mayor's Youth Council was introduced.

The following items were taken out of order.

6. Proclamation: Constitution Week.

Diane Stephens with Butterfield Trail Chapter (NSDAR) accepted the Proclamation.

Don Fuller, resident, addressed the Council regarding the Constitution.

7. Proclamation: Hispanic Heritage Month.

Council Member Casillas accepted the Proclamation on behalf of Marta Cortez.

5. Recognition: Corona Police Community Partnership Trailer Donation.

The Corona Police Community Partnership accepted the Recognition.

MEETING MINUTES

A motion was made by Vice Mayor Daddario, seconded by Council Member Casillas, that these Minutes be approved. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

8. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Study Session Meeting of August 24, 2022.

These Minutes were approved.

9. Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of September 7, 2022.

These Minutes were approved.

CONSENT CALENDAR

A motion was made by Vice Mayor Daddario, seconded by Council Member Casillas, that the Consent Calendar be approved with the exception of Item 14, which was voted on separately. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

- 10.** City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Fiscal Report for the month of July 2022.

This Financial Report was approved.

- 11.** City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Investment Portfolio Report for the month of July 2022.

This Financial Report was approved.

- 12.** Public improvement agreements and security substitutions for Tract Map 37644, Lots 24 through 29, located south of Cajalco Road and west of Interstate 15.

This Agreement was approved.

- 13.** Update on Contracted Emergency Potable Water Main Replacement on Cypress Point Drive and Oakland Hills Drive pursuant to Corona Municipal Code Section 3.08.140(A).

This Bid & Purchase was approved.

- 14.** Maintenance/General Services Agreement for As Needed Supplemental Biosolids Transportation Services to Christofferson Transportation, Inc.

Mayor Speake had inquiries and Tom Moody, Director of Utilities, provided a report.

A motion was made by Vice Mayor Daddario, seconded by Council Member Richins, that this Bid & Purchase be approved. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

- 15.** Purchase of multi-band portable radios from Motorola Solutions, Inc.

This Bid & Purchase was approved.

- 16.** Release of the grading securities posted by Raising Cane's Restaurants, LLC, for a newly constructed restaurant building located at 840 North Main Street.

This Release of Security was approved.

- 17.** Release of the Landscaping Securities posted by Arantine Hills Holdings, LP, for certain slopes and parkway improvements associated with Tract Map 36294R and Tract Map 37030, located south of Eagle Glen Parkway and west of Interstate 15.

This Release of Security was approved.

- 18.** Resolution designating authority to act on behalf of the City for purposes of obtaining federal financial assistance provided by the United States Department of Homeland Security.

This Resolution was adopted.

COMMUNICATIONS FROM THE PUBLIC

Karen Alexander, resident, addressed the Council to announce the upcoming Amber Waves of Grains scheduled for Saturday, November 5, 2022 at Dos Lagos.

The following citizens addressed the Council to express concerns with a dispensary near a dance school: Cynthia Karner, Elizabeth Huebner, Heather Flexman, Christy McKell, and Jennifer Batogbacal.

Jerry Seifer, resident, addressed the Council regarding his concerns with Emeritus Park Apartment Complex.

John Donaldson, resident, addressed the Council regarding cannabis and LA Times articles.

Don Fuller, resident, addressed the Council to announce National Alzheimer's Day.

Joe Morgan, resident, addressed the Council and expressed support of the cannabis ordinance.

PUBLIC HEARINGS

- 19.** Public Hearing on the 2021-2022 Consolidated Annual Performance and Evaluation Report being filed with the United States Department of Housing and Urban Development.

Cynthia Lara, Community Assistance Manager, provided a report on the proposed item. The Council provided comments and had inquiries. Ms. Lara provided clarification. Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received regarding the Public Hearing. Mayor Speake closed the Public Hearing.

A motion was made by Council Member Richins, seconded by Council Member Casillas, that this Public Hearing be approved. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

ADMINISTRATIVE REPORTS

- 20.** Adoption of the City of Corona Downtown Revitalization Plan and Design Guidelines: A Guide to Placemaking in Downtown Corona.

Jessica Gonzales, Economic Development Director, introduced the item and the consultants: Brian Moncrief and Ken Hira with Kosmont Companies and Art Cueto with Storyland Studios. The consultants provided a report. The Council discussed the proposed item and provided comments.

The following residents addressed the Council in opposition of the proposed item: Chris McCoy, Don Fuller, and Joe Morgan.

Ms. Edwards reported that written comments from Matt Woody were received and will be filed with the meeting minutes.

A motion was made by Council Member Casillas, seconded by Council Member Richins, that this Administrative Report be approved. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

- 21.** Authorize the creation of Capital Improvement Project No. 2022-12 for the Widening of Ontario Avenue at Lincoln Avenue and approve the Transportation Uniform Mitigation Fee Reimbursement Agreement with Western Riverside Council of Governments as funding assistance for the project.

Julianna Zaleski, Associate Engineer, provided a report. The Council discussed the proposed item and had inquiries. Ms. Zaleski provided clarification.

The following residents addressed the Council and expressed concerns with the proposed item: Karen Parker, Dawn Wilson, Mary Estrada, David Barnett, Keenam Patel, and Joe Morgan.

The Council unanimously agreed to continue the item to a future Council Meeting to allow staff to put together a proposed plan view of the project.

A motion was made by Council Member Steiner, seconded by Mayor Speake that this Administrative Report be continued to a future Council Meeting. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

LEGISLATIVE MATTERS

- 22.** Updating sections of Chapter 8.40 of the Corona Municipal Code relating to hazardous materials disclosure.

A motion was made by Council Member Casillas, seconded by Council Member Steiner, that this Ordinance be approved. The motion carried by the following vote:

Aye: 5 - Daddario, Casillas, Richins, Steiner, and Speake

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

A) Planning & Housing Commission

None.

B) Parks & Recreation Commission

None.

C) Regional Meetings

- 23.** Update from Council Member Jacque Casillas on the League of California Cities Conference of September 7, 2022 to September 9, 2022.

Council Member Casillas provided an update.

- 24.** Update from Council Member Jacque Casillas on the Western Riverside Council of Governments (WRCOG) meeting of September 12, 2022.

Council Member Casillas provided an update.

- 25.** Update from Vice Mayor Tony Daddario on the Western Riverside County Regional Conservation Authority (RCA) Meeting of September 12, 2022.

Vice Mayor Daddario provided an update.

CITY ATTORNEY'S REPORTS AND COMMENTS

Dean Derleth, City Attorney, noted that Mayor Speake recused himself from Items 1 and 2 in Closed Session. Mayor Speake noted the reason for his recusal.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Casillas announced that Community Conversations will take place on September 29, 2022.

Council Member Richins provided a brief overview of the following: Assembly at Prado Dam on September 18, 2022, Corona La Linda Mobile Home community meeting, Rodrigo's 50th Anniversary Celebration, Demolition of the Showcase Theater, and Downtown Corona.

Council Member Steiner announced the upcoming EIR Scoping Meeting for the Old Horse Ranch on September 22, 2022 in the City Hall Multipurpose Room.

Vice Mayor Daddario provided a brief overview of the following: Assembly at Prado Dam on September 18, 2022, Townhall Meeting on September 10, 2022, and the Herencia Mariachi Academy Concert.

Mayor Speake provided a brief overview of the following: League of California Cities Annual Conference, Surplus Land Act at the Coroner of Temescal Canyon and Cajalco, Prado Dam Mural, Remembering 9/11 event, Pony Baseball opening day, office opening for Oscar Tortola, Council Forum on September 16, 2022, Regional Roundtable Listening Session on Infrastructure Investments, Herencia Mariachi Academy Concert, Southern California Association of Governments Resilience and Conservation Sub-Committee, Healthcare Block Party on September 24, 2022, Vista Senior Living's Luau on September 24, 2022, Santiago High School Shark Attack 5k Run, Community Conversations on September 29, 2022, Walk for Life on October 1, 2022, CARE Court and homelessness, AB 2011, and SB 6.

FUTURE AGENDA ITEMS

1. Purchasing Policy Update (Staff) September 28, 2022
2. Field Maintenance Standards (Staff) September 28, 2022
3. Legislative Platform Update (Staff) September 28, 2022
4. LMD Program Update (Staff) September 28, 2022
5. Street Vendor Ordinance (Staff) September 28, 2022
6. American Rescue Plan Act Project Update (Staff) September 28, 2022
7. Electric Utility Sale Analysis (Staff) September 28, 2022
8. Community Mural Project (J. Casillas) September 28, 2022
9. Future of the Old Police Station (Staff) September 28, 2022
10. Community Camera Safety Program (Staff) October 5, 2022
11. Heritage Room Flag Update (Staff) October 12, 2022
12. Zero Emissions Bus Program (Staff) October 12, 2022
13. Historic Route Signs (Staff) October 12, 2022
14. Summer Events (Staff) October 12, 2022
15. HDL Quarterly Sales Tax Update (Staff) October 12, 2022
16. Infill Fees in Historic Districts (W. Speake) October 26, 2022
17. Branding Research Findings (Staff) October 26, 2022
18. Communications Plan Update (Staff) October 26, 2022
19. Historic Preservation Code Revisions (W. Speake) October/November
20. Volunteer Program Update (Staff) October/November
21. National Community Survey (Staff) October/November
22. Parking Enforcement Update (Staff) November/December
23. Anti-Camping Ordinance (Staff) November/December
24. Secondhand Smoke as a Nuisance (W. Speake) November/December
25. Rent Stabilization Update (T. Richins) TBD
26. Security Camera Master Plan Update (Staff) TBD
27. Banning Temporary Signs in the Public Right of Way (W. Speake) TBD
28. Quiet Zone at Railroad Crossings (Staff) TBD
29. Corona Depot Train Station (T. Richins) TBD
30. Catalytic Converters Ordinance (J. Steiner) TBD
31. Historic Civic Center Frontage Design Options (Staff) TBD
32. Options to expedite Redevelopment of Main Street & Parkridge Ave. Area (J. Casillas) TBD

ADJOURNMENT

The next scheduled meeting of the Council is October 5, 2022. Mayor Speake adjourned the meeting at 9:43 p.m. in honor of Dave Dawny's retirement from the Press-Enterprise.

ORDINANCE NO. 3355

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, AMENDING VARIOUS SECTIONS IN
CHAPTER 8.40 OF THE CORONA MUNICIPAL CODE
REGARDING HAZARDOUS MATERIALS DISCLOSURE**

WHEREAS, Chapter 8.40 of the Corona Municipal Code regulates businesses that handle hazardous materials by implementing and enforcing the standards pertaining to hazardous materials response plans and disclosures set forth in the Chapter 6.95 of Division 20 of the California Health & Safety Code; and

WHEREAS, the City Council desires to amend certain section in Chapter 8.40 to clarify the categories and classification of hazardous materials, which are used to determine the permitting and fee requirements that apply to businesses that handle hazardous materials.

**THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Amendment – Section 8.40.020. Section 8.40.020 (Definitions) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.020 Definitions.

The words and phrases used in this chapter, unless otherwise apparent from the context, shall be as defined in the Hazardous Materials Release Response Plans and Inventory Law set forth in Division 20, Chapter 6.95 of the California Health & Safety Code as amended, and the Hazardous Materials Release Reporting, Inventory and Response Plans Regulations as specified in Title 19, Division 2, Chapter 4 of the California Code of Regulations, as amended, except for the following:

(A) "**Business**" means an employer, person, self-employed individual, trust, firm, joint stock company, limited liability company, corporations, partnership or association, a business organized for profit or nonprofit and any agency, department, office, board, commission, or bureau of a city, county, state, federal or special district. For purposes of this chapter, households that generate, store, handle, dispose, treat or recycle hazardous materials of the kind and in the amounts customary for traditional households, do not constitute a business.

(B) "**Business plan**" means a separate electronic plan for each business location within the city of Corona that satisfies the requirements of Chapter 6.95.

(C) "**Chapter 6.95**" means Chapter 6.95 of Division 20 of the HSC, as amended or superseded.

(D) "**CUPA**" means the Certified Unified Program Agency, which is the agency certified by the Secretary for Environmental Protection to implement the unified program specified in Chapter 6.11 of Division 20 of the HSC. For purposes of this chapter, the DEH is the CUPA.

(E) "**Department of Environmental Health (DEH)**" means the County of Riverside Department of Environmental Health.

(F) "**HSC**" means the California Health and Safety Code.

(G) "**Unified Participating Agency**" or UPA means the participating agency that has a written agreement with the CUPA pursuant to subdivision (d) of Health and Safety Code section 25404.3, and is approved by the Secretary for Environmental Protection, to implement or enforce one or more of the unified program elements specified in paragraphs (4) and (5) of subdivision (c) of HSC section 25404, in accordance with the provisions of HSC sections 25404.1 and 25404.2. For purposes of this chapter, the City of Corona, by and through the Corona Fire Department, is the UPA."

SECTION 2. Amendment – Section 8.40.030(C)(7). Subsection (C)(7) (Employee training) of Section 8.40.030 (Requirements for handling hazardous materials) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“(7) Employee training. Initial employee training as required by Chapter 6.95 shall be conducted prior to handling hazardous materials regulated by this chapter. Documentation shall be maintained available for inspection.”

SECTION 3. Amendment – Section 8.40.040. Section 8.40.040 (Permits required) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“8.40.040 Permits required.

(A) **Permit.** Except as provided in Chapter 6.95 and this chapter, no person shall operate or maintain a business where hazardous materials, or a mixture containing hazardous materials, are handled in a quantity that is equal to or greater than an amount specified in Chapter 6.95 without a valid permit issued by the DEH.

The owner or operator of a business that was not previously subject to the permit requirements of this chapter shall obtain a permit for handling hazardous materials from the DEH at the time a hazardous material, or a mixture containing a hazardous material, in a quantity that is equal to or greater than an amount specified in Chapter 6.95 is first handled at the business.

All permits shall expire annually on the one-year anniversary of the date of permit issuance and shall be renewed annually thereafter at least (30) calendar days prior to the permit expiration date.

The owner or operator of a business that is subject to the requirements of this chapter may also be required to obtain other permits, as set forth in Chapter 1, Section 105 of the California Fire Code, as determined by the Fire Chief.

(B) **Business plan required.** The owner or operator of a business that handles hazardous materials in quantities specified in Chapter 6.95 shall submit a completed business plan electronically to the California Environmental Reporting System (CERS). The DEH and the Corona Fire Department shall review the components of the business plan that are within the jurisdiction of the CUPA and the UPA, respectively, and accept the Business Plan if it complies with the requirements of Chapter 6.95 and this chapter. The business plan shall be submitted with the appropriate fee payable to DEH. The business plan shall be updated and submitted annually no later than the permit expiration date.

(C) **Contents of business plan.** The business plan required by §8.40.040(B) shall include all the information required by Chapter 6.95. In addition, the following shall be required:

- (1) Site map and storage map
 - a. The site map and storage map shall have all text oriented in the same direction on the page.
 - b. If hand drawn, a ruler or straight edge shall be used.
 - c. If symbols are used, a legend shall be provided.

(2) Emergency notification

(3) Additional information, as Fire Chief deems necessary to meet the intent of this chapter and Chapter 6.95 in protecting the public health, safety or the environment.

(D) Permit issuance. The DEH will issue a permit to handle hazardous materials when the following requirements have been met:

(1) The business plan has been electronically submitted to the California Environmental Reporting System (CERS) and reviewed and accepted by DEH and the Corona Fire Department.

(2) The applicable fees have been paid in full to DEH.

(E) Nontransferable permit. A permit to handle a hazardous material is not transferable.

(F) Maintaining permit and business plan on premises. A permit issued pursuant to this chapter shall be posted or made available for inspection at the permitted place of business. A copy of the approved business plan shall be maintained on-site, clearly identified and easily accessible to employees.”

SECTION 4. Amendment – Section 8.40.060. Section 8.40.060 (Hazardous materials classification system) of Chapter 8.40 (Hazardous Materials Disclosure) of Title 8 (Health and Safety) of the Corona Municipal Code is hereby deleted in its entirety.

SECTION 5. CEQA Findings. This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action makes minor text amendments to the CMC to clarify the classification and categories of hazardous materials for purpose of permitting and disclosure, and there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City

Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 8. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 5th day of October, 2022.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 21st day of September 2022 and thereafter adopted at a regular meeting held on the 5th day of October 2022, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of October 2022.

City Clerk of the City of Corona, California

[SEAL]



Staff Report

File #: 22-0761

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Professional Services Agreement with Nichols Consulting Engineers, CHTD., for a Ten-year Pavement Management Program Update.

EXECUTIVE SUMMARY:

This staff report asks the City Council to consider awarding Request for Proposal 22-063CA for consultant services with Nichols Consulting Engineers, CHTD., for the Ten-year Pavement Management Program Update. The updated pavement management program will provide the City of Corona with a multi-year pavement management plan with appropriate maintenance and rehabilitation (M&R) strategies for each individual year in the ten-year plan and a budgetary analysis to determine the M&R funding needs.

RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposal 22-063CA titled "Ten Year Pavement Management Program Update" to Nichols Consulting Engineers, CHTD., for the total amount of \$189,750.
- b. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Nichols Consulting Engineers, CHTD., in the amount of \$189,750.
- c. Authorize the City Manager, or his designee, to negotiate and execute the non-substantive extensions, amendments, and change orders up to the amount authorized in Corona Municipal Code 3.08.070(I), which is equivalent to up to 10% or \$18,975.
- d. Authorize the Purchasing Manager to issue a purchase order to Nichols Consulting Engineers, CHTD., in the amount of \$189,750.

BACKGROUND & HISTORY:

The recently adopted City of Corona (City) Strategic Plan identified several goals, including providing sound infrastructure and a safe community. Providing sound infrastructure can be achieved by investing in public infrastructure, including parks, buildings, equipment, technology, and roads. The City has made several investments and improvements toward maintaining its roads in serviceable condition by developing and implementing programs such as the Pavement Management Program. The City last completed an update to its Pavement Management Program for its street network in 2018. A pavement management program is designed to provide objective information and useful data for analysis that assists in developing consistent, cost-effective, and defensible decisions related to the preservation of a pavement network.

ANALYSIS:

The update to the pavement management program will provide the City with a multi-year pavement management plan with appropriate maintenance and rehabilitation (M&R) strategies and budgetary analysis to determine the M&R funding needs. The update will begin with pavement condition inspections of the entire street network within the City. The inspections include evaluating the street conditions for any type of distress, such as alligator cracking, longitudinal/transverse cracking, potholes, etc., to obtain an updated pavement condition index (PCI). The survey will be completed using automated surveying that includes the use of a vehicle that will collect, measure, and map all roadway data. Automated data collection also provides surveying of the City's street network in comparatively less time compared to walking surveys. The inspection results are recorded into the StreetSaver software, which City staff uses to manage and oversee the network PCI.

After completing the pavement condition inspections, a budgetary analysis will be developed using an analysis period of ten years, along with a maintenance and rehabilitation plan for each year. The plan will be composed of the streets recommended for rehabilitation for each specific year, along with its recommended treatments and associated costs. The analysis will also provide the unit costs for the treatment type and costs for possible alternative treatments. Several budget scenario evaluations will be created to determine the number of streets that can be rehabilitated using the City's existing funds, and funding levels each year required to maintain the PCI at its current score of 71, or improve the PCI to a score of 71, 73, 75, 77, or 80. These options will provide the City with an overview of the funds needed to maintain a specific PCI or to improve the PCI if more funds are obtained.

The results from completing the inspections and budgetary analysis will be used to compile a list of all the streets within the City to develop a Ten-year Street Pavement Rehabilitation Program. The program will include the recommended treatment, cost, and the year a selected street should be rehabilitated. The final plan is expected to be completed by April 2023, and the results will be presented to the City Council at a future meeting. The consultant will also provide services to update the pavement condition data on the City's website once a year for five years, and provide support to City staff on using the StreetSaver Software.

On March 30, 2022, RFP 22-063CA was posted on the PlanetBids bidding website and published in the Sentinel Weekly for professional services to develop the Ten-year Pavement Management Program Update. On April 27, 2022, three proposals were received through the PlanetBids bidding

service. The three proposals were evaluated by a team of three staff members and one resident who volunteered his services. The proposals were reviewed based upon the following criteria:

Criteria	Description	Maximum Points
Completeness of Response	Responses must be complete. Responses that do not include the proposal content requirements within the 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.	Pass or Fail
Qualification of Firm	Demonstrated capability on similar/related projects; strength, stability, experience, and technical competence of the firm and sub-consultants; staff availability; assessment of client references; and experience working with public agencies.	10
Qualifications of Personnel	Qualifications, education, and experience of project staff; key personnel's level of involvement in performing related work, especially the project manager; logic of project organization, adequacy of labor commitment, and organization chart; and experience of key personnel with managing similar projects and the ability to follow the requirements of applicable federal, state county, and local agencies, to successfully complete the assigned work.	40
Work Plan/ Project Understanding and Approach	Explanation of the project, identification of key requirements and constraints, issues and challenges to consider and address; innovative approaches and ideas, specific methods and techniques to be employed by consultant that will successfully deliver this Project with the fewest resources and in the shortest duration; Overall quality and logical course(s) of action to meet goal(s); Ability to meet Project deadlines; and Demonstrated knowledge of the scope of work required, responsiveness to RFP and exceptions to or deviations from the RFP requirements, capability of performing specific tasks outlined in the RFP.	30
Value	Value provided and 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. The total fee for non-optional and optional tasks will be judged for value and used as the basis of comparison between the proposals submitted.	20

The following is a summary of the proposal scoring results:

Consultant	Location	Scoring Ranking
Nichols Consulting Engineers, CHTD.	Fountain Valley, CA	1
Applied Research Associates	Ventura, CA	2
Quantum Consulting, Inc.	Lomita, CA	3
Based on the weighted scores of the following criteria: Completeness of Response (Pass or Fail), Qualifications of Firm (10%), Qualifications of Personnel (40%), Work Plan/Project Understanding and Approach (30%), and Value (20%).		

Based on the proposal scoring analysis, it was determined that Nichols Consulting Engineers, CHTD (NCE), possesses the skills and experience necessary to successfully execute the scope of work for the project. Staff recommends awarding a contract to NCE for the Ten-year Pavement Management Program Update.

FINANCIAL IMPACT:

There is currently a Capital Improvement Project (CIP) titled Pavement Management Study, CIP No. 70690. This CIP has a total of \$377,000 in available funding. The total amount of the contract to be awarded is \$189,750. Corona Municipal Code Section 3.08.070(I) provides the City Manager approval of up to a 10% change order in the amount of \$18,975. This brings the total potential amount of this project to \$208,725. Any unused funds will be returned to the fund balance at the conclusion of the project.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Statue and Guidelines, which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with the certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action approves the contract for the Ten-year Pavement Management Program Update, and there is no possibility that this action will have a significant effect on the environment. Any future projects that may be developed as a result of this plan will go through the CEQA process individually. Therefore, no environmental analysis is needed.

PREPARED BY: ISMAEL RIVERA, ASSOCIATE ENGINEER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:

1. Exhibit 1 - Professional Services Agreement

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH NICHOLS CONSULTING ENGINEERS, CHTD.
(PAVEMENT ASSESSMENT AND MANAGEMENT SERVICES – TEN YEAR
PAVEMENT MANAGEMENT PROGRAM UPDATE)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of October, 2022 (“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 Nichols Consulting Engineers, CHTD., a Nevada corporation with its principal place of business at 17050 Bushard Street, Suite 200, Fountain Valley, California 92708 (“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 pavement assessment and management 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 Ten Year Pavement Management Program Update Project, RFP 22-063CA (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional pavement assessment and management 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 October 5, 2022 to June 30, 2027 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the

Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Lisa K. Senn, Senior Project Manager.

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

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

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

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable

for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

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

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

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

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

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

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

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive

Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

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

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

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other

documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Hundred Eighty-nine Thousand Seven Hundred Fifty Dollars (\$189,750.00)** (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant

shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically,

electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or 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:

Nichols Consulting Engineers, CHTD.
17050 Bushard Street, Suite 200
Fountain Valley, CA 92708
Attn: Margot Yapp, P.E.

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, P.E.
Public Works Director/City Engineer

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

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the

performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and

subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH NICHOLS CONSULTING ENGINEERS, CHTD.
(PAVEMENT ASSESSMENT AND MANAGEMENT SERVICES – TEN YEAR
PAVEMENT MANAGEMENT PROGRAM UPDATE)**

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

CITY OF CORONA

By: _____
Savat Khamphou, P.E.
Public Works Director/City Engineer

Reviewed By:

Barry Ghaemi
Senior Engineer

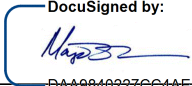
Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH NICHOLS CONSULTING ENGINEERS, CHTD.
(PAVEMENT ASSESSMENT AND MANAGEMENT SERVICES – TEN YEAR
PAVEMENT MANAGEMENT PROGRAM UPDATE)

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

NICHOLS CONSULTING ENGINEERS, CHTD.
a Nevada corporation

By: 
DAA9840227CC4AE...
Margot Yapp, P.E.
Chief Executive Officer

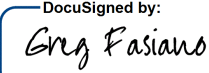
By: 
8E05GEC08BB5409...
Greg Fasiano
Secretary

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall prepare a report detailing a proposed ten-year pavement management program after performing a pavement condition survey of all the streets within the City. A kick-off meeting will be held between Consultant and the City to review background, objectives, scope of work, deliverable formats, review historical maintenance treatments completed in prior pavement management projects/plans, and obtain all relevant information from the City. The kick-off meeting will also confirm deadlines and establish a project schedule.

Consultant shall conduct pavement condition surveys of the entire street network. The street network within the StreetSaver® database is currently divided into 5 zones with approximately 388 total centerline miles. The pavement condition survey at a minimum shall include information regarding the street geometry (length, width, section area), functional class, surface type, surface condition, surface distress, number of lanes, zone, and the pavement condition index (PCI). The updated information from the pavement surveys is to be added into the StreetSaver® database. Consultant shall review the existing database in the StreetSaver® software and split or combine or add new sections as necessary. Consultant must also implement a quality control plan to oversee the large amount of data that will be collected and processed. The quality control plan must be shared with the City to ensure the City's goals are being met. Consultant shall also conduct a training session for City staff on how to use the StreetSaver® software.

After completing the pavement condition survey for the street database, Consultant shall prepare maintenance and rehabilitation strategies for the City's Street network. This will include the recommendation of appropriate street rehabilitation treatments such as slurry seal, ARAM (Asphalt-Rubber Aggregate Membrane), grind, and overlay, etc. Consultant shall also provide the unit cost for each treatment to develop potential alternatives for the recommended treatments to determine the most cost-efficient maintenance and rehabilitation plan.

Consultant shall also perform a budget needs analysis using an analysis period of ten years and develop a maintenance and rehabilitation plan for each individual year in the ten-year plan. The plan should be composed of the year, streets chosen for that specific year to be rehabilitated along with the recommended treatments and associated costs for rehabilitation of the selected streets for that year. The street selection in the pavement management plan must be distributed citywide and localized into distinct areas of closely located streets for each of the ten years. The budget needs analysis must identify the street sections that need treatment and apply the unit costs for the type of treatment and provide costs for possible alternative treatments that can be used. This will allow for multiple budget scenario evaluations to be created. Also, a budget analysis needs to be created for the following scenarios, determine the amount of streets and cost for each street that can be rehabilitated within the proposed ten-year plan utilizing the existing budget and the PCI outlook using existing funds, funding levels required each year to maintain the pavement condition index (PCI) at 71, 73, 75, 77, 80, and the PCI outlook if existing funding levels decreased. These options would provide the City with an outlook on the funds needed to maintain a set PCI or improve the PCI if more funds are obtained.

Consultant will provide a final report for the entire ten-year proposed pavement management program. This includes inventory reports for the entire pavement management program database, condition (PCI) reports, M&R history reports, budget needs reports, budget scenarios reports and multi-year budgets and potential M&R treatments up to ten years. A draft report shall be sent to the City to allow for any comments or feedback to be incorporated into the final report prior to submitting.

Consultant shall also create and prepare a formal presentation to the City Council describing and explaining the proposed ten-year plan, street maintenance funding levels, and priorities for maintaining and improving the PCI.

Progress and Estimates (50%, 90%, 100% and Final Document)

- a) Consultant to meet with the City before starting the citywide pavement survey to discuss the project schedule and plan for inspection such as the number of samples to be used per section and the distance in between collecting samples for a section.
- b) City shall review and approve the completeness and accuracy of 50% for the project report submittal. The 50% project report submittal shall list pavement condition (PCI) reports, inventory reports for the pavement management program, M&R history reports, M&R treatments and alternative treatments for each street, budget needs analysis, budget scenarios, and multi-year budgets, and also list the proposed year for rehabilitation from the ten-year pavement management plan with the proposed list of streets to be rehabilitated for that specific year, including treatments for those streets, total costs for that year and individual costs for the recommended treatments & possible street alternatives that could be used in case of an increase or decrease in budgeting. City shall return the 50% progress report submittal and cost estimate with comments pertaining to required improvements for the pavement management plan. Consultant to incorporate comments and include any necessary changes in the 90% project report submittal. City shall review and approve completeness of 90% project report submittal, prior to payment. Final report submitted as 100% shall incorporate all comments and feedback from the City. Consultant shall prepare a PowerPoint presentation for the City Council Meeting.

Meetings – Consultant shall attend meetings with City staff, residents, utility representatives, and other agencies as required. Consultant shall also attend the following:

- a) Kickoff meeting
- b) 50% Draft Report submittal with meeting
- c) 90% Draft Report submittal with meeting
- d) 100% Final Report submittal with meeting
- e) City Council meeting

Optional Task 2

Consultant shall continuously provide updates within the StreetSaver® software for five years. Updates shall occur annually and will assist the City in maintaining the StreetSaver® database.

EXHIBIT "B"
SCHEDULE OF SERVICES

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

EXHIBIT “C” COMPENSATION



City of Corona
RFP No. 22-063CA: Ten Year Pavement Management Program Update
Cost Proposal



Task Description	Hourly Breakdown by Personnel							Total Cost
	Snr. Project Mgr.	PIC / QC / QA Mgr.	Project Engr	Field Tech	Tech Adm	Marker Geospatial	StreetSaver Licensing Fee	
Task 1. Project Management, Administration, Correspondence, & Meetings	16	4	12		2			\$ 5,800
Task 2. Update Maintenance and Rehabilitation History	4	4	8	24	2			\$ 5,900
Task 3A. Pavement Condition Surveys: Walking	8		16	800				\$ 111,800
Task 4. Quality Control Plan	8	4	8	40	2			\$ 10,500
Task 5. M&R Strategies, Budget Analyses, & Draft Report (50%)	16	8	56		2			\$ 13,300
Task 6. 90% Report	10	8	16		2			\$ 6,200
Task 7. Final Report	20	14	52		4			\$ 15,000
Task 8. Training Session	14	14	0		8			\$ 7,500
Task 9. Council Presentation	6	8	16					\$ 5,400
Task 10. Update City's Website once a year for 5 years	4	4	30	50	16			\$ 14,000
Total with Walking Surveys	106	68	214	914	38	\$ -		\$ 195,400
OPTIONAL								
Task 3B. Pavement Condition Surveys: Automated	8		16	136		\$49,224		\$ 71,400
Optional Task #1 - PMP for Alleys	32	16	132	100	6			\$ 43,320
Optional Task #2 - Updates to StreetSaver Software for Five years	10	5	40		10		\$25,000	\$ 34,750
Total with Automated Surveys	106	68	214	250	38	\$ 49,224	\$ -	\$ 155,000
Total for Optional Task #1 - PMP for Alleys	32	16	132	100	6	\$ -	\$ -	\$ 43,320
Total for Optional Task #2 - Updates to StreetSaver Software for Five years	10	5	40	0	10	\$ -	\$ 25,000	\$ 34,750

Assumptions

- Task 1 - Includes 3 meetings with City staff.
- Task 2 - The M&R history will be updated in this task (M&R since 2018).
- Task 3A - Assumes 388 miles of streets to be surveyed by Manual (Walking) Survey
- Task 3B - Assumes 388 miles of streets to be surveyed by Automated Survey
- Task 4 - Includes calibration and a 5% re-inspection for QC.
- Task 5 - Includes M&R treatment strategies & 50% report.
- Task 7 - Includes 100% and Final Report.
- Task 8 - Includes 3 Council presentation.
- Task 9 - Optional task (cost estimate can be provided on request).
- Task 10 - Includes updating the City's website with PMP data once a year for 5 years.
- Option Task #1 - Includes separate PMP report for alleys within the city of Corona; Includes 40 hours of Project Engineer's time to add sections in StreetSaver database.

Submitted by: NCE

Date Revised: August 15, 2022



Staff Report

File #: 22-0769

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

First amendment to the Transportation Uniform Mitigation Fee Program Improvement and Credit/Reimbursement Agreement for the Cajalco Road and Interstate 15 Interchange Improvement Project.

EXECUTIVE SUMMARY:

This staff report asks that the City Council consider a request by the master developer of the Bedford Communities to amend an existing credit/reimbursement agreement with the City for the construction of the circulation improvements that were part of the Transportation Uniform Mitigation Fee (TUMF) Nexus Study. The developer constructed the circulation improvements for the Cajalco Road and Interstate 15 Improvement Project and was approved for TUMF credit against the 1,621 residential units entitled for the Bedford Communities. The request is to include land within the agreement that was not originally contemplated when the initial agreement was approved. The additional land being added to the agreement does not increase the number of residential units already entitled. The entitled residential units are being spread across the additional property, which is intended for future development.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the First Amendment to the Transportation Uniform Mitigation Fee Program Improvement and Credit/Reimbursement Agreement between the City and Arantine Hills Holdings L.P for the Cajalco Road and Interstate 15 Interchange Improvement Project.
- b. Authorize the City Manager, or his designee, to execute the First Amendment to the Transportation Uniform Mitigation Fee Program Improvement and Credit/Reimbursement Agreement between the City and Arantine Hills Holdings L.P for the Cajalco Road and Interstate 15 Interchange Improvement Project.

BACKGROUND & HISTORY:

The master developer of the Bedford Communities, which is located on the southwest side of the Cajalco Road and Interstate 15 interchange, was approved for 1,621 housing units, and 80,000 square feet of commercial covering 275 acres identified in the Arantine Hills Specific Plan. The project was approved by the City Council in May 2016.

The project included a Development Agreement with the City, which required the developer to pay a fair share cost of the Cajalco Road and Interstate 15 Interchange improvement based on the project's impact to the circulation system. The developer's fair share cost of the interchange improvement was 32.5 percent of the total cost. Additionally, the developer agreed to advance the funding for the remaining unfunded portion of the interchange improvement, which was 67.5 percent of the total construction cost. The unfunded portion was to eventually be funded by other development projects in the area and through the Western Riverside County Transportation Uniform Mitigation Fee (TUMF) program. The TUMF program is applied throughout western Riverside County and is a fee developers pay directly to the Western Riverside County of Governments (WRCOG). Although the City is required to apply the TUMF for new developments at the time of issuance of a building permit, the fee is not an impact fee retained by the City.

The TUMF Nexus Study shows an estimated cost of \$44,251,000 for the Cajalco Interchange improvement, which is identified as a regionally significant transportation improvement. The study also identified local zone improvements, which included improvements on Cajalco Road beyond the boundary of the intersection. The local street improvements on Cajalco Road had a maximum cost of \$3,355,000. This is in addition to the \$44,251,000 obligation mentioned above.

Since the developer was responsible for constructing this regional transportation improvement, the developer was eligible for a TUMF credit and reimbursement that would be applied toward the project. The City and the developer entered into an Improvement and Credit/Reimbursement Agreement for the TUMF program on June 20, 2018. The credit/reimbursement agreement allows the City to issue the developer TUMF credit against the project for each building permit issued within the project. The developer's funding of the construction cost for the Cajalco Interchange improvement and street improvements on Cajalco Road resulted in a TUMF credit of \$47,606,000.

Since the initial approval of the agreement, the developer disposed of approximately 35 acres, which includes 10 acres where the 80,000 square feet of commercial/retail uses was planned. The commercial center is under construction by a developer that is separate from the master developer.

The master developer acquired 32 acres of adjacent property and annexed the property to the Arantine Hills Specific Plan in 2018. The 32 acres added to the overall project boundary of the Arantine Hills Specific Plan did not increase the number of residential units already entitled for the project, which was 1,621 residential units. The project's overall residential units were simply spread across the 32 acres added to the project boundary.

ANALYSIS:

The developer did not amend the Improvement and Credit/Reimbursement Agreement for the TUMF

program at the time of annexation of the adjacent 32 acres to the Arantine Hills Specific Plan. The specific plan allocated 125 residential units across this property from the 1,621 residential units already entitled. Therefore, TUMF credit should be applied to these residential units, which would occur at the time of issuance of the building permit.

The amendment to the agreement does not change the TUMF reimbursement amount already being applied to the development.

FINANCIAL IMPACT:

The proposed request will have no financial impact on the City. TUMF is a regional impact fee and not a local development impact fee retained by the City.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is an amendment to an existing agreement for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - First Amendment to the Improvement and Credit/Reimbursement Agreement TUMF Program

**AMENDMENT NO. 1 TO
IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

CAJALCO / INTERSTATE 15 INTERCHANGE PROJECT

This Amendment No. 1 to the Improvement and Credit / Reimbursement Agreement (“Amendment No. 1”) is made and entered into this 5th day of October 2022 by and between the City of Corona, a California municipal corporation (“Agency”) and Arantine Hills Holdings LP, a Delaware limited partnership (“Developer”). Agency and Developer are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 1.

RECITALS

WHEREAS, Agency and Developer entered into that certain Improvement and Credit / Reimbursement Agreement dated June 20, 2018 (“Agreement”). The Agreement provides, among other things, a means by which the Developer’s costs associated with the construction of the TUMF Improvements (as defined in the Agreement) are to be offset against Developer’s obligation to pay the applicable Transportation Uniform Mitigation Fee (“TUMF”) for the Project, defined in the Agreement to include the construction of up to 1,621 residential units and up to 80,000 square feet of commercial/retail uses.

WHEREAS, at the time the Agreement was entered into, the Property upon which the Project was to be constructed consisted of approximately 275 acres of real property as described in Exhibit “A” of the Agreement. Subsequently, Developer disposed of approximately 35 acres of the Property (“Disposed Property”), approximately 10 acres of which is the real property upon which the up to 80,000 square feet of commercial/retail uses has been or is to be constructed. Additionally, Developer acquired certain real property immediately adjacent to the Property consisting of approximately 32 acres (“Additional Property”).

WHEREAS, Agency and Developer desire to amend the Agreement for the first time to: (i) update the legal description of the Property to exclude the Disposed Property and to include the Additional Property; and (ii) revise the definition of the Project for purposes of the Agreement to exclude the commercial/retail uses.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Agency and Developer hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Property Definition and Exhibit. Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto and incorporated herein by reference. The term “Property” as used in the Agreement is hereby amended to mean the approximately 272 acres of real property located within the City of Corona, California, which is more specifically described in the legal description set forth in Exhibit A-1.

3. Project Definition. The term “Project” as used in the Agreement is hereby amended to mean the development of up to 1,621 residential units along with open space/recreational uses and public infrastructure.

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

5. Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING 2 PAGES]

AGENCY'S SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO
IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
(CAJALCO / INTERSTATE 15 INTERCHANGE PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Improvement and Credit / Reimbursement Agreement.

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:: _____
Sylvia Edwards
City Clerk

DEVELOPER'S SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO
IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
(CAJALCO / INTERSTATE 15 INTERCHANGE PROJECT)

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Improvement and Credit / Reimbursement Agreement.

ARANTINE HILLS HOLDINGS L.P.,
a Delaware limited partnership

By: PV Development Management LLC
a Delaware limited liability company
as property manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company
Its: Manager

By: _____
Jason Perrin
President

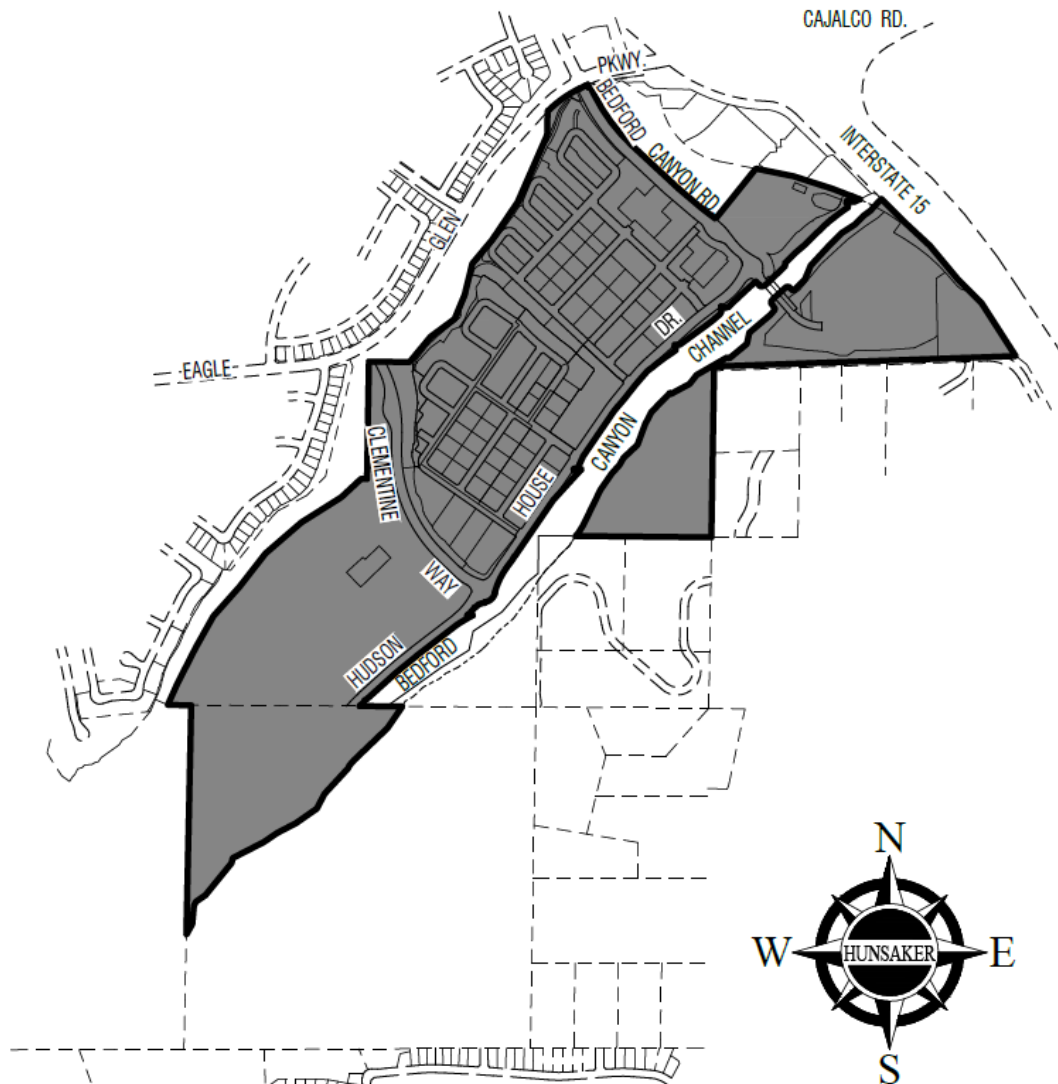
EXHIBIT “A-1”
LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

Real property in the City of Corona, County of Riverside, State of California, more particularly described as follows:

Being all of Tract No. 36294, as per map filed in Book 458, Pages 23 through 38, inclusive, of Maps, in the office of the County Recorder of said County, all of Tract No. 37030, as per map filed in Book 458, Pages 100 through 117, inclusive, of Maps, in the office of the County Recorder of said County, all of Tract No. 37644, as per map filed in Book 472, Pages 41 through 54, inclusive, of Maps, in the office of the County Recorder of said County, Parcel 1 of Parcel Map No. 37036, as per map filed in Book 250, Pages 41 through 44, inclusive, of Parcel Maps, in the office of the County Recorder of said County, Lot “D” of Parcel Map No. 37788, as per map filed in Book 250, Pages 85 through 94, inclusive, of Parcel Maps, in the office of the County Recorder of said County, and Parcels “A” through “C”, inclusive, of Lot Line Adjustment No. 18-001, recorded April 10, 2018 as Instrument No. 2018-0137411 of Official Records, in the office of the County Recorder of said County.

EXCEPTING THEREFROM all of the land lying within that certain Grant Deed to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, recorded April 15, 2021 as Instrument No. 2021-0236954 of Official Records and all of Lot 8 of Tract No. 36294, as per map filed in Book 458, Pages 23 through 38, inclusive, of Maps, in the office of the County Recorder of said County.

EXHIBIT "B"




9/21/2022

DATE

Robert N. Beuschlein

ROBERT N. BEUSCHLEIN
PLS 7874

VICINITY MAP

BEDFORD			
PREPARED BY R.Beuschlein	CHECKED BY	DATE 9/21/2022	SHEET 1 OF 1
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 2749-18
			SCALE: No Scale



Staff Report

File #: 22-0786

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:
Automated License Plate Reader Community Partner Camera Funding Agreement.

EXECUTIVE SUMMARY:

This staff report asks the Council to approve the Automated License Plate Reader Community Partner Camera Funding Agreement, which is a program designed to expand the use of fixed license plate reader cameras within the City through a partnership between the Corona Police Department and organizations within the community. For this program, community organizations refer to individuals or groups within the City's residential, commercial, and industrial areas. Camera purchases may be funded by either individual businesses and residents or by larger groups or associations.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Automated License Plate Reader Community Partner Camera Funding Agreement.
- b. Authorize the City Manager, or his designee, to enter into Automated License Plate Reader Community Partner Camera Funding Agreements with community organizations to purchase automated license plate reader cameras.
- c. Authorize the City Attorney to make any minor, non-substantive modifications to the Automated License Plate Reader Community Partner Camera Funding Agreement.
- d. Authorize and establish ownership of revenue received from the Community Partner Funding Agreement as funding designated for camera purchases and related contract costs.

BACKGROUND & HISTORY:

In October 2020, the City issued a Request for Proposal to provide a fixed Automated License Plate Reader (ALPR) program. Flock Safety was chosen as the vendor, and 28 fixed automated license plate reader cameras were mounted within the City of Corona. The fixed ALPR system can quickly

identify vehicles wanted for crimes or reported as stolen. However, approval from the City of Corona must be obtained before privately owned ALPR cameras are utilized if installing such cameras creates an encroachment on City property. When this occurs, the public is required to obtain the appropriate permitting. Based on community interest, the Police Department is implementing a program where a community organization provides funding to the Police Department to purchase camera system(s).

As part of receiving permission from the City for the installation of cameras, an agreement will be entered into with the City. This agreement requires the community organization to pay for the desired number of cameras before installation. The City Attorney prepared a draft agreement in August 2022 for this purpose. The agreement indicates the number of cameras to be purchased and establishes the agreement's length. The community organization may identify the desired location for the camera(s); however, the City will have the final determination on the installation site. The community organization must also provide advanced notice of agreement termination. In the event of such cancellation, the Police Department may relocate the cameras to other areas based on community needs.

ANALYSIS:

The use of cameras by the City has added significant value in enhancing safety within the community. Numerous high-profile investigations have resulted in arrests based on investigative leads generated by cameras. Due to the program's positive impact, the Police Department's budget was increased from \$77,000 to \$150,000 for Fiscal Year 2023 to purchase and maintain additional cameras. By partnering with community organizations, the City will have the ability to expand the number of cameras without impacting the operational budget. Furthermore, the City uses a data-driven approach to placing cameras in areas with increased crime rates or based on other strategic factors. The Community Partner Camera Program benefits local organizations that would otherwise not have cameras installed in their area.

In keeping with Corona Police Department Policy 461.8, the Police Department may only share camera-generated data subject to the ALPR Community Partner Camera Program agreement with other law enforcement or prosecutorial agencies. This information shall not be released to any community organizations subject to a camera agreement facilitated by the Corona Police Department.

Revenue generated from the program will be designated for camera purchases and related contractual costs. Resolution 2022-040 (FY 2022 budget resolution), Section 7 states, "The City Council of the City of Corona may, by the affirming vote of three members, as so directed by minute action, designate committed fund balance from a department specific revenue stream in the General Fund. At the request of the Department Director (or his/her designee) and with the concurrence of the Finance Director (or his/her designee) an appropriation of budget may occur upon receipt of funds, not to exceed \$50,000 per project. An appropriation exceeding \$50,000 shall be made by the City Council of the City of Corona, by the affirming vote of three members, as so directed by minute action."

FINANCIAL IMPACT:

As designed, this program does not financially impact the City or the Police Department. The current

price for a Flock Falcon (fixed) camera is \$2,500 per year based on a mandatory two-year contract. Community organizations agreeing to purchase cameras will be required to pay the entire amount before having the cameras installed. Revenue received from the agreement(s) will be designated to cover the camera purchase and associated costs. Upon completion or termination of the agreement, the City may return the cameras to the vendor. However, should the City choose to retain the camera(s) based on the needs of the community, the City will utilize existing funding to cover the camera(s) costs or move the camera(s) if there is time remaining on the contract. Moving a camera to another location costs \$750. This program provides sufficient time to plan for increased costs if a community organization desires to terminate the agreement. If cameras are retained, the City will ask that the additional costs be incorporated into the annual budget. The camera(s) will be returned to the vendor if the additional costs are not approved.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action of expansion of the current Automated License Plate Reader program is minimal, and there is no possibility that this will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JASON MORRIS, LIEUTENANT

REVIEWED BY: ROBERT NEWMAN, CHIEF OF POLICE

Attachments:

1. Exhibit 1 - Automated License Plate Reader Community Partner Camera Funding Agreement



**CITY OF CORONA
POLICE DEPARTMENT**

**AUTOMATED LICENSE PLATE READER (ALPR)
COMMUNITY PARTNER
CAMERA FUNDING AGREEMENT**

Read this first before proceeding. This ALPR Community Partner Camera Funding Agreement (“Agreement”) is made and entered into voluntarily by the Community Partner, knowing that this Agreement gives the Community Partner no ownership or other interest in the ALPR Cameras or data or other records produced by or related to the ALPR Camera.

		DATE
COMMUNITY PARTNER NAME		
COMMUNITY PARTNER REPRESENTATIVE		TITLE
ADDRESS OF COMMUNITY PARTNER		
PHONE OF COMMUNITY PARTNER	EMAIL OF COMMUNITY PARTNER	
ALPR CAMERA(S)		
NUMBER	UNIT PRICE	TOTAL FUNDING AMOUNT
REQUESTED LOCATION OF CAMERA(S)		
GENERAL DESCRIPTION OF LOCATION (NO GUARANTEE):		
AGREEMENT		
BY EXECUTING BELOW, THE COMMUNITY PARTNER HAS VOLUNTARILY REQUESTED AND AGREES TO FUND THE ALPR CAMERAS NOTED ABOVE UNDER THE FOLLOWING TERMS AND CONDITIONS:		

**CITY OF CORONA - POLICE DEPARTMENT
AUTOMATED LICENSE PLATE READER (ALPR)
COMMUNITY PARTNER CAMERA FUNDING AGREEMENT**

TERMS

1. Payment. Upon its execution of this Agreement, Community Partner shall pay to the City the Total Funding Amount noted above.
2. Applicable Law; Policy 461; No Special Access. All ALPR cameras purchased pursuant to this Agreement will be operated in accordance with all applicable laws, rules and regulations, including, but not limited to, Corona Police Department Policy 461 (Automated License Plate Readers). This means, for instance, that this Agreement provides Community Partner with absolutely no access to the data or other records produced by or related to the ALPR Cameras that is not expressly allowed under applicable laws, rules, and regulations.
3. City Property. All ALPR cameras shall be the sole and exclusive property of the City.
4. Camera Placement – City Discretion. Placement of any ALPR camera purchased pursuant to this Agreement shall be within the sole and absolute discretion of the Police Department based upon its determination of a legitimate law enforcement purpose. While the Police Department may solicit the Community Partner’s input as to its requested location(s), the ultimate decision is vested solely with the Police Department.
5. Placement Duration; Termination. The City will endeavor to keep any ALPR camera(s) funded pursuant to this Agreement in service at the location first selected by the Police Department for two (2) years, but the City reserves to right to move any camera at any time. Moreover, the operation of the Program is subject to the ongoing needs of the City and, as such, the City may suspend or terminate the Program or the deployment of one or more ALPR cameras at any time, for any reason, and for any length of time. A written notice of termination or movement will be provided prior to moving any camera subject to this Agreement or the suspension or termination of the Program.
6. No Guarantee. There is no guarantee or warranty of any kind whatsoever that participation in the Program or the placement of any ALPR camera will result in the reduction or elimination of criminal activity of any kind or the identification of any potential or actual perpetrators.
7. Acknowledgment, Waiver & Release. As consideration for participation in the Program, Community Partner, on behalf of itself and the Community Partner Releasers, hereby voluntarily and knowingly releases, waives, discharges, and covenants not to sue the City Releasees from and for any and all liability for any loss or damage to Community Partner’s real or personal property, or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Community Partner, based upon the existence or non-existence of this Agreement.

**CITY OF CORONA - POLICE DEPARTMENT
AUTOMATED LICENSE PLATE READER (ALPR)
COMMUNITY PARTNER CAMERA FUNDING AGREEMENT**

8. Complete Agreement; survival. Community Partner, on behalf of itself and the Community Partner releasors, hereby acknowledges that this Agreement is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by applicable laws, rules, and regulations and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. All provisions of this Agreement shall survive suspension, expiration, or termination of the Program and/or this Agreement.

9. Definitions. The term “City” shall mean the City of Corona and its related entities (for whom the City Council serves as a legislative body). The term “Police Department” shall mean the City of Corona Police Department. The term “City Releasees” shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors, and assigns, including, but not limited to, those of the Police Department. The term “Community Partner Releasors” shall mean the Community Partner and its or their personal representatives, heirs, next-of-kin, guests, invitees, family members, officials, officers, employees, subcontractors, consultants, affiliates, parent corporations or other business entities, subsidiaries, agents, successors, and assigns. The term “Program” shall mean the City of Corona Police Department Automated License Plate Reader Program.

10. Execution Authority. The person executing this Agreement on behalf of the Community Partner represents that they have the power to execute this Agreement on behalf of the Community Partner and to bind the Community Partner to the terms and conditions of the Agreement.

EXECUTION	
COMMUNITY PARTNER SIGNATURE	
SIGNATURE	DATE
NAME (PRINTED)	TITLE
CITY SIGNATURE (CHIEF OF POLICE OR DESIGNEE)	
SIGNATURE	DATE
NAME (PRINTED)	TITLE



Staff Report

File #: 22-0782

**REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Utilities Department

SUBJECT:
Maintenance/General Services Agreement for Closed Circuit Television Sewer System Video Inspection Services with Houston and Harris PCS, Inc.

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve an Agreement for Sewer System Video Inspection Services in an amount not to exceed \$250,000. The City of Corona Utilities Department owns, maintains, and operates approximately 460 miles of sewer mains and three water reclamation treatment facilities. Closed Circuit Television inspections of sewer mains will aid in providing uninterrupted treatment services, protecting public health and the environment, and complying with all federal, state, and local regulatory requirements and permits.

RECOMMENDED ACTION:

That the:

- a. City Council award Notice Inviting Bids 22-058RH for Closed Circuit Television Sewer System Video Inspection Services to Houston & Harris PCS, Inc., the lowest responsive, responsible bidder, for the total not to exceed bid amount of \$250,000 and waive any and all minor irregularities in the bidding document as submitted by said bidder.
- b. City Council authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement with Houston & Harris PCS, Inc. in the amount of \$250,000 per fiscal year and authorize the extension of the agreement with two (2) additional two (2) option year renewal periods.
- c. City Council authorize the City Manager, or his designee, to negotiate and execute non-

substantive extensions, change orders and amendments up to 10% of total contract cost or \$25,000 as authorized by Corona Municipal Code [Section 3.08.060\(J\)](#).

- d. City Council authorize the Purchasing Manager to issue a purchase order to Houston & Harris PCS, Inc. in the amount of \$250,000.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

BACKGROUND & HISTORY:

Unpermitted discharge of wastewater from a sewer system to the waters of the United States is illegal under the Federal Clean Water Act. The City of Corona’s sewer system is regulated under the State Water Resources Control Board’s Waste Discharge Requirements (WDR) for Sanitary Sewer Systems. Sanitary sewer systems experience periodic failures resulting in sanitary sewer overflows (SSO’s) that may affect the State’s waters. The WDR requires enrollees to take a proactive approach to ensure system-wide operation, maintenance, and an approved management plan is in place to reduce the number and frequency of SSO’s within the state.

In compliance with the WDR, the City Council adopted Resolution No. 2017-010, approving a Sewer System Management Plan (SSMP) developed by the Utilities Department. The Utilities Department takes an aggressive and proactive approach to sewer cleaning maintenance to reduce SSOs in the system and at wastewater treatment facilities. Sewer cleaning maintenance is followed by the Closed Circuit Television (CCTV) video, which assists in determining the effectiveness of the cleaning service and will help in the evaluation of the condition of the sewer infrastructure. Performing CCTV video inspections is a proactive approach to provide preventative maintenance of the sewer system and minimize disruption of overall sewer service to customers.

ANALYSIS:

Notice Inviting Bids (NIB) 22-058RH was advertised in the Sentinel Weekly pursuant to Corona Municipal Code (CMC) [Section 3.08.110](#) on May 4, 2022. The City received four (4) responsive and responsible bids by the submission date of June 8, 2022.

The scope of work consists of furnishing all materials, transportation, labor, equipment, and any and all services and materials necessary to facilitate and complete the comprehensive scope of work, including emergency response as needed. The contractor will perform work on a per linear foot price basis as described in the bid documents. All work will be performed in the City right-of-way or within Utilities Department easements.

Video inspection will occur during the City’s regular business hours. The contractor will record all work in a daily log of cleaning operations. A monthly report will be prepared from the daily log and submitted to the City Representative.

The bid schedule consisted of pricing per linear foot for four (4) size ranges of sewer pipes ranging from 6 inches to 42 inches, plus one (1) hour of emergency services. Each contractor provided a firm fixed bid price to furnish all supervision, labor, materials, supplies, equipment, tools, transportation,

services, traffic control and any other incidental or additional costs necessary to discharge all duties and obligations required to perform and complete the project. The contractor's compensation will be based on actual quantities of work completed.

Vendor	City	Bid Amount (per linear foot)
Houston & Harris PCS, Inc.	Grand Terrace, CA	\$272.08
Pipe Tec, Inc.	Baldwin Park, CA	\$287.95
National Plant Services	Long Beach, CA	\$332.25
Pro-Pipe Inc.	Irvine, CA	\$470.20

The frequency of videoing the sewer system is determined by the Utilities Department Infrastructure Sewer Division's maintenance schedule. The award of the bid was based on a summation of all tasks listed in the bid schedule.

Staff recommends that the City Council award the bid and agreement in the amount of \$250,000 to Houston & Harris PCS, Inc., as the lowest responsive, responsible bidder for the CCTV Sewer Video Inspection Services Citywide. All licenses and references for Houston & Harris PCS, Inc. have been reviewed and verified by City staff.

FINANCIAL IMPACT:

Funding for the recommended action is included in the Fiscal Year 2023 Utilities Department Operating Budget within the Sewer Utility Fund 572. Funding for future fiscal years' service will be recommended through the annual budget process.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, and is therefore exempt from CEQA. This action involves video inspections of sewer lines. Therefore, no environmental analysis is required.

PREPARED BY: AFTAB HUSSAIN, MAINTENANCE MANAGER

REVIEWED BY: TOM MOODY, DIRECTOR OF UTILITIES

Attachments:

1. Exhibit 1 - NIB 22-058RH
2. Exhibit 2 - Bid Summary
3. Exhibit 3 - Maintenance/General Services Agreement

May 4, 2022

SUBJECT: NOTICE INVITING BIDS (NIB) NO. 22-058RH

The City of Corona, Utilities Department (City) invites qualified bids for:

CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES

Parties interested in obtaining a copy of this NIB No. 22-058RH may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this NIB No. 22-058RH and supporting documents at no cost and receive addenda and other notifications when issued.

Closing: Bids shall be submitted electronically before 10:00 A.M., June 8 ,2022 through the PlanetBids Vendor Portal. It is Bidder’s responsibility to allow sufficient time to complete and upload its bid, including all documentation required by this NIB, prior to the stated deadline. Electronic submission cannot be completed unless Bidder properly uploads all required documents.

The City will only consider electronic bids that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the bid was successfully transmitted. **Transmission of bids by any other means will not be accepted.** Bidders are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet service. Failure of Bidder to successfully transmit an electronic bid shall be at Bidder’s sole risk and no relief will not be given for late or improperly submitted bids.

Bidders experiencing technical difficulties with the bid transmission process should contact PlanetBids Support at (818) 992-1771. Bidders that continue to experience difficulty with the PlanetBids system should contact the City of Corona Purchasing Division at (951) 736-2274. Neither the City nor PlanetBids make any guarantees or assurances as to the timely availability of assistance or resolution of any given issue prior to the bid submission date and time.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor’s license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: A - General Engineering

The work is subject to the payment of not less than prevailing wages pursuant to 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”). The Director of the Department of Industrial Relations (“DIR”) has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request

from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this contract unless registered with the DIR pursuant to Labor Code section 1725. 5. Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725. 5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

The successful bidder and all subcontractor(s) under him, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, the payment of overtime, and the debarment of contractors and subcontractors. The successful bidder and all subcontractor(s) under him shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

The City estimates that a contract in the amount of \$200,000.00 will be provided to the awarded contractor.

Award of Contract: The City shall award the Contract to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

Issuance of this NIB and/or receipt of bids does not commit City to award a contract.

Signed,

J. Richard Hogate (Rich)
Purchasing Specialist Contractor for
City of Corona | Purchasing Division | Finance Department
400 S. Vicentia Ave. , Suite 320 | Corona, CA 92882
Phone: 714 620-5404 | Email: Richard.Hogate@CoronaCA.gov
Website: www.corona.ca.gov



May 4, 2022

SUBJECT: NOTICE INVITING BIDS (NIB) No. 22-058RH

SECTION I

INVITATION

The City of Corona, Utilities Department (City) invites qualified bids for:

CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES

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

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

- 1. Issue NIB on City’s Planet Bids Portal (PBP) May 4, 2022
- 2. Publish Legal Ad in Sentinel Weekly May 4, 2022
- 3. Vendor’s Questions/Clarifications Due on PBP 11:00 A.M., May 18,2022
- 4. Responses from City Due on PBP May 25, 2022
- 5. Bids Due (Date & Time) on PBP 10:00 A.M., June 8,2022
- 6. Department Bid Evaluation Completed June 15, 2022
- 7. Tentative Contractor Selection June 16, 2022
- 8. City Council Action & Contract Award July 6, 2022
- 9. Notice to Proceed July 7, 2022]

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

Not Applicable

B. Examination of Bid Documents

Bidder shall read this entire NIB package and submit all requested information and forms with their bid. By submitting a bid, Bidders represent they have thoroughly examined and become familiar with the work required under this NIB, have reviewed the project location, specifications and understand the project objectives and are capable of performing quality work to achieve the City's objectives.

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' sole risk and Bidder cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this NIB 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 Bid Due Date and Time. Bidders shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this NIB.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this NIB 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 bidders to ensure they have received all addenda prior to submitting a bid. To this end, each bidder should contact the City's Purchasing Division prior to the bid proposal due date to verify receipt of all Addenda issued. Bidders shall acknowledge receipt of all Addenda when submitting their electronic bids.

D. Clarifications

1. Examination of Documents

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

2. Submitting Requests

Bidders 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. Bidder questions must be submitted before **11:00 A.M., May 18, 2022**. 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 C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB 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 bid due date and time, the bid due date will be extended.

E. Bid Submission

1. Date and Time

All bids must be submitted before **10:00 A.M., June 8, 2022**.

2. Electronic Submission

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow bids to be submitted after the due date and time. It is the Bidder's responsibility to allow sufficient time to complete and submit their bid, including all documentation required by this NIB, prior to the stated deadline. **Electronic submission cannot be completed unless Bidder properly uploads all required documents. Only electronic bids will be accepted; hard copy bids will be rejected as nonresponsive and returned unopened without exception.**

3. Bid Submittal Check List

Bidder must upload the following documents and forms to the electronic bidding system:

- a. Bid/Price Form
- b. Non-Collusion Declaration
- c. Acknowledgment of Terms and Conditions of the City's Maintenance/General Services Agreement
- d. Acknowledgment of Insurance Requirements Check Sheet
- e. Insurance Requirements Check List
- f. Statement of Past Contract Disqualifications

- g. Industrial Safety Record
- h. Acknowledgment of Vendor Performance Evaluation Form
- i. Information Required of Bidders Form
- j. Designation of Subcontractors Form
- k. Experience Statement
- l. Contractor's Certificate Regarding Workers' Compensation
- m. Local Bidder Preference Program Statement (if applicable)

4. **Acceptance of Bids**

The City may, in its sole discretion:

- a. Accept or reject any or all bids and to waive any informality or irregularity in any bid or the bidding process;
- b. Withdraw this NIB at any time without prior notice, and the City makes no representations that any contract will be awarded to any bidder responding to this NIB; or
- c. Elect to postpone the bid opening for its own convenience.

F. Bid Withdrawal

Electronic bids may be withdrawn by Bidder prior to the date and time set forth in Section E. 1 above. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw its bid.

G. Pre-Contractual Expenses

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

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

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

H. Contract Award

Issuance of this NIB and receipt of bids does not commit the City to award a contract. After all bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the Contract.

The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements; (2) the Performance Bond; and (3) the Payment (Labor and Materials) Bond when required by law or this bid package. Once the City notifies the Bidder of the award, the Bidder will have 10 consecutive calendar days from the date of this notification to execute the agreement and supply the City with all of the required documents and certifications. Regardless of whether or not the Bidder supplies the required documents and certifications in a timely manner, the contract time may begin to run 10 calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

I. Contract Term

The contract term shall be effective on or about July 2022 through June 30, 2024 with two (2) additional two (2) option year renewal periods, on an as-needed basis, with no guaranteed usage for CCTV Sewer System Video Inspection Services. Bid prices shall remain effective and in force for the entire two (2) fiscal year contract terms. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026

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

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) fiscal year periods. 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.

J. Acceptance of Order

The successful bidder will be required to accept a Purchase Order and execute a written Agreement if a Form of Agreement is included in this NIB (see Section VI, Form of Agreement) in accordance with and including as a part thereof this NIB, including all requirements, conditions, and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. The successful bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement.

K. City of Corona Business License

The successful contractor and any subcontractors 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 bid. 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>.

L. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

M. Insurance Requirements

Within ten (10) consecutive calendar days after the notice of award, the successful bidder to whom a contract is awarded shall furnish the City, through its third-party insurance partner, Exigis, with certificates of insurance and endorsements evidencing coverage as specified in Section VI, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, 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.

Bidders are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to Section VI. Form of Agreement, subsection 3.2.10 Insurance, et seq prior to bid submission to ensure the minimum coverage limits, endorsements and other requirements can be met.

Bidders shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section IV. and return with their bid. Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answers period.

N. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

O. Primary Bidder

No person, organization, or corporation is allowed to make, submit, or be interested in more than one bid unless in a sub-contractual relationship with respect to the bid. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a bid to the City as a primary Bidder.

P. Prevailing Wage

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

Q. SB854 Notice Requirements

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5.

The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in Bidder's bid being rejected as non-responsive. It is each contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

R. Apprenticeable Crafts:

If the work is being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws, Bidder 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 Bidder employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Bidder.

Within 10 days of award or no later than receipt of the Notice to Proceed, Bidder shall submit a copy of the completed Division of Apprenticeship Standards Public Works Contract Award – DAS 140 form to the City. Bidder shall submit copies of completed Division of Apprenticeship Standards Requests for Dispatch of an Apprentice – DAS 142 forms with the progress payment request immediately following submission to the appropriate Apprenticeship Committee in the craft or trade of the public work.

S. Payment (Labor, Materials and Performance Bonds Requirements)

Within ten (10) consecutive calendar days after the notice of award, the bidder to whom a contract is awarded shall deliver to the City a Payment (Labor and Materials) Bond and a Performance Bond in the form supplied by the City and included in the NIB documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond and the Performance Bond shall be for one hundred percent (100%) of the Total Contract Amount. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the right at any time to demand an original bond with an embossed corporate seal, and contractor shall supply such bond within seven (7) calendar days of any such request.

T. Safety Requirements/Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a bid as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

U. Local Bidder Preference Program

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

V. Vendor Performance

It is the intent of the City to create a long-term working partnership with the supplier. The City's representative will complete a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form is included in Section IV and will be the basis for periodic assessments by the City to establish contract performance metrics.

W. Public Records

Responses (bids) to this NIB 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 bid which Bidder 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 Bidder. The City will use its best efforts to inform Bidder 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 Bidder 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 Bidder's bid marked "Confidential", "Proprietary", or "Trade Secret", Bidder 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, Bidders are instructed to upload separate files for all "Confidential," "Proprietary," or "Trade Secret" data when submitting their bid documents. The file names shall include the words "Confidential", "Proprietary" or "Trade Secret". Because bid documents are available for review by any person after award of a contract resulting from a NIB, 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.

X. Special Provisions for Services

1. Accessibility. Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor 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 contractor 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. Contractor 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 Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
4. Clean-up. During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
5. Compliance With OSHA. Contractor agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Contractor will indemnify and hold the City harmless for any failure to so conform.
6. Contract Incorporation. This contract embodies the entire contract between the City and the successful Bidder. 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 NIB, all addenda, Bidder's bid, supplemental agreements, change orders, labor and materials bond, payment and performance bond, and any and all written agreements which alter, amend or extend the contract.
7. Cooperation Between Contractors. The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.
8. Coordination With Agencies. Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

9. Damage. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through Contractor's or his employees' negligence while working on City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
10. Examination of Specifications and Site. Contractor is expected to carefully examine the site of the proposed work and all NIB specifications, drawings, documents, and forms. Contractor shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the technical specifications.
11. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
12. Measurements. It is the responsibility of the Contractor to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.
13. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
14. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
15. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

16. Subcontractors.

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. City reserves the right to approve all subcontractors. City's approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

17. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract, Contractor immediately bring it to the attention of the City.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, inlet/outlet piping, overflow/bypass structures, fencing, access roads, utilities and other adjoining property and structures, etc., and avoid damage thereto. Contractor shall immediately replace or repair any damage caused by the Work operations.

Contractor shall take care to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.

SECTION III.

SCOPE OF WORK

The City of Corona Utilities Department owns, maintains, and operates approximately 460 miles of wastewater mains and three treatment facilities. The Closed Circuit Television Inspection (CCTV) video inspections will aid in providing uninterrupted water reclamation treatment services, protect public health, the environment, meet all federal, state, and local regulatory requirements and permits.

The inspections are required to, assess the condition, aid in maintenance and planning for future upgrades and/or maintenance of the sewer infrastructure and sewer lift stations. The target lineal footage per year is approximately 480,000 and the entire sewage system but be inspected within five (5) years.

Contractor shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to facilitate complete the comprehensive scope of work. All work shall be performed on the City right of ways or within City easements.

A. General Requirements

1. The Contractor will be used to supplement the City's existing resources of condition assessment of the sewer collection system.
2. The Contractor shall perform CCTV inspection of the entire sewer system and facilities located within City easements on private property. The City shall provide maps of the entire sewer collection system.
3. The Contractor shall have the ability to respond to emergency inspection requests within 2 hours of notification.
4. The Contractor should take notice that inspection shall not result in the interruption of sewage service to any customer in the City. Sewage must be controlled within the pipeline at all times.
5. The Contractor shall seal all manholes that were encountered sealed for the control of odors or entry of extraneous water.
6. The Contractor shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors or diversion gates within the manhole structures.
7. Video will include a video narration identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage and observations concerning the condition of the pipe joints. Records of daily work, inspection logs and the video records shall be prepared and forwarded to the City on a

weekly basis. The videos shall be submitted on USB Flash Drive and will become the property of the City.

8. No trees, plants, shrubs or ornamental vegetation shall be removed without the written consent of the City of Corona.
9. The Contractor shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the Contractor shall demonstrate knowledge of current safety requirement for confined space entry. All crew members shall have confined space training certifications.
10. Work shall progress in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. Work shall be performed following sewer cleaning activities. The City will provide a schedule.
11. The Contractor shall be in full charge and be responsible for the job site, the scope of work of this contract and subject to the directions of the City and/or construction superintendent.
12. The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills.
13. The Contractor shall be fully responsible for preventing sewage spillage, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spillage, and any violation of any law, ordinance, code, order, or regulation as result of the spillage.
14. The Contractor shall develop and submit to the City's Representative, within fifteen (15) calendar days of Notice to Proceed (NTP) for review and approval a written Spill Response Plan, prior to doing any work specified in this contract. The Spill Response Plan shall be developed to respond to any sewage spill related to the work being performed by this contract. This includes but is not limited to: a) arranging for an emergency response unit, comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of a sewage spill(s); and b) developing and including an emergency notification procedure which includes an emergency response roster with telephone numbers and arrangements for back-up personnel and equipment and an emergency notification roster of the designated City Representatives.

The Contractor shall designate a primary and secondary representative and include their respective phone numbers and cellular phone numbers. The Contractor's representatives shall be accessible and available at all times to respond immediately to any related emergency. The emergency contact information shall be submitted to the City's Representative with in fifteen (15) days of Notice to Proceed (NTP). The list shall be maintained and submitted to the City's Representative when changes occur.

15. The Contractor, in case of sewage spillage shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan. The Contractor shall immediately notify the City Representatives of the spill and all action taken. The Contractor shall, within three working days from the occurrence of the spill, submit to the construction superintendent a written confirmation describing the following information related to the spill: The location on Thomas map guide; the nature and volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken and the date and time of implementation; the corrective and/or preventative actions taken; and the water body impacted and results of any necessary monitoring. Requests for additional compensation for the handling of the spill shall be submitted to the City's Representative as a claim. The Contractor shall assure the validity, accuracy, and correctness of the claim under penalty of perjury. The City and/or construction superintendent may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order or regulation. If it is determined by the City that the spill was caused by the negligence of the Contractor, the Contractor shall be responsible for all costs incurred for the corrective actions.
16. The Contractor shall obtain and maintain insurance coverage for Pollution Liability in the amount of \$1,000,000 in addition to the insurance requirements specified in the Form of Agreement in Section VI of this NIB.
17. All CCTV operators shall be National Association of Sewer Services Companies (NASSCO) certified by passing the three day Pipeline Assessment and Certification Program (PACP). The methodology of evaluation, data collection, and reporting criteria used for the NASSCO certification shall be followed for all CCTV inspections.

B. SEWER CONDITION ASSESSMENT (CCTV)

1. **CCTV Inspection-** The Contractor shall perform CCTV inspection of sewer lines as requested by the Infrastructure & Construction Division of the City of Corona Utilities Department. In the event CCTV inspection cannot be performed by the Contractor due to major debris accumulation and/or blockage, the Contractor shall notify Utilities Department Infrastructure.
2. **Response Requirement-** The Contractor shall respond within 24 hours to a special request for CCTV inspection. The Contractor shall have full time personnel experienced in CCTV/Video review. The Contractor must be able to respond to the job site within 24 hours of notification in emergency cases.
3. **CCTV Inspection-** A video recording shall be made of the television inspection and one copy shall be supplied to Infrastructure & Construction Division. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. The Contractor shall have no vested rights to be the completed work and may not sell or reuse it without the City's permission. The project data furnished to the Contractor for use in rendering project

services shall remain the property of the City. The Contractor may not sell or reuse data without permission by the City.

4. **Equipment** - The Contractor shall provide equipment capable of utilizing the Electronic Data System (EDS) computer entry system. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for in-sewer inspection of sewer lines ranging from 4-inches to 42-inches diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer line. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6 inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, numbers designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission & tow cable assembly must have the capability to CCTV lengths of up to 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

A nationally recognized testing laboratory must approve all electrical equipment including CCTV cameras, for use in a Hazardous location and wet environments. Specially, this equipment must be approved for use in Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection association (NFPA) Code 820-1999.

The Contractor shall have the ability to communicate with its vehicle at all times (i.e., cellular phone, radio, etc.)

The Contractor shall have replacement and/or backup equipment in the event of breakdown.

5. **Camera Operation** – The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral connection or substantial defect, the camera progress shall be halted, and the camera lens panned to further view the lateral pipe and connection (including looking up at the lateral) or defect thoroughly evaluate its condition.

Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line. If during the inspection

operation the television camera will not pass through the entire manhole section, the Contractor shall reset the equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the Contractor shall notify Utilities Department Infrastructure Division.

If, during the inspection, the Contractor encounters a condition where public safety is threatened (such as, but not limited to: a pipe collapse, stoppage, blockage and/or imminent sewer spill) City's Representative shall be immediately notified. Furthermore, the Contractor shall provide a video copy of the section of line containing the condition within 24 hours to City's Representative.

If, during the inspection, the camera is jammed inside the sewer and cannot be retrieved, the Contractor shall not excavate the pipe to retrieve it. The Contractor shall inform City's Representative immediately for assistance. It is the Contractor's responsibility to remove the camera and ensure that the sewer line is not damaged.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios or other suitable means of communications shall be set-up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crew.

Accuracy of the measurement shall be checked daily by use of a walking meter roll-a-tape or other suitable device. Footage measurement shall begin at the centerline of the upstream manhole and the centerline of the last downstream manhole, unless specific permission is given to do otherwise.

Continuously displayed on the monitors shall be date of the inspection, structural number of the upstream and downstream manholes corresponding to the line section being inspected, and continuous forward and reverse footage readout of the camera distance from the manhole of reference.

6. **Documentation of Television Results** - An executive summary for the CCTV inspection shall be typed in a format as provided by the City and shall be provided within one (1) week from the completion of the CCTV inspection. The executive summary shall clearly show the location in relation to adjacent manholes (i.e., stations), of each lateral connection discovered, in addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernable features shall make brief and informative comments on the sewer line conditions. Furthermore, any pipe deficiencies (i.e. cracks, offsets, belly's, missing pipe, etc.) shall be communicated to the Utilities Construction Superintendent, or his/her designee, including specific location, pipe size and footages within one (1) day of inspection.

The Contractor shall complete both a written and computer entry pre-formatted log sheet using the television inspection defect codes manual during the television inspection activities and provide them to the City within one (1) week of response and inspection of assigned job.

The City reserves the right, at its discretion, to convert the written report to digitized form. The Contractor will be required at the time to provide the documentation in the new format without extra cost to the City.

All video recording, image files, and databases shall be submitted in a digital format approved by Utilities Department Infrastructure and electronically stored in a WinCan VX Expert database for proper data management. All video recording, image file, databases, and reports shall be generated using the WinCan VX Expert software. All submittals shall become the property of City of Corona. Contractor shall keep a duplicate copy for a period of 5 years.

For each recorded image file, indexing shall exist as a separate text file of the observation noted. The data shall be time coded using the elapsed time from the video file. This shall allow the user in WinCan to use the indexing feature and go to that defect with a click instead of fast forwarding or rewinding.

Separate video and data files shall be created for each sewer line segment. In case of reverse set-up, such inspection shall be stored in a separate video and data files. All video recording, image files and data shall be stored on an external hard drive with a USB 2.0 connection.

The video shall give clear pictures of conditions of lines requiring cleaning and any other structural problems. USB flash drive(s) deemed unacceptable by the City shall be repeated at no cost to the City.

USB flash drive(s) shall include the following information when submitted to City:
Initial Screen Text

Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV Inspection Form Header Instructions.

The initial screen text shall include the following:

- Operator Name
- Work Order Number
- CCTV Time
- Street Name and Number
- Nearest Cross Street Name
- Upstream Manhole ID
- Downstream Manhole ID
- Direction of Survey – Upstream / Downstream
- Pipe Diameter
- Pipe Material
- Total Length of Pipe – as specified on plans
- Weather

Running Screen Text

During the CCTV inspection, the video shall show the running footage, (distance travelled) and the following text at all time:

- Manhole ID – starting
- Manhole ID – ending
- Pipe Material
- Pipe Size
- Total Length of Pipe
- Date
- Time of Day

The format of the above text information shall be as shown in the following example:

**MH 1259 to MH 1260
8" VCP, 410 ft.
11/15/21 – 3:32 P.M.**

Ending Text Screen

At the end of each pipe segment, an ending screen text shall consist of the “Running Screen Text” with the added text of “End of Segment” and material found as shown in the following example:

**End of Segment
Materials found – VCP and DIP**

Audio

- Date of TV inspection
- Verbal confirmation of upstream and downstream manhole numbers
- Verbal description of pipe size, type, and pipe joint length
- Verbal description and location of each defect
- Verbal description and location of each lateral connection

7. **Software Requirements** - The Contractor shall perform all CCTV inspections using the WinCan VX Expert software for pipe survey reporting. WinCan America Inc. can be contacted at 1-877-626-8386. Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. It is intended that a digital recording will be made of the complete pipe inspection. The recording shall also be used as a permanent record of defects. Unless directed otherwise by Utilities Department, the recording shall be MPEG 4. The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each pipeline inspected. The recorded files shall have a resolution of 352

pixels by 240 and an interlaced frame rate of minimum of 24 frames per second. The naming of the video file shall be automatic, consisting of the pipe ID, the eight-digit inspection date and the camera direction in relation to flow, as shown in the following example, or as specified by Utilities Department.

PipeID_YYYYMMDDU (Note: use “U” for upstream and “D” for downstream)

123456_20050101U

8. **Acceptable CCTV Standard** - The television inspection and the condition assessment of the sewer line shall be conducted per the requirements stated in this NIB. The picture of the television inspection shall be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City shall be correct and complete.

Should the City at any time not be satisfied with the quality of the CCTV inspection conducted by the Contractor, the City may request the Contractor to re-televiser the pipe or resubmit the records at no extra cost to the City. The Contractor’s sub-standard work may also result in the City terminating the contract.

9. **Submittal of Television Results** – USB flash drive(s) and written reports shall be submitted to:

City of Corona
Utilities Department
Attn: Raul Arevalo, Construction Superintendent
Infrastructure & Construction Division
755 Public Safety Way
Corona, CA 92880

10. **Emergency Notification** - The Contractor shall immediately notify Utilities Department Infrastructure whenever a surcharged sewer or a partial or total pipe blockage is discovered. The Contractor shall contact the Utilities Front Desk at (951) 279-3789 during normal business hours 7am to 6pm Monday through Thursday, except holidays, or the Utilities Department 1st Responder at (951)830-2391 during afterhours, or the City’s Police Department phone number at (951) 736-2330 in case of no answer from the first responder. The Contractor shall indicate the location, nature of the problem, and when the problem was first detected. The Contractor may continue working but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City Representatives.

11. **Safety** – The Contractor shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements.

If confined space entry into a live sewer is necessary, the City requires continuous ventilation and monitoring of the manhole atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during manhole entry. The Contractor is required to operate and maintain all needed safety equipment and is responsible for all

safety training for the crew. The Contractor shall never leave an open manhole unattended.

All equipment must be removed from the sewer at the end of each work session. The Contractor shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If the Contractor is deemed to be working in an unsafe manner by the City, the contract may be terminated.

12. **Traffic Control** - All costs for labor, equipment, and materials required to establish traffic control shall be included in the contract price. Traffic control shall be established by the Contractor and shall conform to requirements of the current “Manual of Traffic Controls for Construction and Maintenance Work Zones”, issued by the State of California Department of Transportation, or the current “Work Area Traffic Control handbook (WATCH)”. There are sewer lines that are located in heavy traffic areas and will require the use of arrow boards and more extensive traffic control set-up.

SECTION IV

BID CONTENT AND FORMS

A. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, Bidder 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 NIB are currently held by bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

B. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including a binding signature and upload into the PlanetBids electronic bidding system. Bidders shall also enter their unit pricing on the Line Items tab in the PlanetBids electronic bidding system.

Unless discount payment 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. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges, if applicable, must be included in bidder's bid amount.

C. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

PARTY SUBMITTING BID: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

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

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 Bid

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement (Agreement) and will sign the Agreement, as presented, without exception, for the City's NIB No. 22-058RH.

(Bidder 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 Bid)

All applicable insurance requirements to this NIB are identified with a 'YES' under the "Applicable to Vendor" column on the NIB Insurance Requirements Check List.

Bidder acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for NIB No. 22-058RH 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.

Deductible Amounts/Self-insured Retentions:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

CITY OF CORONA
 NIB NO. 22-058RH INSURANCE REQUIREMENTS CHECK LIST
 (To be Completed and Submitted with Bid)

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?			Not Applicable
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 Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million per claim with a primary Additional Insured endorsement?			Not Applicable
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

**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 Contractor, 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 contractors' 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)?	<input type="checkbox"/>	<input type="checkbox"/>	YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?	<input type="checkbox"/>	<input type="checkbox"/>	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 Contractor?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	<input type="checkbox"/>	<input type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Does your insurance have any deductibles and/or self-insurance retentions?	<input type="checkbox"/>	<input type="checkbox"/>	YES

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

**INFORMATION REQUIRED OF BIDDERS
To Be Completed and Returned With Bid**

[***Indicate not applicable (“N/A”) where appropriate***]

1. Name of Bidder: _____

2. Type, if Entity: _____

3. Bidder Address: _____

4. How many years has Bidder’s organization been in business as a contractor?

5. How many years has Bidder’s organization been in business under its present name?

5.1 Under what other or former names has Bidder’s organization operated?

6. If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: _____
- 7.2 Name and address of all partners (state whether general or limited partnership):
- _____
- _____
- _____
8. If other than a corporation or partnership, describe organization and name principals:
- _____
- _____
9. List other states in which Bidder's organization is legally qualified to do business.
- _____
- _____
- _____
10. What type of work does the Bidder normally perform with its own forces?
- _____
- _____
11. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- _____
- _____
12. Has Bidder entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the bid as nonresponsive or the Bidder as nonresponsible following a hearing.*

13. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

12. Have you been or are you on any federal list of debarred or suspended bidders? If yes, state the beginning and ending dates of the period of disbarment.

13. List Trade References:

14. List Bank References (Bank and Branch Address):

15. Name of Bonding Company and Name and Address of Agent:

BIDDER’S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a bid, or completing any contracts for similar services as detailed in NIB No. 22-058RH.

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)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bid)

Number of Serious OSHA Violations within the last two (2) years or any Willful violations within the last five (5) years (must state zero if none):

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass _____ Total

Firm Name (Print)

Signature

Name and Title (Print)

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> 				

7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	Evaluation Score				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE

4.89

OVERALL EVALUATION RATING

EXCELLENT

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)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Date: _____

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted with Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two- hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

Bidder’s Name

Bidder’s Address within City limits (a post office box does not qualify)

Bidder’s City of Corona Business License Number: _____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Bidder’s Signature

Print Name

Title

**EXPERIENCE STATEMENT
To Be Completed and Submitted with Bid**

List at least four (4) municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last five (5) years.

Customer #1 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #2 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #3 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #4 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Bidder's Name _____

Signature _____

Print Name and Title _____

SECTION V.
BID FORM

BIDDER: _____

The undersigned, hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES
NIB NO. 22-058RH

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Instructions to Bidders or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. DIR Registration No. _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

The basis of Award of this Contract shall be on the lowest total for the Bid Schedule. In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates.

ANNUAL PURCHASE ORDER

The contract term shall be effective on or about June 2022 through June 30, 2024 with two (2) additional two (2) option year renewal periods, on an as-needed basis, with no guaranteed usage for [CCTV Sewer System Video Inspection Services]. Bid prices shall remain effective and in force for the entire two (2) fiscal year contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

- Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2028

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) fiscal year periods. 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.

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. **A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder**

Cash discount allowable _____% _____ days. Unless otherwise stated, payment terms are Net Thirty (30) Days. Contractor shall submit monthly invoice to include locations of work performed and copies of the corresponding month’s certified payroll records.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Signature: _____

Print Name: _____

Title: _____

Date: _____

BID SCHEDULE

Contractor shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system. Provide firm fixed bid prices to furnish all supervision, labor, materials, supplies, equipment, tools, transportation, services, traffic control (per latest revision of MUTCD) and any other incidental or additional costs to discharge all duties and obligations necessary and required to perform and complete the Project. **The Contractor's compensation will be computed on the basis of the actual quantities of completed Work.** A copy of the Bid Schedule below is provided for reference purposes only and need not be completed and returned.

ITEM	DESCRIPTION	EST QTY	UNIT	COST
	Pipe Size – cost per linear foot per pipe size diameter to perform the CCTV of the pipe:			
1	6” to 10”	1	LF	\$
2	12” to 18”	1	LF	\$
3	21” to 30”	1	LF	\$
4	Over 30” up to 42”	1	LF	\$
Bid Total Price (Items 1-4)				\$

Bid Total Price in words (Items 1-4): _____

Emergency Response Hourly Rate (Min 4 hours): _____ **per hour rate**

SECTION VI.
FORM OF AGREEMENT

[***MODEL - REMOVE THIS TITLE WHEN USED***]

CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

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***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6,

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance or other general 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 June 2022 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

3.2 Responsibilities of Contractor.

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

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor

represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

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

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

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

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

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

and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

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

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

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

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

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services

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

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

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

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

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

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

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

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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

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

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

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

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are

applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

3.5 General Provisions.

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

Contractor:

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

City:

City of Corona

400 South Vicentia Avenue

Corona, CA 92882

Attn: [***INSERT NAME & DEPARTMENT***]

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

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

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

CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

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

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

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

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

EXHIBIT "A"
SCOPE OF SERVICES

INSERT PROPOSED SCOPE OF SERVICES

**EXHIBIT “B”
SCHEDULE OF SERVICES**

INSERT PROPOSED SCHEDULE OF SERVICES

**EXHIBIT “C”
COMPENSATION (PRICING/COST)**

INSERT PROPOSED RATES & AUTHORIZED REIMBURSABLE EXPENSE

NIB No. 22-058RH Section VII. Form of Agreement - Page 20 of 22
CCTV Sewer System Video Inspection Services ****SAMPLE – DO NOT EXECUTE******

CA\DD\02000.50102\10151745.3
REV. 3.3.6 - PTEAM 04302019

(CITY ATTY: 07-17)



NIB 22-058RH SUMMARY Purchasing Division

DATE:	September 15, 2022
TO:	Aftab Hussain
FROM:	Scott Briggs
SUBJECT:	Apparent Low Bid for NIB 22-058RH

Bid #: NIB 22-058RH

Bid Name: Corona Airport Mowing Bid

Bid Open Date: 05/04/2022

Bid Close Date: 06/08/2022

Advertised Date: 05/04/2022

Plan Room Mailing Date: N/A

of Contractors Contacted: 22

Number of "Bids" received: 4

Vendor	City	Bid
Houston & Harris PCS, Inc	Grand Terrace	\$272.08
Pipe Tec, Inc.	Baldwin Park	\$287.95
National Plant Services	Long Beach	\$332.25
Pro-Pipe, Inc.	Irvine	\$470.20

The apparent low bidder is **Houston & Harris PCS, Inc.**. Copies of the Bid are attached. Please review, and if all specifications are met by the apparent low bidder, and the decision is made to proceed with work, upon receipt of a signed Purchase Requisition, Purchasing will generate and request from contractor the Agreement; Performance Bond; Payment Bond; Insurance Certificates and Endorsements.

I concur with the bid results and wish to proceed with award of bid to:

Houston & Harris PCS, Inc

DocuSigned by:

 X _____
 Signature

DS

 Date Signed

9/21/2022

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH HOUSTON & HARRIS, INC.
(CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES – NIB 22-058RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of October, 2022 (“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 Houston & Harris PCS, Inc., a California Corporation with its principal place of business at 21831 Barton Road, Grand Terrace, CA 92313 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the CCTV Sewer System Video Inspection Services NIB 22-058RH project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional CCTV Sewer System Video Inspection maintenance or other general 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 October 5, 2022 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

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

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

manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 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; and (4) Pollution Liability: \$1,000,000 per claim/ \$2,000,000 policy aggregate.

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

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

and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

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

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

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

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

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

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

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-X and authorized to issue the required policies in California.

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

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

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

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

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

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

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

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations

(“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

3.5 General Provisions.

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

Contractor:

Houston & Harris PCS, Inc.
21831 Barton Road
Grand Terrace, CA 92313
Attn: Larry Houston

City:

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

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

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any

subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH HOUSTON & HARRIS, INC.
(CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES – NIB 22-058RH)

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

CITY OF CORONA

By: _____
Tom Moody
Director of Utilities

Reviewed By: _____
Katie Hockett
Assistant Director of Utilities

Reviewed By: _____
Aftab Hussain
Maintenance Manager

Attest:

Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH HOUSTON & HARRIS, INC.
(CCTV SEWER SYSTEM VIDEO INSPECTION SERVICES – NIB 22-058RH)

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

HOUSTON & HARRIS PCS, INC.
a California Corporation

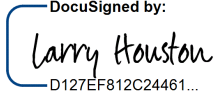
By:  _____
Larry Houston
Vice President/Secretary

EXHIBIT "A"
SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional CCTV Sewer System Video Inspection maintenance services necessary for the Project ("Services"). The Services are more particularly described in this Exhibit.

The City of Corona Utilities Department owns, maintains, and operates approximately 460 miles of wastewater mains and three treatment facilities. The Closed Circuit Television Inspection (CCTV) video inspections will aid in providing uninterrupted water reclamation treatment services, protect public health, the environment, meet all federal, state, and local regulatory requirements and permits.

The inspections are required to, assess the condition, aid in maintenance and planning for future upgrades and/or maintenance of the sewer infrastructure and sewer lift stations. The target lineal footage per year is approximately 480,000 and the entire sewage system but be inspected within five (5) years.

Contractor shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to facilitate complete the comprehensive scope of work. All work shall be performed on the City right of ways or within City easements.

A. General Requirements

1. The Contractor will be used to supplement the City's existing resources of condition assessment of the sewer collection system.
2. The Contractor shall perform CCTV inspection of the entire sewer system and facilities located within City easements on private property. The City shall provide maps of the entire sewer collection system.
3. The Contractor shall have the ability to respond to emergency inspection requests within 2 hours of notification.
4. The Contractor should take notice that inspection shall not result in the interruption of sewage service to any customer in the City. Sewage must be controlled within the pipeline at all times.
5. The Contractor shall seal all manholes that were encountered sealed for the control of odors or entry of extraneous water.

6. The Contractor shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors or diversion gates within the manhole structures.
7. Video will include a video narration identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage and observations concerning the condition of the pipe joints. Records of daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. The videos shall be submitted on USB Flash Drive and will become the property of the City.
8. No trees, plants, shrubs or ornamental vegetation shall be removed without the written consent of the City of Corona.
9. The Contractor shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the Contractor shall demonstrate knowledge of current safety requirement for confined space entry. All crew members shall have confined space training certifications.
10. Work shall progress in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. Work shall be performed following sewer cleaning activities. The City will provide a schedule.
11. The Contractor shall be in full charge and be responsible for the job site, the scope of work of this contract and subject to the directions of the City and/or construction superintendent.
12. The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills.
13. The Contractor shall be fully responsible for preventing sewage spillage, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spillage, and any violation of any law, ordinance, code, order, or regulation as result of the spillage.
14. The Contractor shall develop and submit to the City's Representative, within fifteen (15) calendar days of Notice to Proceed (NTP) for review and approval a written Spill Response Plan, prior to doing any work specified in this contract. The Spill Response Plan shall be developed to respond to any sewage spill related to the work being performed by this contract. This includes but is not limited to: a) arranging for an

emergency response unit, comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of a sewage spill(s); and b) developing and including an emergency notification procedure which includes an emergency response roster with telephone numbers and arrangements for back-up personnel and equipment and an emergency notification roster of the designated City Representatives.

The Contractor shall designate a primary and secondary representative and include their respective phone numbers and cellular phone numbers. The Contractor's representatives shall be accessible and available at all times to respond immediately to any related emergency. The emergency contact information shall be submitted to the City's Representative with in fifteen (15) days of Notice to Proceed (NTP). The list shall be maintained and submitted to the City's Representative when changes occur.

15. The Contractor, in case of sewage spillage shall act immediately without instructions from the City, to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan. The Contractor shall immediately notify the City Representatives of the spill and all action taken. The Contractor shall, within three working days from the occurrence of the spill, submit to the construction superintendent a written confirmation describing the following information related to the spill: The location on Thomas map guide; the nature and volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken and the date and time of implementation; the corrective and/or preventative actions taken; and the water body impacted and results of any necessary monitoring. Requests for additional compensation for the handling of the spill shall be submitted to the City's Representative as a claim. The Contractor shall assure the validity, accuracy, and correctness of the claim under penalty of perjury. The City and/or construction superintendent may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order or regulation. If it is determined by the City that the spill was caused by the negligence of the Contractor, the Contractor shall be responsible for all costs incurred for the corrective actions.
16. The Contractor shall obtain and maintain insurance coverage for Pollution Liability in the amount of \$1,000,000 in addition to the insurance requirements specified in the Form of Agreement in Section VI of this NIB.
17. All CCTV operators shall be National Association of Sewer Services Companies (NASSCO) certified by passing the three day Pipeline Assessment and Certification Program (PACP). The methodology of evaluation, data collection, and reporting criteria used for the NASSCO certification shall be followed for all CCTV inspections.

B. SEWER CONDITION ASSESSMENT (CCTV)

1. **CCTV Inspection-** The Contractor shall perform CCTV inspection of sewer lines as requested by the Infrastructure & Construction Division of the City of Corona Utilities Department. In the event CCTV inspection cannot be performed by the Contractor due to major debris accumulation and/or blockage, the Contractor shall notify Utilities Department Infrastructure.
2. **Response Requirement-** The Contractor shall respond within 24 hours to a special request for CCTV inspection. The Contractor shall have full time personnel experienced in CCTV/Video review. The Contractor must be able to respond to the job site within 24 hours of notification in emergency cases.
3. **CCTV Inspection-** A video recording shall be made of the television inspection and one copy shall be supplied to Infrastructure & Construction Division. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. The Contractor shall have no vested rights to be the completed work and may not sell or reuse it without the City's permission. The project data furnished to the Contractor for use in rendering project services shall remain the property of the City. The Contractor may not sell or reuse data without permission by the City.
4. **Equipment -** The Contractor shall provide equipment capable of utilizing the Electronic Data System (EDS) computer entry system. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for in-sewer inspection of sewer lines ranging from 4-inches to 42-inches diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer line. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6 inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, numbers designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission & tow cable assembly must have the capability to CCTV lengths of up to 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

A nationally recognized testing laboratory must approve all electrical equipment including CCTV cameras, for use in a Hazardous location and wet environments.

Specially, this equipment must be approved for use in Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection association (NFPA) Code 820-1999.

The Contractor shall have the ability to communicate with its vehicle at all times (i.e., cellular phone, radio, etc.)

The Contractor shall have replacement and/or backup equipment in the event of breakdown.

5. **Camera Operation** – The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the sewer’s condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral connection or substantial defect, the camera progress shall be halted, and the camera lens panned to further view the lateral pipe and connection (including looking up at the lateral) or defect thoroughly evaluate its condition.

Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall reset the equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the Contractor shall notify Utilities Department Infrastructure Division.

If, during the inspection, the Contractor encounters a condition where public safety is threatened (such as, but not limited to: a pipe collapse, stoppage, blockage and/or imminent sewer spill) City’s Representative shall be immediately notified. Furthermore, the Contractor shall provide a video copy of the section of line containing the condition within 24 hours to City’s Representative.

If, during the inspection, the camera is jammed inside the sewer and cannot be retrieved, the Contractor shall not excavate the pipe to retrieve it. The Contractor shall inform City’s Representative immediately for assistance. It is the Contractor’s responsibility to remove the camera and ensure that the sewer line is not damaged.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios or other suitable means of communications shall be set-up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crew.

Accuracy of the measurement shall be checked daily by use of a walking meter roll-a-tape or other suitable device. Footage measurement shall begin at the centerline of the upstream manhole and the centerline of the last downstream manhole, unless specific permission is given to do otherwise.

Continuously displayed on the monitors shall be date of the inspection, structural number of the upstream and downstream manholes corresponding to the line section being inspected, and continuous forward and reverse footage readout of the camera distance from the manhole of reference.

6. **Documentation of Television Results** - An executive summary for the CCTV inspection shall be typed in a format as provided by the City and shall be provided within one (1) week from the completion of the CCTV inspection. The executive summary shall clearly show the location in relation to adjacent manholes (i.e., stations), of each lateral connection discovered, in addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernable features shall make brief and informative comments on the sewer line conditions. Furthermore, any pipe deficiencies (i.e. cracks, offsets, belly's, missing pipe, etc.) shall be communicated to the Utilities Construction Superintendent, or his/her designee, including specific location, pipe size and footages within one (1) day of inspection.

The Contractor shall complete both a written and computer entry pre-formatted log sheet using the television inspection defect codes manual during the television inspection activities and provide them to the City within one (1) week of response and inspection of assigned job.

The City reserves the right, at its discretion, to convert the written report to digitized form. The Contractor will be required at the time to provide the documentation in the new format without extra cost to the City.

All video recording, image files, and databases shall be submitted in a digital format approved by Utilities Department Infrastructure and electronically stored in a WinCan VX Expert database for proper data management. All video recording, image file, databases, and reports shall be generated using the WinCan VX Expert software. All submittals shall become the property of City of Corona. Contractor shall keep a duplicate copy for a period of 5 years.

For each recorded image file, indexing shall exist as a separate text file of the observation noted. The data shall be time coded using the elapsed time from the video file. This shall allow the user in WinCan to use the indexing feature and go to that defect with a click instead of fast forwarding or rewinding.

Separate video and data files shall be created for each sewer line segment. In case of reverse set-up, such inspection shall be stored in a separate video and data files. All video recording, image files and data shall be stored on an external hard drive with a USB 2.0 connection.

The video shall give clear pictures of conditions of lines requiring cleaning and any other structural problems. USB flash drive(s) deemed unacceptable by the City shall be repeated at no cost to the City.

USB flash drive(s) shall include the following information when submitted to City:

Initial Screen Text

Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV Inspection Form Header Instructions.

The initial screen text shall include the following:

- Operator Name
- Work Order Number
- CCTV Time
- Street Name and Number
- Nearest Cross Street Name
- Upstream Manhole ID
- Downstream Manhole ID
- Direction of Survey – Upstream / Downstream
- Pipe Diameter
- Pipe Material
- Total Length of Pipe – as specified on plans
- Weather

Running Screen Text

During the CCTV inspection, the video shall show the running footage, (distance travelled) and the following text at all time:

- Manhole ID – starting
- Manhole ID – ending
- Pipe Material
- Pipe Size

- Total Length of Pipe
- Date
- Time of Day

The format of the above text information shall be as shown in the following example:

MH 1259 to MH 1260
8” VCP, 410 ft.
11/15/21 – 3:32 P.M.

Ending Text Screen

At the end of each pipe segment, an ending screen text shall consist of the “Running Screen Text” with the added text of “End of Segment” and material found as shown in the following example:

End of Segment
Materials found – VCP and DIP

Audio

- Date of TV inspection
- Verbal confirmation of upstream and downstream manhole numbers
- Verbal description of pipe size, type, and pipe joint length
- Verbal description and location of each defect
- Verbal description and location of each lateral connection

- 7. Software Requirements** - The Contractor shall perform all CCTV inspections using the WinCan VX Expert software for pipe survey reporting. WinCan America Inc. can be contacted at 1-877-626-8386. Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. It is intended that a digital recording will be made of the complete pipe inspection. The recording shall also be used as a permanent record of defects. Unless directed otherwise by Utilities Department, the recording shall be MPEG 4. The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each pipeline inspected. The recorded files shall have a resolution of 352 pixels by 240 and an interlaced frame rate of minimum of 24 frames per second. The naming of the video file shall be automatic, consisting of the pipe ID, the eight-digit inspection date and the camera direction in relation to flow, as shown in the following example, or as specified by Utilities Department.

PipeID_YYYYMMDDU (Note: use “U” for upstream and “D” for downstream)

123456_20050101U

8. **Acceptable CCTV Standard** - The television inspection and the condition assessment of the sewer line shall be conducted per the requirements stated in this NIB. The picture of the television inspection shall be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City shall be correct and complete.

Should the City at any time not be satisfied with the quality of the CCTV inspection conducted by the Contractor, the City may request the Contractor to re-televise the pipe or resubmit the records at no extra cost to the City. The Contractor's sub-standard work may also result in the City terminating the contract.

9. **Submittal of Television Results** – USB flash drive(s) and written reports shall be submitted to:

City of Corona
Utilities Department
Attn: Raul Arevalo, Construction Superintendent
Infrastructure & Construction Division
755 Public Safety Way
Corona, CA 92880

10. **Emergency Notification** - The Contractor shall immediately notify Utilities Department Infrastructure whenever a surcharged sewer or a partial or total pipe blockage is discovered. The Contractor shall contact the Utilities Front Desk at (951) 279-3789 during normal business hours 7am to 6pm Monday through Thursday, except holidays, or the Utilities Department 1st Responder at (951)830-2391 during afterhours, or the City's Police Department phone number at (951) 736-2330 in case of no answer from the first responder. The Contractor shall indicate the location, nature of the problem, and when the problem was first detected. The Contractor may continue working but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City Representatives.

11. **Safety** – The Contractor shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements.

If confined space entry into a live sewer is necessary, the City requires continuous ventilation and monitoring of the manhole atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during manhole entry. The Contractor is required to operate and maintain all needed safety equipment and is responsible for all safety training for the crew. The Contractor shall never leave an open manhole unattended.

All equipment must be removed from the sewer at the end of each work session. The Contractor shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If the Contractor is deemed to be working in an unsafe manner by the City, the contract may be terminated.

12. **Traffic Control** - All costs for labor, equipment, and materials required to establish traffic control shall be included in the contract price. Traffic control shall be established by the Contractor and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation, or the current "Work Area Traffic Control handbook (WATCH)". There are sewer lines that are located in heavy traffic areas and will require the use of arrow boards and more extensive traffic control set-up.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in this Exhibit

The contract term shall be effective pursuant to Section 3.1.2 above with two (2) additional two (2) option year renewal periods, on an as-needed basis, with no guaranteed usage for CCTV Sewer System Video Inspection Services. Bid prices shall remain effective and in force for the entire two (2) fiscal year contract terms. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

Option 1, if exercised, shall be effective July 1, 2024 through June 30, 2026

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

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) fiscal year periods. 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.

**EXHIBIT “C”
COMPENSATION**

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

ITEM	DESCRIPTION	EST QTY	UNIT	COST
	Pipe Size – cost per linear foot per pipe size diameter to perform the CCTV of the pipe:			
1	6” to 10”	1	LF	\$0.55
2	12” to 18”	1	LF	\$0.55
3	21” to 30”	1	LF	\$0.49
4	Over 30” up to 42”	1	LF	\$0.49
Bid Total Price (Items 1-4)				\$2.08

Emergency Response Hourly Rate (Min 4 hours): \$270 per hour rate

The Contractor’s compensation will be computed on the basis of the actual quantities of completed Work

Pursuant to Section 3.2.12 above, a payment bond valued at one hundred percent of the “Total Compensation” amount from Section 3.3.1 shall be required for this project.



Staff Report

File #: 22-0768

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Finance Department

SUBJECT:
Request for Ownership of Revenue Account - Corona Employee Social Committee Donation Account.

EXECUTIVE SUMMARY:

This staff report is to ask Council to authorize and establish ownership of revenue for all funds deposited in the Corona Employee Social Committee Donation Account. The City Manager has tasked the Employee Social Committee with planning events for staff throughout the year. The Employee Social Committee would like to be able to raise money (donations) during the events to help fund future events and offset expenses. The donations would be made by City employees for participating in things such as silent auctions, 50/50 raffle tickets, and any other such activities that allow for fundraising.

RECOMMENDED ACTION:

That the City Council authorize and establish ownership of revenue for all funds deposited in the Corona Employee Social Committee Donation Account.

BACKGROUND & HISTORY:

Per the adopted budget resolution for Fiscal Year 2022 (Resolution 2022-040), the City Council may approve certain revenues as designated for specific purposes. The funds must be used for the purpose for which they are received. The budget resolution also outlines the use of funds. Funds less than \$50,000 may be added to the department operating budget with the approval of the Department Director and concurrence of the Finance Director. Appropriations exceeding \$50,000 shall be reviewed and approved by the City Council. At this time, the Social Committee cannot raise funds (i.e., receive donations) to help fund events.

ANALYSIS:

Pre-pandemic, the City of Corona regularly held events for City employees. After over two years of social distancing and postponing anything that called for gathering in groups, the City Manager has tasked the Employee Social Committee with getting such events back on the calendar.

The members of the Employee Social Committee propose being able to raise funds (donations) in order to help fund events. By doing so, these donations would be deposited into a donations account that would be designated to be expensed only on Employee Social Committee events.

Section 7 of Resolution 2022-040 states "The City Council of the City of Corona may, by the affirming vote of three members, as so directed by minute action, designate committed fund balance from a department specific revenue stream in the General Fund. At the request of a Department Director (or his/her designee) and with the concurrence of the Finance Director (or his/her designee) an appropriation of budget may occur upon receipt of funds, not to exceed \$50,000 per project. An appropriation exceeding \$50,000 shall be made by the City Council of the City of Corona, by the affirming vote of three members, as so directed by minute action.

FINANCIAL IMPACT:

There is no financial impact to the General Fund with the recommended action.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves the designation of the Corona Employee Social Committee Donation Account, and there is no possibility that the approval of the report will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JULIE KENNICUTT, BUDGET MANAGER

REVIEWED BY: KIM SITTON, FINANCE DIRECTOR



Staff Report

File #: 22-0754

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Planning & Development Department

SUBJECT:

Acceptance of the public improvements and release of the securities posted for the properties located at 2472 Steven Drive and 2478 Steven Drive.

EXECUTIVE SUMMARY:

This staff report asks that the City Council consider the acceptance of the public improvements for 2472 Steven Drive and 2478 Steven Drive and release of the improvement securities to the property owner. The property owner completed the public improvements required for the construction of two new single-family residential dwellings on the subject property and is requesting the release of the posted securities.

RECOMMENDED ACTION:

That the City Council:

- a. Accept the public improvements associated with 2472 Steven Drive and 2478 Steven Drive.
- b. Retain twenty-five percent (25%) of the Faithful Performance Security for one year beyond the acceptance of the improvements as security for repair and replacement of any improvements that fail to meet City standards at the end of the one-year period. (Receipt No. DEP15-0003).
- c. Retain the Labor and Material Security for six months beyond the acceptance of the improvements and automatically release the security unless claims are filed. (Receipt No. DEP15-0004).

BACKGROUND & HISTORY:

The properties located at 2472 Steven Drive and 2478 Steven Drive are zoned Single-Family Residential (SFR) in the Corona Ranch Specific Plan. On February 4, 2015, the property owner entered into public agreements with the City for the public street improvements of the two

residential units and posted the applicable securities with the City.

The public street improvements associated with the development of the site have been completed and inspected by City staff to ensure conformity with City specifications.

ANALYSIS:

Per Corona Municipal Code 16.24.030, twenty-five percent (25%) of the Faithful Performance Security for the public improvements will be retained for a period of one year to guarantee repair or replacement of any improvements that fail prior to the end of the one-year period. Any written claims against the performance security shall be made prior to the one-year guarantee period, which is set to expire on September 21, 2023. City staff will release the Faithful Performance Security one year after acceptance of the improvements by the City Council, pursuant to California Government Code Section 66499.9(c).

It is necessary to retain the Labor and Material Security for a period of six months after the City's acceptance of the improvements, in accordance with the State Subdivision Map Act.

The following is a summary of the securities to be released by the City.

Public Improvement Securities	Security No.	Faithful Performance	Security No.	Labor & Materials
Street Improvements DWG# 14-021P (P GR140013)	DEP15-0003	\$59,800	DEP15-0004	\$29,900

FINANCIAL IMPACT:

All applicable fees have been paid by the developer. It is the City's responsibility to begin the maintenance of the public improvements one year after the date of acceptance.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to release the public improvement securities posted for the project. There is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

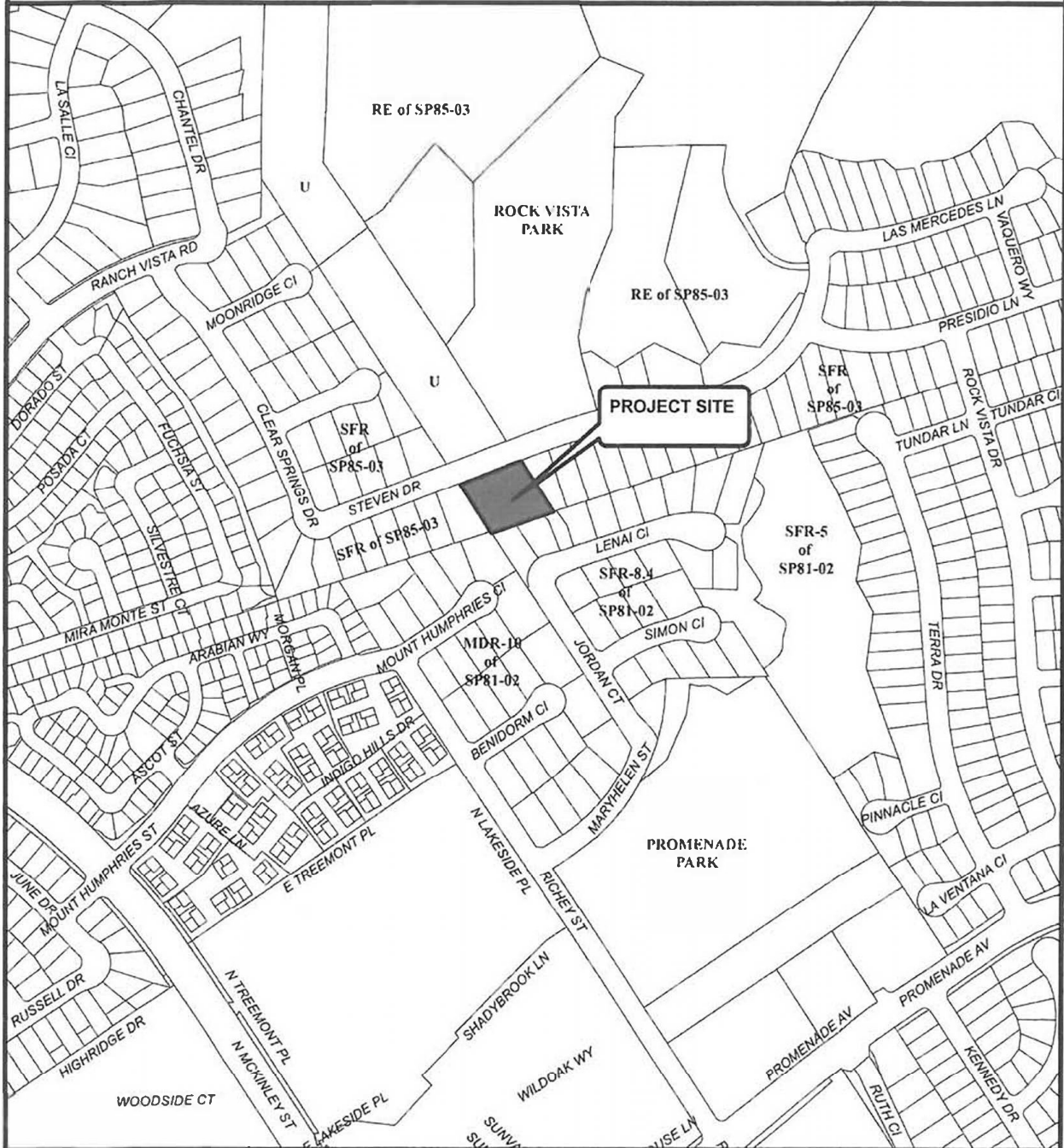
PREPARED BY: CHRISTOPHER HORN, P.E., ACTING DEVELOPMENT SERVICES MANAGER

REVIEWED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

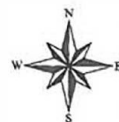
Attachments:

1. Exhibit 1 - Location Map

LOCATION MAP EXHIBIT "1"



2472 & 2478 Steven Drive
Applicant: New Tech, Inc.





Staff Report

File #: 22-0777

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/05/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

Release of the rough grading and private storm drain securities posted by Lennar Homes for Tract Maps 36541-1, 36541-2, and 36541 located south of Green River Road, beyond Calle Del Oro, and west of Paseo Grande.

EXECUTIVE SUMMARY:

This staff report asks that the City Council consider the release of the rough grading and private storm drain securities for Tract Maps 36541-1, 36541-2, and 36541, which is known as the Sierra Bella community, located south of Green River Road, beyond Calle Del Oro, and west of Paseo Grande. The rough grading and private storm drain has been completed and constructed by the developer. This action will release the securities posted by the developer.

RECOMMENDED ACTION:

That the City Council release the rough grading and erosion control and private storm drain securities for Tract Maps 36541-1, 36541-2, and 36541 (Bond No. 105198 FP and Receipt No. DEP16-0095).

BACKGROUND & HISTORY:

Tentative Tract Map 36541 (TTM 36541) was recorded in three phases, Tract Map 36541-1, Tract Map 36541-2 and Tract Map 36541 (Final), which subdivided approximately 311 acres into 237 single-family residential lots. The final maps for all three phases were approved by the City Council on April 18, 2018. The project site is designated Low Density Residential 1 (LDR 1) of the Sierra Bella Specific Plan (SP04-0001) and Rural Residential II (RR II) of the General Plan.

On August 3, 2016, Ryland Homes of California, Inc., a subsidiary to CalAtlantic Group, Inc., and the original owner of the project, entered into a Grading Agreement with the City and posted securities to guarantee the construction of rough grading and private storm drain improvements associated with Tract Maps 36541-1, 36541-2, and 36541. On October 21, 2020, the City Council approved a

fifty percent reduction of the security because a substantial amount of the rough grading was completed by the developer. The rough grading and private storm drain have been completed by the developer and the request will release the remaining amount of the security posted by the developer.

CalAtlantic Group, Inc. was subsequently acquired by Lennar Homes of California, Inc., the current developer of this project.

ANALYSIS:

The site was rough graded in accordance with all City standards and the approved grading plans and the private storm drain was constructed. Therefore, it is appropriate to release the securities posted for these improvements.

The following is a summary of the securities:

Grading Security	Security No.	Faithful Performance	Receipt No.	Erosion Control
Rough Grading and Private Storm Drain for Tract Maps 36541-1, 36541-2, and 36541 (Final) DWG# 13-040R (PGR130028)	105198	\$3,979,650 (Reduced Amount)	DEP16-0095	\$500,200

FINANCIAL IMPACT:

All applicable fees have been paid by the developer.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is to release grading securities posted for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

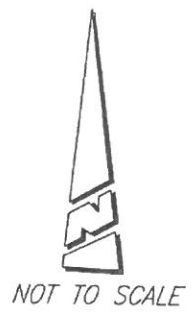
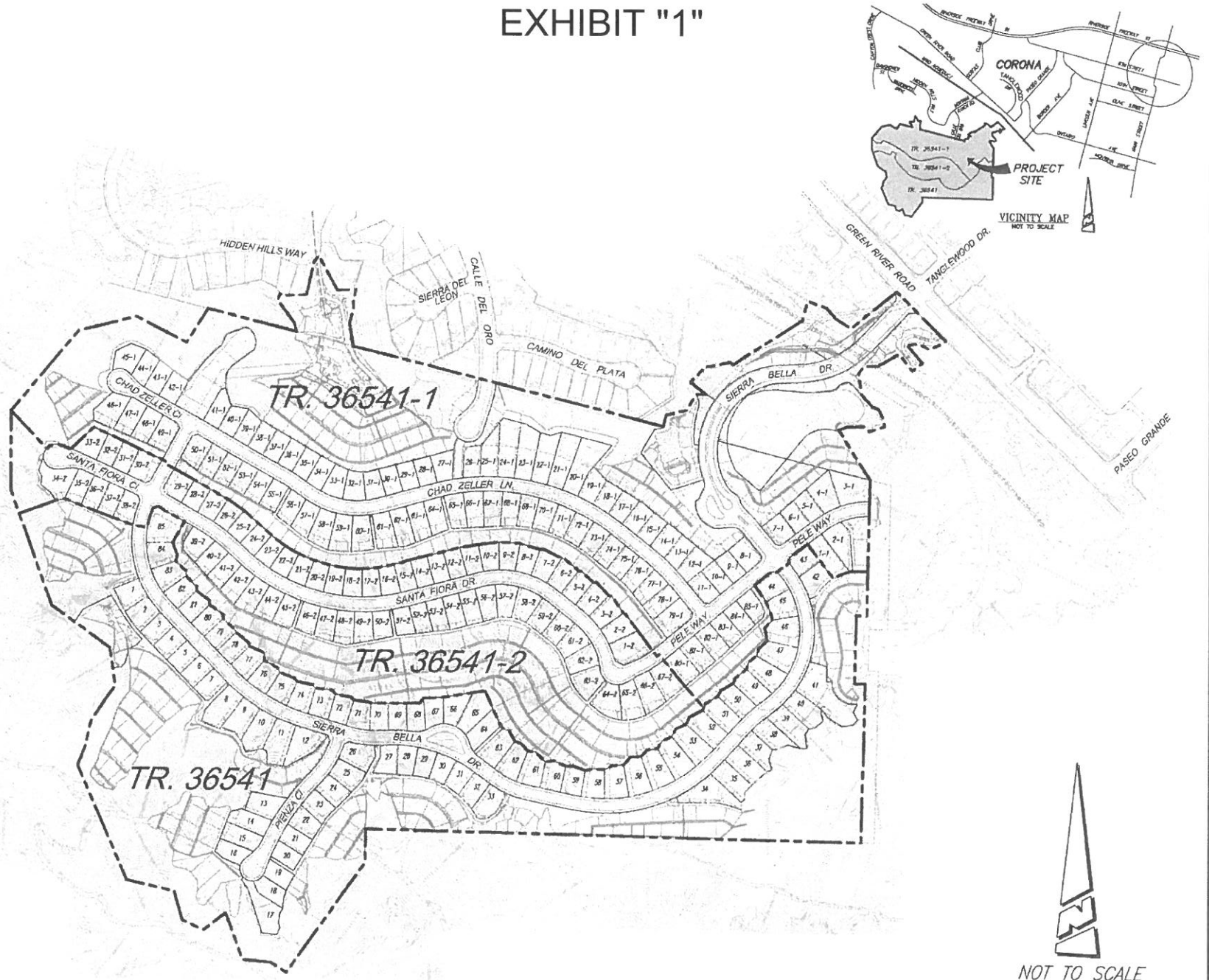
PREPARED BY: NOE HERRERA, ASSOCIATE ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Attachments:

- 1. Exhibit 1 - Location map

EXHIBIT "1"





Staff Report

File #: 22-0763

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/5/2022

TO: Honorable Mayor and City Council Members

FROM: Planning and Development Department

SUBJECT:

Request from City Council Member Richins requesting a waiver of permit application fees for ABC Hopes and Settlement House.

EXECUTIVE SUMMARY:

Council Member Richins is asking the City Council to consider waiving the permit application fees required by the Planning and Development Department for ABC Hopes and the Settlement House. ABC Hopes and the Settlement House are non-profit organizations based in the City of Corona. ABC Hopes is in the process of applying for a Conditional Use Permit and will be applying for building permits in the future and the Settlement House will be applying for building permits to make repairs to their existing building.

RECOMMENDED ACTION:

That the City Council provide staff with direction on the waiver of fees by recommending one of the proposed options presented by staff.

PROPOSED OPTIONS:

Option 1. Direct staff to prepare a resolution for the City Council's consideration to waive the fees associated with the permits for ABC Hopes and the Settlement House.

Option 2. Direct staff to propose a reduced fee schedule for all non-profit organizations for the City Council's consideration.

Option 3. Maintain the status quo.

BACKGROUND:

ABC Hopes is a non-profit organization based in the City that recently leased tenant space at 1831 Commerce Street, Suite 103. ABC Hopes plans to operate their executive office and conduct

associated social activities at the property. The activities require unobstructed assembly space within the building to allow patrons to engage in physical fitness and other social activities. The zoning of the property is M-2 (General Industrial), which requires a Conditional Use Permit for commercial recreation activities in this zone. In addition to the Conditional Use Permit, ABC Hopes is required to process building tenant improvement plans with the Building Department for the new offices and a change in occupancy capacity for the assembly space within the building. The cost of each of these actions is prescribed in the approved City fee schedule.

The Settlement House is a non-profit organization based in the City and operates a secondhand retail store, food pantry, and bagged lunch program at 507 S. Vicentia Avenue. The organization was awarded \$37,800 in American Rescue Plan Act (ARPA) funds from the City to perform various repairs to the building. The property contains a permanent building, which houses the secondhand retail store and a premanufactured modular unit that houses the food pantry. The floor within the modular unit is sinking in certain areas and needs to be removed and reinforced with new flooring to prevent future sinking. Premanufactured modular units are reviewed by the State of California, Housing and Community Development Department (HCD) and inspected by a state inspector. It is unknown at this time if the reinforced flooring repair will be reviewed by HCD or by the City of Corona. The contractor retained by the Settlement House to perform the repair will need to research this and determine which agency will be responsible for the review of the repair. If the City is responsible for review of this repair, The Settlement House would be required to apply and pay for permit fees, according to the prescribed City fee schedule.

ANALYSIS:

The City has an adopted fee schedule for services provided by City staff. The fees are established based on a 100 percent cost recovery model to cover the cost and/or time borne by City personnel to perform requested services. The permit fees collected by the Planning and Development Department include use permit applications, plan check fees associated with building and grading plan reviews, building permits, and special use permits.

ABC Hopes

ABC Hopes requires a Conditional Use Permit (CUP) from the City to operate its organization in the M-2 zone. The CUP is a discretionary application that will require a decision by the Planning and Housing Commission at a public hearing. Additionally, the tenant improvements and assembly space within the interior of the building will require a building permit and possibly a change of occupancy. The fees associated with this request are expected to total approximately \$11,208. The breakdown of the fees is shown in the following table.

Conditional Use Permit (CUP)	\$7,201
Public Advertisement Fee for CUP	\$155
Scanning Fee	\$56
Legal publication Fee	\$85
Environmental Exemption Fee	\$265
County Environmental Processing Fee	\$51

Building Plan Check Fee (approximate cost)	\$2,595
Building Permit Fee (approximate cost)	\$800
Total	\$11,208

Settlement House

It is unknown at this time if the City would be involved in the review of the floor repair and issuance of a building permit in the premanufactured modular unit. However, if the City is the responsible agency, the fees associated with this request are expected to total approximately \$3,300. The breakdown of the fees is shown in the following table.

Building Plan Check Fee (approximate cost)	\$1,300
Building Permit Fee (approximate cost)	\$2,000
Total	\$3,300

Options for Council Consideration

The options provided in this report are intended to assist the City Council as it considers the effect a fee waiver may have on the City and how best to proceed with this request. Staff has prepared a list of pros and cons of each option to assist the City Council in its decision-making process.

Option 1 - Provide a Fee Waiver

This option provides for the waiver of permit fees for ABC Hopes and The Settlement House. Should the Council select this option, a resolution would be presented to the City Council at its next meeting for the official waiver of the fees.

Pros:

- Reduces the overall cost of the permitted projects for ABC Hopes and The Settlement House.
- Provides support to organizations that provide a specialized service to a targeted population within the City.

Cons:

- Loss of revenue that is normally collected for permit services to cover City staff time.
- Staff time on permit requests for these non-profit organizations would be subsidized by the general public by using General Fund revenues instead of the permit fees normally collected.
- Future requests for fee waivers could become a common practice.
- Decisions on the waiver of City fees could become too subjective and make it difficult to remain unbiased. Simply, it is difficult to decide who gets a waiver and who does not.

This option keeps the permit fees at their current full cost recovery rate for ABC Hopes and The Settlement House, as well as all other nonprofit agencies.

Pros:

- Maintains the 100 percent cost recovery model for service delivery and prevents the need for

- a General Fund subsidy of this service.
- Maintains a standard of equity for all nonprofit agencies.

Cons:

- Permit fees may serve as a barrier to development for nonprofit agencies.

FINANCIAL IMPACT:

For option 1, to waive the permit fees for ABC Hopes and Settlement House, there would be an estimated loss of revenue to the City of approximately \$14,508.

For option 2, produce a reduced fee schedule for non-profit organizations in the City, the loss of revenue would need to be calculated based on the direction of Council with regard to the reduction in permit costs, the number of eligible non-profits, and other criteria to be determined.

For option 3, to maintain the status quo, there would be no financial impact to the City.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is an amendment to an existing agreement for a previously approved project. There is no possibility that this action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR



Waiver of Permit Application Fees: ABC Hopes & Settlement House



Joanne Coletta
Planning & Development Director
October 5, 2022

The Ask

Provide staff with direction on the waiver of fees by recommending one of the proposed options presented by staff.





Request from Council Member Richins - Waiver of permit application fees for ABC Hopes and Settlement House

ABC Hopes

- ▷ Non-profit Organization
- ▷ Permits:
 - ▷ Conditional Use Permit
 - ▷ Building Tenant Improvement Plan
 - ▷ Estimated Cost: \$11,208

Settlement House

- ▷ Non-profit Organization
- ▷ Permits:
 - ▷ Building Tenant Improvement Plan
 - ▷ Estimated Cost: \$3,300

Note: Settlement House is a recipient of ARPA Funds in the amount of \$37,800.

OPT. 1

Direct staff to prepare a resolution for the Council's consideration to waive the fees associated with the permits for ABC Hopes & Settlement House

Pros:

- Reduces overall cost for the organizations.
- Organization provides a specialized service to a certain population in the city

Cons:

- Loss of revenue that is normally collected for permit services to cover City staff time.
- Staff time subsidized by the general public by using General Fund revenues instead of the permit fees.
- Future requests for fee waivers could become a common practice.
- Decisions on the waiver of City fees could become too subjective and make it difficult to remain unbiased.

OPT. 2

Direct staff to propose a reduced fee schedule for all non-profit organizations for the City Council's Consideration

Pros:

- Same as Option 1.
- Maintains equality for all non-profit organizations.

Cons:

- Loss of revenue that is normally collected for permit services to cover City staff time.
- Staff time would be subsidized by the general public by using General Fund revenues instead of the permit fees normally collected.

OPT. 3

Maintain the status quo

Pros:

- Maintains the 100% cost recovery for service delivery and prevents the General Fund from subsidizing the cost.
- Maintains equality for all organizations.

Cons:

- Permit fees may be a barrier to the establishment for a non-profit organization.

Discussion

