

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ADVANTEC CONSULTING ENGINEERS, INC.
(RFP 23-075YL DESIGN SERVICES – CITYWIDE TRAFFIC SIGNAL
OPTIMIZATION PROJECT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Advantec Consulting Engineers, Inc., a California corporation with its principal place of business at 1200 Roosevelt, Irvine, CA 92620 (“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 Design Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Citywide Traffic Signal Optimization project (“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 Design Services for Citywide Traffic Signal Optimization 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 August 16, 2023 to April 30, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or

omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two-Hundred Sixteen Thousand Four Hundred Forty Dollars and Zero Cents (\$216,440.00) (“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 involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the “Prevailing Wage Laws” shall be deemed to include such federal wages laws. 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:

Advantec Consulting Engineers, Inc.
1200 Roosevelt
Irvine, CA 92620
Attn: Carlos Ortiz, CEO

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Director

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.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ADVANTEC CONSULTING ENGINEERS, INC.
(RFP 23-075YL DESIGN SERVICES – CITYWIDE TRAFFIC SIGNAL
OPTIMIZATION PROJECT)**

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

CITY OF CORONA

Reviewed By: DocuSigned by:
Justin Tucker
633907D884B14E4...
Justin Tucker
Assistant City Manager

Reviewed By: DocuSigned by:
Savat Khamphou
CB312E179B8E403...
Savat Khamphou
Public Works Director

Reviewed By: DocuSigned by:
Rosalva Ureno
10CCB27F82C94E4...
Rosalva Ureno
City Traffic Engineer

Reviewed By: DocuSigned by:
Scott Briggs
7EA1A220C1F949E...
Scott Briggs
Lead Purchasing Specialist

Attest By:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH ADVANTEC CONSULTING ENGINEERS, INC.
(RFP 23-075YL DESIGN SERVICES – CITYWIDE TRAFFIC SIGNAL
OPTIMIZATION PROJECT)

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

Advantec Consulting Engineers, Inc.
a California corporation

By:  _____
DocuSigned by:
00665E2F454F411...
Carlos Ortiz
CEO

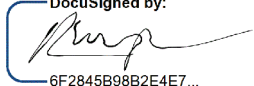
By:  _____
DocuSigned by:
6F2845B98B2E4E7...
Pauline Yip
Secretary

EXHIBIT "A"

SCOPE OF SERVICES

1. Project Description and Background.

The City of Corona has been awarded ARPA federal funding to be used for the Traffic Signal Optimization with Artificial Intelligence and Advanced Cameras project. The overall goal of the project is to deploy advanced technologies that will result in more efficient traffic detection and optimized operation of signalized intersections on City's major arterial corridors. This goal will be accomplished using advanced high-definition hybrid camera/radar sensors, high-resolution traffic data acquisition, and advanced traffic algorithms capable of adapting to changes in traffic conditions. The proposed technology is required to be fully compatible with the City's existing investments in the current Advanced Traffic Management System.

A. Location and Summary of Existing Conditions

The project encompasses over one hundred signalized intersections on the City's major arterial roadway network. These arterial streets include Green River Road, Foothill Parkway, Main Street, Sixth Street, Lincoln Avenue, Ontario Avenue, Magnolia Avenue, McKinley Street, Hidden Valley Parkway, Serfas Club Drive, River Road, and Temescal Canyon Road. The majority of these traffic signal locations are networked to the City's Advanced Traffic Management System (ATMS) located in the City's Traffic Management Center at City Hall. The traffic signal network is almost exclusively comprised of fiber optic cabling allowing high-speed reliable communication to a majority of the City's signal infrastructure.

The City's traffic signal infrastructure is comprised of primarily NEMA TS-1 P44 cabinets with NEMA Advanced Signal Controllers. Few locations in the City's major arterial network utilize Type 332 style cabinets with either 2070 or ATC style signal controllers. Existing vehicle detection is comprised of in-ground inductive loops or various video detection systems.

B. Required Improvements

The required improvements at the associated intersections are comprised of installing pre-configured upgraded vehicle detection, traffic signal computing hardware, and networking hardware. These new devices will be compatible with and configured to interface with the City's ATMS investment for high-resolution traffic data collection and adaptive traffic signal control. The upgraded detection technology will utilize a hybrid system of high-definition cameras combined with radar technology. The network switches shall be industrial-grade, hardened ethernet switches capable of 100mbps/10Gbps fiber optic communications compatible with the City's Network Monitoring System.

Additionally, software upgrades to the City's ATMS will be required to utilize the adaptive signal control technology which includes additional software modules and licensing.

Furthermore, a third-party roadway information data dashboard will be required as a baseline to verify any realized improvements in traffic flow. As a starting point for Adaptive Signal Control, a traffic data collection and synchronization effort must be completed.

In summary, the overall project is comprised of:

- 10 Major Arterial Corridors to be configured for or ready for Adaptive Traffic Signal Control
- Traffic Data Collection and Updated Traffic Signal Timing Coordination Plans (AM, Mid-day, PM)
- Furnish, Installation, Configuration, and Integration of Advanced Hybrid Sensor Video Detection Systems
- Furnish, Installation, Configuration, and Integration of Advanced Traffic Signal Controller
- Furnish, Installation, Configuration, and Integration of Gigabit Edge Network Switch
- Furnish, Configuration, Deployment, and optimization of Adaptive Traffic Signal Algorithm on each identified corridor
- Central Advanced Traffic Management System (ATMS) Software licensing expansion enabling 200 Intersections
- Software licensing for Adaptive Module functionality for identified corridors
- Procurement and Configuration of Citywide Traffic Data Dashboard
- Comprehensive Staff training on the use of detection, adaptive signal control, and traffic data dashboard.

Task Descriptions.

The selected consultant shall achieve the City's Traffic Signal Optimization with Artificial Intelligence and Advanced Cameras project objectives by completing the following tasks:

Task 1: Design and Bid Package

- Project Meetings
 - Kickoff
 - Bi-Weekly Status
 - Project Schedule with Monthly updates
- Field Work / Investigation
 - A brief field survey of each intersection is needed to facilitate the construction drawings needed for the installation of the Video Detection, Traffic Controller, and Network Switch
- Design and Engineering of:
 - Construction Drawings for installation of Video Detection Systems, Traffic Controller, and Network Switches at each location
- Complete Bid Package of:
 - Construction Drawings
 - Detailed Specifications per Greenbook Standards
 - Detailed Engineer's Estimate for furnishing, configuration, installation, integration, and testing of all systems installed as part of the overall scope of work
 - Thorough Bid Schedule, including a schedule of values for lump sum bid items.

Deliverables:

- 30% Conceptual Design Plans (*soft copy in pdf format*)
- 60% PS&E Design Package - (*24"x36" size plans, up to 5 sets, soft copy in pdf format*)
- 90% PS&E Design Package - (*24"x36" size plans, up to 5 sets, soft copy in pdf format*)
- 100% Design Bid Package of Plans, Specifications, Estimates (*24"x36" size plans, 5 sets, soft copy in pdf format*)
- Technical Project Specifications

Task 2: Construction Support

The consultant shall provide design support services to assist the City in the implementation of the construction/installation phase. Tasks include, but are not limited to: City's selected construction contractor's submittal review/approval, responding to RFI's, and resolving any design conflicts/changes.

2. Constraints on the Designer.

The contractor is required to complete the Scope of Work by APRIL 30, 2024.

3. Designer Personnel Requirements.

The Designer is required to have completed similar scopes of work for agencies in Southern California and has experience working with Intelligent Transportation Systems and Traffic Signal Infrastructure.

4. City Responsibilities.

The City will make available any relevant record drawings, studies, etc., to the consultant. The city will designate a Public Works Traffic Engineering contact for project oversight and coordination.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

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

The contractor is required to complete the Scope of Work by APRIL 30, 2024.

EXHIBIT "C" COMPENSATION



Fee Proposal
City of Corona



Design Services for Citywide Traffic Signal Optimization Project, RFP No. 23-075YL

Date: 07/10/2023

Task/ Subtask	Rate	Project Director Carlos Ortiz \$350	Project Manager John Dorado \$290	Task Leader Signal Timing & ATCS Jose Guedes \$250	Task Leader Systems Engineer & Const Support John Cox \$195	Key Support Jonathan Delgado \$175	Key Support Madeleine Ortiz \$175	Support (Signal Timing & ATCS) Ryan Miller \$155	Support Bryan Elenes \$175	Support Associate Engineer \$140	Support Assistant Engineer \$120	ADVANTEC Total Hours	Total Cost
1 Design and Bid Package													
1.1		4	28	4	8		8					52	\$13,480
1.2			4		16	40	48			80	80	268	\$40,480
1.3			8		8		20			80	120	236	\$32,980
1.4			40	24	56	72	112		56	116	136	612	\$103,080
			24		24	64	64		56	100	120	452	\$72,240
			12	24	24		40					100	\$21,160
			4		8	8	8			16	16	60	\$9,680
2 Construction Support													
2.1			16	16	28		24	40			16	140	\$26,420
Total Hours		4	96	44	116	112	212	40	56	276	352	1308	
Total Cost		\$ 1,400	\$ 27,840	\$ 11,000	\$ 22,620	\$ 19,600	\$ 37,100	\$ 6,200	\$ 9,800	\$ 38,640	\$ 42,240		\$216,440.00
<i>We acknowledge that "other direct costs" will be included in our hourly rates and no additional charges will be included.</i>													
TOTAL FEE (Not-To-Exceed)													\$216,440.00

**EXHIBIT "C"
COMPENSATION**



ADVANTEC Consulting Engineers

EXHIBIT "C" COMPENSATION

Hourly Rates

Effective January 2023

<u>Classification</u>	<u>Rate</u>
Project Director	\$350 / hour
Senior Project Manager VIII	\$290 / hour
Senior Project Manager VII	\$250 / hour
Project Manager/ Senior Engineer VI	\$220 / hour
Project Manager/ Engineer V-3	\$195 / hour
Project Manager/ Engineer V-2	\$175 / hour
Project Manager/ Engineer V-1	\$155 / hour
Associate Engineer IV	\$140 / hour
Associate Engineer III	\$130 / hour
Assistant Engineer II	\$120 / hour
Assistant Engineer I	\$110 / hour
Administrative III	\$130 / hour
Administrative II	\$110 / hour
Administrative I	\$ 90 / hour

Direct Costs

Effective January 2023

Mileage	Current Rate per IRS
In House Plotting (Mylar)	\$20.00 per D-size sheet
In House Plotting (Bond)	\$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

**EXHIBIT “D”
FEDERAL REQUIREMENTS**

5. Funding and Special Conditions

This project is funded by American Rescue Plan Act of 2021 Funds (ARPA), U.S. Department of Treasury Final Rule. Consultant and all subconsultants shall comply with all applicable federal state laws, rules, regulations and permits pursuant to the ARPA funding requirements. **All project work, including construction contracts, must be completely encumbered by October 31, 2024.**

- a. Contracting with Small and Minority Businesses, Women’s Businesses and Labor Surplus Area. Consultant and its subconsultants must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
- i. Placing qualified small and minority owned businesses and women’s business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the consultant, if subcontracts are to be let, take the affirmative steps listed in paragraphs i. through v. of this section.
- b. Debarment and Suspension. The requirements set forth in 2 CFD Part 180 and 2 CFR Part 3000 are incorporated herein by reference. Consultant is required to verify that none of the Consultant’s principals (defined at 2 CFR § 189.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). Consultant and its subconsultants must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any subcontract or lower tier covered transaction it enters into. Consultant shall sign and return with their proposal the Debarment and Suspension Certification Form included in Appendix A.

- c. New Restrictions on Lobbying. Consultant and its subconsultants shall comply with all applicable requirements of 43 CFR 18, New Restrictions on Lobbying. Consultant shall sign and return with their proposal, the New Restrictions on Lobbying Certification form included in Appendix B.
- d. System for Award Management (SAM) and Universal Identifier Requirements. Consultant and its subconsultants shall obtain a unique entity identifier and be registered in SAM (SAM.gov/content/entity-registration) prior to submitting a proposal. Consultant shall sign and return with their proposal the System for Award Management (SAM) Registration and Universal Identifier Numbering System Form included in Appendix A.
- e. Procurement of Recovered Materials. Consultant and its subconsultants shall comply with the applicable requirements set forth in Section 6002 of the Solid Waste Disposal Act. Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired either, (1) competitively within a timeframe providing for compliance with the Agreement performance schedule; (2) meeting Agreement performance requirements; or (3) at a reasonable price.
- f. Domestic Preferences for Procurements. Consultant and its subconsultants shall comply with all applicable requirements of 2 CFR 200.322 domestic preferences for procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent possible provide a preference for the purchase, acquisition, or use of goods, products, or materials in the United States. This includes, but is not limited to iron, aluminum, steel, cement and other manufactured products.
- g. Clean Air Act. The requirements set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- h. Federal Water Pollution Control Act. The requirements set forth in the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Federal Water Pollution Control Act. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds.
- i. Access to Records. Consultant agrees to provide City and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Consultant

agrees to permit any of the foregoing parties to reproduce by any means whatsoever or copy excerpts and transcriptions as reasonably needed.

- j. Reporting Requirements. Upon execution of this Agreement and until three years following final disbursement, Consultant and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.
- k. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Consultant and its subcontractors shall comply with all applicable requirements of 2 CFR 200.216 prohibition on certain telecommunications and video surveillance services or equipment from certain entities for national security reasons. Unless an exception applies, Consultant and its subcontractors may not use federal assistance grant, cooperative agreement, loan or loan guarantee funds to procure any equipment, system or service or enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Pursuant to Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities

CONSULTANT'S SAFETY RECORD

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

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):

0 Serious 0 Willful 0 Repeat 0 Other 0 Unclass 0 Total

ADVANTEC Consulting Engineers, Inc.

Firm Name (Print)



Signature

Carlos A. Ortiz, Chief Executive Officer

Name and Title (Print)

July 10, 2023

Date

DEBARMENT AND SUSPENSION CERTIFICATION

EXECUTIVE ORDERS 12549 AND 12689

The undersigned certifies, to the best of his or her knowledge and belief, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency or by the State of California and at all times during the term of the Contract that neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or by the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. If it is later determined that the consultant did not comply with 2 C.F.R. 180, in addition to remedies available to ADVANTEC Consulting Engineers, Inc., the BOR may pursue available remedies, including but not limited to suspension and/or debarment.

Consultant agrees to comply with the requirements of 2 C.F.R. 180 while the contract is valid and agrees to include a provision requiring such compliance in its lower tier covered transactions.



 Signature
 Carlos A. Ortiz

 Typed or Printed Name
 Chief Executive Officer

 Title
 ADVANTEC Consulting Engineers, Inc.

 Consultant
 July 10, 2023

 Date

Not Applicable to ADVANTEC Consulting Engineers, Inc.

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C 1352

1. Type of Federal Action: <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned	13. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-Time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: _____		
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____


NEW RESTRICTIONS ON LOBBYING CERTIFICATION

(TO BE EXECUTED BY CONSULTANT)

Pursuant to 43 CFR 18, New Restrictions on Lobbying, Consultant hereby certifies, to the best of its knowledge and belief, that:

- (a) No Federal funds have been paid or will be paid, by or on behalf of the Consultant and its subcontractors, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Consultant acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure to file. Consultant further acknowledges that if Consultant knowingly submits an erroneous certification, may result in termination of the contract for cause or default, or pursuance of legal remedies.



 Signature
 Carlos A. Ortiz

 Typed or Printed Name
 Chief Executive Officer

 Title
 ADVANTEC Consulting Engineers, Inc.

 Consultant
 July 10, 2023

 Date

**SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
AND UNIVERSAL IDENTIFIER NUMBERING SYSTEM**

(SAM/Unique Entity Identifier Number Form)

Contractors must maintain current registrations in the System for Award Management registry ([SAM.gov | Home](http://SAM.gov)). A Unique Entity Identifier number is required ([SAM.gov | Entity Registrations](http://SAM.gov)). The lowest responsive, responsible bidder and each of its subcontractors must be registered with SAM prior to award of contract.

Registered in System for Award Management (SAM)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
What is your firm's Unique Entity Identifier number?	<u>INC-GSAFSD7954007</u>

THIS FORM TO BE COMPLETED PRIOR TO BID OPENING AND SUBMITTED WITH RFP