



March 20, 2018

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No.**

## **SECTION I**

### **INVITATION**

The City of Corona Department of Water and Power (“City”) invites bids from qualified vendors for:

#### **Chemical and Bacteriological Laboratory Analysis**

Please read this entire RFP package, paying particular attention to due dates, the Instructions to Consultants, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms, and must be signed by an authorized agent of the offering company, in order to be considered responsive.

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

- |   |                              |
|---|------------------------------|
| 1. Issue RFP                              | March 20, 2018               |
| 2. Advertise in Sentinel Weekly           | March 23, 2018               |
| 3. Written Questions from Consultants Due | March 30, 2018               |
| 4. Responses from City Due                | April 9, 2018                |
| 5. Bids Due (Time & Date)                 | April 17, 2018 at 10:00 a.m. |
| 6. Bid Evaluation Completed               | May 3, 2018                  |
| 7. Successful Consultant Selection        | May 3, 2018                  |
| 8. Council Award of Bid(s)                | June 6, 2018                 |

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## **SECTION II.**

### **RFP INSTRUCTIONS**

#### **A. Pre-Bid Meeting**

Not Applicable

#### **B. Examination of Proposal Documents**

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the items required under this RFP and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that a "No Offer" is considered a response.

#### **C. Addenda**

Substantive City changes to the requirements contained herein will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction or communication.

#### **D. Clarifications**

##### **1. Examination of Documents**

Should a Consultant require clarifications of this RFP, the Consultant shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City's website: <https://www.coronaca.gov>

##### **2. Submitting Requests**

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than **March 30, 2018**, and must be emailed to Jennifer Talley at [Jennifer.Talley@CoronaCA.gov](mailto:Jennifer.Talley@CoronaCA.gov). Inquiries received after this date and time will not be accepted. It is the sole

responsibility of Contractor to call (951) 279-3531 to ensure that all written questions, clarifications or comments were received by the City.

**3. City Responses**

It is the responsibility of Consultants to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

**E. Submission of Proposals**

**1. Date and Time**

All proposals are to be submitted to City of Corona, Attention: Jennifer Talley. no later than **April 17, 2018 at 10:00 a.m.** Proposals received after this date and time shall be rejected by the City as non-responsive (NO EXCEPTIONS).

**2. Address**

Proposals shall be addressed as follows:

City of Corona Administrative Services Department  
Attn: Jennifer Talley  
400 S. Vicentia Ave., Ste. 320  
Corona, CA 92882

Proposals may be delivered in person to the Purchasing Division, at the address above.

***Proposals shall not be sent via e-mail or fax.***

**3. Identification of Proposals**

Consultant shall submit a proposal package consisting of:

- a. Bid/Price Form
- b. Information Required of Consultants
- c. Client Reference/Experience Statement
- d. Subcontractor's List
- e. OSHA Documentation Print Out
- f. Consultant Certifications
  - 1) SWRCB Environmental Laboratory Accreditation Program (ELAP)
  - 2) National Environmental Laboratory Accreditation Program (NELAP)
  - 3) DMR-QA37 Study Results

- 4) US EPA Proficiency Evaluation Results
- g. Electronic Reporting Capability List
- h. Driving Distance Documentation
- i. Consultant Availability Certification
- j. Non-Collusion Declaration
- k. Consultant's Acknowledgement of Terms and Conditions
- l. Consultant's Statement of Past Contract Disqualifications
- m. Local Consultant Preference Statement

#### **4. Identification of Bids**

Consultant shall submit a bid package consisting of:

- a) a **signed original and one (1) electronic copy** of its bid (c.d., thumb drive, etc.), and
- b) a completed and signed **sealed** Price Form.

The bid package shall be addressed as shown in Section II.F.2 above, bearing the Consultant's name and address and clearly marked as follows:

### **“RFP No. 18-032JT Chemical and Bacteriological Laboratory Analysis”**

#### **5. Acceptance of Proposals**

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

#### **F. Pre-Contractual Expenses**

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

- 1. preparing its proposal in response to this RFP;
- 2. submitting that proposal to City;
- 3. negotiating with City any matter related to this proposal; or

4. any other expenses incurred by the Consultant prior to date of award, if any, of the Agreement.

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

**G. Contract Award**

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP. **The City reserves the right to apportion the award among two or more Consultants.**

**H. Acceptance of Order**

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

**I. City of Corona Business License**

The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

**J. Prevailing Wage**

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

**K. Public Records**

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section

6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

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

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

To insure confidentiality, proposers are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

### **SECTION III.**

#### **EVALUATION AND AWARD**

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

#### **A. EVALUATION CRITERIA**

##### **1. Qualifications of Firm - 30%**

Strength and stability of the firm; strength, stability, experience and technical competence of sub-consultants; logic of project organization; adequacy of labor commitment.

##### **2. Qualifications of Personnel - 25%**

Qualifications, education and experience of project staff; key personnel's level of involvement in performing related work.

##### **3. Related Experience - 30%**

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

##### **4. Completeness of Response - 10%**

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.

##### **5. Reasonableness of Cost and Price - 5%**

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

#### **B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a “short list” and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates’ places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

**C. AWARD**

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

If the City elects to proceed, final selection of consultants for interview and notification for interviews is expected to occur on or about May 3, 2018. The City anticipates making final selections and awards on or about May 3, 2018.

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



## **SECTION IV.**

### **SCOPE OF WORK**

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

#### **Background**

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

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

The scope of work shall include Chemical and Biological Laboratory tests of the analyses and species indicated in each of the four categories listed below.

- III-A Water Production (Potable Water)
- III-B Water Reclamation Facilities (Wastewater)
- III-C Storm Water

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

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

Consultant shall be responsible for submitting the required analytical results directly to the SWRCB database in digital, electronic form via EDT ensuring that all data reporting is on time, correct, and accepted by the SWRCB, and Consultant shall be responsible for electronically transmitting the download of analytical results into the City's WIMS database via EDD, ensuring that all data reporting is on time and correct. Exceptions reports, including but not limited to, at or above MCL chemical test results, presumptive positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.

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

Consultant's laboratory shall be located within a one hundred (100) mile driving distance of the City. Consultant is expected to provide a dedicated experienced project manager for all City projects and provide responses to emails and phone calls in a timely manner. If the primary project manager is unavailable, an equally qualified back-up project manager is expected to be made available.

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

1. Method of analysis
2. Detection and Reporting limits

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

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

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

All prices are to be firm fixed for a period of one year with five (5) one-year option renewals. Optional renewal periods shall be negotiated prior to the commencement of any additional one-year period. Price adjustments for each option year renewal will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics

Consumer Price Index “All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price negotiation shall apply to each extension period exercised.

All unit costs for each line item price entered on the Bid Schedule must include sample containers, preservatives, ice chests, labels, plastic zip lock bags, pickup, delivery, testing, reporting and any ancillary costs required to complete the work.

Consultant shall include a per trip up-charge for sample pick up for other than regularly scheduled business hours in the spaces indicated on the Bid Schedule.

From time to time, the City may require Rush Analysis, and Consultant shall provide up-charges for Rush Analysis for each constituent (less than 10 working days) in the spaces indicated on the Bid Schedule.

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

### **III-A WATER PRODUCTION**

#### **Perform Chemical & Bacteriological Analysis for Potable Water Quality Samples**

Perform chemical and bacteriological analysis of potable water samples for the City's Water Production Division. All potable water samples will be collected and labeled by the City and shall be picked up and transported by Consultant from a designated location in the City. All analyses shall be conducted in accordance with the specifications in Attachment "A".

1. Successful Consultant shall provide all ice chests for sample transportation, sample containers with required preservatives, labels, plastic zip lock bags, and any special sampling instructions required for these analyses.
2. Analyses shall be performed in accordance with all Federal, State, County and EPA requirements. Consultant shall be certified by the SWRCB, pursuant to Section 116390, Health and Safety Code for performing contracted analysis; the Consultant must also meet the criteria in section 100825 of the California Health and Safety Code. Consultants must also be certified in NELAP. All subcontractors, if any, to be used during the term of the contract must be identified with their list of qualifications, certification, and representative experience.
3. The results of all analyses shall be reported (three reports required) within a reasonable period of time, not to exceed ten (10) working days except for nitrate and bacteriological test reports which shall follow paragraph (b.) below. The City requires electronic data transfer.
  - a. Consultant shall (1) submit the required analytical results directly to the SWRCB database in digital, electronic form via EDT ensuring that all data reporting is on time, correct, and accepted by the SWRCB, and (2) electronically transmit via EDD, the analytical results into the City's WIMS database, ensuring that all data reporting is correctly formatted for download, on time and correct, and (3) an electronically downloadable laboratory report with all required analytical results, detection and reporting limits, field data, QA/QC data, chain of custody, flag legend and folder comments.
  - b. Additional electronic reporting to SWRCB databases may be required for specific constituents such as lead and copper and PFC's.
  - c. Exceptions reports including, but not limited to, at or above MCL chemical test results, presumptive positive bacteriological tests, and other anomalies shall be phoned in and e-mailed to the City as soon as they are known.
  - b. Nitrate and Bacteriological Samples will be set up on the date received by Consultant. Results shall be posted electronically and available to the City within six (6) hours of test completion.

4. Consultant shall not invoice City for any results reported after 45 calendar days from the sample date unless Consultant has requested and received prior written approval from City.
5. **EMERGENCY ACTION PLAN.** Successful Consultant shall assure its ability to provide water quality testing at 100% availability during the term of the contract. This would include performance at times when other services may be disrupted due to natural or unexpected occurrences. The Successful Consultant shall provide an Emergency Action Plan that will assure this criterion to the satisfaction of the City. This plan should include, but is not limited to, the following features: separate back up communication equipment; principals' emergency telephone numbers; back up mobile water testing; emergency power; reserve supplies/resources; and on-call, expedient testing during emergency situations.
6. **MAXIMUM CONTAMINANT LEVEL (MCL).** The Successful Consultant shall notify the City by telephone and e-mail within six (6) hours, Monday through Sunday, after determining that any result exceeds an MCL or requires resampling according to State or Federal standards.
  - a. Consultant shall review and verify all sample values greater than or equal to 80% of Maximum Contaminate Level, unless past history indicates otherwise, before sending results.
  - b. Consultant shall notify the City by telephone within six (6) hours after determining that any bacteriological sample is coliform positive. Said sample must be analyzed to determine whether fecal coliform is present. The Consultant shall notify the City by telephone within six (6) hours after determining that any sample is present for fecal coliform.
7. **ANALYTICAL QUALITY CONTROL.** The Successful Consultant must maintain a formal internal quality assurance program by means of spikes, duplicates, etc., and this program must be maintained for periodic inspection by the City. The successful Consultant must also provide the City with a monthly report on the extent and results of the internal quality control program. The form of the monthly quality control report will be mutually agreed upon by the Successful Consultant and the City.

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

- a. **ACCURACY.** From time to time the City may prepare and submit for analysis to the successful Consultant, without prior notification or identification as such, water of previously known composition. Unsatisfactory reports on the composition of such water may be cause for cancellation of this contract by the City.
- b. **PRECISION.** From time to time, the City may submit to the Successful Consultant, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by known factor of

established volumetric dilution. Unsatisfactory replicated analyses may be cause for cancellation of this contract by the City.

8. **RECORDS AND REPORTS.** Consultant shall maintain a file of data sheets; data shall be filed alphanumerical under the identifying name of the same as assigned by the City.
9. **SAMPLE CONTAINERS.** Unused portions of water samples will be retained by Consultant, in the containers in which they were delivered by the City to Consultant, for a minimum period of two (2) weeks following transmittal of report of analysis to the City in case a repeat analysis is required.
10. **WARRANTY OF FEE SCHEDULE.** The Successful Consultant agrees to provide timely service to the City under the fee schedule set forth in this contract, unless the agreement is terminated as provided herein.
11. **CERTIFICATION.** Each Consultant shall be certified by the State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and National Environmental Laboratory Accreditation Program (NELAP) and must provide proof of Certification with their Bid as well as maintain the Certification throughout the duration of the agreement. Each Consultant shall also include with their Bid, their most recent drinking water Proficiency Evaluation (PE) results as approved by USEPA. Consultants shall have achieved acceptable identification and qualification rates of 85% or better.
12. **SUBCONTRACTORS.** Consultant shall not subcontract more than twenty percent (20%) of the total awarded contract. If Consultant utilizes subcontractors, Consultant shall provide, with their Bid, a list of proposed subcontractors and the analyses to be performed by each named subcontractor. All subcontractors used to perform laboratory analyses shall meet all of the same minimum requirements as the prime Consultant. Consultant shall include, with their bid, each subcontractor's ELAP and NELAP, and USEPA certifications and most recent drinking water P.E. results as approved by USEPA.
13. **ALTERNATE METHODS OF ANALYSIS.** If Consultant chooses to propose an alternate method of analysis from that specified, the alternate method shall conform to appropriate regulatory standards. The alternate method shall be clearly indicated for each line item on the Bid Schedule. By signing the Bid Form, Consultants certify that proposed alternate methods conform to regulatory requirements.

### III-B WATER RECLAMATION

#### Perform Chemical & Bacteriological Analysis of Wastewater Samples

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

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

6. Consultant shall not invoice City for any results reported after 45 calendar days from the sample date unless Consultant has requested and received prior written approval from City.
7. **EMERGENCY ACTION PLAN.** Successful Consultant shall assure its ability to provide water quality testing at 100% availability during the term of the contract. This would include performance at times when other services may be disrupted due to natural or unexpected occurrences. The Successful Consultant shall provide an Emergency Action Plan that will assure this criterion to the satisfaction of the City. This plan should include, but is not limited to, the following features: separate back up communication equipment; principals' emergency telephone numbers; back up mobile water testing; emergency power; reserve supplies/resources; and on-call, expedient testing during emergency situations.
8. **ANALYTICAL QUALITY CONTROL.** The Successful Consultant must maintain a formal internal quality assurance program by means of spikes, duplicates, etc., and this program must be maintained for periodic inspections by the City. The Successful Consultant must also provide the City with a monthly report on the extent and results of the internal quality control program. The form of the monthly quality control report will be mutually agreed upon by the Consultant and the City.
  - a. **ACCURACY.** From time to time the City may prepare and submit for analysis to the successful Consultant, without prior notification or identification as such, wastewater of previously known composition. Unsatisfactory reports on the composition of such wastewater may be cause for cancellation of this contract by the City.
  - b. **PRECISION.** From time to time, the City may submit to the Successful Consultant, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by known factor of established volumetric dilution. Unsatisfactory replicated analyses may be cause for cancellation of this contract by the City.
9. **RECORDS AND REPORTS.** Consultant shall maintain a file of data sheets; data shall be filed alphanumerical under the identifying name of the same as assigned by the City.
10. **SAMPLE CONTAINERS.** Unused portions of wastewater samples shall be retained by Consultant, in containers in which they were picked up by Consultant, for a minimum period of two weeks following transmittal of report of analysis to the City in case a repeat analysis is required.
11. **WARRANTY OF FEE SCHEDULE.** The Successful Consultant agrees to provide timely service to the City under the fee schedule set forth in this contract, unless the agreement is terminated as provided herein.



12. **CERTIFICATION.** Each Consultant shall be certified by the State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and National Environmental Laboratory Accreditation Program (NELAP) and must provide proof of Certification with their Bid as well as maintain the Certification throughout the duration of the agreement. Each Consultant shall also include with their bid, their most recent wastewater Proficiency Evaluation (PE) results as approved by USEPA. Consultants shall have achieved acceptable identification and qualification rates of 85% or better.
13. **SUBCONTRACTORS.** Consultant shall not subcontract more than twenty percent (20%) of the total awarded contract. If Consultant utilizes subcontractors, Consultant shall provide, with their Bid, a list of proposed subcontractors and the analyses to be performed by each named subcontractor. All subcontractors used to perform laboratory analyses shall meet all of the same minimum requirements as the prime Consultant. Consultant shall include, with their bid, each subcontractor's ELAP and NELAP and USEPA certifications and most recent wastewater P.E. results as approved by USEPA.
14. **ALTERNATE METHODS OF ANALYSIS.** If Consultant chooses to propose an alternate method of analysis from that specified, the alternate method shall conform to appropriate regulatory standards. The alternate method shall be clearly indicated for each line item on the Bid Schedule. By signing the Bid Form, Consultants certify that proposed alternate methods conform to regulatory requirements.

### **III-C STORM WATER**

#### **Perform Chemical & Bacteriological Analysis of Storm Water Samples**

Perform chemical analysis of storm water samples for the City. All storm water samples will be collected by the City and shall be picked up and transported by Consultant from a designated location in the City.

1. All sample preservation and analysis shall be conducted in accordance with the specifications in Attachment "B".
2. Successful Consultant shall provide all ice chests, sample containers and glassware with preservatives, and labels in accordance with 40 CFR 136 and with any special sampling instructions required for these analyses.
3. Analysis shall be performed in accordance with 40 CFR 136 and meet all State and EPA requirements for the analyses of storm water. Consultant shall be certified by the State Water Resources Control Board, pursuant to Section 100825-100920, Health and Safety Code for performing contracted analyses and shall meet the criteria in section 100825-100920, California Health and Safety Code. All subcontractors, if any, to be used during the term of the contract must be identified with their list of qualifications, certification, and representative experience.

4. All analyses shall be completed within the allowable holding times listed in 40 CFR 136.3, Table II, not to exceed ten (10) working days.
5. The results of all analyses shall be reported electronically within a reasonable period of time, not to exceed ten (10) calendar days after sample date. The City requires one (1) electronically downloadable laboratory report with all required analytical results, detection and reporting limits, field data, QA/QC data, chain of custody, flag legend and folder comments.
6. All analysis reports shall include MDL and RL
  - a. All analysis reports shall state sampler, sample location, identification, received date, and test date.
7. Consultant shall not invoice City for any results reported after 45 calendar days from the sample date unless Consultant has requested and received prior written approval from City.
8. **EMERGENCY ACTION PLAN.** Successful Consultant shall assure its ability to provide water quality testing at 100% availability during the term of the contract. This would include performance at times when other services may be disrupted due to natural or unexpected occurrences. The Successful Consultant shall provide an Emergency Action Plan that will assure this criterion to the satisfaction of the City. This plan should include, but is not limited to, the following features: separate back up communication equipment; principals' emergency telephone numbers; back up mobile water testing; emergency power; reserve supplies/resources; and on-call, expedient testing during emergency situations
9. **ANALYTICAL QUALITY CONTROL.** The Successful Consultant must maintain a formal internal quality assurance program by means of spikes, duplicates, etc., and this program must be maintained for periodic inspections by the City. The Successful Consultant must also provide the City with a monthly report on the extent and results of the internal quality control program. The form of the monthly quality control report will be mutually agreed upon by the Consultant and the City.
  - a. **ACCURACY.** From time to time the City may prepare and submit for analysis to the Successful Consultant, without prior notification or identification as such, wastewater of previously known composition. Unsatisfactory reports on the composition of such wastewater may be cause for cancellation of this contract by the City.
  - b. **PRECISION.** From time to time, the City may submit to the Successful Consultant, without prior notification or identification as such, two or more samples of identical composition, or differing in composition by known factor of established volumetric dilution. Unsatisfactory replicated analyses may be cause for cancellation of this contract by the City.

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

## Attachment “A”

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

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

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

### §64432. Monitoring and Compliance--Inorganic Chemicals.

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

(b) Unless directed otherwise by the State Board, each community and nontransient-noncommunity water system shall initiate monitoring for an inorganic chemical within six months following the effective date of the regulation establishing the MCL for the chemical and the addition of the chemical to table 64431-A. If otherwise performed in accordance with this section, groundwater monitoring for an inorganic chemical performed no more than two years prior to the effective date of the regulation

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

<i>Chemical</i>	<i>Detection Limit for Purposes of Reporting (DLR) (mg/L)</i>
Aluminum	0.05
Antimony	0.006
Arsenic	0.002
Asbestos	0.2 MFL>10um*
Barium	0.1
Beryllium	0.001
Cadmium	0.001
Chromium	0.01
Cyanide	0.1
Fluoride	0.1
Mercury	0.001
Nickel	0.01
Nitrate (as nitrogen)	0.4
Nitrite (as nitrogen)	0.4
Perchlorate	0.004
Selenium	0.005
Thallium	0.001

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

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

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

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

(2) If any inorganic chemical is detected in the composite sample at a level equal to or greater than one fifth of the MCL, a follow-up sample shall be analyzed within 14 days from each sampling site included in the composite for the contaminants

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**Article 5. Radioactivity**

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

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

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

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

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

(1) Monitor at each water source, or every entry point to the distribution system that is representative of all sources being used under normal operating conditions; conduct all monitoring at the same sample site(s) unless a change is approved by the State Board, based on a review of the system and its historical water quality data;

(2) For quarterly monitoring, monitor during the same month (first, second or third) of each quarter during each quarter monitored;

(3) By December 31, 2007, complete initial monitoring that consists of four consecutive quarterly samples at each sampling site for each radionuclide in table 64442, except that nontransient-noncommunity water systems shall not be required to monitor radium-228 as a separate analyte, but shall monitor for compliance with the combined

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**Article 5.5. Primary Standards -- Organic Chemicals**

**§64444. Maximum Contaminant Levels – Organic Chemicals.**

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

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

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



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

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

\*MCL is for either a single isomer or the sum of the isomers.



**§64445.1. Repeat Monitoring and Compliance – Organic Chemicals.**

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

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

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

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<i>Chemical</i>	<i>Detection Limit for Purposes of Reporting (DLR)(mg/L)</i>
Trichlorofluoromethane . . . . .	0.005
1,1,2-Trichloro-1,2,2-Trifluoroethane . . . . .	0.01
(b) SOC's	
Alachlor. . . . .	0.001
Atrazine. . . . .	0.0005
Bentazon. . . . .	0.002
Benzo(a)pyrene. . . . .	0.0001
Carbofuran. . . . .	0.005
Chlordane. . . . .	0.0001
2,4-D. . . . .	0.01
Dalapon. . . . .	0.01
Dibromochloropropane (DBCP). . . . .	0.00001
Di(2-ethylhexyl)adipate. . . . .	0.005
Di(2-ethylhexyl)phthalate. . . . .	0.003
Dinoseb. . . . .	0.002
Diquat. . . . .	0.004
Endothall. . . . .	0.045
Endrin. . . . .	0.0001
Ethylene dibromide (EDB). . . . .	0.00002
Glyphosate. . . . .	0.025
Heptachlor. . . . .	0.00001
Heptachlor epoxide. . . . .	0.00001
Hexachlorobenzene. . . . .	0.0005
Hexachlorocyclopentadiene. . . . .	0.001
Lindane. . . . .	0.0002
Methoxychlor. . . . .	0.01
Molinate. . . . .	0.002
Oxamyl. . . . .	0.02
Pentachlorophenol. . . . .	0.0002
Picloram. . . . .	0.001
Polychlorinated biphenyls (PCBs) (as decachlorobiphenyl). . . . .	0.0005
Simazine. . . . .	0.001
Thiobencarb. . . . .	0.001
Toxaphene. . . . .	0.001
1,2,3-Trichloropropane . . . . .	0.000005
2,3,7,8-TCDD (Dioxin). . . . .	5 x 10 <sup>-9</sup>
2,4,5-TP (Silvex). . . . .	0.001

(b) When organic chemicals are not detected pursuant to table 64445.1-A.

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**Article 16. Secondary Drinking Water Standards**

**§64449. Secondary Maximum Contaminant Levels and Compliance.**

(a) The secondary MCLs shown in Tables 64449-A and 64449-B shall not be exceeded in the water supplied to the public by community water systems.

**Table 64449-A  
Secondary Maximum Contaminant Levels  
“Consumer Acceptance Contaminant Levels”**

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

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

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

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

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

**§64533. Maximum Contaminant Levels for Disinfection Byproducts.**

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

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

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

<sup>1</sup> For analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0

(b) A system installing GAC, membranes, or other technology to limit disinfectant byproducts to comply with this section may apply to the State Board for an extension up to December 31, 2003. Applications for extensions shall include the results of disinfection byproduct monitoring, a description of the technology being installed and how it is expected to affect future disinfection byproduct levels, and a proposed schedule for compliance. If granted an extension, a system shall meet the schedule and interim treatment and monitoring requirements established by the State Board.

**MINIMUM LEVELS IN PPB ( $\mu$  g/l)**

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

***Selection and Use of Appropriate ML Value:***

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

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

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

**MINIMUM LEVELS IN PPB ( $\mu$  g/l)**

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

**MINIMUM LEVELS IN PPB ( $\mu$  g/l)**

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

Table 2c -INORGANICS <sup>4</sup>	FAA	GFAA	ICP	ICPMS	SPGF AA	HYDRIDE	CVAA	COLOR	DCP
Antimony	10	5	50	0.5	5	0.5			1000
Arsenic		2	10	2	2	1		20	1000
Beryllium	20	0.5	2	0.5	1				1000
Cadmium	10	0.5	10	0.25	0.5				1000
Chromium (total)	50	2	10	0.5	1				1000
Chromium VI	5							10	
Copper	25	5	10	0.5	2				1000
Lead	20	5	5	0.5	2				10000
Mercury				0.5			0.2		
Nickel	50	5	20	1	5				1000
Selenium		5	10	2	5	1			1000
Silver	10	1	10	0.25	2				1000
Thallium	10	2	10	1	5				1000
Zinc	20		20	1	10				1000
Cyanide								5	

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

<sup>3</sup> Phenol by colorimetric technique has a factor of 1

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

<i>Table 2d - PESTICIDES - PCBs<sup>5</sup></i>	<i>GC</i>
<i>Aldrin</i>	<i>0.005</i>
<i>alpha-BHC</i> (a-Hexachloro-cyclohexane)	<i>0.01</i>
<i>b&amp;te-BHC</i> (b-Hexachloro-cyclohexane)	<i>0.005</i>
<i>Gamma-BHC</i> (Lindane; g-Hexachloro-cyclohexane)	<i>0.02</i>
<i>De\ tSL-BHC</i> (d-Hexachloro-cyclohexane)	<i>0.005</i>
<i>Chlordane</i>	<i>0.1</i>
<i>4,4'-DDT</i>	<i>0.01</i>
<i>4,4'-DDE</i>	<i>0.05</i>
<i>4,4'-DDD</i>	<i>0.05</i>
<i>Dieldrin</i>	<i>0.01</i>
<i>Alpha-Endosulfan</i>	<i>0.02</i>
<i>Beta-Endosulfan</i>	<i>0.01</i>
<i>Endosulfan Sulfate</i>	<i>0.05</i>
<i>Endrin</i>	<i>0.01</i>
<i>Endrin Aldehyde</i>	<i>0.01</i>
<i>Heptachlor</i>	<i>0.01</i>
<i>Heptachlor Epoxide</i>	<i>0.01</i>
<i>PCB 1016</i>	<i>0.5</i>
<i>PCB 1221</i>	<i>0.5</i>
<i>PCB 1232</i>	<i>0.5</i>
<i>PCB 1242</i>	<i>0.5</i>
<i>PCB 1248</i>	<i>0.5</i>
<i>PCB 1254</i>	<i>0.5</i>
<i>PCB 1260</i>	<i>0.5</i>
<i>Toxaphene</i>	<i>0.5</i>

**Techniques:**

GC - Gas Chromatography

GCMS - Gas Chromatography/Mass Spectrometry

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

LC - High Pressure Liquid Chromatography

FAA - Flame Atomic Absorption

GFAA - Graphite Furnace Atomic Absorption

HYDRIDE - Gaseous Hydride Atomic Absorption

CVAA - Cold Vapor Atomic Absorption

ICP - Inductively Coupled Plasma

ICPMS - Inductively Coupled Plasma/Mass Spectrometry

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

DCP - Direct Current Plasma

COLOR - Colorimetric

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



## Attachment "C"

### WRF1, WRF2 and WRF3 Triggers

City of Corona, Department of Water & Power  
Water Reclamation Facility No. 1

Order No. R8-2012-0008  
NPDES No. CA8000383

#### ATTACHMENT I – TRIGGERS FOR MONITORING PRIORITY POLLUTANTS

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

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

See notes below for italicized constituents.

**ATTACHMENT I. -Continued**

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

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

**Notes:**

1. For constituents not shown italicized, the values shown in the Table are fifty percent of the most stringent applicable receiving water objectives (freshwater or human health (consumption of water and organisms) as specified for that pollutant in 40 CFR 131.38<sup>1</sup>).
2. For constituents shown bold and italicized, the values shown in the Table are based on the California Department of Health Services maximum contaminant levels (MCLs) or Notification Level. Notification Level based trigger is underlined.
3. For hardness dependent metals, the hardness value used is 120 mg/L and for pentachlorophenol, the pH value used is 7.5 standard units

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

**Attachment G – Pollutant Monitoring Trigger List**

**Table 1**

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

**Table 1**

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

**Table 1**

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

**Table 2**

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

## Attachment "D" Potable Water Sampling Schedule

### Well Sampling Schedule City of Corona

City of Colorado		Column #	Analyses Required																																								
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38			
Wells		Total Cr Residual	Weekly bac'd Plate Chl. Resid.	B-Monthly Nitrate	Mthly Coliform MPN & HPC	Mthly Coliform PA & HPC	Monthly TSS	Monthly TOC	Monthly Manganese	Monthly Alkalinity	Monthly Perchlorate	Monthly Fluoride	Monthly 1,2,3-TCP	Quarterly 1,2,3-TCP	Quarterly Aluminum	Qtrly TCE	Qtrly PCE	Qtrly Nitrite	Qtrly DBCP	Qtrly Fluoride	Qtrly THM4HA	Qtrly CryptoGardia	Gross AlphaUranium	Radium-226	Radium-228	Quarterly Odor	Qtrly Unreg. Boron	Qtrly Cr VI	Qtrly Unreg. Perchlorate	Qtrly Unreg. Vanadium	Quarterly TDS	Quarterly PFOA, PFOS	Semi Annual UCMR	Annual Cr VI	Annual VOC's	Annual SOC's	Annual Gen. Min.	Annual Inorganics	Annual Gen. Phys.				
SW-3 Well 3 (8865 Glen Ivy Road)		T		X	X									I									Y						X	X	X	X				X	X	X	X	X			
SW-7A Well 7A (907 Circle City Drive)		T			X	X								I									Y	Y	Y				X	X	X	X	X				X	X	X	X	X		
SW-8A Well 8A (219 S. Joy Street)		T			X	X								I									Q						X	X	X	X	X				X	X	X	X	X		
SW-9A Well 9A (505 S. Vicentia Avenue)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-11A Well 11A (1865 W. Pomona Road)		T			X	X								I									Y						X	X	X	X	X				A	X	X	X	X		
SW-12A Well 12 (519 South Maple)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-13 Well 13 (1018 Cottonwood Ct.)		T			X	X								I						X			Y						X	X	X	X	X				X	X	X	X	X		
SW-14 Well 14 (1220 W. 10th Street)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-15 Well 15 (102 N. Lincoln Avenue)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-17A Well 17A (1052 Quarry Street)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-19 Well 19 (219 W. Grand Blvd.)		T			X	X								I									Q	Y	Y				X	X	X	X	X				X	X	X	X	X		
SW-20 Well 20 (25225 Maitri Road)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-21 Well 21 (24650 Glen Ivy Road)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
SW-22 Well 22 (405 Sierra Vista Street)		T			X	X								I									Y					X	X	X	X	X	X				X	X	X	X	X		
SW-23 Well 23 (315 Merrill Street)		T																																									
SW-25 Well 25 (310 S. Vicentia Avenue)		T			X	X								I			X						Y				X		X	X	X	X	X				X	X	X	X	X		
SW-26 Well 26 (710 Public Safety Way)		T			X	X								I							X		Y			X	X		X	X	X	X	X				X	X	X	X	X		
SW-27 Well 27 (2581 Mangular)		T			X	X								I					X				Y						X	X	X	X	X				X	X	X	X	X		
SW-28 Well 28 (202 Buena Vista)		T			X	X								I				X					Y						X	X	X	X	X				X	X	X	X	X		
SW-29 Well 29 (240 N. Buena Vista)		T			X	X				X				I						X			Y				X	X	X	X	X	X	X	X				A	X	X	X	X	
SW-31 Well 31 (211 S. Buena Vista)		T			X	X								I									Y						X	X	X	X	X				X	X	X	X	X		
Lester Reclaim Effluent (2970 Rimpau)						X																																					
SR-3 Lester WTP Raw (2970 Rimpau)		T			X		X		X					I									X							X	X					A							
SS-1 Lester WTP Effluent (2970 Rimpau)		T		X	X				X			X	X	X		X							X									X	X				A	A	A	A	A		
SR-2 SDO WTP Raw (2940 Wilderness)		T					X				X																																
SS-2 SDO WTP Effluent (Stage 2)		T		X	X				X			X	X	X		X						X	X									X	X				A	A	A	A	A		
SDO Reclaim Influent (2940 Wilderness)								X																																			
SDO Reclaim Effluent (2940 Wilderness)						X	X																																				
SS-3 Mills at WR-24 (Stage 2)		T			X							X	X								X									X		X	X			A							

Note: Gross alpha and uranium will be sampled at the same time  
Note: Use SR-2 for all samples when Lester is offline

A - Will Remain on an Annual Schedule

Y - yearly sampling, according to Radiological Monitoring Schedule,  
not necessarily every year, could be every 3, 6, or 9 years.  
Q - quarterly sampling

I - Initial sampling requiring four consecutive quarterly samples

Standby Well

2/12/2018

## Blend Stations Sampling Schedule

City of Corona

Blend Stations	Analyses Required																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	Chlorinated Sites	Weekly bact/ Plate Chi. Resid.	Weekly Nitrate	Bi-Monthly Nitrate	Monthly Coliform & Plate	Monthly Gen. Min + Metals	Monthly Manganese	Monthly Perchlorate	Monthly Fluoride	Monthly 1,2,3-TCP	Quarterly Aluminum	Quarterly Langelier	Qtrly Silica	Qtrly DBCP	Qtrly Fluoride	Qtrly TCE	Qtrly PCE	Qtrly Manganese	Qtrly Uneg. Boron	Qtrly Sodium, sulfate, chloride	Qtrly Uneg. Perchlorate	Qtrly Uneg. Vanadium	Quarterly TDS	Qtrly GMIO, GP, Radiologicals, aggressive Index, Cr VI	Qtrly PFOA, PFOS	Annual VOC's	Annual SOC's	Annual Gen. Min.	Annual Inorganics	Annual Gen. Phys.
SB-1 Temescal Desalter Eff (745 Public Safety Way)	T	X	X	X			X	X	X	X		X		X		X			X	X		X	X		X	X	X	X	X	X
SB-2 Temescal Desalter Prod (600 S. Merrill)	T	X					X	X	X	X		X				X				X	X		X	X						
SB-6 Lester Zone 3 1280 Ontario Ave. (behind Auto Zone)	T		X					X	X	X	X	X								X	X		X	X		X				
SB-7 Lester Zone 4 (2970 Rimpau Ave)	T		X					X	X	X										X	X		X			X				
SB-8 Lester Zone 5 (2970 Rimpau Ave)	T		X					X	X	X										X	X		X			X				
SB-10 Mangular/Ontario	T		X					X	X	X										X	X		X			X				
SB-13 Ontario/Garretson Zone 3	T		X					X	X	X		X								X	X		X	X		X				
SB-14 Ontario/Garretson Zone 4	T		X					X	X	X		X								X	X		X	X		X				
SB-15 SDO Blend at Mangular	T		X					X	X	X	X	X								X	X		X	X		X				
<b>Miscellaneous</b>																														
Promenade Connection 2442 Promenade Ave.	T		X							X																X				
SL-1 Temescal Desalter Low Pres. Feed Before SA & TI	T		X		X		X					X	X																	
SL-2 Temescal Desalter LPF after SA & TI																														
Glen Ivy Reservoir, 8965 Glen Ivy Rd.	T				X																									
SP-1 Temescal Desalter, Train 1 permeate																														
SP-2 Temescal Desalter, Train 2 permeate																														
SP-3 Temescal Desalter, Train 3 permeate																														
SP-4 Temescal Desalter, Train 4 permeate																														
SP-5 Temescal Desalter, Combined permeate			X	X	X							X			X				X	X		X	X							
SC-1 Temescal Desalter, Train 1 Concentrate																														
SC-2 Temescal Desalter, Train 2 Concentrate																														
SC-3 Temescal Desalter, Train 3 Concentrate																														
SC-4 Temescal Desalter, Train 4 Concentrate																														
SC-5 Temescal Desalter, Combined Concentrate																														
SD-1 Temescal Desalter, Decarbonator Sump 1					X																									
SD-2 Temescal Desalter, Decarbonator Sump 2					X																									
SD-3 Temescal Desalter, Decarbonator Sump 3					X																									
SD-4 Temescal Desalter, Decarbonator Sump 4					X																									
BD-1 Temescal Desalter, Blended Decarbonator before disinfection																														
Non-Pot Wells (WRF 3 monitoring wells)						X																				X				
DES Desalter IEBL discharge																										X				

Weekly nitrates will be collected every Tuesday

2/7/2018

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

RO Concentrate - Samples are only required when RO Concentrate is used as a source water for the DFA Facility.

I = Initial for one year

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

1,2,3-TCP sampling starts March 2018



## Distribution System Schedule

City of Corona

Column #	Analyses Required					
	1	2	3	4	5	6
	Chlorinated Site (Total/Free)	Weekly backf/ Plate Chl. Resid.	Monthly Gen. Phys.	Qty Bacti	Qty THM	Qty HAA
<b>Distribution System</b>						
D1-1 1000 Rolling Hills	T	X	X			
D1-2 1891 Ellington Avenue	T	X	X			
D1-5 4714 Valley Glen Drive	T	X	X			
Total Zone 1 Services - 2599						
Zone 1 Estimated Population - 7797						
D2-1 414 Rushmore Drive	T	X	X			
D2-2 681 Richie St.	T	X	X			
D2-3 2950 Pembroke Circle	T	X	X			
D2-4 715 S. Sheridan St.	T	X	X			
D2-6 996 W. Fifth St.	T	X	X			
D2-7 1901 Pine Crest Drive	T	X	X			
D2-8 3370 Deaver Drive	T	X	X			
D2-9 3442 Braemar Lane	T	X	X			
D2-10 Across from 641 Jordan Ct. (Stage 2)	T				X	X
D2-11 1785 Sampson Ave. (Stage 2)	T				X	X
Total Zone 2 Services - 8896						
Zone 2 Estimated Population - 26694						
D3-1 19579 Temescal Canyon Rd.	T	X	X			
D3-2 2019 Rimpau Ave.	T	X	X			
D3-3 962 Cottonwood Court	T	X	X			
D3-4 833 West Ontario Ave.	T	X	X			
D3-5 1593 Mariposa Drive (Stage 2)	T				X	X
D3-7 2160 Fennel Drive	T	X	X			
D3-8 686 Rock Vista Dr.	T	X	X			
D3-9 1100 Westpark Ln.	T	X	X			
D3-10 4251 San Sebastian Circle	T	X	X			
D3-11 1085 Aquino Ct.	T			X		
D3-12 2835 Wolfson St.	T			X		
D3-13 2547 Bulrush Ct.	T			X		
Total Zone 3 Services - 11715						
Zone 3 Estimated Population - 35145						
D4-1 1394 Coral Gables	T	X	X			
D4-3 2400 Avenida Del Vista	T	X	X			
D4-4 940 Othello (Stage 2)	T	X	X		X	X
D4-5 1449 Clearview Ct.	T			X		
D4-6 Vixen Trail & Avenida Del Vista	T			X		
Total Zone 4 Services - 7705						
Zone 4 Estimated Population - 23115						
D5-2 SW Corner Keith & Howe	T	X	X			
D5-3 SW Corner Upper/Humbolt (Stage 2)	T	X	X		X	X
D5-4 4173 Eagle Glen Parkway	T	X	X			
D5-5 3590 Nelson Ave.	T	X	X			
D5-7 4275 Floyd St. (Stage 2)	T	X	X		X	X
Total Zone 5 Services - 4401						
Zone 5 Estimated Population - 13203						
D6-1 4420 Birdie Dr.	T	X	X			
D6-4 SW Corner Fullerton/Plumas	T	X	X			
D6-5 1011 Cleveland Way	T	X	X			
Total Zone 6 Services - 800						
Zone 6 Estimated Population - 2400						

D6-3 has been re-named to D5-7 because it is actually in zone 5. (effective 10/28/09)  
 Sampling for Stage 2 DBPR began June 2012  
 D5-7 replaced D5-1 9/22/14  
 D5-7 Moved from Castlepeak to Floyd Nov 2016

11/21/2016

Attachment "D" - Page 3 of 3

**Attachment "E"**

## Wastewater Sampling Schedule

Plant # 1 Sampling Schedule									
Sample Point	Sample Type	Reason	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Influent	Comp	Permit	TOC	TOC	TOC	TOC	TOC	TOC	TOC
	Comp	Permit Additional		BOD, TSS		BOD, TSS,			
1A Primary	Comp	Process		BOD, NH <sub>3</sub> <sup>+</sup> TSS	BOD, NH <sub>3</sub> <sup>+</sup> TSS	BOD, NH <sub>3</sub> <sup>+</sup> TSS	BOD, NH <sub>3</sub> <sup>+</sup> TSS	BOD, NH <sub>3</sub> <sup>+</sup> TSS	
1A AER	Grab	Process			TSS		TSS		
1A RAS	Grab	Process			TVS, TSS		TVS, TSS		
1B OXD	Grab	Process			TSS		TSS		
1B RAS	Grab	Process			TVS, TSS		TVS, TSS		
1B Effluent	Grab Comp	Permit	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup>	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup>	Coliform, TOC TSS, NH <sub>3</sub> <sup>+</sup>	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup> , BOD	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup>	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup>	Coliform, TOC, TSS, NH <sub>3</sub> <sup>+</sup>
GBT	Grab	Process				% TS, %VS		% TS, %VS	
Digester # 1	Grab	Process			%T.S, %VS, pH, V. A Alkalinity		%T.S, %VS, pH, V. A Alkalinity		
Digester # 2	Grab	Process			%T.S, %VS, pH, V. A Alkalinity		%T.S, %VS, pH, V. A Alkalinity		
BPC	Grab	Process				% T.S		% T.S	
BPF	Grab	Process				TSS		TSS	
Permit Requirements are Highlighted									
11/1/2017									

Attachment "E" – Page 1 of 7

### Plant 1 Sampling Schedule

Location	Monthly	Quarterly				Semi-Annual	Annual
Plant Influent	T.I.N (Grab)	Aluminum		Cr VI	Zinc		Volatile organic portion of EPA Priority Pollutants <sup>1</sup> (Grab)
		Boron	VSS	Cadmium	4,4'-DDT		
	Ammonia-N (Grab)	Chloride		Copper	Silver		
		Molybdenum		1,4-dioxane			Remaining EPA Priority Pollutants <sup>2</sup> (Composite)
	Ammonia-N (Composite)	Manganese	Sulfide, total	Lead	Arsenic		
		Sulfate	sulfide, dissolved	Mercury	Selenium		
1B Effluent	T.D.S (Composite)	Total Hardness		Nickel	Fluoride		
		FOG (total & Polar)	Sulfide, total	2,3,7,8-TCDD			
	*Cyanide Amenable (grab)	Bis (2-ethylhexyl) phthalate		Chromium			
		Dibenzo (a,h) Anthracene		O&G (polar and non-polar)			
	T.D.S, Total Hardness, T.I.N, Nitrate-N, Toxicity,	4,4'-DDT	*Dieldrin	Aluminum	Bicarbonate		<sup>3</sup> ~Remaining Volatile organic portion of EPA Priority Pollutants <sup>4</sup> (Grab)
		Boron	*Heptachlor	*NDMA	Carbonate		
Bio Solids 60 days	2,3,7,8-TCDD	Chloride	*4,4'-DDE	Fluoride	Iron		
	Mercury	*Antimony	*Ethylbenzene	Manganese	Sodium		~Remaining EPA Priority Pollutants <sup>5</sup> (Composite)
	Dibenzo (a,h) Anthracene	Sulfate		Cobalt*	Lead*		
	*Cyanide Amenable (Grab)	Arsenic* <sup>6</sup>		Cadmium*	Nickel*		
		Barium*		Copper*	Silver*		
	Bis (2-ethylhexyl) phthalate						
		Total Recoverable Cr VI			Selenium		
		Zinc	Beta-BHC		*Alpha-BHC		
		*Bromodichloromethane	*Toluene		*Dibromochloromethane		
Bio Solids 60 days	Moisture Content (% Solid) (Grab)	As, Cd, Cr, Cu, Pb, Hg, Mo, Ni, Se, Zn.				Priority Pollutants (Grab)	

<sup>1</sup> EPA priority pollutants are those remaining volatile organic pollutants listed in Attachment "C" which are not specifically listed in this monitoring program table.

<sup>2</sup> Remaining EPA priority pollutants are those pollutants listed in Attachment "C" which are not volatile organics and pollutants not specifically listed in this monitoring program table.

<sup>3</sup> Annual monitoring exceeding concentration shall be accelerated to quarterly for one year.

<sup>4</sup> EPA priority pollutants are those remaining volatile organic pollutants listed in Attachment "C" which are not specifically listed in this monitoring program table.

<sup>5</sup> Remaining EPA priority pollutants are those pollutants listed in Attachment "C" which are not volatile organics and pollutants not specifically listed in this monitoring program table.

<sup>6</sup> \* If detected during quarterly monitoring at a concentration greater than the concentration specified in Attachment I, shall be accelerated to monthly.

11/1/2017

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## Plant # 2 Sampling Schedule

Location		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2 Influent	Permit	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS	BOD TSS
	Process							
2 Primary	Process		BOD TSS NH <sub>3</sub> <sup>+</sup>		BOD TSS NH <sub>3</sub> <sup>+</sup>		BOD TSS NH <sub>3</sub> <sup>+</sup>	
2 RAS	Process			TVS, TSS		TVS, TSS		
2 Aeration	Process		TSS NH <sub>3</sub> <sup>+</sup> NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup>		TSS, NH <sub>3</sub> <sup>+</sup> NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup>		TSS, NH <sub>3</sub> <sup>+</sup> NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup>	
2 REC	Permit	BOD, TSS, Coliform	BOD, TSS, Coliform	BOD, TSS, Coliform	BOD, TSS, Coliform	BOD, TSS, Coliform	BOD, TSS, Coliform	BOD, TSS, Coliform

8/7/17

Attachment "E" – Page 3 of 7

## Plant 2 Sampling Schedule

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

\*Added quarterly for one year

8/7/17

Attachment "E" – Page 4 of 7

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### Plant # 3 Sampling Schedule

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Plant 3 Influent</b>	Permit				BOD, TSS			
	Permit Additional		BOD, TSS		NH <sub>3</sub> <sup>+</sup> (Grab) + NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup> NH <sub>3</sub> <sup>+</sup>			
<b>Plant 3 Aeration #1, #2, #3</b>	Process			TSS		TSS		
<b>Plant 3 Permeate #1, #2, &amp; #3</b>	Process		NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup> NH <sub>3</sub> <sup>+</sup>		NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup> NH <sub>3</sub> <sup>+</sup>		NO <sub>2</sub> <sup>-</sup> / NO <sub>3</sub> <sup>-</sup> NH <sub>3</sub> <sup>+</sup>	
<b>Plant 3 Effluent</b>	Permit	Coliform-Grab	Coliform-Grab	Coliform-Grab	Coliform-Grab, BOD, TSS	Coliform-Grab	Coliform-Grab	Coliform-Grab

### Plant 3 Sampling Schedule

Location	Monthly	Annual	
Plant Influent		Boron	Selenium
		Chloride	Cadmium
		Sodium	Arsenic
		Fluoride,	Benzene
		Barium	Manganese
		Sulfate	Zinc
		Chromium VI	Mercury
		Total Hardness	Copper
		Silver	Iron
		Lead	Phenol
		Chloroform	Nickel
		Dibromochloromethane	
		Hexachlorocyclohexane (Lindane)	
		Cyanide -Free (Grab)	
		Bromodichloromethane	
Plant Effluent 002 Recycled water)	T.I.N		
	T.D.S		

Other Misc Sampling		
<b>Every other Wed</b>		
Desalter	TDS, SO4, Chloride, hardness, sodium, TIN	Grab
<b>Bi-Annual</b>		
Desalter	pH (field), BOD, TSS, Arsenic, Cadmium, Chromium (total), Copper, Lead, Mercury, Nickel, Silver, Zinc, Total Hardness, VSS, DOC, Molybdenum, Selenium, Ammonia, 1,4-dioxane	Composite
<b>Weekly</b>		
Plant 1 Station AU	D.O., Temp, pH	(Field reading by operator)
Plant 1 Station AD	D.O., Temp, pH, Observation	(Field reading by operator)
<b>Monthly</b>		
Plant 1 Station AU	Total Hardness, Sodium, Potassium, TOC, Chloride, Sulfate Alkalinity, Antimony, Arsenic, Berilium, Cadmium, Copper, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Zinc, Chromium, (total and dissolved metals)	(Grab)
Plant 1 Station AD	Total Hardness, Sodium, Potassium, TOC, Chloride, Sulfate Alkalinity, Antimony, Arsenic, Berilium, Cadmium, Copper, Lead, Mercury, Nickel, Selenium, Silver, Thallium, Zinc, Chromium, (total and dissolved metals)	(Grab)
<b>Quarterly</b>		
Plant 1 Station AU	EPA Priority Pollutants	Composite Samples (NDMA 8270) (Dissolved Metals)
<b>Semi Annual</b>		
Groundwater Wells	Chloride, Nitrate, pH, Sulfate, TDS	(Grab by Operator)
<b>Quarterly</b>		
Dryer Biosolids	Metals EPA 503 - Arsenic, Cadmium, Total Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Zinc	(Grab by Operator)
<b>Every Load</b>		
Dryer Biosolids	% Moisture, total coliform	(Grab by Operator)
<b>Semi Annual</b>		
Dryer Biosolids	Priority Pollutants + Mo + Cr	(Grab by Operator)

12/8/2017

Attachment "E" – Page 7 of 7



## **SECTION V.**

### **PROPOSAL CONTENT AND FORMS**

#### **A. PROPOSAL FORMAT AND CONTENT**

##### **1. Presentation**

Proposals shall be typed, double spaced, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed twenty-five (25) pages in length, excluding any appendices.

##### **2. Letter of Transmittal**

A Letter of Transmittal shall be included with the proposal, addressed to Jennifer Talley, and must, at a minimum, contain the following:

- a. identification of Consultant, including name, address and telephone;
- b. proposed working relationship between Consultant and subconsultants, if applicable;
- c. acknowledgment of receipt of all RFP addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. letters of recommendation from a minimum of two water and/or wastewater utility agencies;
- f. a statement to the effect that the bid shall remain valid for a period of not less than 90 days from the date of submittal; and
- g. signature of a person authorized to bind Consultant to the terms of the bid.

##### **2. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP on the Bid/Price form where indicated. Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their bid to be rejected as non-responsive.

### **3. Technical Proposal**

#### **a. Qualifications, Related Experience and References**

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

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

#### **b. Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) indicate adequacy of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task;
- (4) identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (5) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Work Plan**

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant’s understanding of the City’s needs and requirements.

Consultant shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

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

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP’s “technical specification”. Where consultant wishes to propose alternative

approaches to meeting the City's technical specifications, they should be thoroughly explained. **The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion.** Consultant shall be bound to accept all RFP requirements and terms and conditions of the Form of Agreement in the proposal.

e. **Fee Proposal**

Consultant shall complete and sign the Price Form in Section C. below in its entirety. **(Fee Proposal must be submitted in a sealed envelope separate from proposal documents and marked "Price Form").**

4. **Appendices**

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

B. **LICENSING AND CERTIFICATION REQUIREMENTS**

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

\*The successful consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

C. **COST AND PRICE FORMS**

Consultant shall complete the Price Form in its entirety including: 1) all individual tasks listed and total price; 2) basis on which prices are quoted; and 3) consultant's identification information including a binding signature.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". If discount terms are offered, non-discounted payment terms shall remain "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.

**D. NON-COLLUSION DECLARATION**

Consultant shall complete and sign the Non-Collusion Declaration and submit with their proposal.

**SECTION VI.**

**PRICE FORM**

REQUEST FOR QUOTES: RFP No. 18-032JT

DESCRIPTION OF RFP : Chemical & Bacteriological Laboratory Analysis

CONSULTANT'S NAME/ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE  
\_\_\_\_\_  
\_\_\_\_\_

**ANNUAL PURCHASE ORDER**

The Initial Purchase Order Period shall be effective on or about July 1, 2018 through June 30, 2019 plus five (5) single year option renewal periods, on an as-needed basis, with no guaranteed usage for RFP 18-032JT. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period.

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

The City retains the right to exercise option year renewals at its sole discretion. Option year one, if exercised, shall be effective July 1, 2019 through June 30, 2020. Option year two, if exercised, shall be effective July 1, 2020 through June 30, 2021. Option year three, if exercised, shall be effective July 1, 2021 through June 30, 2022. Option year four, if exercised, shall be effective July 1, 2022 through June 30, 2023. Option year five, if exercised, shall be effective July 1, 2023 through June 30, 2024.

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Scope of Work requirements.

All quantities below are estimates for the purposes of bid comparison. Estimated quantities are no guarantee of actual usage.

Unit prices for each line item entered on the Proposal Schedule shall include all labor, materials and supplies, including but not limited to, sample containers, preservatives, ice chests, Blue Ice, labels, plastic zip lock bags, pickup, delivery, testing, reporting, and any ancillary costs required to complete the work on an as needed basis.

## PROPOSAL SCHEDULE

### **Schedule A - Water Production:**

Est. Qty.	Type of Analysis	Authority	Specified Method	Proposed Alternate Method	Unit Price	Extended Price
2100	Bacteriological: Presence/Absence Coliform/E Coli Heterotrophic plate count <sup>a</sup> Chlorine Residual	Title 22 Div. 4 Chap 15 Art 3	SM 9223			
300	Bacteriological: Presence/Absence E Coli (with density) Heterotrophic plate count <sup>a</sup> Chlorine Residual	Title 22 Chap 15 Art 3	SM 9223B			
24	Volatile Organic Chemicals	Title 22 Div. 4 Chap 15 Art. 5.5	502.2 524.2			
24	Semi Volatile Organics		525			
24	Regulated Organics		547 549			
24	Asbestos					
24	Unregulated Chemicals	Article 17 64450	531.1			

Est. Qty.	Type of Analysis	Authority	Specified Method	Proposed Alternate Method	Unit Price	Extended Price
48	Chromium VI		218.6			
236	Perchlorate		314			
236	Perchlorate		331			
4	Synthetic Organic Chemicals (SOCs)	Chap 15 Art. 5.5	502.2 504.1 506 507 508.1 515			
12	Quarterly TCE &PCE					
25	General Mineral	Chap 15 Art.4 & 16				
24	Inorganic	Chap.15 Art.4				
410	General Physical: Color, Odor, Turbidity pH and Temperature	Chap.15, Art. 16				
1250	Nitrate	Compliance Order 04-029	300.0			
34	Trihalomethanes Haloacetic Acids (HAAS)	Section 64439 Art.4.5	552.2 or SM 6251B			
48	Total Organic Carbons (TOC)	DBPR Step 1				
8	Nitrite					
12	Alkalinity	DBPR Step 1	SM2320-B			
12	Cryptosporidium, Giardia	EPA 821-R-99 006	1623			



Est. Qty.	Type of Analysis	Authority	Specified Method	Proposed Alternate Method	Unit Price	Extended Price
26	Radio Nucleides- Gross Alpha & Uranium	Title 22 Chap. 15 Article 5				
30	TSS	Chap. 15 Article 16	160.2			
156	Fluoride					
16	Manganese					
76	Boron					
24	Dioxin					
120	Vanadium					
130	TDS					
68	Langlier					
<sup>b</sup> 260	Lead					
<sup>b</sup> 50	Copper					
140	PFOA/PFOS <sup>c</sup>					
48	Aluminum					
4	Silica					
8	DBCP					
240	1,2,3-TCP <sup>d</sup>					

<sup>a</sup> Chlorine residual is a field reading that shall be included on the final report

<sup>b</sup> Lead and copper sampling conducted tri-annually. Lead sampling at schools per AB 746, this estimate does not include resamples (estimate includes 5 samples at each school in Corona)

<sup>c</sup> Submit to state portal

<sup>d</sup> Initial monitoring

**TOTAL SCHEDULE A – WATER PRODUCTION      \$ \_\_\_\_\_**

The above tests shall be in accordance with the attached City of Corona specifications. Consultant must be able to detect low limits and special requirements full list of 1613 Dioxins.

All Unit Pricing in the above Bid Schedule for Water Production shall include the sample pick-up times from the location specified below:

City of Corona Desalter  
745 Public Safety Way  
Corona, CA 92880

Monday through Thursday: 12:00 p.m. and 4:00 pm

Friday through Sunday and holidays: 12:00 p.m.  
(Time subject to change by City)

**Additional Charges:**

Pick-up charge for other than regular business hours defined above:

\$\_\_\_\_\_ per trip.

Analysis Rush Charges:

24 hours \_\_\_\_\_ percent (%) over standard cost of analysis

48 hours \_\_\_\_\_percent (%) over standard cost of analysis

72 hours \_\_\_\_\_ percent (%) over standard cost of analysis

5 days \_\_\_\_\_ percent (%) over standard cost of analysis

**Schedule B – Water Reclamation:**

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
72	Antimony	200.8		6.0 ug/L		
77	Arsenic	1632/ 206.2		2.0 ug/L		
40	Barium	208.2		5.0 ug/L		
1,470	Biochemical Oxygen Demands	405.1		5.0 mg/L		
20	Boron	200.7		100 ug/L		
87	Cadmium	200.8/16 38		1.0 ug/L		
100	Chloride	325.3		1.0 mg/L		
40	Chromium (VI)	218.7		1.0 ug/L		
73	Chromium (T)	218.2		10.0 ug/L		
13	Cobalt	219.2		1.0 ug/L		

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
75	Copper	200.8		1.0 ug/L		
40	Cyanide	335.2		20.0 ug/L		
44	Fluoride	SM4500		0.10 mg/L		
24	Hydroxide (OH-)			---		
30	Iron	200.7		10.0 ug/L		
80	Lead	200.8/1638		5.0 ug/L		
52	Manganese	200.8		20 ug/L		
83	Mercury	SM3112B		0.5 ug/L		
75	Nickel	200.8/6020		5.0 ug/L		
4	Oil & Grease	413.1		2.0 mg/L		
208	pH	150.1		---		
10	Phenols	420.1		5.0 ug/l		
75	Selenium	200.8/6020		5.0 ug/l		
72	Silver	200.8/6020		5.0 ug/L		
77	Sodium	200.7		1.0 mg/L		
94	Sulfate	375.3		0.50 mg/L		
116	Total Dissolved Solids	160.1		1.0 mg/L		
2,761	Total Suspended Solids	160.2		1.0 mg/L		
55	Zinc (T)	200.8/6020		10.0 ug/L		
28	Calcium	200.7		1.0 mg/L		
24	Magnesium	200.7		1.0 mg/L		
48	Potassium	200.7		1.0 mg/L		
32	Bicarbonate	310.1		1.0 mg/L		
32	Carbonate	130.2		1.0 mg/L		
1,900	Total Coliform	SM9223B		2 MPN/100 mL		

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
232	Alkalinity	310.1		1.0 mg/L		
872	Ammonia-N	350.1		0.50 mg/L		
48	Nitrate	300.1		2.0 mg/L		
604	Total Inorganic Nitrogen (T.I.N.)					
624	Total Volatile Solids					
520	Total Solids					
193	Hardness	SM2340 C		2.0 mg/L		
2	Dioxins (TCDD)	1613		Varies (See Attachment "B")		
22	Dioxins low level (Full Spectrum)	1613		Varies (See Attachment "B")		
8	PCB	8080		Varies (See Attachment "B")		
5	PCB (Solids)	8082		Varies (See Attachment "B")		
15	N-Nitroso-dimethylamine (NDMA)	521		Varies (See Attachment "B")		
33	Pesticides	608		Varies (See Attachment "B")		
38	Semi-Volatiles Base/Neutral/Acid Extractables	625		Varies (See Attachment "B")		
21	Volatile Organics	624		Varies (See Attachment "B")		
766	TOC	SM5301.c		0.5 mg/L		
12	Molybdenum					
12	PFOS/PFOA	537				
	Sampling Fee (daily)					
	Holiday Hours Sampling Fee					

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternative Method	Reporting Detection Limit	Unit Price	Extended Price
	After Hours Emergency Sampling Fee					

**TOTAL SCHEDULE B – WATER RECLAMATION    \$ \_\_\_\_\_**

The above tests shall be in accordance with the attached City of Corona specifications. Consultant must be able to detect low limits and special requirements full list of 1613 Dioxins. All Unit Pricing in the above Bid Schedule for Water Reclamation shall include the sample pick-up times from the location specified below:

Water Reclamation Facility No. 1  
2205 Railroad Street  
Corona, CA 92880

Daily, including weekends and holidays: 12:00 p.m. (time subject to change by City)

Additional Charges:

Pick-up charge for other than regular business hours defined above:

\$\_\_\_\_\_ per trip.

Analysis Rush Charges:

24 hours \_\_\_\_\_ percent (%) over standard cost of analysis

48 hours \_\_\_\_\_percent (%) over standard cost of analysis

72 hours \_\_\_\_\_ percent (%) over standard cost of analysis

5 days \_\_\_\_\_ percent (%) over standard cost of analysis

**Schedule C – Storm Water:**

Est. Qty.	Type of Analysis	Specified Method	Proposed Alternate Method	Reporting Detection Limit	Unit Price	Extended Price
6	Oil & Grease	EPA 1664A		5.0 mg/L		
6	TSS	SM 2540-D		10.0 mg/L		
6	Lead and Copper	EPA 200.8		0.262 mg/L		

**TOTAL SCHEDULE C – Storm Water** \$ \_\_\_\_\_

The above tests shall be in accordance with the attached City of Corona specifications.

All Unit Pricing in the above Bid Schedule for Storm Water shall include the sample pick-up time and location specified below:

Water Reclamation Facility No. 1  
2205 Railroad Street  
Corona, CA 92880

Sampling is subject to rain events. Pick-ups can be any day, including weekends and holidays: 12:00 p.m. (time subject to change by City)

**Additional Charges:**

Pick-up charge for other than regular business hours defined above:

\$\_\_\_\_\_ per trip.

Analysis Rush Charges:

24 hours \_\_\_\_\_ percent (%) over standard cost of analysis

48 hours \_\_\_\_\_percent (%) over standard cost of analysis

72 hours \_\_\_\_\_ percent (%) over standard cost of analysis

5 days \_\_\_\_\_ percent (%) over standard cost of analysis

**TOTAL BID AMOUNT (SCHEDULES A THROUGH C) \$ \_\_\_\_\_**

The basis of Award of this Contract shall be on the lowest total for Schedules A, B, and C, combined. In the event of discrepancies between the totals, unit price extensions, and summaries of totals, the unit price correctly extended will control.

Please check your calculations before submitting your bid; the City will not be responsible for Consultant miscalculations.

In the event that Consultant intends to bid zero-dollar value for any item shown in the Bid Schedule, Consultant shall enter "zero" or "0" in the space provided for price or cost. With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by Consultants. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Consultant shall complete the following required information:

**Consultant's Acknowledgement of His Understanding of the Terms and Conditions.**

Signature below verifies that Consultant has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please indicate any exceptions to or deviations from the RFP Requirements here.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you included in your bid all informational items and forms as requested? Yes / No (circle one). If you answered "No", please explain: \_\_\_\_\_

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Have you been or are you on any federal list of debarred or suspended consultants?

Yes / No (*circle one*). If “yes,” explain on Consultant’s Statement of Past Contract Disqualifications, Removals and/or Deductions.

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

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

Cash discount allowable \_\_\_\_\_% \_\_\_\_\_ days; unless otherwise stated, payment terms are: Net thirty (30) days.

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

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the Consultant’s responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received:

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER’S NAME AND TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

COMPANY NAME & ADDRESS: \_\_\_\_\_



PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:**

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**Completed Forms to be Returned with Bid Response:**

- 1) Bid/Price Form
- 2) Consultant's Acknowledgement of Terms and Conditions
- 3) Non-Collusion Declaration
- 4) Information Required of Consultants Form
- 5) Client Experience/Reference Form
- 6) Consultant Certification Form
- 7) Designation of Subcontractors Form
- 8) Electronic Reporting Capability Form
- 9) Driving Distance Certification Form
- 10) Consultant Availability Certification Form
- 11) OSHA Documentation Print Out
- 12) Consultant's Statement of Past Contract Disqualifications
- 13) Local Consultant Preference Program Statement

**NON-COLLUSION DECLARATION**  
**(TO BE EXECUTED BY CONSULTANT AND RETURNED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [consultant], 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 consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham bid. The consultant has not directly or indirectly colluded, conspired, plotted, or agreed with any consultant or anyone else to put in a sham bid, or to refrain from bidding. The consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the consultant or any other consultant, or to fix any overhead, profit, or cost element of the bid price, or of that of any other consultant. All statements contained in the bid are true. The consultant 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, bid 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 consultant 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 consultant.

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

State of California                }  
County of Riverside            } ss.       CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

On \_\_\_\_\_(date), before me, \_\_\_\_\_  
(here insert name and title of the officer), personally appeared \_\_\_\_\_ who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

[Seal]

Signature \_\_\_\_\_

**INFORMATION REQUIRED OF CONSULTANTS**  
**To Be Completed and Returned with Proposal**

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

1. Name of Consultant: \_\_\_\_\_

2. Type, if Entity: \_\_\_\_\_

3. Consultant/Laboratory Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile Number

Telephone Number

4. Hours of Operation: \_\_\_\_\_

5. Available seven (7) days a week? \_\_\_\_\_

6. Driving distance (in miles) from City of Corona: \_\_\_\_\_

7. How many years has Consultant’s organization been in business as a Laboratory?  
\_\_\_\_\_

8. How many years has Consultant’s organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Consultant’s organization operated?: \_\_\_\_\_

9. If Consultant’s organization is a corporation, answer the following:

9.1 Date of Incorporation: \_\_\_\_\_

9.2 State of Incorporation: \_\_\_\_\_

9.3 President’s Name: \_\_\_\_\_

9.4 Vice-President’s Name(s): \_\_\_\_\_  
\_\_\_\_\_

9.5 Secretary’s Name: \_\_\_\_\_

9.6 Treasurer’s Name: \_\_\_\_\_

10. If an individual or a partnership, answer the following:

10.1 Date of Organization: \_\_\_\_\_

10.2 Name and address of all partners (state whether general or limited partnership):

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11. If other than a corporation or partnership, describe organization and name principals:

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12. List other states in which Consultant's organization is legally qualified to do business.

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13. Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

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14. Within the last five years, has any officer or partner of Consultant'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:

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**CLIENT EXPERIENCE/REFERENCE FORM**  
**To Be Completed and Returned with Bid**

**List at least three municipal or public utility references for work of a similar nature performed within the last three years.**

**Client #1 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Client #2 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Client #3 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Client #4 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**CONSULTANT CERTIFICATION FORM  
To Be Completed and Returned with Bid**

**A. CONSULTANT CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
ENVIRONMENTAL LABORATORY ACCREDITATION**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant shall be certified by the State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and must provide proof of certification as well as maintain the certification throughout the duration of the agreement.

Consultant shall provide below the certificate number, expiration date, and shall attach proof of certification to this Consultant Certification Form.

Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**B: CONSULTANT UNITED STATES ENVIRONMENTAL PROTECTION  
AGENCY PROFICIENCY EVALUATION**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant shall be certified by the United States Environmental Protection Agency Proficiency Evaluation (PE) Program and shall have achieved acceptable identification and qualification rates of eighty percent (85%) or better for drinking water and eighty-five percent (85%) or greater for wastewater.

Consultant shall provide below their certificate numbers, expiration dates, and shall attach proof of certification and identification and qualification rates to this Consultant Certification Form.

Water: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Wastewater: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**C. SUBCONTRACTOR CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
ENVIRONMENTAL LABORATORY ACCREDITATION**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant's subcontractors shall be certified by the State Water Resources Control Board Environmental



Laboratory Accreditation Program (ELAP) and must provide proof of certification as well as maintain the Certification throughout the duration of the agreement.

Consultant shall provide below the certificate number and expiration date for each subcontractor named in the Designation of Subcontractors Form and shall attach proof of certification for each subcontractor to this Consultant Certification Form.

Subcontractor Name: \_\_\_\_\_

Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**D: SUBCONTRACTOR UNITED STATES ENVIRONMENTAL PROTECTION AGENCY PROFICIENCY EVALUATION**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant's subcontractors shall be certified by the United States Environmental Protection Agency Proficiency Evaluation (PE) Program and shall have achieved acceptable identification and qualification rates of eighty percent (85%) or better for drinking water and eighty-five percent (85%) or greater for wastewater.

Consultant shall provide below the certificate numbers, expiration dates and shall attach to this form proof of certification, identification and qualification rates for each subcontractor named in the Designation of Subcontractors Form.

Subcontractor: \_\_\_\_\_

Water: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Wastewater: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Water: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Wastewater: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Water: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Wastewater: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Water: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Wastewater: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**  
**To Be Completed and Returned with Bid**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant shall not subcontract more than twenty percent (20%) of the total awarded contract and shall provide a list of proposed subcontractors and the analyses to be performed by each subcontractor. Any subcontractor not listed below shall not be used without the written approval of the City. Additional numbered pages outlining this portion of the bid may be attached to this page.

<b>Analyses</b>	<b>Subcontractor Name</b>	<b>Subcontractor Address</b>

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**ELECTRONIC REPORTING CAPABILITY**  
**To Be Completed and Returned with Bid**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant must list three (3) municipalities or public utilities wherein Consultant submitted analytical results directly to the SWRCB database in digital, electronic form via EDT.

**Client #1 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

**Client #2 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

**Client #3 Name:** \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Client Address: \_\_\_\_\_

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**DRIVING DISTANCE CERTIFICATION**  
**To Be Completed and Returned with Bid**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant must submit and attach to this certification form a print out from Mapquest with mileage information showing consultant's laboratory is located within a one hundred (100) mile driving distance from City.

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**CONSULTANT AVAILABILITY CERTIFICATION**  
**To Be Completed and Returned with Bid**

The following information set forth under this section will be utilized by the City to review the responsiveness of a Consultant. Notwithstanding the preceding, the City may waive this criteria in its sole and absolute discretion. As a matter of threshold responsiveness, Consultant must provide hours of operation and certify it is available to pick up and/or collect samples and perform analyses for each constituent seven (7) days per week, including holidays.

Hours of Operation: \_\_\_\_\_

Available to perform sample analyses  
Seven (7) days per week, including holidays:      Yes \_\_\_\_\_      No \_\_\_\_\_

Available to pick up samples seven  
(7) days per week, including holidays:      Yes \_\_\_\_\_      No \_\_\_\_\_

Available to sample Seven (7) days  
per week, including holidays:      Yes \_\_\_\_\_      No \_\_\_\_\_

Consultant's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



## **SECTION VII.**

### **Form of Agreement**

#### **CITY OF CORONA PROFESSIONAL SERVICES AGREEMENT**

##### **1. PARTIES AND DATE.**

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

##### **2. RECITALS.**

###### **2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Environmental Laboratory Testing** 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 **Chemical and Bacteriological Laboratory Analysis** project ("Project") as set forth in this Agreement.

###### **2.3 Corona Utility Authority.**

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

##### **3. TERMS.**

###### **3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Environmental Laboratory Testing** 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 [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] (“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. [\*\*\*OPTIONAL: INCLUDE EITHER OF THE FOLLOWING, DEPENDING UPON WHETHER THE PARTIES HAVE TO MUTUALLY AGREE TO EXTEND THE TERM OR IF THE CITY WILL RETAIN THE SOLE RIGHT TO EXTEND THE TERM: \*\*\*MUTUAL\*\*\* 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”). \*\*\*CITY UNILATERAL\*\*\* The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for [\*\*\*INSERT WRITTEN AMOUNT\*\*\*] ([\*\*\*INSERT NUMERICAL AMOUNT\*\*\*]) additional one (1) year periods (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 expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. 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 work prepared by Consultant shall be subject to the approval of City.

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

3.2.5 City’s Representative. The City hereby designates **Tom Moody, General Manager** 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 designee.

3.2.6 Consultant’s Representative. Consultant hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the

Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants 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 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*: [\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*] 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*: **\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*** 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 **\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. **\*\*\*INCLUDE EITHER ONE OF THE FOLLOWING SUB-SECTIONS ONLY IF APPLICABLE; DELETE OTHERWISE\*\*\*** **\*\*\*THE FOLLOWING FOR TYPICAL PROFESSIONAL E&O INSURANCE\*\*\*** 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 **\*\*\*INSERT AMOUNT - TYPICALLY \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE MINIMUM; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT\*\*\*** per claim. **\*\*\*THE FOLLOWING FOR TECHNOLOGY PROFESSIONAL E&O INSURANCE\*\*\*** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

**\*\*\*IF THE SCOPE OF SERVICES INVOLVES SPECIAL RISKS NOT COVERED BY THE ABOVE POLICIES, SUCH AS POLLUTION LIABILITY, CYBER SECURITY, ETC., DISCUSS WITH RISK MANAGEMENT AND INSERT STANDARD/REQUIRED LANGUAGE FOR SUCH POLICIES\*\*\***

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 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 [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) ("Total Compensation"), without written approval of City's [\*\*\*INSERT TITLE\*\*\*]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 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. [\*\*\*OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE NEXT SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE\*\*\*] 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. [\*\*\*OPTIONAL: IF FEDERAL FUNDS ARE INVOLVED, USE THE LAST SENTENCE FOR FEDERAL PW REQUIREMENTS - DELETE OTHERWISE\*\*\*] 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/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s **\*\*\*INSERT TITLE\*\*\***. 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.

### **3.4 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, 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 or otherwise recorded on computer diskettes, 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 fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

### **3.6 General Provisions.**

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

**Consultant:**

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

**City:**

City of Corona  
755 Public Safety Way  
Corona, CA 92880  
Attn. Tom Moody, General Manager

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.

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

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 RFP No. 18-32JT Section VII. "Form of Agreement" – Pg 10 of 12  
Chemical & Bacteriological Laboratory Analysis  
Rev(11/1/2017)

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 3.6.7, 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 PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*]  
day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

*Attest:* \_\_\_\_\_  
Lisa Mobley  
City Clerk

Prepared By:

\_\_\_\_\_  
Name  
Property & Contract Administrator

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)