



July 17, 2018

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 19-001CA**

The City of Corona Public Works Department (City) invites qualified proposals for:

**Traffic Corridor Impact Study and Design Services  
For Ontario Avenue Widening  
Project No. 2017-11**

Parties interested in obtaining a copy of this RFP No. 19-001CA may do so by downloading at no cost from the City's website: <https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4> or by emailing their request to [carolyn.appelt@coronaca.gov](mailto:carolyn.appelt@coronaca.gov). Please include the following information in your request: name and address of firm; name, telephone and email address of contact person; specify RFP No. 19-001CA.

**Closing:** Proposals shall be submitted at or before 12:00 p.m., August 16, 2018 at the City of Corona Administrative Services Department – Purchasing Division, 400 South Vicentia Ave., Suite 320, Corona, CA 92882. All proposals must be identified with the RFP number written on the outside of the envelope. Proposals received after the Closing will be returned unopened.

Certain categories of services included in the scope of work of this RFP are subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful consultant, copies of which are on file and will be made available to any interested party upon request from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful consultant at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subconsultant may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each consultant and

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

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

Signed,

*Carol Appelt*

Purchasing Specialist IV  
City of Corona | Administrative Services Department  
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882  
Phone: (951) 279-3629 | Email: [carolyn.appelt@coronaca.gov](mailto:carolyn.appelt@coronaca.gov)  
Website: [www.coronca.gov](http://www.coronca.gov)

infostores



July 17, 2018

**SUBJECT:     REQUEST FOR PROPOSALS (RFP) No. 19-001CA**

**SECTION I**

**INVITATION**

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

**Traffic Corridor Impact Study and Design Services  
for Ontario Avenue Widening  
Project No. 2017-11**

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

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

1. Issue RFP ..... July 17, 2018
2. Advertise ..... July 20, 2018
3. Written Questions from Consultant Due..... July 30, 2018 @ 12:00 p.m.
4. Responses from City Due ..... August 6, 2018
5. Proposals Due ..... August 16, 2018 @ 12:00 p.m.
6. Proposal Evaluation Completed..... August 24, 2018
7. Consultant Selection Interviews ..... September 4, 2018
8. Contract Negotiations ..... September 7, 2018
9. Consultant Selection ..... September 11, 2018
10. Council Approval..... October 3, 2018
11. Notice to Proceed..... October 29, 2018

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## **SECTION II.**

### **RFP INSTRUCTIONS**

#### **A. Proposal Format**

The proposal should consist of the following sections, at a minimum. Supplemental information beneficial to the proposal is acceptable as attachments or Appendices if they are directly applicable. Consultants are encouraged to be concise with the company background and experience sections and instead focus on the Project Understanding, Approach, and Scope of Work.

1. Project Understanding & Approach
2. Work Plan
3. Project Schedule
4. Labor Hour Estimate and Fee Proposal (Break down job classification and types of costs by amount and/or rates)
5. Summary of Experience & References
6. Appendices

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

1. By submitting a proposal, consultant represents that they have thoroughly examined and become familiar with the work required under this RFP, have reviewed the project location, understand the project objectives and that they are capable of performing quality work 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 submitting a "No Offer" letter is considered a response.

#### **C. Addenda**

Substantive City changes to the requirements 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 Agreement. 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.

## **D. Clarifications**

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

Should a consultant require clarification to this RFP, the consultant shall notify the City in writing in accordance with Section D.2 below. Upon such notification should the City find that the point in question is not clearly and fully set forth in the RFP; the City may issue a written addendum clarifying the matter.

### **2. Submitting Requests**

All questions, clarifications or comments shall be submitted via email to [carolyna@coronaca.gov](mailto:carolyna@coronaca.gov) no later than **12:00 p.m., July 30, 2018**. Inquiries received after this date and time will not be accepted. It is consultant's sole responsibility to call 951-279-3620 or email [carolyna@coronaca.gov](mailto:carolyna@coronaca.gov) to ensure that all written questions, clarifications or comments were received by the City.

### **3. City Responses**

Responses from the City will be communicated in writing by Addendum and will be sent via e-mail to all known recipients of this RFP that have provided a contact name, address and email information to which addenda may be sent. Addenda will also be posted on the City of Corona website and can be accessed via the link below no later than 72 hours prior to the proposal Due Date and Time. It is the sole responsibility of Consultants to ensure they have received all addenda prior to submitting a proposal.

<https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>

## **E. Submission of Proposals**

### **1. Date and Time**

All sealed proposals are to be submitted to City of Corona, Attention: Carol Appelt, Purchasing Specialist IV, no later than 12:00 p.m., August 16, 2018. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

### **2. Address**

Sealed Proposals shall be addressed as follows:

**City of Corona  
Administrative Services Department – Purchasing Division  
Carol Appelt, Purchasing Specialist IV  
400 S. Vicentia Ave., Suite 320  
Corona, CA 92882**

It is the sole responsibility of consultants to ensure their proposal is received at the time and place indicated in this RFP. **Late or misdirected proposals shall be rejected and returned unopened without exception. Postmarks are not accepted.**

*No oral or telephone proposals will be considered. No forms transmitted via the internet, e-mail, facsimile or any other electronic means will be considered unless specifically authorized by City as provided herein.*

### **3. Identification of Proposals**

Consultant shall submit a sealed proposal package consisting of:

- a) One (1) **signed original and three (3) copies** of its proposal;
- b) A completed and signed Price Form and Fee Table in a **separate sealed envelope** marked "Price Form"; and
- c) One (1) computer disc (CD or DVD) or USB flash drive with digital files of items a) and b) above saved as portable document format (PDF) files.

The sealed proposal package shall be addressed as shown above, bearing the consultant's name and address and clearly marked as follows:

**Traffic Corridor Impact Study and Design Services  
for Ontario Avenue Widening  
Project No. 2017-11  
RFP 19-001CA**

### **4. Acceptance of Proposals**

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

### **F. Proposal Withdrawal**

Prior to the proposal opening, a proposal may be withdrawn by the Consultant only by means of a written request signed by the Consultant or its properly authorized representative. Such request must be received by Carol Appelt. After that time, consultants may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful consultant(s) withdraw their proposal(s).

### **G. Pre-Contractual Expenses**

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

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

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

**H. 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 request additional information from the consultant as appropriate, 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.

**I. Acceptance of Order**

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

**J. 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. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City's website:

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

**K. Prevailing Wage and Compliance with Davis-Bacon Fair Labor Standards Act**

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



**L. Insurance Requirements**

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

**M. SB 854 Requirements**

1. Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5.
2. **The DIR registration number for each consultant and subconsultant must be identified on consultant's proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each consultant's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

**N. 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, experience, and expertise in all aspects of the services requested in this RFP. Following is what the City considers important in evaluating the proposals and the Teams for a successful project. Minimum requirements are as follows:

##### **A. Evaluation Criteria**

Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	25	
Experience working with Caltrans and County of Riverside	15	
Fiscal responsibility	10	
Total	100	

##### **1. Project Understanding - 25%**

- Explanation of the project, identification of key requirements and constraints to consider and address.
- Demonstrated knowledge of scope of work required and capability of performing specific tasks outlined in the RFP as assigned to specific individuals.
- Logical and effective course(s) of action to meet project goal(s).
- Thoroughness and reasonableness of the project schedule with emphasis on processing requirements through Caltrans District 8.
- Innovative approaches enhancing value and constructability.

##### **2. Experience with similar kinds of work - 25%**

- Demonstrated knowledge of the scope of work required, capability of performing specific tasks outlined in the RFP.
- Provide a summary of the Consultants team's overall capabilities, history, recent and related experience, and expertise within the last five (5) years.
- Emphasize the experience and abilities relevant to the specific engineering and environmental services described in this RFP
- Unique qualifications of key members of this project.
- Have a minimum of three (3) similar projects within last five (5) years providing the same or similar services requested in this RFP.

**3. Quality of staff for work to be done 25%**

- a. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
- b. Qualifications, education, technical competence, and experience of firm's staff and sub-consultants assigned to the Project.
- c. Key personnel's level of involvement in performing related work.
- d. Staff and/or sub-consultants experience coordinating and obtaining CEQA environmental approvals.
- e. Logic of project organization and adequacy of labor commitment.
- f. Have a written QA/QC process in place, including review of sub-consultants' work, and the review of overlapping work tasks.
- g. Provide reference(s) of agencies you have contracted with, providing the same or similar services in the last five (5) years.

**4. Experience Working with Caltrans and County of Riverside – 15%**

- a. Staff and/or sub-consultants experience with right-of-way acquisition and related services per Caltrans requirements.
- b. Degree of understanding of the project, the work to be done and understanding of state requirements, and the process of obtaining approvals through Caltrans District 8 Local Assistance.
- c. Knowledge of Caltrans structures design requirements.

**5. Financial Responsibility – 10%**

- a. Strength and stability of the firm and sub-consultants
- b. Value provided and reasonableness of the Consultant's hourly rates, labor hours, and fee required to perform the work in relation to the scope of work and other proposals received. The total fee for non-optional and optional tasks will be judged for value and used as the basis of comparison between the proposals submitted.
- c. Ability to maintain the project within the consultant's and City's time frame.
- d. Consultant's cost variance as compared to budget and schedule and City's time frame.
- e. Description of opportunities (if any) to minimize costs, expedite the schedule, enhance constructability and add resultant value to the project.

**B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by City staff (Evaluation Committee) and may include personnel from stakeholder agencies, such as Caltrans in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

1. Generate a "short list" and conduct interviews with as many as the top four (4) candidates;
2. Conduct on-site visits and/or tours of the candidates' places of business or similar projects designed for other agencies;
3. Conduct negotiations with the most qualified candidate(s).

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

Subsequent to interviews, if conducted, the Evaluation Committee will further discuss and score the presentation and responses to questions using the same set of scoring of the interviews. The proposal score will count for 60% of the overall combined score and the interview, if scheduled, will count for 40% of the combined score. The final combined score will determine a final ranking of the Consultants.

**C. AWARD**

Negotiation may or may not be conducted with Consultants; therefore, the proposal submitted should contain Consultant's most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations with the highest ranked Consultant and open negotiations with the next highest ranked Consultant.

City staff will submit a recommendation to City Council for consideration and approval of the proposal(s) evaluated by staff to be the most qualified for this project.

The City anticipates making final selections and awards on or about September 11, 2018.

**D. Notification of Award and Debriefing**

Consultants that submit proposals shall be notified in writing regarding the consultants who were selected as part of the top ranked list. Such notification shall be made within 10 days of the date of list approval.

Consultants that were not selected as part of the top ranked list may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Consultants that wish to be debriefed must request the debriefing in writing, and the City must receive the request within 3 days of notification of list approval.

**F. Implementation**

A kick-off meeting will be held after contract award. Consultant's Project Manager and key team members will meet with the City of Corona staff to conduct introductions, discuss scope of services, meetings, project needs and implementation process.

Following the kick-off meeting a formal Notice-to-Proceed (NTP) may be issued after the agreement is fully executed and all insurance documents and contents of all required documents have been received and approved by the City.

## **SECTION IV.**

### **PROJECT DESCRIPTION AND SCOPE OF WORK**

#### **Traffic Corridor Impact Study & Design Services for Ontario Avenue Widening Project No. 2017-11**

##### **A. PROJECT DESCRIPTION**

The Design Services Contract consists of the preparation of Environmental Documents, technical studies, traffic corridor impact study, construction plans, Engineer's construction cost opinion, Technical Specifications and bid schedule for the widening of Ontario Avenue from State Street to Compton Avenue. The Project consists of widening Ontario Avenue under Interstate 15 between State Street and Compton Avenue. Design shall also include plans for the construction of a new traffic signal at the intersection of Ontario Avenue and State Street. Ontario Avenue east bound direction currently consists of one (1) through lane, two (2) left turn pockets for north bound Interstate 15. The ultimate configuration will consist of a new right-turn pocket for Interstate 15 south bound, two (2) through lanes and two (2) left-turn pockets for north bound Interstate 15 with 6' sidewalk. Ontario Avenue west bound currently consists of two (2) through lanes and one (1) right-turn pocket for north bound Interstate 15 and one (1) left-turn pocket for north bound Interstate 15. The ultimate configuration will consist of three (3) through lanes and one (1) left-turn pockets for north bound Interstate 15 with 6' sidewalk. Ontario Avenue east of Interstate 15 will also include a raised hardscaped median to State Street to control left turn movements. Also included is preparation of right-of-way legal descriptions and plats with right-of-way costs for the proposed widening. Professional services shall include, but not limited to, the following:

1. Corridor Traffic study and alignments analysis will provide an infrastructure base conceptual plan to identify needed improvements to Ontario Avenue and the on/off ramps for capacity improvements, reduced congestion, determine the identification of critical turning movements and reduction of conflicting movements. Innovative improvement concepts to reduce traffic impacts within the corridor.
2. Design of Ontario Avenue and all ramp alignments based upon the consultant's approved traffic study.
3. Tie-back retaining walls east and west bound direction under Interstate 15 and concrete retaining wall design for the ARCO service station to accommodate a right turn pocket.
4. Raised hardscape median from Interstate 15 NB to State Street will allow WB left turns into Shell gas station, allow EB left turns on to State Street.
5. Verify all ADA ramps in the project limits are compliant with current ADA requirement, if not provide new improvement plans for those locations.
6. Topographic and ground survey for street and off ramp improvements and boundary surveying for right of way.
7. Preparation of environmental documents and all other related documents to comply with applicable local, and state regulations, policies, procedures, manuals and standards to obtain CEQA environmental approvals.



8. Right-of-way Engineering, preparation of property appraisals including property within County limits, legal descriptions, plats, temporary construction easements, right of entry's etc. and record of survey for property dedication and acquisition purposes. Please show a conservative cost estimate for each parcel that is to be acquired. Right-of-way mapping, temporary construction easements, access denial limits, and all legal descriptions per City of Corona requirements.
9. Utility coordination and prepare all correspondence, exhibits and drawings, required notices to the utilities (3 minimum) for the relocation of their facilities. The City will print all correspondence on City letterhead for the consultant; the consultant is required to provide a prior right check on any utility that requires relocation.
10. Utility potholing with potholing log and plan view exhibit that shows location and depth of utility. The Consultant shall determine the number of potholes required to complete the design work. If additional potholing is required, the Consultant shall assume all costs associated with the additional potholing. The company providing the potholing shall be authorized to work within the public right-of-way and provide adequate traffic control for their work. For the RFP, assume 40 potholes.
11. State Street shopping center entrance: modify entrance to eliminate the right in and right-out movement to allow full movement at this entrance.
12. Obtain encroachment permit from the County of Riverside.
13. Coordination with County of Riverside for all work within the County of Riverside.
14. Storm Drain modifications and design.
15. Storm Water Pollution Plan Preparation (SWPPP).
16. Geotechnical engineering reports/log of test borings/seismic data.
17. Preparation and approval of encroachment permit which includes submittal and to the Caltrans District 8.
18. Traffic signal modification plan for Compton Avenue, new traffic signals at both on/off ramps of the Interstate 15 and State Street intersection.
19. Traffic Signal Plans for construction of new traffic signal at Ontario Avenue and State Street.
20. Operational Improvements, use of video detection cameras, fiber optic cable and new PTZ cameras at Compton Avenue and State Street and two (2) count stations, one near State Street and the other near Compton Avenue.
21. Street Lighting Plans / Street lighting modification plan conversion to LED.
22. Stage Construction Plans.
23. Traffic Control Plans.
24. Signing and Striping Plans to be prepared by a California Registered Civil Engineer.
25. Landscape and Irrigation modification plans for affected properties.
26. Final Plans, Specifications and Estimates (PS&E).
27. Bid and construction assistance (including but not limited to shop drawing review).  
The consultant should assume 12 RFI questions and 6 shop drawings to review which should include two revisions per shop drawing.

Technical Specifications section must conform to the Greenbook for the street portion of the project and Caltrans technical specifications and standard plans for the tie-back retaining wall design, concrete retaining wall, ramp improvements, and new traffic signal design at the existing on/off ramps and State Street. Consultant will prepare and process Encroachment Permits with Caltrans District 8 and the Department of Transportation County of Riverside. The objective of this work is to complete the design, right-of-way

approval and secure approval of all plans, specifications, estimates, and permits from all applicable agencies for the Ontario Avenue widening in order to advertise, bid, and award a construction contract.

**B. PROJECT LIMITS**

The Project limits for the anticipated Ontario Avenue widening are from State Street to Compton Avenue as shown in **Exhibit A**.

**C. PROJECT SCHEDULE (Critical Path Method Schedule)**

Provide a schedule of anticipated services to meet the Scope of Work. Provide a schedule with a list of tasks and sub-tasks, including agency review time (assume 12 weeks for Caltrans review and agency review of the plans, time broken down as follows: 3 weeks review for Preliminary Design Review, 3 weeks review for 50% submittal, 3 weeks for 90% submittal, and 3 weeks for 100% submittal). Allow 6 weeks each for Caltrans to review the Environmental Documents and other required studies, internal QA/QC, and calendar days that are anticipated to complete each of the identified tasks and sub-tasks. Identify milestones and deliverables clearly on the project schedule.

**D. SCOPE OF WORK**

The selected Consultant is expected to prepare all reports, studies, cross sections and plans, to meet the requirements of the Project. Also included are data collection, coordination with utilities and other affected agencies, cost opinions, bid sheets, and technical specifications for the above described project as required. The Project will use Greenbook specifications and Caltrans where applicable. The Consultant will prepare and provide Greenbook formatted special provisions for project-specific requirements not otherwise provided in the Greenbook or Caltrans specifications. All engineering work shall be performed by a Professional Engineer registered in the State of California. All surveying work shall be performed by a Licensed Surveyor registered in the State of California. All reports, plans, and cost opinions will be to a level of professional competence that is common among engineers performing like services. All final reports, plans, technical specifications, and cost opinions shall be stamped and signed by the Civil Engineer responsible for the work.

Prepare and submit permit applications as applicable; attend and organize meetings; revise and edit permit applications, plans, and exhibits as needed; and follow up with the agencies as needed to assist the City in securing all required permits. The City will pay all permit fees.

Prepare plans in AutoCAD 2015 .dwg format and provide a CD (or DVD) to the City in this format containing the plans (including all xrefs) along with PDF files.

Prepare final drawings for bidding and construction on 24-inch x 36-inch mylar. Revise record drawings for As-Built on 24-inch x 36-inch mylar after completion of project. The original drawings and digital files shall be the property of the City.



## **1. Data Collection**

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the underground improvements and easements, centerline, ROW, and private property lines.

The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the underground improvements and easements, centerline, ROW, and private property lines. The selected Consultant will be expected to determine what data sources are necessary to gather and by what date, and to prioritize the gathering of that data. Consultant shall research and review all previous work performed to date in the Project vicinity that impacts the design of the improvements, including but not limited to:

- a. Existing improvement plans/utility plans/engineering reports of record
- b. Right-of-way mapping, ownership records (Title Reports)
- c. Preliminary engineering and reports for this Project
- d. Environmental clearance and mitigation measures
- e. City/other agency engineering design standards, codes, and plan processing procedures

The Consultant shall positively locate all utilities in accordance with underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements, such as gas lines, sewer lines, storm drains, or water lines. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement, with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. Potholing information and plan shall be submitted to the City after completion of this task. If an area of possible conflict was not potholed during the project design phase and the City determines that additional potholing is required, the Consultant shall pothole the area to verify the conflicts at no additional cost to the City.

The City expects that the selected team will make the best use of existing data to minimize waste and duplication of work efforts.

## **2. Coordination**

Consultant shall coordinate with other involved agencies and private developers for compatible design and phasing of construction with existing and proposed conditions. Coordination may include, but will not necessarily be limited to the following:

- a. Transportation Department County of Riverside
- b. Caltrans
- c. Riverside County Flood Control and Water Conservation District (RCFC&WCD).
- d. Utility Companies

Caltrans will exercise review and approval function through the City Project Manager at key points in the development process. All contacts with Caltrans will be directed through the Design Firm. The Department of Transportation County of Riverside may also exercise review and approval of work extending into their jurisdiction. Milestone Project design reviews will be performed for the specific products and deliverables listed herein. The City Project Manager will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by Consultant with approval of City.

Consultant shall supply to other agencies and utility companies the minimum number of sets required by them for their review along with any other required data, including permit applications. Process plans and technical specifications to obtain permits/approval from other agencies as required for construction of the improvements. Permit application fees will be reimbursed, and/or paid for, by the City for the amount stipulated on the permit or receipt.

### **3 Standards**

The Project plans, specifications, and estimates shall be prepared in accordance with current Caltrans' regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements. Improvements of local roads may be prepared in accordance with City standards in lieu of Caltrans standards as directed by City. All Documents shall be prepared using US standards and dimensions.

### **4 Site Survey**

All surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible to verify datum with the City.

The surveyor shall complete a topographic survey map of the site to prepare a base map for the street improvement plans, tie-back retaining wall, concrete retaining wall, and right of way engineering. The field survey will also be required to provide existing property corners (for determination of right of way take), spot elevations, identify any unknown features, identify all known existing utilities in the street and on private property, cross sections. Develop a base map of the proposed alignment, including public right of way and proposed right of way take with new legal descriptions, Plats, Record of Survey, property lot lines, street centerlines, bench marks and monuments, Control points shall be confirmed and shown on the plans, conduct site visit to identify all existing improvements and conditions that may affect the design and construction of the proposed project. and existing site conditions.

### **5 Design**

Roadway, tie-back retaining wall, concrete retaining wall, Landscape and Irrigation modification design shall be in accordance with the current Caltrans Design Manuals and revisions. Basic design shall be in accordance with the approved design standards and final environmental document with supplements and updates.

Tie-back retaining wall and concrete retaining shall be prepared in accordance with the Caltrans Design Manual, and Division of Structures current edition.

Roadway and Traffic Signal plans shall be prepared in conformance with the current Caltrans standards and requirements. All Roadway and Traffic Signal plans shall be on single sheet files. Graphic files shall conform to the Caltrans current standards and requirements for Data Format.

Landscape and Irrigation modification plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

Special Provisions shall be prepared using Microsoft Word conforming to Caltrans format and content. Tie-Back retaining wall and concrete retaining and traffic signal(s) within Caltrans right-of-way shall be prepared in conformance with the Caltrans Specifications current edition.

All plans for roadways or related facilities within City jurisdiction shall conform to the City's Standard Plans and design standards.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

## **6 PS&E**

Plans and specifications shall be prepared in conformance with the current editions of the Caltrans Guide for Submittal of Plans, Specifications, Estimates, Standard Plans, Standard Specifications, and Standard Special Provisions. As part of the work involved in the preparation of the plans, specifications and estimate, the Consultant shall prepare and furnish special provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and City approved standard special provisions.

Roadway and Traffic Signal plans shall be prepared in conformance with the current Caltrans standards and requirements. All Roadway and Traffic Signal plans shall be on single sheet files. Graphic files shall conform to the Caltrans current standards and requirements for Data Format.

Landscape and Irrigation modification plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

All plans for roadways or related facilities within City jurisdiction shall conform to the City's Standard Plans and design standards.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

## **7 Geotechnical Design Report**

The Geotechnical Design Report shall be prepared in conformance with current Caltrans standards and requirements.

A qualified geotechnical engineer shall prepare a draft Geotechnical Design Report (GDR). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures.

A qualified geotechnical engineer shall prepare a Preliminary Foundation Report in accordance with Caltrans requirements. Sufficient borings and material samples shall be taken to determine the road structural section and slope stability. Consultant shall propose a Traffic Index (TI) for the all lanes and obtain City and Caltrans concurrence. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control.

## **8 Environmental Documentation (ED)**

The Consultant shall prepare a new Environmental Evaluation document in accordance with Caltrans and federal guidelines and procedures. The Consultant shall prepare the Purpose and Need and other required documents. The Consultant will prepare the necessary technical studies and ED pursuant to CEQA, and related requirements for the proposed Project, to address, as appropriate, traffic, noise impacts, air quality, lighting, hazardous waste, aerially deposited lead. Once the appropriate level of ED has been identified, the ED and supporting technical studies will be submitted to the City, Caltrans as appropriate, for review and approval. In addition to preparing the environmental documentation, the Consultant will also be responsible for the CEQA public involvement processes.

## **9 Calculations**

All roadway calculations and structural analyses and design will be performed using Caltrans current standards and requirements. Data files and results will be submitted in a Digital Media format and hard copies. Street cross section shall also be included in the project PS&E to determine the earth work quantities.

## **10 Computer Aided Drafting and Design (CADD)**

All plans will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual to assure complete compatibility.

## **E. SERVICES BREAKDOWN:**

### **1. Project Administration**

Project Development Team (PDT) meetings with the City Project Manager and other representatives from affected agencies will be held at least once a month and may be held on a bi-weekly basis. The Consultant shall prepare meeting agendas and minutes for each meeting. The minutes shall be distributed within 5 days after the meeting to

all attendees. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items with assignments, and all follow-ups to the action items.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use on this phase of the project and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task but shall be included as part of Project Administration. The Consultant shall attend meetings as required to complete the Project, including Caltrans Safety Review meeting, if required, Design Review meetings, Constructability Review meetings, Quality meetings, and informational meetings with stakeholders. Provide the deliverables listed in other sections of the scope of work.

**a. Budgeting**

The Consultant will prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control. Budget for the following items:

Meetings

1. Kickoff Meeting
2. Monthly progress conference calls and other project/progress meetings as needed
3. 30% Submittal
4. 50% Submittal
5. 90% Submittal
6. 100% Submittal
7. Pre-Construction (optional)
8. Council Meeting (if requested)

**Task 1 Deliverables**

1. Meeting Agendas & Minutes (electronic)
2. Monthly Status Reports (electronic)
3. Monthly Updated Project Schedules (electronic)
4. Monthly Invoices.

**b. Cost Accounting**

The Consultant will prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs, and sub-consultant costs. These reports will be included as supporting data for invoices presented to the City each month. The Consultant shall submit variance reports to show budget / schedule considerations and project efficiency.

**c. Scheduling**

Project Schedule shall be submitted to the City within one (1) month from the Notice to Proceed (NTP). The Consultant will provide a detailed Project schedule which indicates milestones, major activities, and deliverables to the City for review

and comments. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, if necessary, due to changing circumstances. Plans submitted to the City that are incomplete shall be returned to the Consultant unchecked, and the Consultant will be expected to maintain the Project delivery schedule at no additional cost to the City. Consultant shall be familiar with Caltrans' plan check submittal procedures and timelines and shall schedule plan check submittals in order to maintain the Project schedule. The bridge tie back wall plans will likely require Caltrans Structures Division review. Scheduling software is to be approved by the City.

**d. Quality Control Plan**

The Plans, Specifications, and Estimate (PS&E) will be subject to quality control reviews before submittal, including sub-consultants. These reviews will assure conformance to Caltrans and City standards and criteria as well as minimize typographical omissions. Consultant shall submit documentation of the completed QA/QC review.

**e. Progress Reporting**

Progress reports shall be prepared in accordance with City guidelines. Reports will be required monthly and shall be accompanied by an invoice and other documents that may be required.

**f. Contract Administration**

The Consultant's Project Manager will maintain ongoing liaison with the City Project Manager, agencies, and utility companies to promote effective coordination during the course of project development. Progress meetings with Consultant's staff, sub-consultants, and the City Project Manager will be held regularly.

**2. Research Existing Conditions, Utility Survey and Mapping**

Research existing conditions and plans as necessary for the design of requested improvements. This Task includes, but is not necessarily limited to, the following items:

**a. Research**

Perform research of records and documents including utilities and other agency records as necessary to secure information required to identify, locate, and accurately layout all existing improvements, easements, right-of-way, and property lot lines within project limits that may interfere with the proposed improvements. The information to be researched will be, as a minimum, the following:

1. Obtain and Review existing record drawing plans and geometric alignment of Ontario Avenue.
2. Obtain pertinent survey records, including benchmarks, intersection ties, control and adjacent property lines.
3. Perform utility investigation/utility coordination and provide utility relocation recommendations, if necessary.



4. Review utility franchise agreements and become familiar with prior rights issues.
5. Perform field investigation and measurement to assess existing site conditions.
6. Provide a copy of all utility notifications and responses to the City prior to first progress payment being made.

The Consultant shall determine the ownership rights (utilities in their own easement or utilities in by City franchise agreement) of utilities affected by Project construction and shall coordinate and notify the City if any costs are to be paid by the City for utility relocations early in the design process. The Consultant shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are attached to the City construction plans including the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities within the Project limits.

**b. Site Survey and Site Visit**

The Consultant shall complete a topographic survey map of the project site to prepare base maps (with coordinates) for the proposed street improvement plans. Develop a base map of the proposed alignment, including public rights-of-way, property lot lines, street centerlines, monuments, and bench marks. Control points shall be confirmed and shown on the plans. Conduct site visit to identify all existing improvements (driveways, fences, walls, trees, curb ramps, manholes, valves, blow off devices and other ancillary improvement, etc.) and conditions that may affect the design and construction of the proposed project. Evaluate the site to determine required improvements (curb and gutter, sidewalk, uplifts, pavement rehabilitation or overlay, storm drain improvements and existing site conditions).

**c. Surveying**

Provide complete aerial topographic survey and photo at 1" = 20' scale for Ontario Avenue from Compton to State Street. The aerial photo limits shall be 300 feet west of Compton Avenue and 300 feet east of State Street including curb returns at intersecting streets along alignment. The topographical survey shall extend 200 feet outside the ultimate Right-of-Way and shall provide comprehensive information on existing improvements including substructures, while the aerial photo shall depict all adjacent properties in their entirety with accurate elevations and locations of improvements for the affected properties. In addition to the aerial topographical survey, on-the-ground field topographical survey work to include the following:

1. Provide one (1)-foot contours based on City of Corona vertical datum (NGVD 29).
2. The topographical survey shall extend 200 feet outside the ultimate right-of-way, providing comprehensive information on existing improvements, including substructures.
3. Provide centerline cross sections at 50 feet intervals, at driveway approach midpoints and adjoining streets, join line locations, grade breaks, survey

monuments, existing and proposed property join elevations, pavement ¼ points, EP, EG, FL, TC, and back of walk.

4. Provide spot elevations at critical locations along the alignment to verify vertical control and check existing improvements and utilities, that may need to be relocated due to the proposed improvements.
5. Survey flow-line elevations of existing storm drains, existing utilities, catch basins, under sidewalk drains entrance / exit, tributary channels cross sections for 100 feet at 10 feet intervals, driveway elevations, including top of “X”, property join lines, slope, breakover angles, walls – top of footing and top of wall.
6. Identify existing medians, street striping, parkway facilities, all manholes, pull boxes, electrical controller boxes, irrigation facilities, venting facilities, BC and EC of all curb returns, driveway locations and widths, walls, light poles, underground facilities, and points of connection for electrical and water sources.
7. Show surface features and visible indications of existing utilities based on NAD 83 horizontal control to include curbs and gutters, sidewalks, and other elements relevant to prepare a comprehensive topographic map suitable for street improvement and bridge tie back wall design and construction. Provide the utility and street light pole numbers and locations.
8. Establish street centerlines, curve information, right-of-way lines existing and proposed, and all easements from available record information.
9. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction.
10. Show parcel lines, lot lines, property lines, property address, existing, ultimate and proposed right of way, driveways, trees, and appurtenances.

**d. Freeway Ramps**

1. Obtain Caltrans encroachment permit to perform survey.
2. Provide topographical survey of the south and north bound on/off-ramps including cross sections at 25 feet intervals from the freeway gore point to the Ontario Avenue pavement ¼ point. The survey shall extend 75 feet outside the ramp EP to the west and 50 feet outside the ramp EP on the east. Include any signs, lane striping, pull boxes, drainage facilities, etc.
3. Survey the curb returns and curb and gutter for both the existing and proposed locations for the south and north bound on/off-ramps.
4. Provide topographical survey for 300 feet up all on/off ramps for possible ramp modification.

**e. State Street**

1. Provide topographical survey for State Street extending 300 north and south of Ontario Avenue.
2. Provide the height and location of the wires for the overhead utility lines.
3. Provide the location of drainage facilities that connect to the public facility from private property.
4. Provide the location of the large trees (2) on State Street and on Ontario Avenue near the intersection.



### **3. Traffic Study**

The Consultant shall prepare an Ontario Avenue Corridor Traffic Impact and Capacity Study. This study is proposed to address the feasibility of improving the roadway to current project demands and compare the results with the ultimate improvements (2035). The Consultant is required to produce a design level traffic study for the Project to consider completion by 2019 and post 2035 traffic projections. This work will provide an update to the 2007 KOA Traffic Study conducted for the Project.

An analysis of the existing conditions is to include consideration of critical intersection vehicular capacity operations for AM Peak, PM Peak, Off Peak and a collision history. This analysis will establish a proper framework to compare future geometric configurations and performance scenarios for traffic flow and movements on the street.

An analysis of the impact of driveway and intersection turning movements on congestion, signal timing, and safety through a narrow street condition. A review of signal timing, queuing, lane capacity, and signal phasing is required. The Consultant is encouraged to apply innovative and creative solutions to this project. The Consultant will need to take driveway counts for this portion of the project.

Increasing the two existing eastbound lanes to three east bound lanes beneath Interstate 15 to Compton Avenue. The Southbound off ramp proposed alignment at a minimum shall include three (3) right turn movements and one (1). Left turn movement.

Provide an analysis of increasing Interstate 15 Southbound off-ramp from three lanes to four lanes and provide an exhibit showing the necessary improvements and the geometric requirements, including the Ontario Avenue intersection turning movements. Consider the impact to the existing slope and earth drainage channel to the west of the ramp, if any. Review the Interstate 15 improvements EIS for assistance.

Prepare an analysis and alignment for an exclusive right turn lane for the southbound Interstate 15 on ramp. Consider the required relocation of the SCE electrical vault, irrigation modifications, water system and utility requirements. Provide an exhibit that minimizes any right-of-way take and the most effective method to handle the impact of the widening on private property to the benefit of the City.

The existing westbound traffic includes a curb lane that serves as a right turn lane for the Northbound I-15 on ramp. This lane is proposed to be the third westbound through lane when the street is widened beneath the bridge. Prepare a study to widen the parkway area to provide an exclusive right turn lane for the northbound I-15 on-ramp. Include length of pocket and geometrics to connect effectively with the ramp.

Prepare a study for the State Street intersection to determine signal phasing, lane capacity, number of approach lanes, video detection, interconnect function, ATMS connection and signal timing.

#### **Task 1 Deliverables**

- 1. Draft Traffic Study**
- 2. Final Traffic Study**

### 3. Synchro analysis

#### 4. **Preferred Alignment**

The Consultant is to develop an alignment that considers the projects ultimate alignment objectives based upon the traffic study's findings, and right-of-way requirements that are most cost effective and have the least impact on properties. The Consultant must obtain clearance from the City prior to finalizing the precise alignment. Upon selecting the alignment, provide a complete geometric alignment design for the segment of Ontario Avenue from Compton Avenue to State Street. The exhibit should show all existing and proposed median islands, proposed lane configurations including left and right turn pockets, existing and proposed right-of-way lines, property lines, parcel lines, lot lines, easements, and acquisition, Assessor Parcel Numbers (APN) and street addresses of properties and property owner's names impacted by the proposed improvement, including legend identifying types of impacts; square footage, TCE's, addresses, etc. In addition, existing and proposed bus stop locations are to be shown on precise alignment plan.

#### 5. **Right-of-Way Engineering**

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with Caltrans Standards, California Civil Code, and the California Relocation Assistance law. Caltrans will review and approve all right-of-way-related work and deliverables. The right of way acquisition process shall include, but not be limited to the following:

##### a. **Right-of-Way Requirements**

The Consultant shall identify the need for new right-of-way, new access control, permanent easements, and temporary construction easements. Base maps shall show existing features consisting of lots along Ontario Avenue with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right of way to buildings, signage, commercial signs, vegetation, and improvements in the take areas and existing driveways.

The Consultant shall prepare legal descriptions, plats, deeds, and maps for each parcel acceptable to the City for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the project.

It appears that right of way from 4 parcels may need title reports. A residential property and commercial property on the south west corner of Ontario Avenue and State Street. A small parcel on the northeast corner of Ontario Avenue and State Street. An exclusive right turn lane for the I-15 southbound on ramp may require right of way from the ARCO gas station at that location. Title reports will be provided by the Consultant to the City.

Prepare plat maps, legal descriptions, final record maps and other necessary documents for the identification of existing and proposed rights-of-way, and Temporary Construction Easements (TCE's) based on identified Right-of-Way needs for the project. Plat maps and legal descriptions shall identify portions of

property takes by square footage. TCE's Right-of-Way acquisitions may result in direct impacts to existing on-site improvements, i.e., commercial signs, fire services and joining elevations at driveways and walkways. The Consultant shall consider the use of TCE's or Rights-of-Entry for those purposes.

The Consultant shall be responsible for all right-of-way activities from property appraisals to negotiation and acquisition of property using the Caltrans approved method.

- a. Right-of-Way legal description(s) and plat(s) for each property/parcel requiring dedication or acquisition.
- b. TCE legal descriptions and plat(s) for each property/parcel requiring the need for the purposes of removal, demolition and construction of improvements.
- c. The consultant shall provide an MAI appraisal for each parcel/property to be acquired.
- d. A copy of reduced size set of improvement plans identifying each parcel requiring dedication or acquisition of property(s).
- e. Copies of Title Reports for each property/parcel requiring acquisition, shall be included in each binder.
- f. The Consultant shall provide a schedule for the right-of-way task and determine if it may be completed by the date set forth by the City of Corona, in conjunction with the scheduled construction start date for this Project and may not in any way impact said construction schedule.
- g. Should property negotiations not be settled and completed by acquisition agreements, the Consultant may be required to provide additional exhibits, including but not limited to: Right-of-Way maps, Aerial(s), deeds, sketches, power point presentation(s) of property(s) or CD's for legal counsel's purposes.

#### **4. Community Engagement and Communication**

Community engagement is a fundamental element of a successful infrastructure planning project. This Corridor impacts tens of thousands of people each day. The community engagement process should be designed to allow the general public and a variety of stakeholders to contribute to the understanding of the transportation issues along the corridor, develop an understanding of the transportation and engineering planning process, provide input on design alternatives, and seek consensus for the proposed alternative.

The community engagement process is intended to provide the community with the appropriate information to shape options as well as to understand the pros and cons of the various options under consideration during the planning process. It should afford the community the opportunity to learn about and participate in the development of this Corridor Plan.

The community engagement and communications component of this process should be designed to continue throughout the duration of the project. It should enable the Project Team to provide information to businesses, employees, commuters, transit providers and passengers, and other travelers regarding public meetings and opportunities to provide input in the planning process. The communications plan should provide ample

opportunity for stakeholders to engage in the Project and also learn of potential costs, benefits, and impacts of Corridor alternatives.

Key elements of the community engagement task will include:

**a. Development of a Guiding Community Engagement Plan**

The Consultant will develop a detailed Community Engagement Plan (CEP) at the onset of the Plan effort. Attend City Council Meeting or City Committees as required. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact-sheets, and graphical displays.

The Consultant shall develop a methodology to maintain community engagement and communication and provide for the distribution of information. This shall guide and focus the various stages of the outreach effort.

**b. Stakeholder Identification**

The Consultant will undertake an effort to develop an outreach program including all the appropriate stakeholders in the Plan area. The Consultant will work with City staff to establish an initial stakeholder database. Of key concern in this Project is the inclusion of those individuals and interests covered by the Americans with Disabilities Act (ADA). Specific efforts will be made to identify, contact, and involve existing and potential travelers along the Corridor.

**c. Public Meetings and Schedule**

While City staff will be in attendance, the Consultant's community engagement specialist will conduct all community meetings. This scope assumes at least three major meetings related to key milestones: Project Introduction, Concept Design options, and Preferred Design Selection and Next Steps. Consultant's CEP shall also include other public meetings which are, in its professional judgment, needed to engage the community in Plan development.

The Consultant will also provide technical background materials, visual aids, and other on-site assistance as needed. Meetings with the general public, and other identified groups if needed, will be designed and scheduled to facilitate information exchange and listening opportunities at key intervals throughout the process. A tentative schedule for public meetings will be developed as part of the CEP. Use of roadside changeable message signs and other-directed approaches are to be considered.

**d. Progress Meetings with City Staff**

Consultant shall establish a schedule for regular progress meetings with the City Project Manager. Minimum expectation is monthly meetings with more frequent meetings needed in the initial Plan phase. Written progress reports shall be prepared for such.

## **5. Hazardous Materials Assessment/Survey & Report**

### **a. Hazardous Materials/Waste Site Assessment**

The Consultant will perform and prepare an intrusive site investigation to determine if there are any known or potential hazardous materials within the proposed project limits. The removal of the lane striping will need to be reviewed. Potential locations are south side of Ontario east of the gas station and beneath the I-15 bridge.

### **b. Assessment/Survey – Environmental Site Assessment (ESA-1)**

Perform hazardous material sampling analysis, assessment and survey for all surface/sub-surface structures (including but not limited to asbestos, lead, Underground Storage Tanks “UST”, identifying any existing on-site water wells interior/exterior structures, soil and groundwater contamination, etc.) within areas impacted by the right of way acquisition(s). Analysis, assessment, survey and inspection shall be performed by a Qualified Environmental Professional or Consultant, licensed and certified to practice in the State of California.

If the findings of the Phase I ESA determine a likelihood of site contamination the proposal should include the work required to conduct Phase II Environmental Site Assessment. The Phase II Environmental Site Assessment should be outlined as additional work.

Project Report Upon completion of the hazardous material analysis, assessment and survey, the Consultant shall document all these and submit a “Project Report” outlining field procedures, sample descriptions, quantities, condition and locations.

#### ***Task 1 Deliverables***

1. Draft Report
2. Final Report

## **6. Utility Locating/Potholing**

This task involves the collection, assembly, and mapping of existing overhead and underground utility lines within the Project limits. Obtain a list of all utilities within the Project limits from Underground Service Alert. Perform necessary research to identify and confirm existing utilities list and potential conflicts. As noted above, pothole existing utilities to verify depth and location. The company performing the potholing shall hold certification authorizing the firm to perform work in the public right-of-way. Provide all required traffic control and surface repair necessary for potholing work. At minimum, the Consultant shall:

- a. Research as required
- b. Prepare Notification letters, the City will print the notification letters on City letterhead for the consultant to mail
- c. Compile Utility Map of Records
- d. Utility Surveys
- e. Utility Potholes with plan view exhibit and pothole log
- f. Utility Pothole Surveys



- g. Prepare to Relocate Notice/Final Utility Notice Form, the Consultant shall provide the City all necessary exhibits and drawings needed for coordination with the utility companies
- h. Notice to Relocate minimum 3 relocation letters required

The Consultant shall determine the ownership rights (utilities in their own easement or utilities in by City franchise agreement) of utilities affected by Project construction and shall coordinate and notify the City if any costs are to be paid by the City for utility relocations early in the design process. The Consultant shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are attached to the City construction plans including the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities within the project limits.

### **Deliverables**

- 1. Summary of research findings: Technical Memorandum (1 draft paper copy plus electronic and one (1) final paper plus electronic)

## **7. Geotechnical Report & Pavement Evaluation**

Prepare a draft and final geotechnical report signed and stamped by a geotechnical engineer registered in the State of California. Report shall include a minimum of four (4) exploratory borings within the street segment at minimum depths of 10 feet, per boring, to establish physical and chemical properties of materials encountered and an evaluation of field and laboratory data including a summary of findings, conclusions, and recommendations for shoring and trench excavation, bedding and trench backfill, suitability of on-site materials for backfill, compaction, and pavement reconstruction.

Perform a pavement evaluation and soils testing for the Project area including deflection testing based on Caltrans' Method to evaluate existing pavement conditions. The final report should provide proposed alternate recommendations for the entire street with special attention given to the widened segments of the street. In addition, percentage of water soluble SO<sub>3</sub> testing is to be conducted for the purpose of compatibility with concrete design. Consultant shall use this information in designing the concrete mix. For AC coring and soil samples on existing roadways and City right of way, the Consultant will be required to obtain an encroachment permit from the City. The development of traffic control plans stamped by a traffic engineer will only be necessary at or near intersections. All other samples and work done at midblock can be done per WATCH manual. Laboratory results shall include maximum dry unit weight, optimum moisture, optimum compaction moisture, gradation, expansion results, and corrosivity. Boring log profiles and shear test diagrams shall also be provided. The report shall include an evaluation of existing pavement, structural section, and base condition. Alternate pavement structural section design, shall be considered (reconstruction, grind and overlay, etc. including ARHM) as determined by the

evaluation results. The Consultant shall calculate the design traffic index for approval by the City.

**Deliverables**

1. Draft Geotechnical Report and Pavement Design Scenarios
2. Final Geotechnical Report and Pavement Design Scenarios

**Geotechnical Report Tie-Back Wall**

Prepare a draft and final geotechnical report signed and stamped by a geotechnical engineer registered in the State of California. Report shall include a minimum of four (4) exploratory borings within the tie back wall locations at minimum depths to be determined by the Consultant for the proper design of the tie-back wall and to establish physical and chemical properties of materials encountered and an evaluation of field and laboratory data including a summary of findings, conclusions, and recommendations. In addition, percentage of water soluble SO<sub>3</sub> testing is to be conducted for the purpose of compatibility with concrete design. Consultant shall use this information in designing the concrete mix. For soil samples within the Caltrans right of way, the Consultant will be required to obtain an encroachment permit from Caltrans.

**8. Drainage**

There are several locations where street drainage flows beneath the sidewalk and into earthen channels, primarily within the freeway corridor. Catch basins are located within the street and their capacity will need to be analyzed for future flows. The Consultant shall perform a hydrology study to determine the amount of flow and provide a design that incorporates a pedestrian safe facility that will handle the drainage. Consider any ADA required improvements at those locations. Several catch basins exist along the street, based upon the hydrology analysis determine if adequate capacity is available.

Drainage structures within the widened areas will potentially need modification. The drainage condition west of the Interstate 15 southbound off ramp will need a structure modification for street drainage to be picked up beneath the sidewalk and flow into the dirt channel. Consultant shall design an improved condition at this location.

Several drainage inlets on public and private property exist east of the gas station adjacent to the Interstate 15 northbound off ramp. Additionally, a concrete sloped channel takes drainage from a property to the rear of the station carrying the water to the property line and then across the unimproved parkway into the street. It appears that this water is all picked up by an existing catch basin in the street right-of-way. This condition will need to be improved and included in the Ontario Avenue widening.

**Deliverables**

1. Draft Hydrology Report
2. Final Hydrology Report
3. Drainage improvements shown on widening plans

## **9. Traffic Signal Improvements**

### **a. State Street**

A new traffic signal is proposed for State Street and Ontario Avenue intersection. Three lanes westbound and three lanes eastbound are proposed. Approach lanes, phasing, queuing, lane capacity, speeds, video detection cameras in place of detection loops, PTZ cameras, fiber optic cable, count station, signing and striping, signal timing, etc. shall be determined by the traffic study. Approximately half the intersection is located in the County of Riverside and the Consultant shall provide the signal and intersection design based upon City requirements.

### **b. Compton Avenue**

A traffic Signal Modification may be required for the improvements for widening. Traffic study shall provide phasing, intersection geometrics, turning movements, video detection cameras in place of loops, signing and striping, fiber optic cable, count station and timing. Modify traffic signal may include new mast arms or modifications to the existing, controller, as needed.

### **c. Interstate 15 S/B On/Off ramp**

New signal design for the proposed widening and new controller video detection cameras in place of detection loops (Caltrans approval), fiber optic cable, signing and striping, signal timing, etc. Traffic study shall provide intersection geometrics, turning movements, and timing.

### **d. Interstate 15 N/B On/Off Ramp**

New signal design for the proposed widening new controller, video detection cameras in place of detection loops (Caltrans approval), fiber optic cable, signing and striping, signal timing, etc. adding new poles and mast arm. Traffic study shall provide intersection geometrics, turning movements, and timing.

### ***Deliverables***

1. Develop draft plans for intersections improvements
2. Run synchro analysis
3. Include in Ontario widening

## **10. Street Lighting**

Relocate street lighting system for widening in the Project area. Plans shall show foundational requirements of the street lights. The lighting system needs to take into account intersection safety lighting as depicted in the traffic signal or traffic signal modification plan. A separate street lighting plan shall be prepared to show poles, conduits, pull boxes and wirings. The Consultant shall include LED retrofit for the lights.

## **11. Landscape and Irrigation Modifications**

Develop a modification conceptual and final Landscape and Irrigation Plan for all parcels affected by the widening. Proposed improvements should take into account the



responsible party for maintaining the landscaped area(s), should define the private irrigation systems and connections for parkways and realize the on-site landscape and irrigation to be re-established. Landscape and irrigation plans may be double stacked. Planting and irrigation must comply with the latest water conservation standards.

## **12. Signs and Striping**

Develop plans to include removal of existing striping and installation of new striping for the Project area. Pavement delineation should include transitional areas to join into existing lanes. Plans shall include provisions to remove and replace all existing signs with new and improved signs with new reflectivity requirements. Striping and signing plans can be double stacked. Approval by the Traffic Section of the City of Corona, Public Works Department is required.

## **13. Traffic Control**

Provide construction phasing and traffic control plans including all necessary transition areas. Phasing and traffic control should be performed on a 24-hour basis. The City's minimum requirements are one lane in each direction with left turn lanes at the signalized intersections at all times. Traffic control plans shall be included at the 50% submittal for review.

## **14. Preliminary Design**

Develop a preliminary design of the project site to review with City staff and obtain Caltrans approval. An approximate 30% design level will constitute a Preliminary Design for this Project. Preliminary design will include, but not limited to the following:

- a) Existing utilities
- b) Permitting requirements
- c) Traffic impacts
- d) Easement requirements i.e., temporary construction if required
- e) Proposed alignment and typical cross sections
- f) Planned demolition
- g) Proposed connections
- h) Proposed bridge tie-back walls and typical cross section
- i) Preliminary construction cost estimate
- j) Schedule

### ***Deliverables***

- 1. Draft Preliminary Design Report (PDR)
- 2. Final Preliminary Design Report (PDR)
- 3. Preliminary Design Report PDR Review Meeting Agenda and Minutes
- 4. Structural Calculations and design will be performed using Caltrans current standards and requirements. as requested by Caltrans.

## **15. Improvements Report and Preliminary Design Review Workshop**

The Consultant shall prepare a draft Improvements Report that details the proposed improvements for the Project, including conceptual alignments and any necessary approvals required among outside agencies. The Consultant shall perform a preliminary design review workshop upon completion of the review of the conceptual alignment plan by the City. The workshop will provide information related but not limited to the street alignment, right-of-way requirements, proposed storm drain improvements, alternative considerations if any, constraints along the project, permitting issues, utility locations, survey, additional potholing and other issues affecting the final design.

During the 50% design workshop, the selected consultant shall present Power Point presentation that includes project background and scope but not limited to the following:

- a) Preliminary Design
- b) Traffic Study Recommendations
- c) Alternatives and their analysis
- d) Preferred design
- e) Right of Way Impacts
- f) Utilities/Cross Sections
- g) Permitting
- h) Operations (various method(s) to complete preferred design, drainage)
- i) Traffic (Signal, street lighting, striping and signing, traffic control)
- j) Project Timeline
- k) Project Cost

## **16. Final Engineering and Preparation of Construction Contract Documents**

Final Engineering shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate for the Project that will enable the City to advertise and award the construction contract for the Project. Components of this task include:

### **a. Required Permits**

Consultant shall, on behalf of the City, identify, prepare applications for, and assist in obtaining the permits and clearances required for public or private agencies/utilities or parties, for construction of the proposed facilities.

### **b. Easements**

Consultant shall, on behalf of the City, prepare temporary construction access easements necessary for construction.

### **c. Plan and Technical Specification Preparations (50%, 90%, 100%, and Final)**

Consultant will submit two (3) sets of 24-inch x 36-inch and two (3) sets of 11-inch x 17-inch plans on bond paper for each submittal. Consultant will submit four (4) sets of specifications (beginning with the 90% submittal). Paper submittals shall

be accompanied by a CD with scanned images (PDF files) of submittals. The final submittal shall include one (1) set of 24-inch x 36-inch original signed/sealed plans on bond paper, one (1) set of signed/sealed final specifications, appendices, bid form, opinion of construction cost, and electronic files as described herein.

Work shall include completion of:

1. Title sheet.
2. Vicinity and location map.
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses, basis of bearing and bench mark, general notes and abbreviations.
4. Existing improvements, including but not limited to base map, property lines, curb & gutter, sidewalk, centerline, right of way, all utility lines (above and underground), valves, blow-offs, air release valves, water mains, drainage facilities, field topographic survey/design survey, and physical features, fences, above-ground and below-ground improvements, trees and vegetation, striping and/or pavement markings, traffic loops and other details that are of benefit to and/or requested by the City.
5. Project demolition plans to include recycling and haul away to facility.
6. Provide piping plan, profiles, sections and details. Buried piping plans shall be plotted at 1" = 40' horizontal and 1" = 4' vertical scales and show all pipeline appurtenances, including, but not limited to isolation valves, check valves, air/vacuum valves, blowoffs, and cathodic protection (when required). Provide casing detail.
7. Typical street section with underground utilities.
8. Technical specifications and special provisions conforming to the Greenbook and the City of Corona Department of Public Works Modifications to Standard Specifications for Public Works Construction, latest edition and Caltrans Standard Specification and standards for the bridge, ramps and traffic signal portions of the design.
9. Prepare signing and striping plans, thermoplastic lane lines, raised pavement markers, and specifications for appropriate agency pavement legends design.
10. Construction details, detailed cost opinion and bid schedule. Reference City standard details in the plans for the street improvements and Caltrans standard details for the bridge, the ramps and the traffic signals.
11. Process plans with City staff for approval and make corrections as appropriate.
12. Consultant and City Project Teams to meet at regularly scheduled intervals for progress meetings. Consultant should plan on monthly progress meetings for the duration of the project, at a minimum.

Plans that are considered 50% complete shall contain items listed above in "1" thru "6". City will review and return 50% plans with comments pertaining to required improvements for the Project. Consultant shall incorporate comments and include items listed above in "7" thru "11" in the 90% submittal. Plans and technical specifications submitted as 100% shall incorporate all comments, all required permits and other agency approvals. Consultant shall provide a digital copy of the

approved project plans in AutoCAD version 2015 or later, and PDF to the City on a compact disc.

**d. Engineer's Construction Cost Opinion (90%, 100% and Final Document)**

- a. Engineer's construction cost opinion and quantity takeoff (in MS Excel format) for use by the City to advertise for bid.
- b. Bid schedule/measurement and payment.
- c. Estimated bidding/construction schedule.

**e. Project Submittals**

The Consultant shall provide the following deliverables during the course of the work:

**Deliverables**

1. 50% Submittal: two (2) sets of 24-inch x 36-inch and two (2) sets of 11-inch x 17-inch plans on bond paper and 1 electronic.
2. 90% Submittal: Engineer's Construction Cost Opinion, two (2) sets of 24-inch x 36-inch and two (2) sets of 11-inch x 17-inch plans on bond paper, 4 specifications paper copies, and 1 electronic.
3. 90% Submittal: Engineer's Construction Cost Opinion, two (2) sets of 24-inch x 36-inch and two (2) sets of 11-inch x 17-inch plans on bond paper, 4 specifications paper copies, and 1 electronic.
4. 100% Submittal: Engineer's Construction Cost Opinion, two (2) sets of 24-inch x 36-inch and two (2) sets of 11-inch x 17-inch plans on bond paper, 4 specifications paper copies, 1 appendices paper copy, signed/sealed, and 1 electronic other agency approvals.
5. Final Submittal: Engineer's Construction Cost Opinion, 1 signed/sealed plan set paper copy, 1 signed/sealed specifications paper copy, 1 bid form and cost opinion, and 1 electronic.

**f. Change Orders (Changes to Scope of Work)**

All changes (increase or decrease in scope) will be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate costs and issue a Notice to Proceed for each Change Order separately. No "Time and Material" will be allowed for any task prior to the Engineer approval.

**g. Bidding Services (Optional)**

**1. Bidding Phase Support**

Assist the City in providing clarification and prepare information to be used in addenda as needed for ten (10) questions that may arise during the bidding process. City will prepare and make available to plan holders any required addenda. Attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

## 2. Conformed Plans and Specifications

Prepare conformed plans and specifications for use in constructing the Project. The conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

### **h. Engineering Construction Services (Optional)**

Upon request, Consultant shall assist the City during the construction of the Project by performing the items below:

#### 1) **Engineering Support** – Assist the City with the following:

- a) Provide professional engineering services to address and respond to up to twenty (20) Requests for Information (RFI's) from the contractor.
- b) Review up to ten (10) shop drawing and materials submittals.
- c) Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.
- d) Review and provide recommendations regarding proposed change orders, as needed.
- e) Attend pre-construction meeting and up to three (3) additional office or construction site meetings during construction.

#### 2) **Minor Plan Revisions**

Budget 32 hours of staff time for minor plan revisions.

#### 3) **Preparation of Record Documents (As-Built)**

The construction contract will require the contractor to provide to the City for review and approval one set of as-built plans showing the design changes made during the course of construction.

Consultant shall prepare record drawings from contractor and construction inspector as-built drawing, markups, and field notes. Submit the following:

- 1) One (1) set of 24-inch x 36-inch mylar "Record Drawings"
- 2) One (1) CD (or DVD) with the record drawing files saved in AutoCAD 2012 .dwg or later and PDF formats.

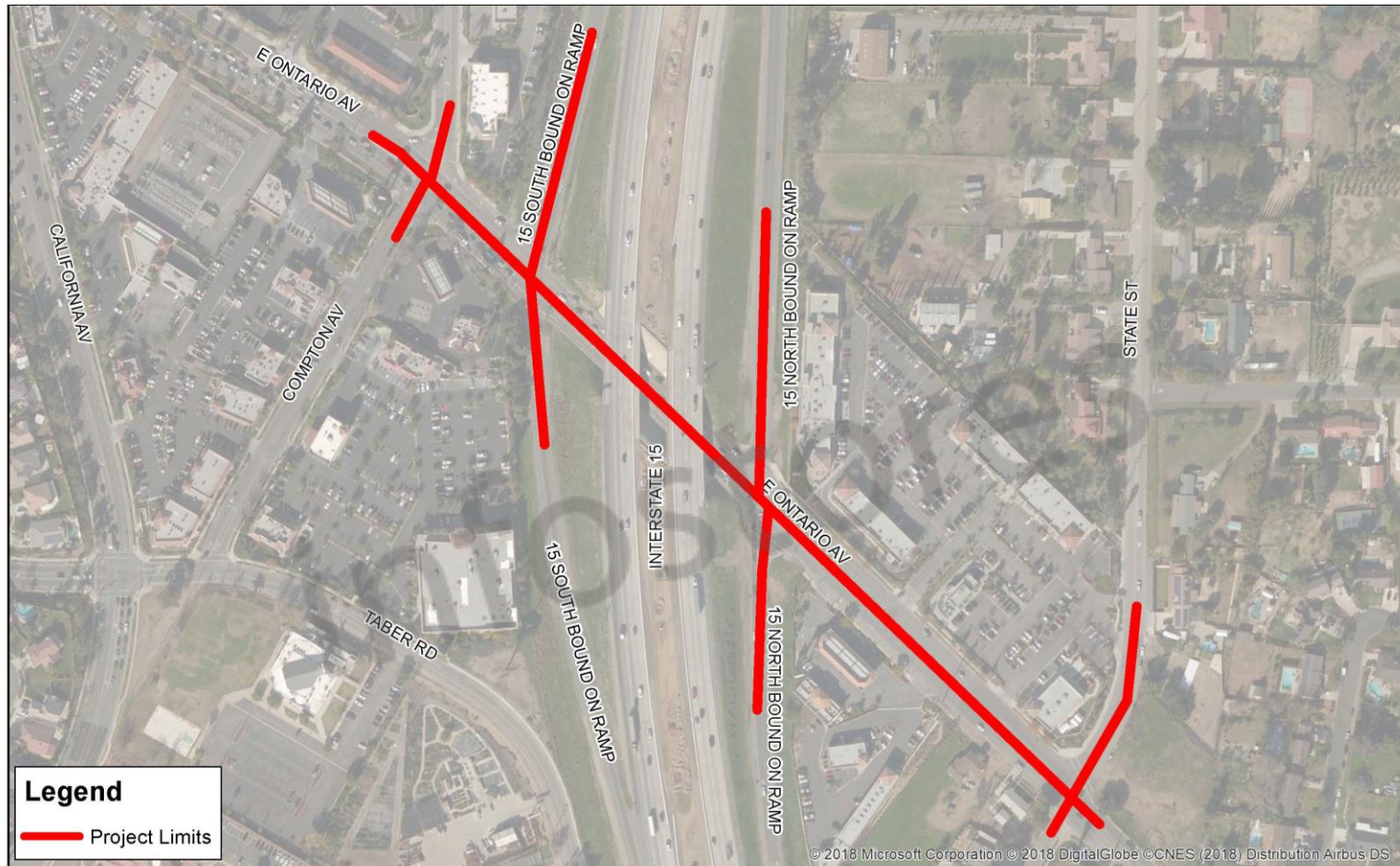
### **i. Optional Services**

Consultant shall provide separate line items in the cost proposal for the "Optional Services". City may exclude or include the optional services as part of the awarded contract at City's discretion. The "Optional Services" shall include the following activities:

- 1) Construction Staking
- 2) Other optional service as determined by Consultant
- 3) Acquisition services per Caltrans Local Assistance procedures.
- 4) Construction Support



## EXHIBIT A



## CITY OF CORONA

ONTARIO AVENUE WIDENING  
PROJECT NO. 2017-11  
EXHIBIT A



## **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 fifty (50) pages in length**, excluding any appendices.

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

A Letter of Transmittal shall be included with the proposal, addressed to Carol Appelt, Purchasing Specialist IV, and must, at a minimum, contain the following:

- a. Identification of consultant, including name, address and telephone number;
- b. Proposed working relationship between consultant and subcontractors, if applicable;
- c. A statement that all charges for subcontract services shall be in the same amount as actually invoiced to and paid by the engineer plus an allowable 5% markup;
- d. A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges;
- e. Acknowledgment of receipt of all RFP addenda, if any;
- f. Name, title, address, telephone number, and email address of consultant's contact person during period of proposal evaluation;
- g. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- h. Signature of a person authorized to bind consultant to the terms of the proposal.

### **3. Technical Proposal**

The Technical Proposal shall be organized into the order of the following sections:

a. **Project Understanding & Approach**

Prepare the description of the project Understanding and Approach to address items identified within this RFP and offer possible solutions to Project challenges. Demonstrate knowledge of the goals of the Project and provide a roadmap for the Project (in paragraph or other suitable form) to describe how it will be accomplished. Offer any unique or creative ideas and alternatives that will help the City design and construct the Project. This section should be detailed and well thought out.

b. **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, including

1. A description of the approach to completing the tasks specified in the Scope of Work;
2. A sequential outline of the activities that would be undertaken in completing the tasks and specify who would perform them;
3. Furnish a schedule and detailed schedule for completing the tasks in terms of elapsed calendar weeks from the commencement date. Label Schedule as "Exhibit "B", Schedule of Services.
4. Provide a resource estimate of labor resources, utilizing a table projecting the labor-hour allocations to the Project by individual task.
5. Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.

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.

c. **Project Schedule**

Provide a schedule of anticipated services to meet the Scope of Work. Provide a schedule with a list of tasks and sub-tasks, including agency review time (assume 16 weeks for agency review time broken down as 4 weeks for preliminary design review, 4 weeks for review for 50% submittal, 4 weeks for 90% submittal, and 4 weeks for 100% submittal), internal QA/QC, and calendar days that are anticipated to complete each of the identified tasks and sub-tasks. This schedule shall reflect the design of project to be complete no more than thirty (30) months from the date of issuance of the Notice to Proceed. Identify milestones and deliverables clearly on the project schedule.



d. Labor Hour Estimate and Fee Proposal

Provide a copy of the engineer's hourly rate schedule and an hourly cost breakdown by task. An example fee table format showing labor hours, hourly labor rates, and fees by task is provided for the Consultant's convenience. Modify as necessary for project specific tasks.

**Provide a total "Maximum Not-to Exceed" fee for all engineering services to be rendered and all materials to be furnished by Consultant in a sealed envelope separate from proposal documents and marked "Exhibit "C" Compensation".**

e. Summary of Experience & 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; record of meeting schedules on similar projects; and supportive client references. Consultant shall provide the following:

1. Description of the firm's experience in performing work of a similar nature to that solicited in this RFP,
2. Identification of sub-consultants by company name, address, contact person, telephone number, project function and describe Consultant's experience working with each sub-consultant; and
3. A minimum of three references from the projects cited as related experience. Reference shall include 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.

f. Appendices

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

**B. LICENSING AND CERTIFICATION REQUIREMENTS**

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

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.

Consultant shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

**D. NON-COLLUSION DECLARATION**

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

PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

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

The undersigned declares:

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Proposal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature \_\_\_\_\_ [Seal]

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

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 19-001CA.

(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)

**SECTION VI.**

**PRICE FORM**

(To be submitted in a sealed envelope separate from proposal documents and marked  
“Price Form”)

REQUEST FOR PROPOSALS: **City of Corona Project No. 2017-11, RFP No. 19-001CA,**

DESCRIPTION OF WORK: **Traffic Corridor Impact Study and Design Services for  
Ontario Avenue Widening from State Street to Compton  
Avenue Project No. 2017-11**

CONSULTANT’S NAME/ADDRESS:

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NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

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**Please provide the following in a separate sealed envelope.**

- 1) A copy of the engineer’s hourly rate schedule (labeled as Exhibit “C” Compensation) and an hourly cost breakdown by task shall be provided in this proposal.
- 2) A total “Maximum Not-to Exceed” fee for all engineering services to be rendered and all materials to be furnished.

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

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

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

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

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

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

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

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

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

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

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

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

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

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

DIR REGISTRATION NO. \_\_\_\_\_

**IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S)**

**SECTION VII.**  
**FORM OF AGREEMENT**  
  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**TRAFFIC CORRIDOR STUDY AND DESIGN SERVICES**  
**FOR ONTARIO AVENUE WIDENING**  
**CITY OF CORONA PROJECT NO. 2017-11**

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Civil Engineering, Environmental, Right-of-Way and Engineering Design** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **Traffic Corridor and Design Services for Ontario Avenue Widening, City of Corona Project No. 2017-11, RFP No. 19-001CA** (“Project”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services for the **Traffic Corridor and Design Services for Ontario Avenue Widening, City of Corona Project No. 2017-11, RFP No. 19-001CA** 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. The Parties may, by mutual written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### 3.2 Responsibilities of Consultant.

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

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

Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications

and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

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

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

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

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



### 3.2.10 Insurance.

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

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

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

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$3,000,000** per claim or occurrence, **\$3,000,000** aggregate minimum.

3.2.10.4 Contractors Pollution Liability. Coverage shall be at least as broad as Contractor's Pollution/Asbestos Liability/Errors and Omissions as applicable to

the work being performed with a limit of no less than \$1,000,000 per claim or occurrence and \$1,000,000 aggregate per policy period of one year for firms or subcontractors conducting site assessment and test borings. As respects Contractors Pollution Liability and Asbestos Pollution Liability, coverage must be maintained for a minimum of five years after contract completion. The Contractors Pollution shall not contain a lead or asbestos exclusion.

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

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

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

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

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

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

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

(C) Contractors Pollution Liability. If coverages are written on a Claims Made form, retroactive date must be shown and must be before the date of the contract or beginning of contract work. If coverage is cancelled or non-renewed, or not replaced with another claims made form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended reporting period coverage for a minimum of five years after completion of contract work.

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

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

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

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

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

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

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

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

3.2.11 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 Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. 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 Project Manager. 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, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents &



Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

### 3.6 General Provisions.

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

**Consultant:**

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

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Nelson D. Nelson, PE, Public Works Director  
Public Works Department

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**TRAFFIC CORRIDOR STUDY AND DESIGN SERVICES**  
**FOR ONTARIO AVENUE WIDENING**  
**CITY OF CORONA PROJECT NO. 2017-11**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Nelson D. Nelson, PE  
Public Works Director/City Engineer

Reviewed By:

\_\_\_\_\_  
Tom Koper, PE  
Assistant Public Works Director

Attest:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**TRAFFIC CORRIDOR STUDY AND DESIGN SERVICES**  
**FOR ONTARIO AVENUE WIDENING**  
**CITY OF CORONA PROJECT NO. 2017-11**

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

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

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

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

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

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



**EXHIBIT “A”  
SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

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**EXHIBIT “B”  
SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

**EXHIBIT “C”  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**

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