

Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 1200
Orange, CA 92868

May 25, 2023
Biggs Cardosa Job No. 2018243

To: Julianna Zaleski, City of Corona, Project Manager
Josh Cosper, Mark Thomas & Company, Program Manager

Subject: **Request for Fourth Amendment to the Professional Services Agreement**
McKinley Street Grade Separation
City of Corona Project No. 2012-12 | Purchase Order No. P20962

Dear Julianna and Josh:

The purpose of this letter is to request that the City amend the Professional Services Agreement (PSA) with Biggs Cardosa Associates, Inc. in consideration of the following:

1. Extra Work during the design and bidding phases previously authorized, but not included in prior amendments to the PSA.
2. Extra Work associated with value engineering, temporary traffic control, and other items requested by the City, the City's Program Management Team, and/or the City's Construction Management Team.
3. Extra Work during the construction phase recently authorized and not yet included in an amendment to the PSA.
4. Requests for Information (RFIs), submittal review, and other anticipated items remaining in the scope of work to complete the project.

The following sections and attachments describe these three categories in further detail.

Extra Work (Design & Bidding Phases)

Extra Work Requests 01, 02, and 07: During the design phase, we had occasional minor changes to scope and issued Extra Work Request letters. Those letters noted that we would not seek an amendment until we had reason to believe that the overall budget may need to be increased. Attachment A includes those authorized extra services not yet included in an amendment to the PSA (Extra Services Request 01, 02, and 07) totaling \$67,172.

Extra Work Request 08: Extra Work Request 08, dated September 2020 in the amount of \$149,273, is also included in Attachment A. Coordination efforts with Caltrans to get this project out to bid were much more extensive than anticipated in the original scope. Caltrans had three separate rounds of comments on the 100% PS&E submittal, requiring multiple 100% submittals. Throughout this process, additional comments were received piecemeal on changes that Caltrans desired to be implemented into the contract documents in order for them to approve the plans and issue the permit. During our heavy coordination with Caltrans prior to issuing the Notice Inviting Bids, the permitting process changed from requiring a Permit Engineering Evaluation Report (PEER) to the Design Engineering Evaluation Report (DEER), requiring some additional work. Caltrans also mistakenly viewed this project as "on-system" project, and required that the Design Team prepare out of scope deliverables typically required for an "on-system" project like a Long Form Storm Water Data Report (SWDR) and a Geometric Approval Drawing (GAD). We

do not have a record of this Extra Work Request being authorized in writing by the City, but performed the work to satisfy Caltrans requests and keep the project moving towards the bid milestone.

Advanced Mill Order Package: Tensor Engineering was brought in to create the Advanced Mill Order package released as part of Bid Addendum No. 3 on September 24, 2021 in an effort to expedite structural steel fabrication. Coordination on the structural steel contract drawings with the Design Team and Construction Management Team was substantial. The contractor elected not to utilize the Advanced Mill Order, which resulted in a subsequent round of shop drawing review not anticipated. The estimated additional cost of this effort was \$31,026.

In total, the "Extra Work (Design & Bidding Phases)" category includes \$247,471.

Extra Work (Value Engineering During Construction)

Due to high inflation, supply chain issues, and other factors, the City and their Construction Management and Program Management Teams were interested in identifying value engineering changes to reduce the project cost and expedite. Value engineering ideas initially presented included:

1. Protecting the double-reinforced concrete box culvert drainage structure on the north end of McKinley Street in lieu of replacing it.
2. Re-aligning the Mechanically Stabilized Embankment (MSE) retaining walls to eliminate the cantilevered sidewalk.
3. Evaluating the elimination of the maintenance walkway / potential future sidewalk on the west side of the McKinley Street Overhead.
4. Revising the limits of Lightweight Cellular Concrete (LCC) backfill to use standard soil backfill instead in applicable areas.

When these items were initially discussed in 2022, our understanding was that it would be challenging to amend the PSA to cover the design costs associated with value engineering changes until a deductive change order was negotiated with the contractor and savings were realized. Items No. 1, 2, and 4 were incorporated into the revised contract documents and our understanding is that a deductive change order was recently negotiated with the contractor. Item No. 3 was evaluated but determined not to warrant significant enough savings to incorporate into the contract documents. Biggs Cardosa's efforts related to the evaluation of Item No. 3 will not be billed to the City.

Items No. 1, 2 and 4 are described in further detail below:

Item No. 1: Box Culvert Drainage Structure

The bid documents called for replacement of portions of the box culvert on the north side of McKinley Street under the new embankment fill. In the design phase, Biggs Cardosa had performed calculations that compared the existing and proposed loading conditions on the box culvert. The box culvert was intended to be replaced in areas where new loads would exceed existing loads, which was an appropriate approach to ensure the safety of the structure.

The value engineering idea to keep the existing box structure required that Biggs Cardosa "sharpen the pencil" and perform advanced analyses to ensure that the existing box could accommodate the increased loads. This effort was also made possible by inspections within the existing box culvert structure that revealed the structure was in good shape, allowing less conservative (but still safe) assumptions to be made about the structural capacity of the box culvert.

Updated structural analyses and calculations were prepared for the box culvert, and the contract documents were modified to protect the box culvert in-place in lieu of replacing it.

Item No. 2: MSE Wall Re-Alignment

Retaining Walls No. 1 and 6 are MSE walls that wrap around behind the bridge abutments and support the approach embankments. The east side of the embankments is particularly congested with utilities. To mitigate potential utility conflicts, the bid documents included an overhanging sidewalk which allowed the walls to be pushed closer to the centerline of McKinley Street and further from the utilities.

The value engineering idea presented was to eliminate the costly overhanging sidewalk and work through potential utility conflicts. MSE walls were re-aligned, and utility and right of way issues were evaluated and discussed. Special attention was given to the area around AT&T's vault on the north side of McKinley Street, and the detention basin and maintenance vehicle access was re-designed to accommodate the shifted MSE wall. Upcoming work related to this value engineering item includes the review of the revised shop drawings and calculations for the new MSE wall alignments.

Item No. 4: Revised LCC Limits

During the design phase, cost data for LCC suggested unit prices that were similar to that of standard soil structural backfill for large quantities like this project has. LCC also has advantages related to expedited schedule of fill placement, reduced number of construction vehicle trips required, and improved dust control. However, recent dramatic increases in the cost of concrete resulted in the value engineering idea to use standard soil backfill in lieu of LCC.

The revisions required for the substitution of LCC fill with standard soil backfill require updates to the fill limits noted on the contract plans, retaining wall design/evaluation for accommodation of higher loads imparted by standard soil backfill than loads imparted by lightweight fill, and coordination of the LCC limits in the vicinity of the box culvert on the north side of McKinley Street.

Additional changes to items like traffic control plans and temporary signal updates have been requested due to observed conditions in the field, changes in personnel at BNSF and CPUC that required additional meetings and revisions to traffic handling in the vicinity of the grade crossing, and other factors.

Vehicular movements from eastbound Sampson Avenue to northbound McKinley Street is an example of the type of change that the Design Team has made due to observed issues, and not an issue with the design. Prior to construction, Sampson Avenue had a straight-left lane and a left lane. The bid documents required removing the left turn arrow from the straight-left lane so that there would be one left turning lane into one receiving lane on McKinley Street. Traffic did not follow the pavement markings and illegally continued to make a left turn from the straight lane, resulting in traffic issues that were not enforced. In lieu of traffic enforcement, an alternate traffic handling scheme was developed and implemented.

These value engineering items were combined into an "Outstanding Work Performed Backup Table" to summarize these items and subsequently revised per comments received at a March 6, 2023 meeting. This table is included as Attachment B. Tasks 2, 3, and 4 are shown for informational purposes, but are not included in this Extra Work Request and will not be billed to the City.

In total, the "Extra Work (Value Engineering During Construction)" category includes \$455,623.

Extra Work (Construction Phase – Authorized)

For extra work requests that have developed recently, email authorization has been given for items related to signal/timing coordination and MSE wall overexcavation. Refer to Attachment C for a log of these changes and emails authorizing the additional services.

In total, the "Extra Work (Construction Phase – Authorized)" category includes \$55,900.

RFIs, Submittals, and Other Work Remaining

Bidding phase support was significantly more effort than assumed in the currently authorized scope and fee, and construction phase support has been quite intensive due to the changes described above.

For the bidding phase, the scope in the PSA assumed one (1) addendum and up to twenty-five (25) questions. Eight (8) addendums were released, encompassing a total of 292 questions. Many of the bidder RFIs and addendums required updates to Task 5 – PS&E deliverables, like providing clearance under the bent cap by re-profiling McKinley Street just north of Sampson Avenue, significant discussion on glued versus welded nuts for inaccessible connections, WMWD specification updates, etc.

For the construction phase, the scope in the PSA assumed up to 200 RFIs and up to 100 shop drawing reviews. We are approaching that limit, having responded to 122 RFIs to-date, and providing submittal review for 60 submittals. The scope did not include an assumption on the number of meetings, but we have attended many weekly construction support meetings to discuss value engineering changes, prioritize RFI and submittal reviews, and review issues.

In total, the remaining scope of work, based on what the Biggs Cardosa Team knows as of this date, is estimated at \$208,247 (Biggs Cardosa) + \$482,640 (Kimley-Horn) = \$690,887. Refer to Attachment D for detailed scope and fee proposals related to the estimated remaining effort.

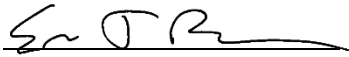
Purchase Order Amendment

In summary, we are requesting a \$1,449,881 increase in our budget to account for the Extra Work discussed in this letter and included in the attachments.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Eric Pheifer, PE
Project Manager

Attachments:

- A. Extra Work Request Letters (Design & Bidding Phases)
- B. Outstanding Work Performed Backup Table
- C. Extra Work Request Emails (Construction Phase)
- D. Scope/Fee for Remaining Work



McKinley Street Grade Separation

Attachment A

Extra Work Request Letters (Design & Bidding Phases)

Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

September 4, 2018
Biggs Cardosa Job No. 2018243

Peter Ramey
City of Corona | Public Works Department
400 S. Vicentia Avenue, Suite 210
Corona, CA 92882

Subject: McKinley Street Grade Separation: Extra Work Request 01
City of Corona Project No. 2012-12

Dear Peter:

Biggs Cardosa is submitting this Extra Work request to perform the following additional services:

- Order Title Reports for affected parcels.
- Procure Right-of-Way Consultants to assist with short-term right-of-way cost estimating for the Project Concept Report phase.

These Extra Work items are necessary to properly and quickly advance the project prior to the procurement of the City's Right-of-Way Consultant.

Title Reports

Assumptions listed under Task 2.4 of the Scope of Services anticipated that the City's Right-of-Way Consultant would be responsible for ordering Title Reports and providing those reports to the design team. Due to the timing of the City's Right-of-Way Consultant procurement, Title Reports will not be able to be provided by that consultant prior to the submission of the Project Concept Report. Title Reports are critical to understand any encumbrances on the properties, and to properly capture right-of-way costs for inclusion in the Project Concept Report.

The list of APNs that we propose to obtain Title Reports for and the cost of each of those Title Reports is attached. The cost of this item of Extra Work is \$10,100.

Preliminary Right-of-Way Cost Estimating

Right-of-way costs are significant for the McKinley Street Grade Separation. Because the City's Right-of-Way Consultant will not be available for the Project Concept Report phase, it is critical that we add right-of-way experts to our team. These experts will help to develop right-of-way cost estimates for the alternative(s) considered in the Project Concept Report. We propose to add the following three firms, each specializing in an area of right-of-way appraisals and acquisitions:

- Donna Desmond & Associates (DDA) | Specialty: Goodwill Loss
- Integra Realty Resources (Integra) | Specialty: Acquisition (Fee and Easement) Valuations
- Hodges Lacey & Associates (HLA) | Specialty: Furniture, Fixtures and Equipment

The scope of services for these firms includes providing preliminary feedback on various alternatives being considered, and providing preliminary budgetary right-of-way cost estimates for up to two (2) alternatives for the Connector Road in the northeast corner of the project. These firms will perform this

preliminary right-of-way cost estimate work while the City's Right-of-Way Consultant is in the process of being procured. Proposals from each firm are attached. The approximate budgetary cost for each firm is listed below:

- Donna Desmond Associates: \$4,500
- Integra Realty Resources: \$16,000
- Hodges Lacey & Associates: \$4,500

The cost of this item of Extra Work is approximately \$25,000.

Please note that the items listed above should not be included in the City's Right-of-Way Consultant's proposed scope. We propose to move them under our contract now to facilitate proper development of right-of-way requirements at the Project Concept Report level.

The total cost of this Extra Work request is \$35,100.

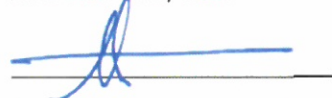
Biggs Cardosa recognizes that this is a fast-moving project with occasional changes to scope, some of which may increase our services, and others which may decrease them. For that reason, we are not asking at this time for an increase in our Purchase Order's approved budget. Instead, we propose to track and invoice this Extra Work item separately as reimbursable expenses, and identify whether the Purchase Order should be updated at a later date if and when we have reason to believe that our overall budget may need to be increased.

However, in accordance with the terms of our Professional Services Agreement, we request at this time that the City provide written authorization by signing below of these extra services and of the use of the named firms, to be invoiced as reimbursable expenses.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

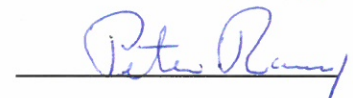
BIGGS CARDOSA
ASSOCIATES, INC.



Michael Thomas, PE, SE
Project Manager

Agreed to By,

CITY OF
CORONA



Peter Ramey
City Project Manager

Attachments:

- Title Reports: List of APNs and Report Costs
- DDA Proposal
- Integra Proposal
- HLA Proposal

McKinley Street Grade Separation

List of Parcels

Parcel No.	APN	
Highest Priority		Report Fee
1	172-420-001	\$600
2	172-420-002	\$600
3	172-420-003	
4	172-420-004	
5	172-420-005	
6	172-420-050	\$600
7	172-420-049	\$600
8	172-420-040	
High Priority		
9	115-290-034	\$600
10	115-290-035	\$600
11A	115-290-004	\$1,150
11B	172-420-029	
12A	115-290-005	\$1,150
12B	172-420-030	
13	115-300-026	\$600
14	115-300-050	\$600
15	115-300-051	
16	172-050-001	\$600
17	172-050-002	
18	172-050-003	
19	172-050-004	\$600
20	172-050-005	\$600
21	172-050-006	\$600
22	172-050-007	
23	172-050-009	\$600
		\$10,100



Donna Desmond
ASSOCIATES

265 S. Beverly Glen Blvd., Los Angeles, CA 90024
(310) 475-1114 • ddesmond@donnadesmond.com

August 29, 2018

Mr. Eric Pheifer, PE
Biggs Cardosa Associates, Inc.
500 South Main Street, Suite 400
Orange, CA 92868
Via Email: epheifer@biggscardosa.com

Re: *Proposal for Goodwill Loss Consulting Service
McKinley Grade Separation Project – City of Corona
Prepared for Biggs Cardosa Associates, Inc.*

Dear Mr. Pheifer:

As you requested, submitted herein is Donna Desmond Associates' ("DDA") proposal to provide goodwill loss consulting services to Biggs Cardosa Associates, Inc. on behalf of the City of Corona. The purpose of the services is to prepare a budgetary estimate of the loss of goodwill that may be suffered by multiple businesses impacted by the McKinley Grade Separation Project (the "Project"). The function of the services is to assist Biggs Cardona Associates, Inc. in developing an acquisition budget for the Project.

The consulting services will include the consideration of two alternative project designs, the "Outside Loop Option" and the "Roundabout Loop Option". Services will also include a site visit with the real estate appraiser and fixture & equipment appraiser, coordination with all experts relative to property impacts, up to three one-hour conference calls with Biggs Cardosa Associates, Inc. personnel and preparation of a verbal and/or written report of my findings. The services can be provided within two weeks of receipt of the preliminary plans for the project alternatives.

Fees

DDA's fees for consulting services are based on our standard hourly rate of \$375. Based upon the scope of services described above, **the fee for preparation of the budgetary estimates is \$4,500, equivalent to 12 hours.**

Please feel free to contact me with any questions on the above. Thank you for your consideration.

Mr. Eric Pheifer, PE
August 29, 2018
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Respectfully submitted,

DONNA DESMOND ASSOCIATES

A handwritten signature in black ink, appearing to read 'Donna Desmond', with a long horizontal flourish extending to the right.

Donna Desmond, ASA

ACCEPTED:

BIGGS CARDOSA ASSOCIATES, INC.

Mr. Eric Pheifer, PE

Date



August 29, 2018

Eric Pheifer, PE
Senior Engineer
Biggs Cardosa Associates, Inc.
500 S. Main Street, Ste. 400
Orange, CA 92868

SUBJECT: Proposal to provide consulting services

McKinley Street Overpass
Corona, CA

Sent via E-mail

Dear Mr. Pheifer:

In response to your recent request for proposal, this writing expresses our interest and availability for consultation services concerning the Project referenced above. We understand that you are considering two options for this project, the Outside Loop Option and the Roundabout Loop Option. You are interested in having us provide consulting services with respect to real estate damages on the impacted properties, to aid the City of Corona in deciding which option to go with. This consulting work is for budgetary purposes only and **will not constitute an appraisal.**

Scope of Services

Upon receiving authorization to proceed, we would walk the impacted area/properties with your consulting team for this project and identify areas of concern that may result in damages to the impacted properties. We will not contact any of the property owners. Based on our initial review of the aerial maps you provided that include the proposed routes, we anticipate that the shopping center will be severely impacted in either scenario.

As discussed with Donna Desmond, your lead consultant on this matter, we will consider the following:

- **Outside Loop Option:** The greatest impact in this scenario will be to the shopping center. We will consider the before condition as a shopping center and the after condition as land only, that is severed into two remainders. The difference between the two will be a rough estimate of damages. We understand that the office building is not impacted in this scenario and will not be considered. The vacant parcel of land will be impacted and considered. Please, again note that this will not constitute an appraisal of the impacted properties. Rather we will provide consulting services relative to the possible magnitude of damages that may ensue.
- **Roundabout Loop Option:** Similar to above however in this scenario the office building will be impacted as well as the shopping center and vacant site. The impact to the shopping center will be considered in a similar manner to that above except in the after condition there will only be one remainder area. The impact to the office building will be considered in that we understand parking will be impacted. Please, again note that this will not constitute an appraisal of the impacted properties. Rather we will provide consulting services relative to the possible magnitude of damages that may ensue.

Fee and Timing

For our services as described above, our fee for the consulting services will be charged based on our hourly rate schedule which is attached. For budgeting, I anticipate the following:

- 8 hours in the field (subject property and surrounding area);
- 3 hours of time on phone calls with you and your team;
- 32 hours spent on research and analysis.

Most of the time spent will be charged at my hourly rate of \$375, however, when I can utilize the services of a junior member of my team, I will do so to keep costs down. I understand that you will need our findings by September 28, 2018. Our findings will be presented to you verbally. No written documentation is anticipated to be provided.

Information to Be Provided by Client

I understand that you will provide us with acquisition maps and areas associated with the proposed acquisitions for each scenario by September 7, 2018. Because the properties will not be staked, we will need a file that overlays the acquisitions for each scenario on an aerial map (similar to a .kmz file for Google Earth).

Supplemental Services

Additional services requested for consultation, special studies, negotiations, preparation of or appearance for testimony, and similar services will be provided upon request and



will be billed additionally at the hourly rates set forth as Exhibit A to this proposal. Fees will be billed monthly based on the work actually completed.

General Issues

Payment for services will be handled as follows: A retainer in the amount of \$7,500 is due at the time we receive notice to proceed. Payment for the completion of reports will be due upon their completion. To the extent that supplemental services are requested, these will be billed on a monthly basis. For these services, if provided, an advance retainer may be requested. For these services, if provided, payment is due within 30 days of the invoice date. Fees unpaid after 30 days are subject to a finance charge equal to 1.5% per month on all unpaid balances.

If any party other than yourself will be responsible for payment, that party must also sign this proposal to acknowledge our agreement and this authorization to proceed.

This proposal is valid for 14 days.

Our appraisal analysis will incorporate the Assumptions and Limiting Conditions which are attached to this proposal. To the extent that we prepare a written appraisal report, these Assumptions and Limiting Conditions (or a set which is effectively equivalent) will be incorporated into the appraisal report.

Fees quoted herein are for the provision of professional services and are not in any way contingent upon the valuation reported or the outcome of any pending matter for which valuation is required. In the event of any controversy, claim, or dispute between us related to this agreement, or the breach thereof, enforcement of this agreement will be governed by and construed in accordance with the laws of the State of California. The venue for any action to enforce or interpret this agreement shall be in the County of Los Angeles, State of California.

Damages (if any) for which the appraiser and/or appraisal firm would be liable will be limited to the amount of compensation paid as the fee for providing services.

If this proposal meets with your approval, our receipt of a signed copy of this letter, along with a retainer of \$7500, will serve as our notice to proceed.



Eric Pheifer, PE
August 29, 2018
Page 4

Thank you for the opportunity of submitting this proposal. If you have any questions or comments about it, please call me.

Sincerely,

Integra Realty Resources – Los Angeles



Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Managing Director

BBF/jmi

Enclosures: Exhibit A (Hourly Rates)
Exhibit B (Assumptions and Limiting Conditions)
Professional Qualifications of Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

AGREED & ACCEPTED THIS _____ DAY OF _____, 2018

BY: _____

NAME (PRINT)

AUTHORIZED SIGNATURE



Exhibit A

Schedule of Hourly Rates

John G. Ellis, MAI, CRE, FRICS: (Senior Managing Director)	\$375 per hour for appraisal and consulting \$450 per hour for trial preparation and expert testimony
Beth B. Finestone, MAI, AI-GRS, FRICS, CRE: (Managing Director)	\$350 per hour for appraisal and consulting \$375 per hour for trial preparation and expert testimony
Adam M. Bogorad, MAI: (Director)	\$275 per hour for appraisal and consulting \$300 per hour for trial preparation and expert testimony
Other Directors/Senior Consultants:	\$215 to \$265 per hour
Senior Analysts:	\$185 to \$250 per hour
Analysts:	\$140 to \$180 per hour
Researchers:	\$95 to \$135 per hour
Administrative Staff: (For supplemental documentation requests)	\$80 per hour

Effective for the six-month period starting January 1, 2016



Exhibit B

Assumptions and Limiting Conditions

This consulting assignment is based on the following assumptions, except as otherwise noted.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This consulting services are subject to the following limiting conditions, except as otherwise noted in the report.

1. The conclusions provided apply only as of the effective date of the consulting assignment, and no representation is made as to the effect of subsequent events.
2. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
3. No environmental impact studies were either requested or made in conjunction with this assignment, and we reserve the right to revise or rescind any of the opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, this assignment assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
4. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
5. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The consulting assignment covers the property as described in our work file and as discussed with you, and the areas and dimensions set forth are assumed to be correct.
6. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials..
7. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
8. Any income and expense estimates referenced in our consulting are used only for the purpose of estimating value and do not constitute predictions of future operating results.
9. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
10. The current purchasing power of the dollar is the basis for the discussions in our consulting work; we have assumed that no extreme fluctuations in economic cycles will occur.
11. Any values verbally provided are subject to these and to any other assumptions or conditions set forth in our work file, but which may have been omitted from this list of Assumptions and Limiting Conditions.
12. Our consulting work necessarily incorporates numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible noncompliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.



14. Except as provided in the Agreement, the appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. Except as provided in the Agreement, it may not be used or relied upon by any other party. Except as provided in the Agreement, all parties who use or rely upon any information in the report without our written consent do so at their own risk.
15. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the consulting work we provide cannot be considered as an environmental assessment of the subject property.
16. Integra is not a building or environmental inspector. Integra does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
17. Integra Realty Resources – Los Angeles, an independently owned and operated company shall prepare the consulting work for the specific purpose so stated elsewhere in this proposal. Except as provided in the Agreement, the use of the conclusions by anyone other than the Client is prohibited. Accordingly, except as provided in the Agreement, the consulting report will be addressed to and shall be solely for the Client's use and benefit.
18. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public record, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

As will be determined during the course of the assignment, additional assumptions may be required in order to complete the assignment, which additional assumptions shall be reasonably satisfactory to Client and shall be stated in full in the report. The appraisal shall also be subject to those assumptions.



Hodges Lacey & Associates
Machinery, Furniture & Equipment Appraisals

P.O. Box 1870
Thousand Oaks, CA
92360

VIA EMAIL

August 27, 2018

Donna Desmond
Donna Desmond Associates
265 S. Beverly Glen
Los Angeles CA 90024

Re: *Budgetary Estimates and Consulting Regarding Asset Values of
Multiple Businesses Within the McKinley Street Grade Separation Concepts
For The City of Corona and Briggs Cardosa Associates*

Dear Ms. Desmond:

As requested, herein is Hodges Lacey & Associates' ("HLA") proposal to prepare budgetary estimates of fair market values and as-needed consulting within approximately the next 30 days, regarding multiple businesses within the McKinley Street Grade Separation concepts, located in Corona, California. The purpose of the estimates and consulting will be to assist in considerations regarding potential acquisition/relocation issues within the various concepts.

It must be noted that the estimated ranges will be highly preliminary in nature. Therefore, they should be used exclusively as a planning tool, and not for the purpose of negotiating settlements of improvements pertaining to the realty. Such settlements or negotiations must be based upon detailed studies. Without such studies, it is not possible to provide defensible values. As we will not have the opportunity for thorough site inspections, in-depth interviews, a detailed inventory of improvements pertaining to the realty, in-depth research pertinent to valuation, or analysis of other data and circumstances pertinent to improvements pertaining to the realty, only judgmental estimates can be made.

The budgetary estimates will be based upon observations during our site visit, information available on the internet, review of any leases provided, our experience in valuing improvements pertaining to the realty and movable equipment of comparable businesses, and; our experience relative to the interpretation of the relevant sections of the California Code of Civil Procedure, including, §1263.205, and §1263.210.

Donna Desmond
August 27, 2018
Page 2

We will provide these estimates in a letter (if needed). The estimates will be subject to change with continued study and revelation of data not yet available to us.

Based upon our standard rate of \$150/hour, we anticipate of fee of \$4,000 to \$4,500 which considers a full day on site, research, budgetary estimates and approximately three conference calls.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Hodges', written in a cursive style.

Richard Hodges, ASA

Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

February 17, 2019
Biggs Cardosa Job No. 2018243

Peter Ramey
City of Corona | Public Works Department
400 S. Vicentia Avenue, Suite 210
Corona, CA 92882

Subject: McKinley Street Grade Separation: Extra Work Request 02
City of Corona Project No. 2012-12

Dear Peter:

Biggs Cardosa is submitting this Extra Work request to perform the following additional services:

- Prepare notification materials for an upcoming Study Session.
- Direct mailing campaign for an upcoming Study Session.

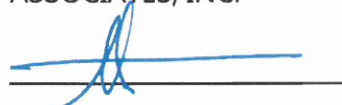
The estimated cost of this Extra Work requests is approximately \$15,500. This includes approximately \$5,900 in labor and approximately \$9,600 in printing and mailing Study Session notifications. Please refer to Arellano Associates' letter (attached) for a more detailed scope and fee proposal.

Biggs Cardosa recognizes that this is a fast-moving project with occasional changes to scope, some of which may increase our services, and others which may decrease them. For that reason, we are not asking for an increase in our Purchase Order's approved budget at this time. Instead, we request that the City provide written authorization of these extra services in accordance with the terms of our Professional Services Agreement by signing below. We can revisit whether the Purchase Order should be updated at a later date if and when we have reason to believe that our overall budget may need to be increased.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

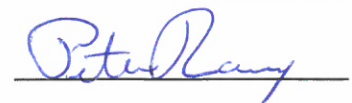
BIGGS CARDOSA
ASSOCIATES, INC.



Michael Thomas, PE, SE
Project Manager

Agreed to By,

CITY OF
CORONA



Peter Ramey
City Project Manager

Attachments:

- Arellano Associates' Proposal



February 12, 2019

Eric Pheifer, PE
Biggs Cardosa Associates, Inc
500 South Main Street, Suite 400
Orange, CA 92868
Via email: epheifer@biggscardosa.com

RE: Notification Campaign for City Council Study Session/Public Meeting – City of Corona, McKinley Grade Separation Project

Dear, Mr. Pheifer:

As requested by Nelson Nelson, City of Corona, Public Works Director, please find attached the total cost of the Study Session Notification Campaign which is out of our agreed upon scope. The campaign includes the following tasks:

1. Notification Plan
2. Flyer (e-blast)/ Postcard Notice
3. Stakeholder Contact Database/Mailing List
4. List of APNs
5. Direct cost for printing/ mailing approximately 10,125 (estimate)

These tasks were necessary for the implementation of a robust notification plan for the first study session/public meeting, as requested by the City. The total cost of the above stated task is approximately \$15,510 which includes labor and estimated direct costs.

We look forward to our joint efforts on this project. Should you have any questions regarding this matter, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Laura Muna-Landa".

Laura Muna-Landa
Director of Projects

Attachments:

- Budget/cost breakdown for additional work





**City of Corona
McKinley Street Grade Separation
Study Session Notification Campaign
Arellano Associates**

2/12/2019

LABOR COSTS		Laura Muna-Landa		Kathy Ortiz-Cobian		Kyle Santiago		Colin Valles		TOTAL	
		Principal in Charge		Sr. Project Coord.		Graphic Designer		Project Coord.			
		*Rate: \$ 300.27		\$ 115.54		\$ 88.35		\$ 61.35			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	Notification Plan	2	\$ 601	2	\$ 231		\$ -		\$ -	4	\$ 832
2	Postcard/Flyer	2	\$ 601	6	\$ 693	8	\$ 707		\$ -	16	\$ 2,001
3	Stakeholder Contact Database/Mailing List	2	\$ 450	10	\$ 1,155		\$ -	24	\$ 1,472	36	\$ 3,078
SUB-TOTAL		6	\$ 1,651	18	\$ 2,080	8	\$ 707	24	\$ 1,472	56	\$ 5,910
ESTIMATED DIRECT COSTS**											
Parcel Data											
										\$	100
Postage/Notice Distribution (10,125) <i>_estimate</i>											
										\$	9,500
SUB-TOTAL											
										\$	9,600.00
TOTAL PROPOSED BUDGET											
										\$	15,510.41

* Rates are fully-burdened at 118.38% OH rate and 10% fee.

** To be billed at actual cost.

Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

May 30, 2020
Biggs Cardosa Job No. 2018243

Peter Ramey
City of Corona | Public Works Department
400 S. Vicentia Avenue, Suite 210
Corona, CA 92882

**Subject: McKinley Street Grade Separation: Extra Work Request 07
City of Corona Project No. 2012-12**

Dear Peter:

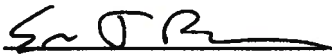
Biggs Cardosa is submitting this Extra Work request to perform additional services to provide support for the Trade Corridor Enhancement Program (TCEP) grant application. Please refer to the attached scopes and fees for a description of the services to be performed. The total cost of this Extra Work request is \$16,572.

We recognize that this is a fast-moving project with occasional changes to scope. For that reason, we are not asking at this time for an increase in our Purchase Order's approved budget. We propose to invoice this Extra Work item under existing tasks. At a later date, we will work with the City to identify whether the Purchase Order should be updated if and when we have reason to believe that our overall budget may need to be increased. However, in accordance with the terms of our Professional Services Agreement, we request at this time that the City provide written authorization by signing below.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Eric Pheifer, PE
Project Manager

Agreed to By,

CITY OF
CORONA



Peter Ramey
City Project Manager

Attachments:

- Fehr & Peers Scope/Fee Proposal
- ICF Scope/Fee Proposal



May 13, 2020

Eric Pfeifer
Biggs Cardosa
500 S Main St #400
Orange, CA 92868

Subject: McKinley SB1 Grant Metrics Proposal

Dear Mr. Pfeifer:

Fehr & Peers is pleased to provide this proposal to develop estimates in support of the SB1 Grant Proposal for the McKinley Grade Separation Project.

SCOPE OF SERVICES

Fehr & Peers will utilize available tools (RIVTAM, SWITRS, Synchro, Corona PD Collision Records) to calculate the following requested measures of effectiveness:

- 1) Congestion Reduction
 - a. Daily vehicle hours of travel time reduction
 - b. Daily truck trips
 - c. Daily truck miles traveled
 - d. Other possible information (optional)
- 2) Throughput
 - a. Change in truck volume that can be accommodated due to improvement
 - b. Change in rail volume that can be accommodated due to improvement
 - c. Other possible information (optional)
- 3) System Reliability
 - a. Truck travel time reliability index
 - b. Daily vehicle hours of travel time reduction
- 4) Velocity
 - a. Travel time or total cargo transport time (including dwell time in logistics facility -port, railyard etc.) if applicable for project
 - b. Change in average peak period weekday speed for road facility (optional)
 - c. Average peak period weekday speed for rail facility (optional)
- 5) Safety (See attached email from the City for Collision Data to support this)
 - a. Number of Fatalities (including actual reported injury and fatality collisions for the last 5 full years)
 - b. Rate of Fatalities per 100 Million VMT
 - c. Number of Serious Injuries
 - d. Number of Serious Injuries per 100 Million VMT
 - e. Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries



f. Number or Rate of Property Damage Only and Non-Serious Injury Collisions
(optional)

The metrics will be delivered in tabular format.

FEE PROPOSAL

Fehr & Peers will perform this work for a fixed fee of \$5,000. Additional meetings or work requested outside of this scope of work will be scoped and budgeted as needed.

SCHEDULE

The data will be submitted no later than June 5, 2020.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please do not hesitate to call us at (949) 308-6313 if you have any questions.

Sincerely,

FEHR & PEERS

ACCEPTED BY:

Signature: 

Name: Eric Pfeifer

Title: Project Manager

Company: Biggs Cardosa Associates

Date: 5/14/2020



May 29, 2020

Eric Pheifer, PE
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

Subject: McKinley Street Grade Separation - Short-term Economic Impact Analysis Proposal

Dear Mr. Pheifer:

ICF Jones & Stokes, Inc. ("ICF") is pleased to provide the following proposal to Biggs Cardosa Associates, Inc., in response to your request for a proposal to provide a Short-term Economic Impact Analysis for the McKinley Street Grade Separation Project.

ICF's proposal remains valid for a period of 60 days from the date of this letter. ICF retains the right to review its submission and to extend its offer or to revise its proposal at the end of the 60-day period.

This document discusses the scope of work, data needs, and staffing/level of effort needed for the Short-term Economic Impact Analysis. The analysis will estimate the temporary, or short-term benefits of the project to Riverside County. This analysis will estimate the direct, indirect, and induced employment impacts from one-time construction spending for the McKinley Street Grade Separation Project with respect to changes to economic output, wages, and jobs. Only that effort specifically identified is included. No other effort is assumed or implied.

Scope of Work

To evaluate the short-term impacts of project construction, we will use the Regional Input-Output Modeling System II (RIMS II) model developed by the Bureau of Economic Analysis. Following the completion of our analysis, we will populate the spreadsheet provided by Biggs Cardosa Associates, Inc. for the Economic Development and Job Creation categories for the McKinley Street Grade Separation Project, and will prepare a brief report summarizing the results of the analysis and provide information on the data inputs and methodology.

Data Needs

The geographic scope of the project is Riverside County, California. The primary data needs for this project are the total construction costs and construction schedule for the project. If available, additional data on the purchases of goods and services that are local as compared to those that would originate outside of Riverside County. This additional information would be useful and would enable us to add additional detail to the analysis.

In summary, the data needs for the short-term employment analysis of this project are as follows, with all data broken down by North American Industry Classification System (NAICS) code if possible:

- Construction cost data:
 - o Labor costs
 - o Materials costs
- Construction schedule (number of years, and expenditures or percent of total spending for each year)
- Percentage of materials that will be provided within the county, versus from non-local sources



Deliverables

The deliverables for this project are:

- 1) Populated spreadsheet for the Economic Development and Job Creation categories for the McKinley Street Grade Separation Project.
- 2) Brief summary report presenting the results of the analysis and illustrating assumptions/key information considered in the analysis, and any metrics/calculations.

Draft deliverables will be provided within eight (8) business days of the project start date (written notice to proceed from Biggs Cardosa Associates, Inc.), and final deliverables will be provided within five (5) business days of receiving comments on the draft deliverables.

Assumptions

- ICF assumes there will be no long-distance travel required for this assignment
- ICF will deliver up to two versions of each deliverable (one draft and one final version). Biggs Cardosa Associates, Inc will consolidate comments in a single voice and return to ICF. If ICF does not receive any feedback from Biggs Cardosa Associates, Inc within fourteen (14) days of submittal, the deliverable will be considered accepted.
- Biggs Cardosa Associates, Inc will assume responsibility for coordinating reviews of deliverables and ensuring that a consolidated set of written comments is provided to ICF. Consolidation requires that all feedback and comments be combined so that the requested revisions are presented in "one voice," without contradictory feedback.
- The summary report will be roughly 2-4 pages in length.
- ICF's analysis will focus only on the short-term impacts from project construction, and will not involve an analysis of the operation phase of the project.

Given the current impacts, both known and unknown, of the COVID-19 pandemic, for which there will likely be effects into the foreseeable future, personnel assignments, travel restrictions, and other government mandates may constrain our ability to conduct our services and provide deliverables as envisioned in this proposal. ICF reserves all rights to revise our delivery schedule and price due to such impacts from COVID-19 and will provide written notice of such proposed changes as needed.

Our proposed cost for performing this work is \$11,572.07 as shown in the attached cost estimate. ICF proposes to invoice costs monthly, on a time and materials basis.

ICF shall provide services, as outlined above, under the existing agreement with Biggs Cordosa dated August 14, 2018. If you have any questions regarding this proposal, please contact me (Brian Calvert) at (949) 400-3953.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Calvert".

Brian Calvert
Managing Director, Transportation

A handwritten signature in blue ink, appearing to read "Trina L. Fisher".

Trina L. Fisher
Contracts Administrator

McKinley Avenue Grade Separation - Short-term Economic Analysis

Task	Employee Name	Consulting Staff						Subtotal	Labor Total	Direct Costs	Total Price	
		Calvert	Tong	Hecht	Ryder	Renfrow	Garcia					Irvin
		Brian	Vincent	Jonathan	John	Grady	Johnnie					Elizabeth
		Field	FTE	Field	FTE	FTE	FTE					FTE
Labor Classification	Proj Dir	Assoc Consult II	Tech Dir	Assoc Consult II	Assoc Consult I	Assoc Consult II	Assoc Consult III					
Short-term Economic Analysis								\$0.00	\$0.00		\$0.00	
Short-term Economic Analysis		4.0	8.0	4.0	8.0	48.0	8.0	8.0	\$10,872.07	\$10,872.07	\$10,872.07	
Total hours	88.0	4.0	8.0	4.0	8.0	48.0	8.0	8.0				
Direct Rate		\$96.91	\$42.91	\$70.50	\$40.88	\$32.21	\$44.36	\$47.17				
Overhead		\$144.28	\$76.67	\$104.96	\$73.04	\$57.55	\$79.27	\$84.28				
Fee	10%	\$24.12	\$11.96	\$17.55	\$11.39	\$8.98	\$12.36	\$13.15				
Billing Rates		\$265.31	\$131.53	\$193.01	\$125.31	\$98.74	\$135.99	\$144.60				
Subtotal		\$1,061.24	\$1,052.25	\$772.03	\$1,002.50	\$4,739.31	\$1,087.95	\$1,156.79	\$10,872.07	\$10,872.07		
Field Employee Overhead	148.88%											
FTE Employee Overhead	178.67%											
Other Direct Costs												
523.02 Reproductions											\$200.00	
523.07 Surveys and Reports (RIMS Model)											\$500.00	
Direct expense subtotal											\$700.00	
Total price											\$11,572.07	

Biggs Cardosa Associates, Inc.
 500 S. Main Street, Suite 400
 Orange, CA 92868

September 26, 2020
 Biggs Cardosa Job No. 2018243

Peter Ramey
 City of Corona | Public Works Department
 400 S. Vicentia Avenue, Suite 210
 Corona, CA 92882

Subject: McKinley Street Grade Separation: Extra Work Request 08
 City of Corona Project No. 2012-12

Dear Peter:

Biggs Cardosa is submitting this Extra Work request to provide additional services related to traffic counts and turning movements in the vicinity of the Shell Gas Station, and for additional information required by Caltrans. These items are described briefly below, and are described in detail in the attached scope and fee proposal prepared by Kimley-Horn.

Traffic Counts: The City requested additional traffic counts in the vicinity of the Shell Gas Station. This was previously included in Extra Work Request 06, which was not approved due to issues noted with contract language in the scope attached to Extra Work Request 06 which should now be considered defunct. The scope attached to this Extra Work Request 08 is now in compliance with the contract requirements, and we request that this item be approved as part of Extra Work Request 08.

McKinley Southbound Left-Turn Lane: The Design Team prepared numerous iterations of the plans and Traffic Operations Analysis Report (TOAR) with respect to the turning lane. The turning movement was initially removed, then Caltrans expressed potential support for the movement, but required updates to the plans and the TOAR to review. Upon further review, Caltrans determined that movement could not be accepted due to operational and safety concerns, and the plans and TOAR were again revised. This Extra Work Request includes the effort required to revise the plans and TOAR for Caltrans review.

Storm Water Data Report (SWDR): Caltrans requested that the Design Team prepare and submit a Long Form SWDR, which was not anticipated for this project.

Geometric Approval Drawing (GAD): Caltrans requested that the Design Team submit a GAD, which was not anticipated for this project.

The following table summarizes the requested fee per task.

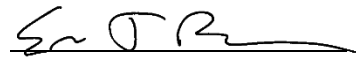
Task	Kimley-Horn Fee	Total (Incl. 5% Markup)
Task 1 – Project Administration	\$5,536	\$5,813
Task 2 – Data Collection	\$34,053	\$35,756
Task 5 – PS&E	\$46,782	\$49,121
Task 7 – Coordination, Agreements & Permits	\$55,793	\$58,583

The total cost of this Extra Work Request is \$149,273. Refer to the attached scope and fee proposal for an hourly breakdown of the fee.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Eric Pheifer, PE
Project Manager

Agreed to By,

CITY OF
CORONA

Peter Ramey
City Project Manager

Attachments:

- Kimley-Horn Scope/Fee Proposal



September 9th, 2020

Eric Pheifer, P.E.
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

RE: McKinley Grade Separation Project - Amendment Number 4

Dear Mr. Pheifer:

Kimley-Horn is pleased to submit this amendment to Biggs Cardosa Associates, Inc. for providing traffic count services and additional design services for the McKinley Grade Separation Project in the City of Corona. Our understanding, scope of services, schedule, and fee to perform these additional services are below.

Understanding

Item 1 (Traffic Counts): As discussed in PDT No. 7, the City of Corona requested additional traffic counts in the vicinity of the Shell Gas Station.

Item 2 (Shell Left-Turn Lane): As discussed in PDT No. 13, Caltrans expressed that they would potentially support the McKinley Street southbound left-turn lane into the Shell Gas Station. The City instructed the Consultant Team to update the Traffic Operations Analysis Report (TOAR) and design plans to accommodate this left turn so that Caltrans could make a final determination, and the City could explain to the property owner that they have done everything within their purview retain the left-turn lane. Through this process and multiple meetings with Caltrans, Caltrans determined that they could not accept the left-turn lane due to operational and safety concerns. As discussed in PDT No. 15, the project development team agreed to remove the left-turn lane from the TOAR and design plans.

Item 3 (SWDR): On January 15, 2020 Caltrans requested that the design team submit a Long Form Storm Water Data Report (SWDR) for approval, which was not included in the original scope of services. The original scope only included a Hydraulics and Hydrology Report and Water Quality Management Plan as required for the MS4 permit.

Item 4 (GAD): On June 19, 2020 Caltrans requested that the design team submit a Geometric Approval Drawing (GAD) per the Caltrans District 8 GAD checklist. A GAD was not included in the original scope of work, and in the case of this Project, is only required at the discretion of Caltrans.

Scope of Services

Item 1 (Traffic Counts):

- Collect 24-hour daily traffic at the intersection of McKinley Street and SR-91 eastbound on/off-ramps, specifically the movements into the Shell Gas Station and adjacent Los Arcos Plaza driveways from McKinley Street and from the SR-91 eastbound off-ramp. Counts will be collected over a two-week period in October, 2019. Counts will be separated into vehicles accessing gas station only or proceeding into the Los Arcos Plaza. Traffic entering gas station area from the Los Arcos Plaza will not be counted.
- Provide technical memo analyzing traffic count data.

Deliverables: Shell Station Traffic Count Data and Memorandum

Item 2 (Shell Left-Turn Lane):

- Update traffic analyses, geometrics, and TOAR to evaluate the conditions with and without the McKinley Street southbound left-turn lane in the Shell Gas Station.
- Update typical sections, demolition plans, layout plans, roadway profiles, signing and striping plans, traffic signal plans, drainage plans, utility plans, and cost estimate as necessary while evaluating the conditions.
- Update Design Standard Decision Document and design exceptions.
- Attend up to two additional meetings with Caltrans to coordinate updated design. Conduct additional submittal and review coordination.

Deliverables: Updated Traffic Operations Analysis Report, updated plans, updated cost estimate, updated Design Standard Decision Document

Item 3 (SWDR):

- Prepare Caltrans Long Form Storm Water Data Report.
- Attend up to two additional meetings with Caltrans to coordinate the Long Form Storm Water Data Report. Conduct additional submittal and review coordination.

Deliverables: Long Form Storm Water Data Report

Item 4 (GAD):

- Prepare GAD per Caltrans District 8 GAD Checklist. Conduct additional submittal and review coordination.

Deliverables: Geometric Approval Drawing

Assumptions & Exclusions

- The City and Caltrans will maintain decision to eliminate the McKinley Street southbound left-turn lane into the Shell Gas Station.
- The Long Form Storm Water Data Report will undergo up to three Caltrans reviews.
- The GAD will undergo up to two Caltrans reviews.

Fee & Schedule

We are requesting an additional not-to-exceed fee of \$142,164 to accomplish the above stated scope of services.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate amendment document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Very truly yours,



Darren Adrian, P.E. (No. 53031)
Project Manager

Attachments:

Not-to-Exceed Fee Estimate

McKinley Street Grade Separation

Fee Proposal | Kimley-Horn

McKinley Street Grade Separation | City of Corona

Amendment Number 4 Fee Proposal | Kimley-Horn

S.O.W. Phase / Task	Project Manager	Sr. Tech. Advisor	Senior Professional II	Senior Professional I	Professional II	Professional I	Senior Analyst	Analyst	Senior Designer	Designer	Project Support	Clerical	Total Hours	Labor Subtotal	Expenses	Task Totals
	\$318.37	\$360.49	\$272.16	\$231.08	\$215.68	\$148.92	\$133.51	\$118.11	\$154.06	\$128.38	\$184.87	\$90.38				
Task 1 - Project Administration																
1.3 Project Controls	7					16					5		28	\$5,536		\$5,536
Task 2 - Data Collection																
2.8.2 Update Traffic Analyses	7		13	16		23	78						137	\$23,303	\$10,750	\$34,053
Task 5 - 95% PS&E																
5.1.1 Water Quality Management Plan	9			14		66	63	65					217	\$32,018		\$32,018
5.3.4 Roadway Plans			2			37	40						79	\$11,395		\$11,395
5.3.5 Traffic Plans			2			8	8						18	\$2,804		\$2,804
5.5 Cost Estimates						2	2						4	\$565		\$565
Task 7 - Coordination, Agreements & Permits																
7.3 Caltrans District 8	34		25	8		90	142						299	\$51,839		\$51,839
7.3.1 Caltrans Fact Sheets (DSDD)	4					18							22	\$3,954		\$3,954
Amendment 4 Total	61		42	38		260	333	65			5		782	\$131,414	\$10,750	\$142,164

Expenses Breakdown*	Traffic Counts	\$10,750
		Expense Subtotal

Notes:

* Costs for 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.

1. Quantities within task descriptions above indicate portion of work within prime agreement for Kimley-Horn and is the basis for our agreed upon fees.

2. Kimley-Horn will not exceed the total maximum fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.



McKinley Street Grade Separation

Attachment B

Outstanding Work Performed Backup Table

2012-12 McKinley GS - Outstanding Work Performed Backup Table

Task No	Task	BCA	KH	AA	BKF	DEA
0	Miscellaneous AA, BKF, DEA and other minor subs billings	\$ 61,482.61	\$ 46,898.58	\$ 30,048.04	\$ 2,001.92	\$ -
1	Delete Reinforced Concrete Box Culvert	\$ 32,614.56	\$ 7,807.12	\$ -	\$ -	\$ -
2	Construction Engineering for Alternate Cable Hanger Stressing Sequence	\$ 74,165.15	\$ -	\$ -	\$ -	\$ -
3	Reinforcing Steel Details and Misc Layout Changes (DR 3)	\$ 22,569.75	\$ -	\$ -	\$ -	\$ -
4	Bolted Connection Changes (Blind Nuts), Structural Steel Plan Sheet Changes (DR 4)	\$ 90,279.01	\$ -	\$ -	\$ -	\$ -
5	TC/Signal Modification Issues @ McKinley/Sampson, Video Detection, TPAR	\$ -	\$ 39,937.54	\$ -	\$ -	\$ -
6	Retaining Wall 1 and 6 Modifications (DR 8) includes SD Line A change	\$ 130,458.24	\$ 78,334.82	\$ -	\$ -	\$ -
7	Revised Stage 1b Plans	\$ -	\$ 29,776.02	\$ -	\$ -	\$ -
8	Electrical Changes @ Bridge	\$ -	\$ 3,147.20	\$ -	\$ -	\$ -
9	Added Stage 1C Plans for WMWD Sewer Work	\$ -	\$ 17,789.38	\$ -	\$ -	\$ -
10	Revised Stage 2A, 2B, 2C Closure of Estelle Street	\$ -	\$ 77,775.72	\$ -	\$ -	\$ -
11	Cable Hanger Approved Equal	\$ 7,778.86	\$ -	\$ -	\$ -	\$ -
12	DR 16 Estelle County of Riverside street lighting	\$ -	\$ 2,710.73	\$ -	\$ -	\$ -
13	Eliminate Deck Closure Pours & Concrete Polyester Overlay	\$ 4,074.74	\$ -	\$ -	\$ -	\$ -
14	SPU Concrete Bolster Support System in lieu of Structural Steel Plate & Gusset System	\$ 3,242.40	\$ -	\$ -	\$ -	\$ -
15	Minor Plan Changes / DRs 1. Buchannan Signs and Changes 2. Popeyes Median Finger 3. CPUC Revision 4. Landscape Changes and Meter Update Layout for Caltrans 5. Changes to traffic signal poles #10 6. Service Enclosure and Off Ramp Striping Standard Update	\$ -	\$ 20,175.73	\$ -	\$ -	\$ -
<i>Totals (Task 1 - 15) =</i>		\$ 178,168.80	\$ 277,454.26	\$ -	\$ -	\$ -
		\$455,623.06				







McKinley Street Grade Separation

Attachment C

Extra Work Request Emails (Construction Phase)

LOG OF SCOPE MODIFICATIONS

NO.	DESCRIPTION	COST IMPACT	CITY APPROVAL (EMAIL)
1	Signal Timing/Coordination – Following a weekend closure of SR-91, concerns were raised about traffic control on McKinley Street. To address these concerns and evaluate additional traffic measures, Kimley-Horn will collect traffic counts at five intersections along the McKinley Street corridor, and prepare an updated Syncro model.	\$34,500 (Superseded by No. 3)	 2023-02-07 Signal Timing.msg
2	MSE Wall Overexcavation – The Construction Management Team recommended revisiting the analyses for overexcavation requirements under MSE walls in an effort to streamline excavation and backfill and avoid utilities. Earth Mechanics will prepare refined geotechnical analyses. Biggs Cardosa will refine structural calculations and revise plans, as required.	\$7,500	 2023-02-13 MSE Wall Overexcavation
3	Signal Timing/Coordination (Revised) – Refer to No. 1. The additional service request was amended to include signal timing/operations review at the McKinley/Sampson Intersection, along with the intersections north of SR-91 initially planned.	\$40,400	 2023-02-23 Signal Timing (Revised).msg
4	Alternate Staging Evaluation – An alternative staging concept has been presented to construct the center of McKinley Street first with a ramp up to the Estelle Street intersection. The Kimley-Horn Team will evaluate the feasibility of this concept, prepare stage construction exhibits, and attend coordination meetings.	\$8,000	 2023-05-08 Alternate Staging Ev

Eric Pheifer

From: Josh Cospers <jcosper@markthomas.com>
Sent: Monday, February 13, 2023 4:13 PM
To: Eric Pheifer
Cc: Tom Densford; Austin Emrich; Zachary Dietrich; Julianna Zaleski
Subject: RE: McKinley Street Grade Separation Project - Weekly Design Coordination Meeting - Agenda for February 13, 2023 Meeting

Eric,

Thanks for the heads up below. Use this email as my approval of Item 2 and the estimated costs. Please move forward with the work.

Thanks,
Josh

Josh Cospers

Senior Project Manager

(909) 723-1127 direct | (951) 870-3094 mobile

From: Eric Pheifer <EPheifer@BiggsCardosa.com>
Sent: Monday, February 13, 2023 9:28 AM
To: Josh Cospers <jcosper@markthomas.com>
Cc: Tom Densford <TDensford@BiggsCardosa.com>; Austin Emrich <AEmrich@BiggsCardosa.com>; Zachary Dietrich <ZDietrich@BiggsCardosa.com>
Subject: RE: McKinley Street Grade Separation Project - Weekly Design Coordination Meeting - Agenda for February 13, 2023 Meeting

Josh,

In advance of the meeting later this morning, I wanted to discuss some scope updates with you so we can provide Scott with a timely response:

#1 Traffic Study

You and Julianna already approved Kimley-Horn's request for this effort, so they should be off and running. Thanks for the quick response on those services.

#2 MSE Wall Over Excavation Limits

We have been investigating Scott's request and discussing with Earth Mechanics. The scope includes additional geotechnical and structural analysis to support the reduction of overexcavation limits and revisions to S-129 accordingly.

We estimate the following level of effort:

Earth Mechanics: \$4,300

Biggs Cardosa: \$3,200

Total Request: \$7,500

Please let us know if this is acceptable to you and the City, and I'll get Earth Mechanics a revised sub agreement and proceed quickly.

#7 Deck Closure Pours & Polyester Concrete Overlay

We determined that this effort would be minimal (under 20 hours) and are proceeding using our Task 9 budget.

I think that covers the high priority items on Scott's agenda. I'm not sure what the status of Action Item No. 4 (new street name on custom mast arm) or 5 (Sewer Line A plans), but will follow up with Kimley-Horn.

Please let me know if you have any questions or comments, or if you need anything prior to the design coordination meeting later this morning.

Thanks,

ERIC PHEIFER | Biggs Cardosa Associates, Inc

epheifer@biggs-cardosa.com | d 714.352.8312 | c 978.460.3385

From: Scott Walker <scott@dankenm.com>

Sent: Friday, February 10, 2023 3:59 PM

To: Josh Cospers <jcospers@markthomas.com>; Julianna Zaleski <julianna.zaleski@coronaca.gov>; Aaron Cox <aaron.cox@coronaca.gov>; Alan Huynh <alan.huynh@kimley-horn.com>; Melchor, Jason <Jason.Melchor@kimley-horn.com>; Austin Emrich <AEmrich@BiggsCardosa.com>; Eric Pheifer <EPheifer@BiggsCardosa.com>; Tom Densford <TDensford@BiggsCardosa.com>; Adrian, Darren <darren.adrian@kimley-horn.com>; Qureshi, Kameron <Kameron.Qureshi@kimley-horn.com>

Cc: Amy Griffin <amy@dankenm.com>; Ahmad Faqih <afaqih@falcon-ca.com>; Amelia Fitchett <amelia@dankenm.com>; Rhonda Abouazra <rabouazra@falcon-ca.com>

Subject: McKinley Street Grade Separation Project - Weekly Design Coordination Meeting - Agenda for February 13, 2023 Meeting

McKinley Team,

Attached is the design coordination meeting agenda for Monday's meeting.

Thank You,

Scott D. Walker, P.E. | Principal Construction Manager

Cell: 714.875.4714 | E-mail: Scott@dankenm.com

Danken Construction Engineering Group

25571 Marguerite Parkway, Suite 2L | Mission Viejo, CA 92692

www.dankenm.com

Eric Pheifer

From: Josh Cospers <jcosper@markthomas.com>
Sent: Thursday, February 23, 2023 9:08 AM
To: Melchor, Jason; Julianna Zaleski
Cc: Eric Pheifer; Huynh, Alan; Adrian, Darren
Subject: RE: McKinley DR - Signal Timing Scope and Fee (Revised to add Sampson Intersection)

Jason,

Good morning, hope you are doing well.

Consider this email my approval of your quote below.

Eric – Can you put a matrix together we look at in our Monday meetings that keeps tabs of these approvals associated with the DRs? I just want to make sure it helps with our upcoming discussions and keeps us both on the same page until these changes settle down.

Thanks,
Josh

Josh Cospers

Senior Project Manager

(909) 723-1127 direct | (951) 870-3094 mobile

From: Melchor, Jason <Jason.Melchor@kimley-horn.com>
Sent: Tuesday, February 21, 2023 10:27 AM
To: Josh Cospers <jcosper@markthomas.com>; Julianna Zaleski <Julianna.Zaleski@CoronaCA.gov>
Cc: Eric Pheifer <EPheifer@BiggsCardosa.com>; Huynh, Alan <alan.huynh@kimley-horn.com>; Adrian, Darren <darren.adrian@kimley-horn.com>
Subject: McKinley DR - Signal Timing Scope and Fee (Revised to add Sampson Intersection)

Hi Josh,

Please see the revised Signal Timing Scope and Fee to add the signal timing/operations review at McKinley Street and Sampson Avenue intersection, which I added as Task 2 below. Please review. Once we receive a Notice-to-Proceed, we can incorporate Sampson Avenue into the traffic count data collection happening this week.

Task 1: Signal Timing/Coordination – North of SR-91

Prepare weekday and weekend AM/Mid-day/PM Peak Hour Coordination and signal timing plans for five intersections north of SR-91:

- McKinley Street at SR-91 EB Ramps
- McKinley Street at SR-91 WB Ramps
- McKinley Street at Griffin Way
- McKinley Street at Shopping Center

- McKinley Street at Promenade Avenue

Utilizing Synchro, we will prepare a model of the McKinley Street corridor for the five intersections. Collect AM/Mid-day/PM peak hour turning movement counts at the five intersections listed above for a typical weekday and weekend day. We assume cycle lengths will remain the same as existing conditions. City to provide existing timing sheets for both City and Caltrans intersections. We will address one round of signal timing comments from the City.

Task 2: Signal Timing/Operations Review at McKinley-Sampson Intersection

Utilizing Synchro, we will prepare a model of the Stage 2B (Phases 1-3) concepts, presented at the 2/16/23 Traffic/Utility meeting, specifically McKinley Street from SR-91 EB Ramps to Sampson Avenue to demonstrate the SR-91 EB off-ramp to southbound McKinley Street to westbound Sampson traffic flow. Collect AM/Mid-day/PM peak hour turning movement counts at the McKinley Street and Sampson Avenue intersection for a typical weekday and weekend day. We assume cycle lengths will remain the same as existing conditions. Markup existing timing sheets for McKinley Street and Sampson Avenue for City review. We will address one round of signal timing comments from the City.

Task 3: Meetings

We assume up to 3 coordination meetings with City and project team.

Fee:

Task 1 - \$29,500

Task 2 - \$5,900

Task 3 - \$5,000

Total - \$40,400

Thanks,
Jason

Jason Melchor, P.E.

Kimley-Horn | 1100 W Town and Country Road, Suite 700, Orange, CA 92868

Direct: 714 705 1331 | www.kimley-horn.com

Eric Pheifer

From: Josh Cospers <jcosper@markthomas.com>
Sent: Monday, May 8, 2023 6:27 PM
To: Huynh, Alan
Cc: Melchor, Jason; Adrian, Darren; Eric Pheifer
Subject: Re: McKinley GS - Request for Authorization for Alternate Staging

Approved, please move forward with this thanks.

Josh

Sent from my iPhone

On May 8, 2023, at 3:53 PM, Huynh, Alan <alan.huynh@kimley-horn.com> wrote:

Josh,

See below for our request for authorization to investigate the Stage 2 alternative concept south of the BNSF At-Grade Crossing and provide exhibits for the Contractor.

Stage 2 Alternate Staging Scope and Fee

Kimley-Horn will analyze feasibility of alternate Stage 2 concept presented on April 21st. The alternate Stage 2 concept is as follows:

- 2A.** Construct a 34'-36' corridor along McKinley Street to finish grade from Estelle to Magnolia. Construct a temporary ramp from Sta 19+00 to Estelle (Sta 15+00). Meanwhile, active traffic will be routed to the east and west sides of McKinley Street at existing grade and Estelle will have right-in-right-out access at McKinley. Right-in-right out access will be maintained at the shopping center driveway (formerly Food 4 Less) on McKinley. The proposed McKinley southerly shopping center driveway (east) will be constructed.
- 2B.** Switch traffic to the middle corridor. Completely close Estelle aside from leaving Estelle driveways open. This stage will construct retaining walls 5, 6, 7, and 8. This will also construct the majority of McKinley sidewalk and outer roadway improvements. New southeasterly McKinley driveway will be open and access to ARCO will be maintained.
- 2C.** Construct Arco driveway and minor roadway improvements to tie-in driveways on McKinley.

Kimley-Horn will analyze the feasibility of stage 2 with respect to the following and provide summary to the City:

1. Cross sections to analyze available space for traffic handling
2. Available space for temporary traffic signal configurations
3. Profile of the temporary ramp along McKinley street during Stage 2A
4. Emergency vehicle access

Kimley-Horn will prepare Stage Construction Exhibits illustrating the work areas, overview of traffic handling movements, cross sections for each stage. Kimley-Horn will address one set of comments. Traffic handling design and/or base mapping is excluded.

This includes attending up to three coordination meetings with the City and project team to review.

Fee: \$8,000

Thanks,

Alan Huynh, P.E.

Kimley-Horn | 1100 W Town and Country Road, Suite 700, Orange, CA 92868

Direct: 714.705.1319 | Office: 714.939.1030



McKinley Street Grade Separation

Attachment D

Scope/Fee for Remaining Work

Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 1200
Orange, CA 92868

May 8, 2023
Biggs Cardosa Job No. 2018243

To: Julianna Zaleski, City of Corona, Project Manager
Josh Cospers, Mark Thomas & Company, Program Manager

Subject: **Remaining Design Support Services During Construction**
McKinley Street Grade Separation
City of Corona Project No. 2012-12 | Purchase Order No. P20962

Dear Julianna and Josh:

The purpose of this letter is to describe the remaining design support services, estimated as of the date of this letter, that the Biggs Cardosa / Kimley-Horn Team will provide in support of the project. The scope included herein relates to Biggs Cardosa's structural scope of work. For civil/roadway/traffic/utility/etc. items, refer to Kimley-Horn's attached scope of work.

Submittal Reviews

Biggs Cardosa will review submittals provided by the contractor. Remaining submittals include:

1. Steel Member Sealing – Polyurethane Foam
2. Cable Hanger Installation Procedure
3. Structural Steel Detailed Erection Plan
4. Fin Plate Details
5. Geometric Control Plan
6. Tie Girder Post Tensioning Shop Drawings
7. Flexible Corrosion Resistant Wax (Hot Injected)
8. Heavy Lifters Qualifications - SPMTs
9. Bridge Travel Path Design – SPMTs
10. Temporary Support Design(s) for Bridge Travel Path
11. Bridge Move Document / SPMT Lifting System Drawings
12. Temporary Stresses and Deformation Analysis / Superstructure Monitoring
13. Lightweight Cellular Concrete Backfill

For the purpose of estimating the level of effort related to these submittals, they have been grouped into "Minor Submittals" and "Major Submittals" in the attached fee sheet as follows:

Minor Submittals: Steel Member Sealing – Polyurethane Foam; Fin Plate Details; Geometric Control Plan; Tie Girder Post Tensioning Shop Drawings; Flexible Corrosion Resistant Wax (Hot Injected); Heavy Lifters Qualifications; Lightweight Cellular Concrete Backfill. Minor submittals are anticipated to require an average of five (5) hours per submittal.

Major Submittals: SPMT Bridge Move Document (including Bridge Travel Path Design, Lifting System Drawings, and Temporary Stresses and Deformation Analysis / Superstructure Monitoring); Cable Hanger Installation Procedure; Structural Steel Detailed Erection Plan. Major submittals have hours estimated in detail on the attached fee sheet.

Requests for Information (RFIs)

Biggs Cardosa will review and respond to RFIs submitted by the contractor. An additional twenty-five (25) structures-related RFIs are anticipated.

Claim Support

Biggs Cardosa will provide technical support related to the structural steel delay claim submitted by the contractor. Up to two (2) claim support meetings are included in this scope.

Meetings

Biggs Cardosa will participate in the following meetings:

- Weekly Design Coordination Meetings – Up to twenty-four (24) additional meetings are assumed.
- Weekly Construction Meetings During Bridge Erection – Up to sixteen (16) meetings are anticipated.
- Bridge Move Pre-Construction Meeting – Up to two (2) meetings are anticipated.

Bridge Field Support

Biggs Cardosa will provide on-site staff for observation for the following activities:

- Structural Steel Erection – Up to four (4) site visits are assumed.
- Bridge Set Operation – One (1) site visit to observe the SPMT move and bridge set are assumed.
- Cable Hanger Final Stressing – Up to two (2) site visits are assumed.
- Bridge Final Walk Through – One (1) site visit is assumed.

Unanticipated Design Support Services

To account for unanticipated issues that will require Biggs Cardosa's support, the following is assumed:

- Bridge Construction & Erection Issues – Biggs Cardosa has allocated hours to assist in resolving unanticipated issues during bridge construction and erection (e.g. steel member fit-up, geometric control issues, etc.).
- Existing Utility Conflicts – Biggs Cardosa has allocated hours to assist in resolving unforeseen utility conflicts with structures.

As-Built Plans

Field-directed changes and Design Revisions will be incorporated into a final as-built set of plans for City records. It is assumed that the City and their Construction Management Team will provide any field directed changes to Biggs Cardosa and Kimley-Horn prior to as-built preparation.

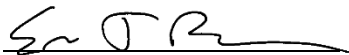
Fee

The services outlined above will be performed on a time and materials basis with a not to exceed fee of \$208,247. A detailed fee worksheet is attached.

We look forward to continuing to work with you on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Eric Pheifer", written over a horizontal line.

Eric Pheifer, PE
Project Manager

Attachments:

- Biggs Cardosa Fee Worksheet
- Kimley-Horn Scope and Fee Worksheet

McKinley Street Grade Separation

Fee Proposal | Biggs Cardosa Associates

S.O.W. Phase / Task	Principal I	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Senior Computer Drafter	Total Hours	Labor Subtotal	Escalation**	Expenses	Task Totals
	\$268.32	\$239.77	\$206.67	\$187.26	\$167.84	\$153.00	\$141.58	\$153.00					

Task 9 - Engineering Construction Services													
9.1A	Submittal Review												\$45,169
	Minor Submittals (6)		6			12	12		30	\$4,974	\$0	\$0	\$4,974
	SPMT Bridge Move Document	4	12	8	8	40	80		152	\$24,238	\$0	\$0	\$24,238
	Cable Hanger Installation Procedure		2			8	40		50	\$7,367	\$0	\$0	\$7,367
	Structural Steel Detailed Erection Plan		2			16	40		58	\$8,591	\$0	\$0	\$8,591
9.1B	Requests for Information (25)	4	12			50	25		91	\$15,140	\$0	\$0	\$15,140
9.1C	Claim Support	8	16	16		24			64	\$12,962	\$0	\$0	\$12,962
9.1D	Meetings												\$27,944
	Weekly Design Coordination Meetings (24)	12	12			24	16		64	\$12,034	\$626	\$0	\$12,660
	Weekly Construction Meetings During Bridge Erection (16)	8	16			16	8		48	\$9,564	\$497	\$0	\$10,061
	Bridge Pre-Move Construction Meetings (2)	4	8	4		8			24	\$4,964	\$258	\$0	\$5,223
9.1E	Bridge Field Support	2	4		16	32			54	\$9,077	\$472	\$431	\$9,980
9.1F	Unanticipated Design Support Services												\$35,809
	Bridge Construction & Erection Issues	4	20			40	80		144	\$23,315	\$1,212	\$0	\$24,527
	Existing Utility Conflicts		4	8		16	40		68	\$10,724	\$558	\$0	\$11,281
9.2	Preparation of Record Documents (As-Builts)	12	40	24	8	16	80	40	120	\$58,217	\$3,027	\$0	\$61,245
	Const. Support (Task 9) Totals	58	154	48	20	40	366	381	1,187	\$201,166	\$6,651	\$431	\$208,247

Expenses Breakdown*	Mileage for Site Visits	\$431
	Expense Subtotal	\$431

Notes:

* Costs for 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.

** Escalation is based on 5.2%/year (latest table 5 of Bureau of Labor Statistics)



May 24th, 2023

Eric Pheifer, P.E.
Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 400
Orange, CA 92868

RE: McKinley Grade Separation Project – Amendment Request No. 7

Dear Mr. Pheifer:

Kimley-Horn is pleased to submit this amendment to Biggs Cardosa Associates, Inc. (BCA) to continue Engineering Construction Services and additional design services for the McKinley Grade Separation Project in the City of Corona (City). Our understanding, scope of services, schedule, and fee to perform these additional services are below.

Understanding

Kimley-Horn has provided Engineering Construction Services for the McKinley Grade Separation Project as part of Task 9 – Engineering Construction Services, which was initiated as part of Amendment Request No. 6 on June 15th, 2021. Additional budget was shifted to Task 9 on December 2, 2021 as part of the Extra Services 05 Amendment for a total budget of \$324,776.45. During the month of January 2023, Kimley-Horn exhausted the original Engineering Construction Services budget primarily providing support for value engineering efforts and to revise the traffic handling and temporary signal plans to reduce risk associated with schedule, differing field conditions, and changes to Stage Construction.

The design team and the City of Corona met on March 6, 2023 to review invoices and compensation for work dating back to July 2022. The City of Corona agreed to compensate the design team for most out-of-scope work and requested an amendment for future work anticipated during construction. The tasks listed in the scope of services outline the scope of work anticipated for the remaining duration of construction. The City also provided a list of Remaining Design Support Services on April 17, 2023 which has been incorporated into this scope of work. A 17-month remaining construction schedule is assumed (from May 1, 2023 to a September 31, 2024 completion).

Scope of Services

Task 9.1 - Engineering Support (RFIs, Shop Drawing Review, Etc.):

Kimley-Horn will assist the City with following:

- Provide professional engineering services to address and respond to Requests for Information (RFIs) from the Contractor or Construction Manager. Up to 15 RFI responses will be provided.
 - As part of RFIs, prepare supplementary sketches and details to resolve field construction issues that may be encountered.
- Review the following shop drawing and materials submittals (three total): Bridge Path Travel Path Design, Irrigation System, and Biofiltration Devices.
- Attend coordination meetings, workshops, and field meetings with the design team, City of Corona, and/or Construction Manager during construction. We will attend up to 34 meetings total, which includes 24 design coordination meetings, 6 construction meetings during bridge erection, 2 bridge move pre-construction meetings, and 2 claim support meetings. Standing bi-weekly coordination meetings are assumed to conclude in the first quarter of 2024.
- Day-to-day project management and coordination including internal meetings, monitoring work conformance with standards and policies, and project controls.

Deliverables: Response to RFIs, Supplementary Sketches, Shop Drawing and Submittal Reviews

Task 9.2 – Temporary Traffic Handling Support

Kimley-Horn will provide support to City on additional traffic handling and temporary traffic signal revisions. This encompasses the following:

- Provide an allowance to revise the Stage 2 and Stage 3 traffic handling and temporary traffic signal plans based on City approved changes to stage construction and to address comments from the City (up to 930 hours have been allocated). These revisions will encompass Stage 2 traffic handling south of the bridge illustrating building the outside of the roadway in one stage and the middle of the roadway in a separate stage. Revisions will also encompass traffic handling revisions north of the bridge to accommodate a SR-91 EB off-ramp closure and associated changes communicated by the Construction Manager on May 23, 2023.
- Synchro analysis for Stage 2 and Stage 3 traffic handling configurations to assist with feasibility. We assume cycle lengths will remain the same as existing conditions. Prepare markups of existing signal timing sheet markups for Stage 2 and 3 temporary traffic signals for City review. We will address one round of signal timing comments from the City for each stage (up to 135 hours have been allocated).
- Provide Synchro analysis for the ultimate condition along McKinley Street from SR-91 EB Ramps/Loop Road intersection to Magnolia Avenue, including Sampson Avenue at Side Ramp and Loop Road intersections. Prepare signal timing sheets for ultimate

traffic signal configuration for City review. We will address one round of signal timing comments from the City (up to 150 hours have been allocated).

Deliverables: Revised traffic handling and temporary traffic signal plans for Stage 2 and 3, markups of Stage 2 and Stage 3 temporary traffic signal timing sheets, markups of ultimate traffic signal timing sheets

Task 9.3 – Miscellaneous Design Revisions / Design Support

30" Water, Lateral C7, and 15" Sewer Realignment - Revise plans and provide coordination associated with the realignment of the 30" Water Line, Storm Drain Lateral C7, and 15" Sewer Realignment.

8" Water Line Realignment – Prepare plan and profile sheet for 8" water relocation along McKinley Street North of Sampson Avenue per City's request on May 23, 2023. Coordinate with Construction Manager for additional potholes at water line tie-in and utility crossings. Address one round of comments from the City and attend up to three coordination meetings related to the 8" water line realignment.

Other Miscellaneous Design Revisions / Design Support - Kimley-Horn has provided an allowance to assist the City with additional miscellaneous design revisions initiated and approved by the City (up to 300 hours have been allocated). This task includes scope to anticipate miscellaneous design revisions and support that may arise from differing field conditions or City approved preferences. This encompasses the following items that were specifically identified by the City in the list of Remaining Design Support Services on April 17, 2023: utility conflicts, private property conflicts/owner requested changes (up to 20 hours), ADA curb ramp conflicts (up to 20 hours), 12" City of Corona Water Line coordination, and WMWD sewer system. We will inform BCA prior to exceeding the budget stated herein.

Task 9.4 – Preparation of Record Documents (As-Builts):

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. Kimley-Horn will prepare "As-Built" drawings by electronically incorporating as-built revisions into the Conformed set of drawings, as provided in red-line field notes by the City and its Construction Manager. Kimley-Horn will also incorporate previously approved Design Revisions into the Record Drawings. Record Drawings will be prepared by updating the approved design drawings based on one set of redline markups (as-builts) provided by the Contractor, project inspector or City Staff. The purpose of the Record Drawing is to create a deliverable that will represent the built condition for the City's record as recorded by the Contractor. Independent verification of Contractor's provided as-built drawings is not included in this scope. Record Drawings will not be updated for Staging Plans, Traffic Handling Plans, or Temporary Traffic Signal Plans and will only include updates to permanent improvement plans.

Deliverables: Record drawing files saved in AutoCAD 2022 .dwg and .pdf formats

Assumptions & Exclusions

- The Consultant has no control over the Contractor's or Construction Manager's means, methods, techniques, sequence, schedule and other activities. Therefore, the associated effort for Kimley-Horn Team during construction detailed in the fee sheet are an estimate only for budgetary purposes. Kimley-Horn will provide its services during Construction on a time and materials basis, and will notify the BCA prior to exceeding the budgets stated herein.
- All temporary traffic handling support and design revisions will be authorized by the City of Corona prior to initiating work.
- Agency review/concurrence necessary for design revisions is limited to review of the changed features only. Addressing comments pertaining to previously approved project features are not included. Processing for agency approvals is assumed to be provided by others.
- Visits to Site and Observation of Construction. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.
- Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders. Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- Limitations of Responsibility. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have responsibility to stop or direct the work of any Contractor or resolve disagreements between Client and Contractor.
- Consultant will, if requested by Client, render written decision on claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.

Fee & Schedule

We are requesting an additional not-to-exceed fee of \$482,640 to accomplish the above stated scope of services. We anticipate a 17-month remaining construction schedule for the project (from May 1, 2023 to a September 31, 2024 completion). Plan Revisions, RFI's and Submittal responses will be provided to the City and the Construction Manager on a mutually agreed upon schedule.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate amendment document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Very truly yours,



Darren Adrian, P.E. (No. 53031)
Project Manager

Attachments:

Not-to-Exceed Fee Estimate

S.O.W. Phase / Task	Project Manager	Sr. Tech. Advisor	Senior Professional II	Senior Professional I	Professional II	Professional I	Senior Analyst	Analyst	Senior Designer	Designer	Project Support	Clerical	Total Hours	Labor Subtotal	Escalation**	Expenses	Task Totals
	\$353.95	\$400.77	\$302.58	\$256.90	\$239.77	\$165.56	\$148.43	\$131.31	\$171.27	\$142.73	\$205.52	\$100.48					
Task 9 - Engineering Construction Services																	
9.1 Engineering Support (RFIs, Shop Drawings, Etc.)																	
9.1.1 Response to Inquiries (15 RFIs)	7	3	30	30	30	30	30						160	\$37,077	\$1,681		\$38,758
9.1.2 Shop Drawings and Submittal Review (3)	2	1	5	5	12	6							31	\$7,777	\$353		\$8,129
9.1.3 Meetings (34)	10		34		45	17							106	\$27,431	\$1,244		\$28,675
9.1.4 Project Management and Coordination	20		10		20						20	40	110	\$23,030	\$1,044		\$24,074
9.2 Temporary Traffic Handling Support																	
9.2.1 Traffic Control and Signal Plan Revisions for Stage 2/3	10		40		220	260	260	140					930	\$168,413	\$7,635		\$176,048
9.2.2 Signal Timing Markups and Synchro for Stage 2/3			17		34	84							135	\$27,203	\$1,233		\$28,436
9.2.4 Signal Timing Markups for Ultimate			20		40	90							150	\$30,543	\$1,385		\$31,927
9.3 Miscellaneous Design Revisions / Design Support																	
9.3.1 30" Water, Lateral C7, and 15" Sewer Realignment	5					40	20	20					85	\$13,987	\$634		\$14,621
9.3.2 8" Water Line Realignment	12		10		40	60	35						157	\$31,993	\$1,450		\$33,443
9.3.3 Other Miscellaneous Design Revisions / Design Support	20		40		60	40	60	80					300	\$59,601	\$2,702		\$62,303
9.4 Preparation of Record Documents (As-Builts - 177 KH Sheets)	10		10	10	40	20	40	40		10			180	\$34,653	\$1,571		\$36,224
Const. Support (Task 9) Totals	96	4	216	45	541	647	445	280	0	10	20	40	2,344	\$461,708	\$20,932		\$482,640

Notes:

* Costs for printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the Construction Engineering Services to be rendered are included in the hourly rates.

** Escalation is based on 3.0%/year (latest table 5 of Bureau of Labor Statistics).

1. Quantities within task descriptions above indicate portion of work within prime agreement for Kimley-Horn and is the basis for our agreed upon fees.

2. Kimley-Horn will not exceed the total maximum fee shown without authorization from Biggs Cardosa Associates, Inc. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.