

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS & COMPANY, INC.
(DESIGN SERVICES – ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
(RFP) NO. 23-033CA)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Mark Thomas & Company, Inc., a California Corporation with its principal place of business at 2833 Junction Avenue, Suite 110, San Jose, CA 95134 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for The Ontario Avenue Widening at Lincoln Avenue (RFP) No. 23-033CA project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from _____, 2023 to December 31, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established

schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503,

either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms

of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow

any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Seven Hundred Forty-

Nine Thousand, Three Hundred and Twenty-Nine Dollars (\$749,329.00) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the

undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Mark Thomas & Company, Inc.
2833 Junction Avenue, Suite 110
San Jose, CA 95134
Attn: Paul Mittica

City:

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

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

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

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for

compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

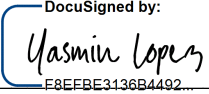
**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS & COMPANY, INC.
(DESIGN SERVICES – ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
(RFP) NO. 23-033CA)**

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

CITY OF CORONA

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

By: Kenny T. Nguyen *KE*
Kenny Nguyen
CIP Manager/City Engineer

Reviewed By: 
Yasmin Lopez
Purchasing Manager

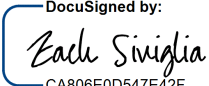
Attest:

Sylvia Edward
City Clerk

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS & COMPANY, INC.
(DESIGN SERVICES – ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
(RFP) NO. 23-033CA)

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

MARK THOMAS & COMPANY, INC.
a California Corporation

By: 
CA806E0D547E42F...
Zachary Siviglia
CEO

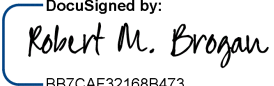
By: 
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Robert M. Brogan
Secretary

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design services necessary for the Project. The Services are more particularly described herein.

1.0 PROJECT ADMINISTRATION

1.1 Project Schedule, Status Reports, Invoices & Administration

- Prepare a project design and estimated bidding/construction schedule in MS Project. Update schedule monthly.
- Prepare and submit with invoice monthly status reports providing an overview of progress made during the month and tasks to be accomplished during the following month.
- Submit invoices which follow the task items provided in the hours/fee table provided with the proposal and/or used as a basis for the contract. Provide a brief narrative by task of the work performed during the billing cycle and copies of invoices for direct expenses.

1.2 Engineering Phase Meetings

- Kickoff Meeting
- Project/progress meetings, monthly, assume up to twelve (12) meetings
- 30% /Preliminary Plan and Estimate Review Workshop
- 60% PS&E Submittal Review
- 90% PS&E Submittal Review
- 100% PS&E Submittal Review

1.3 Public Outreach Support & Meetings

- 30% / Preliminary Plan Review Workshop
- 60% PS&E Submittal Review Workshop
- 90% PS&E Submittal Review Workshop
- 100% PS&E Submittal Review Workshop

At City’s request prior to each public outreach meeting, the Consultant will survey the right of way ‘show-me-stakes’ at the job site along private property frontage for stakeholders to visualize the existing right of way versus the new grading/wall/driveway/permit to enter limits.

Additional meetings may be required at City's discretion if more than two months elapse between submittal reviews listed above. At City's discretion, meetings may be held remotely to accommodate COVID-19 safety recommendations or as a matter of convenience.

TASK 1 DELIVERABLES:

- Meeting Agendas & Minutes (electronic)
- Monthly Status Reports (electronic)
- Monthly Updated Project Schedules (electronic)
- Monthly Invoices (electronic)
- Public Outreach & Support Meetings
- Show Me Stakes (3) mobilization(s) for 30%, 60% and 90%, as needed

2.0 RESEARCH EXISTING CONDITIONS

2.1 Site Reconnaissance

Conduct a site reconnaissance of the affected streets, existing improvements, and surrounding areas.

2.2 Record Drawing Review

Review existing record drawings to become familiar with on-site infrastructure and structures.

2.3 Research

Perform research of records including record drawings, and other agency records as necessary to secure information required to identify, locate, and accurately layout all existing utilities and improvements, within project limits that may interfere with proposed improvements. Information to be researched will be, as a minimum, the following:

- Perform field investigation and measurement to assess existing site conditions.

2.4 Surveying

Perform a topographic survey along the alignment of the new improvements to include the following:

- Provide topographic survey using City standard North American Datum 1983 US Feet State Plan VI from street right-of-way to right-of-way limits and to curb returns at intersecting streets along alignment.

- Provide one (1)-foot contours based on City of Corona vertical datum (NGVD 29).
- Provide spot elevations at critical locations along the alignment to verify vertical control, check existing utilities, such as sewer manholes and storm drain junction structures, and determine curb & gutter elevations necessary to design pavement and drainage improvements.
- Survey flow-line elevations of existing underground sewer, water, and storm drain utilities crossing any proposed pipeline improvements.
- Provide spot elevations at all locations where existing utilities are potholed.
- Show surface features and visible indications of existing utilities based on NAD 83 horizontal control to include curbs and gutters, sidewalks, existing structures and other elements relevant to prepare a comprehensive topographic map suitable for roadway design and construction.
- Establish street centerlines, right-of-way lines (along construction impact areas, as needed), and easements from available record information.
- Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction.
- Perform a site topographic survey to the extent necessary for design and construction.

2.5 Utility Coordination

2.5.1 Utility ‘A’ Letters – Mapping Requests

- The Utility “A” Letters (record request forms) will be sent to each utility owner on City letterhead to request as-built mapping of their facilities as previously discussed in Task 2.3.

2.5.2 Existing Utility Mapping

- Maps showing the existing utilities and the proposed improvements will be prepared for City review.

2.5.3 Utility Potholing (14)

- Pothole any and all existing utilities to verify depth and location. Measure and identify in the potholing report the depth of pavement and base material at each location potholed. Provide all required traffic control and surface repair necessary for potholing work.
- The Consultant assumes fourteen (14) potholes / utility positive identifications for the project scope.

2.5.4 Utility Conflict Mapping

- Perform and provide probable conflicts and relocation mapping that will be required for water utilities, sewer utilities, reclaimed water utilities, storm drains, and any external agency relocations that are required.

2.5.5 Utility 'B' Letters – Claim/Liability Determination

- Based on the Consultant's preliminary research, all utilities within the existing right of way appear to be in by franchise agreement and utility agreements are assumed to be not necessary as compensation from the City to utility owner except for interagency purchase order transactions covering new installations of waterline (if needed), sewer laterals, reclaimed water, manhole and valve cover adjustments.
- Should the need arise to provide a claim letter to determine prior rights and relocation liability: the Consultant will provide one (1) set of Utility 'B' Letters (Claim Letters) to said owners on City letterhead depicting the conflict with the utility and/or appurtenances requesting prior rights documentation. the Consultant has excluded any additional utility coordination, negotiations and/or record research not already covered under Tasks 2.3 and 2.4 and noted in the above sections.

TASK 2 DELIVERABLES:

- Log of Record Drawings
- Site Visits and field measurements (depicted on engineering plans, if needed)
- Aerial topography and imaging
- Supplemental design survey and utility dips
- Existing centerline and right of way boundaries along construction impact areas, as needed
- Basis-of-bearing and benchmark information
- Utility 'A' Letters
- Utility Mapping
- Utility Potholing, up to fourteen (14) potholes
- Utility Conflict Mapping
- Utility 'B' Letters

3.0 ENVIRONMENTAL

3.1 Project Description

In addition to the physical improvements needed for the project the Consultant will also need to prepare the general plan amendment text and map revision(s) to reflect the change. This scope includes drafting of the changes to the General Plan needed to support the proposed project. The Consultant will prepare the change in track-change or graphic representation to clearly show the public and the decision makers the change. The remainder of project description will rely on engineering details taken from the larger project design.

3.2 Environmental Technical Studies

Air Quality and GHG Study

PlaceWorks (sub-consultant) will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate impacts of the proposed roadway widening project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB). Emissions will be quantified using the latest version of SCAQMD's California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS and modeling included as an appendix.

Construction and Operation Phases. The air quality and GHG emissions technical analysis will provide an estimate of the increase in short-term criteria air pollutant and GHG emissions generated from construction of the proposed project. Construction phase regional emissions will be based on the construction schedule, including duration for each construction subphase, anticipated equipment for each construction subphase, and estimated soil haul volumes (if applicable), as provided. Where information is unavailable, CalEEMod defaults will be utilized, as appropriate. The calculated project-related construction emissions will be compared to the SCAQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will also be compared to SCAQMD's screening-level construction LSTs. If necessary, mitigation measures will be recommended to reduce impacts. Due to the linear nature of the project and the anticipated short duration for construction, a health risk analysis is not proposed. Because the proposed project would not generate new vehicle trips and would be accommodating existing vehicle trips already generated by surrounding land uses, operational impacts will be described qualitatively.

Other Areas of Impact. The SoCAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O₃), fine inhalable particulate matter (PM_{2.5}), and coarse inhalable particulate matter (PM₁₀). To address this, the SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP). The AQMP is prepared to ensure the SoCAB can attain the long-term National and California AAQS. The air quality analysis will include a consistency evaluation of the project's regional emissions to SCAQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. In addition, the initial study will also include a qualitative assessment of potential odor generation to describe potential odor impacts.

Project Consistency with Plans Adopted to Reduce GHG Emissions. The GHG section will discuss the GHG reduction goals of Senate Bill 32 (SB 32), SB 375, and Assembly Bill 1279 (AB 1279). To achieve the GHG reduction targets of SB 32, the California Air Resources Board (CARB) updated its Scoping Plan in 2022. In addition, the Southern California Association of

Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy (2020-2045 RTP/SCS) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with these statewide and regional GHG emissions reduction strategies will be reviewed.

Biological Resources Study

The Project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) planning area. To determine whether sensitive biological resources are present on the Project site, a reconnaissance-level survey will be performed. Prior to conducting the survey, a literature search will be conducted using public databases including California Department of Fish and Game's (CDFW's) California Natural Diversity Data Base (CNDDB), California Native Plant Society's Electronic Rare Plant Inventory, range maps for special-status species, City of Corona's Urban Forest Management Plan, and other documentation pertinent to the region. The search will identify the approximate locations of known or expected sensitive biological resources and habitats located within or near the Project site.

Once the literature search and analysis has been completed, ECORP (sub-consultant) will perform a field survey of the Project site. Although the Project site appears to be mostly developed there may be a potential biological issue associated with urban areas, such as nesting birds in ornamental trees. The field visit will consist of a brief site walkover to assess trees and biological resources that are present. Biological resources that are known to or potentially occur on the Project site will be searched for during the survey. Habitats and vegetation communities will be mapped. Representative photographs will be taken to document the site's conditions at the time of the survey. A full list of plant and wildlife species will be recorded during the survey. If any sensitive biological resources are found within the Project site, its location will be recorded, and the resource will be discussed in the Biological Technical Report.

The Project site is subject to the requirements of the MSHCP; therefore, at a minimum, habitat assessments for riparian/riverine, vernal pool, and fairy shrimp (MSHCP Section 6.1.2), narrow endemic plant species (MSHCP Section 6.1.3), burrowing owl (MSHCP Section 6.3.2, and the urban/wildlands interface (MSHCP Section 6.1.4) would be required for compliance under the MSHCP. As a cost-saving measure, the biological reconnaissance survey and habitat assessments for the MSHCP resources, including burrowing owl, will be conducted concurrently. The burrowing owl habitat assessment will include a focused burrow survey which is considered Part A of the MSHCP focused protocol burrowing owl survey requirement. The survey will consist of walking the entire site to identify suitable burrowing owl habitat and any suitable burrowing owl burrows. If burrowing owl habitat is present, an additional 500-foot buffer around the Project site will also be walked, if permissible. Where access is not permissible, the area will be visually inspected using binoculars and/or spotting scopes. The biological reconnaissance survey and burrowing owl habitat assessment will be conducted according to the protocols required by the MSHCP.

A Biological Technical Report will be prepared to document the methods and results of the literature search and biological reconnaissance survey. The report will include a summary of the biological setting of the Project site, a Project description, discussion of survey methods and results, a description of potential sensitive species occurring on the Project site, a brief discussion of the regulatory setting, and potential biological constraints to the proposed development. Lists of wildlife and plant species observed during the surveys will be included as an appendix. The report will conform to the information needs under the California Environmental Quality Act (CEQA). If necessary, recommendations for further work, including focused surveys for sensitive species or an aquatic resources delineation, will be discussed in the report. This scope of work does not include costs for focused (protocol-level) surveys or coordination with the regulatory agencies. If those services are determined to be necessary, the cost estimate for those services will be submitted under a separate cover. ECORP (sub-consultant) will submit one electronic copy of the draft Biological Technical Report. After receiving one round of compiled comments, a final version of the report will be submitted electronically.

Noise Study

The evaluation of noise impacts associated with the Project will be completed by experienced staff members who are noise experts. The applicable noise criteria for the Project area will be reviewed and discussed as these standards will be the basis for the Project impact determination and whether mitigation is necessary. The analysis will be presented in a technical report and be supported by modeling documentation, which would be included as an attachment to the technical report.

Substantial construction noise would occur during implementation of the Proposed Project, potentially affecting the sensitive residential receptors in the area. Noise impacts from construction sources will be analyzed using the Federal Transit Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. The construction noise impacts will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at vicinity receptors. In addition to construction noise, an analysis of construction-related vibration impacts will be based on current California Department of Transportation criteria.

The Proposed Project would not be a permanent source of stationary source noise. While, the Project would not directly generate vehicle trips, a substantial source of noise in Corona, the proposed traffic facility improvements could change traffic patterns in Corona in a manner that increases traffic noise along Ontario Avenue above existing conditions. According to the 2013 Caltrans Technical Noise Supplement to the Traffic Noise Analysis Protocol, doubling of traffic on a roadway is required to increase noise to a perceptible level for humans. Potential noise impacts from vehicular traffic will be assessed based on the transportation analysis prepared for the Project.

Cultural

ECORP (sub-consultant) will conduct a cultural resources inventory of the proposed Project Area along West Ontario Avenue between Oak Avenue and South Vicenta Avenue, and South Lincoln Avenue from West Ontario Avenue to Othello Lane. The cultural resources inventory will be conducted under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. This study will be conducted pursuant to compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act.

The scope of work for the cultural resources inventory includes a records search of the California Historical Resources Information System (CHRIS) and literature review for the Project Area. ECORP (sub-consultant) will request a records search of the CHRIS from the Eastern Information Center (EIC). The CHRIS records search will identify the locations and extent of previous surveys conducted within 0.25 mile of the Project Area and will determine if there are any known cultural resources (i.e., pre-contact [prehistoric] or historic archaeological sites or historic-period features) located within or near the Project Area. In addition, the records search will identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) located within or near the Project Area. Note: the EIC response time is a minimum of 90 days.

ECORP (sub-consultant) will also request a search of the Sacred Lands File from the NAHC. The Sacred Lands File search will identify any known sensitive or sacred Native American resources located within or near the Project Area. It should be noted that the Sacred Lands File search will not constitute consultation in compliance with Senate Bill (SB) 18, Assembly Bill (AB) 52, or Section 106 of the National Historic Preservation Act (NHPA). SB 18, AB 52, and Section 106 consultation are separate processes from cultural resources technical studies and are not included in this scope of work.

ECORP (sub-consultant) will complete an intensive field survey of the Project Area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. An ECORP archaeologist will closely examine the Project Area for surface evidence of cultural materials, including pre-contact and historic-period (i.e., over 50 years of age) cultural deposits and features. If any resources are identified in the Project Area, they will be recorded and mapped in detail in accordance with the standards of the California Office of Historic Preservation (OHP).

Based on preliminary research, ECORP (sub-consultant) noted that all the primary roadways within the Project Area (West Ontario Avenue, Lincoln Avenue, Oak Avenue, and Buena Vista Avenue) are more than 50 years old as are the nine structures in the southeast corner of West Ontario Avenue and Lincoln Avenue. The City requested that only one structure directly at that intersection be evaluated for the NRHP and CRHR. Pursuant to compliance with CEQA and Section 106, a qualified ECORP (sub-consultant) architectural historian will record and evaluate this residential structure and all the roadways. The evaluation will include an

architectural review of the residential structure. We assume there are no other resources within the Project Area.

ECORP (sub-consultant) will prepare a cultural resources inventory and evaluation report that documents the methods and results of the CHRIS records search, Sacred Lands File search, field survey, and evaluation of the one residential structure and the roadways. The report will also present recommendations for further work, if needed.

3.3 Administrative Draft CEQA Addendum

PlaceWorks (sub-consultant) will prepare an Initial Study (IS) and addendum using the City's template that will include a discussion of the proposed project and detailed analysis of the following environmental areas:

Aesthetics	Land Use and Planning*
Agriculture and Forestry Resources	Mineral Resources*
Air Quality	Noise
Biological Resources	Population and Housing*
Cultural Resources	Public Services*
Energy	Recreation*
Geology and Soils	Transportation and Traffic
Greenhouse Gas Emissions	Tribal Cultural Resources
Hazards and Hazardous Materials	Utilities and Service Systems *
Hydrology/Water Quality	Wildfire*

The issues identified with an asterisk (*) will be scoped out of the initial study in the introductory text as unnecessary because of the type of project. The initial study will include detailed explanations of the remaining checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Sections 15063, 15070, and 15072 of the CEQA Guidelines.

A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS will identify and evaluate: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. Findings will be clearly substantiated for each checklist question to explain the basis for the environmental determination.

Except for the project-specific technical analyses, the analysis in the initial study will be based on available literature, including but not limited to the City's General Plan EIR and Municipal Code; previously completed environmental documents; consultation with local public service and utility providers.

3.4 Final CEQA Addendum

Following City comment on the administrative initial study and addendum, PlaceWorks (sub-consultant) will prepare a final version for attachment to the staff report for the Commission and Council for the general plan amendment. PlaceWorks (sub-consultant) can also help with the wording for the staff report for environmental compliance. In this context the Addendum is essentially a summary of the technical studies and initial study and is used to support the recommendation in the staff report for environmental compliance. This scope assumes that all documents are electronic and there are no printing costs. PlaceWorks(sub-consultant) will provide both Word files and PDF suitable for posting on the City's website.

Notice of Determination

PlaceWorks (sub-consultant) will prepare a Notice of Determination (NOD) for the project, based on the findings of the Initial Study/Mitigated Negative Declaration. PlaceWorks (sub-consultant) assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the MND and pay all filing fees.

3.5 Traffic Studies

3.5.1 Traffic Counts

Fehr & Peers (sub-consultant) will utilize RIVCOM to develop peak hour forecasts at the following intersections:

1. Oak Avenue & Ontario Avenue
2. Lincoln Avenue & Ontario Avenue
3. Ontario Avenue & Buena Vista Avenue
4. Ontario Avenue & South Vicentia Avenue
5. Lincoln Avenue & Othello Lane
6. Ontario Avenue & Glen Haven Drive

The Consultant will collect traffic volume data during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday. Intersection peak period data will be collected during typical commute periods (7:00-9:00 AM, 4:00-6:00 PM). Bicycle and pedestrian peak hour counts will be collected at up to two key intersections.

3.5.2 Intersection Traffic Volume Forecasting

Forecasts will be prepared by applying the Difference Method, which adds traffic growth from RIVCOM base to future year models to existing counts, consistent with National Cooperative Highway Research Program (NCHRP) Report 765.

3.5.3 Intersection Lane Geometrics

Fehr & Peers (sub-consultant) will utilize the future forecasts developed to recommend lane configurations at each study intersection. We will utilize Synchro Software to perform average delay estimates and verify that proposed Level of Service (LOS) at future conditions will meet minimum City standards, consistent with the City's General Plan LOS policy.

3.5.4 VMT Forecasting

Fehr & Peers (sub-consultant) will utilize forecasting from the City's General Plan EIR modeling and new forecasts from Riverside County's travel demand forecasting model (RIVCOM) to estimate VMT with and without the project and determine if the project results in an increase in VMT in the study area. This analysis assumes the following scenarios, consistent with the City's TIA Guidelines:

- Baseline Conditions No Project
- Baseline Conditions With Project
- Future Conditions No Project
- Future Conditions With Project

Fehr & Peers (sub-consultant) will apply VMT reductions associated with project features (such as bike lanes and sidewalk) to the "with project" VMT forecasts.

3.5.5 Mitigation

Fehr & Peers (sub-consultant) will work with the City on the available toolbox of feasible mitigation measures, such as road diets, bike lanes or Transportation Demand Management (TDM) measures. We will recommend the most cost-effective strategies for the project and quantify the VMT reduction potential consistent with the procedures in the California Air Pollution Control Officers Association's (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (GHG Handbook). Mitigation will be recommended to bring the project's impact to a less-than-significant level.

TASK 3 DELIVERABLES:

- Project Description
- Environmental Technical Studies (noted in the previous section)
- Administrative and Final CEQA Addendum
- Intersection Traffic Counts
- Intersection Lane Geometrics
- VMT Forecasting Memorandum
- VMT Mitigation Recommendations (if needed)

4.0 PRELIMINARY DESIGN AND MEMORANDUM / ENGINEERING STUDIES

4.1.1 30% Plans

Develop a preliminary design of the project site to review with City staff, to be submitted as a 11-inch x 17-inch plan set (half-size), on paper and electronic (full-size and half-size). The Preliminary design will include, but is not limited to the following:

- Existing utilities
- Existing pavement, curb, gutter, sidewalks, driveways, access ramps, structures, landscaping, and site conditions in both the public right of way and the public properties that will be directly affected by the improvements
- Permitting requirements
- Traffic impacts
- Requirements and assessments for temporary easements and permanent structure removals, if necessary
- Proposed civil, drainage, electrical, structural, and utility improvements (if known) and typical cross sections
- Renderings of the proposed improvements within the public right of way and renderings of the proposed improvements within the private properties directly affected by the improvements (8 parcels located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street and 1 existing parcel located on the east side of Lincoln Avenue between Othello Lane and Ontario Avenue).

City will return 30% plans with comments pertaining to required improvements for the project.

4.1.2 Preliminary Design Memorandum

Prepare a memorandum either recapitulating or recommending modifications to the design criteria above based on Design Engineer's best judgment. The preliminary design memorandum needs to be concise.

As appendices to the preliminary design memorandum, prepare the following:

1. Recommended specifications for the following topics:
Summary of Work and Sequence of Construction.
2. Specification Outline: Consultant is to prepare specifications based on the Greenbook Standard Plans and Specifications and the City of Corona Standard Plans. Technical Specification templates will be furnished to Design Engineer for editing based on specification outline and cost opinion provided.
3. Include Engineer's opinion of probable construction cost

4.2 Geotechnical Analysis

4.2.1 Pre-field and Field Activities

1. Mark the core and hand auger boring locations and notify Underground Surface Alert of Southern California to mark any subsurface utility locations near our proposed excavation locations.
2. Photograph and document pavement conditions along the roadways.
3. Prepare no fee city of Corona encroachment permit for the work.
4. Provide traffic control during coring work. Geocon (sub-consultant) has budgeted one (1) day of traffic control signage to perform the coring within the multi-lane roadways.
5. Hire a drilling subcontractor to excavate, sample, and log ten (10) pavement cores within the existing pavements, at approximate intervals of 500 linear feet with adjustments made for different pavement surfaces, distress and lane conditions. Excavations will be logged in accordance with USCS criteria and samples will be collected for laboratory testing. Excavations will be backfilled with native soils and capped with asphalt cold patch. Geocon (sub-consultant) has budgeted one (1) day for our work.
6. Excavate one (1) or two (2) hand auger borings in the location of the proposed retaining walls to collect soil samples for laboratory testing and document soil conditions. The boring(s) are expected to be 3 to 4 feet deep and will be backfilled with clean sand with the surface restored to pre-boring conditions upon completion. Geocon (sub-consultant) has budgeted one half day for this work.

4.2.2 Materials Testing / Soils Testing

Perform laboratory testing which is anticipated to include maximum density/optimum moisture, in situ moisture and density of subgrade, R-value, maximum density/optimum moisture, and direct shear. The final laboratory test program will depend on the soil conditions encountered during the investigations.

4.2.3 Prepare Draft Geotechnical Memo

Prepare a geotechnical pavement investigation memorandum which will include a discussion of the pavement, aggregate base, and subgrade conditions encountered, soil conditions where retaining walls are proposed, laboratory test results, core and boring location map and logs,

and provide pavement section recommendations for new roadway areas, recommendations for rehabilitation (if appropriate) and repaving options, and geotechnical parameters for retaining wall design.

4.3 Preliminary Drainage Report

The Consultant will prepare the proper Hydrology and Hydraulic Report for the City of Corona. The reports will include both offsite and onsite hydrologic calculations to recommend any drainage improvements needed as a result of the proposed roadway. Calculations and concise recommendations will conform to the Riverside County Hydrology and Sedimentation Manual, and City's Storm Drain Design Manual, if applicable. The onsite hydraulic computations will be based on City and County Standards.

4.4 Preliminary Water Quality Report

Based on preliminary research, The Consultant has determined that the project's construction activities are calculated at or just below the less than one acre disturbance of land surface threshold that require a General Permit. The Consultant will prepare initial land surface disturbance calculations for water quality and permitting requirements for the project to determine the approach relative to a Water Quality Management Plan and BMPs associated with the project. Should the project require offsite Water Quality mitigation as a requirement from the Regional Water Quality Control Board, The Consultant will develop additional scope under an additional scope of work request.

4.5 Traffic Technical Memorandum

Fehr & Peers (sub-consultant) will summarize traffic findings into a technical memorandum for inclusion in the Preliminary Design and Memorandum.

TASK 4 DELIVERABLES:

- Design Standard Memo
- Geotechnical Recommendations
- Preliminary Drainage Report
- Preliminary Water Quality Report
- Traffic Technical Memorandum
- 30%/Preliminary Plans and Estimate Submittal
 - Engineer's Opinion of Probable Construction Cost for each phase
 - One (1) electronic Plan set in PDF format (linework only)
 - One (1) hard copy Construction Plan set on 11" x 17" sheets
 - Renderings of the proposed improvements within the public right of way and within the private properties affected by these improvements located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street.

5.0 FINAL ENGINEERING AND PREPARATION OF CONSTRUCTION CONTRACT DOCUMENTS

5.1 60% PS&E

Final Engineering Documents prepared by the Consultant shall include all engineering services required by the City to carry out the concepts agreed upon by the City in the Preliminary Design Memoranda letters.

All plans shall be drawn to scale. Plans shall be plotted 1" = 40' with 1" = 4' vertical. Plan views shall include north arrows. Plan sheets shall include:

A. Contract Document Drawings/General Sheets Including:

- Title Sheet
- Vicinity and location map, drawing index, legend, telephone numbers, symbols, and abbreviations
- All improvements shall conform to City Standards. The Engineer may reference standard details where applicable but shall also incorporate those details into the plans. Plans shall include all the pertinent information necessary for the construction of the improvements such as property lines, City right-of-way, home address etc...

B. Civil Improvement Sheets including:

- Typical Cross Section Plans and Detail Plans
- Roadway Layout and Profile Plans
- Improvements on the roadway, curb and gutters, sidewalks, driveway approaches, median islands, streetlights, catch basins, and ADA curb ramps as required
- Improvements to private property driveways, slopes, and/or walls

C. Drainage Sheets including:

- Cross Section Plans and Detail Plans, if necessary
- Improvements for drainage pipes and catch basins

D. Utility Plan Sheets including:

- Waterline Layout and Profile Plans

- Improvements for reclaimed water pipelines and appurtenances, sewer laterals
- Probable relocations that will be required for water utilities, sewer utilities, reclaimed water utilities, storm drains, and any external agency relocations that are required. This scope of work item, staff hours, and initial deliverable is covered under Task 2.5.4.

E. Traffic Sheets, Control & Project Phasing Plans Including:

- Traffic Signal Design Plans including Electrical Service Point and utility locations
- Traffic Signal Modification Plans
- Signing and Striping Plans
- Traffic Control Plans
- Project Phasing Plans

F. Landscaping Improvement Sheets Including:

- Parkway Landscaping
- Median Islands Landscaping
- Private Property Landscaping

G. Irrigation Improvement Sheets Including:

- Parkway Irrigation
- Median Island Irrigation
- Private Property Irrigation

H. Demolition Plans (As Applicable)

I. Sewer Lateral Extension Plans

- The Consultant will coordinate with the City of Corona to design sewer lateral extensions from the existing 10" VCP sewer line to nine (9) residential properties.

Plans and sheet count to be prepared include:

Sheet Name	Number of Sheets	Drawing Scale
Title	1	No Scale
Typical Sections	1	No Scale
Index/Construction Notes	1	No Scale
Plan and Profile	3	40
Layout (Overlay)	2	40
Water Line Layout & Profile	3	40

Water Details	1	10
Sewer Lateral Plan & Profile	4	40
Drainage	2	40
Signing and Striping	1	40
Street Lighting	2	40
Traffic Control	1	40
Traffic Signal	3	20
Temporary Traffic Signal	1	20
Traffic Signal Interconnect	1	No Scale
Construction Details	6	10
Landscape Planting Plans and Landscape Construction Details	6	20
Landscape Irrigation Plans and Details	4	20
Total Sheets	43	

TASK 5.1 DELIVERABLES:

- Engineer's Opinion of Probable Construction Cost for each phase
- One (1) electronic Construction Plan set in PDF format
- One (1) hard copy Construction Plan set in 24" x 36" sheets
- Renderings of the proposed improvements within the public right of way and within the private properties affected by these improvements located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street.

5.2 90% PS&E

The Consultant and design subconsultants will address up to one (1) round of comments for the 60% Final Engineering including the plans and probable construction cost estimate. The technical specifications to be included with the contract documents will be prepared at the 90% PS&E and edited in MS Word.

TASK 5.2 DELIVERABLES:

- Engineer's Opinion of Probable Construction Cost for each phase
- One (1) electronic Construction Plan set in PDF format
- One (1) hard copy Construction Plan set in 24" x 36" sheets
- One (1) electronic set of specifications in MS Word
- Traffic Control Plans and Project Phasing Plans
- Response to 60% Comments from the City
- Rendering of the proposed improvements within the public right of way and within the private properties affected by these improvements located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street.

5.3 100% PS&E

The Consultant and design subconsultants will address up to one (1) round of comments for the 90% Final Engineering including the plans, probable construction cost estimate and an electronic set of technical specifications.

TASK 5.3 DELIVERABLES:

- Engineer's Opinion of Probable Construction Cost
- One (1) electronic plan set in PDF format
- One (1) hard copy Construction Plan set in 24" x 36" sheets
- One (1) electronic set of specifications in MS Word
- Traffic Control Plans and Project Phasing Plans
- Renderings of the proposed improvements within the public right of way and within the private properties affected by these improvements located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street.

Plans submitted as 100% should be close to bid-ready documents.

5.4 Final PS&E

Final Engineering shall include detailed engineering calculations, designs, construction plans, specifications and technical special provisions and engineer's construction cost estimates for the project that will enable the City to advertise and award the construction contract for the project.

TASK 5.4 DELIVERABLES:

- Engineer's Opinion of Probable Construction Cost
- One (1) signed and sealed electronic plan set in PDF format
- One (1) signed and sealed electronic set of specifications in MS Word
- One (1) copy of appendices and bid form
- Traffic Control Plans and Project Phasing Plans
- Electronic files of all submitted documents.
- Three (3) hard copy Construction Plan sets in 24" x 36" sheets
- Renderings of the proposed improvements within the public right of way from Via Pacifica to S. Vicentia Avenue and within private properties affected by these improvements located on the south side of Ontario Avenue between Lincoln Avenue and Conejo Street.

The Consultant will provide a digital copy of the final signed/sealed project plans in AutoCAD 2018 .dwg or later format and PDF to the City; providing by email or Sharepoint Drive is acceptable.

5.5 Final Drainage Report

The Consultant will address up to one (1) round of comments for the Preliminary Drainage Report.

5.6 Final Water Quality Report

The Consultant will address up to one (1) round of comments for the Preliminary Water Quality Report.

5.7 Right of Way Engineering

5.1.1 Identify ROW Requirements

The Consultant will provide initial right of way requirement exhibits for the City to review and discuss proposed construction and grading limits with property owners. The exhibit, most likely delivered with the 30% design plans, will include existing aerial imaging, existing right of way and project design limits and features including utilities and other constraints.

5.1.2 Finalize ROW Requirements

The Consultant will update the initial right of way requirement exhibits for the City to review and discuss proposed construction and grading limits with property owners based on the final design plans.

5.8 Structures Wall Review

The Consultant will provide a review of potential retaining walls by an engineer that specializes in wall design to verify plans and specification documents, constructability, and economic feasibility.

TASK 5.5 THROUGH 5.8 DELIVERABLES:

- Final Drainage Report
- Final Water Quality Report
- Right of Way Requirements Map (Draft and Final)
- Structural Wall Review

6.0 BIDDING SERVICES

6.1 Bidding Phase Support

The Consultant shall budget 20 hours to assist City in providing clarification and preparing information to be used in addenda as needed for questions that may arise during the bidding process. City will prepare and make available to plan holders any required addenda.

6.2 Conformed Plans and Specifications

In addition to the 20-hour budget above, prepare conformed plans and specifications for use in constructing project. Conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to final design plans.

TASK 6 DELIVERABLES:

- Bidder Inquiry Request (City Support)
- Conformed Plans and Specification (City Support)

7.0 ENGINEERING CONSTRUCTION SERVICES

7.1 Engineering Support

Assist the City with the following:

- Provide professional engineering services to address and respond to up to ten Requests for Information (RFIs) from the contractor,
- Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered,
- Review and provide recommendations regarding proposed change orders, as needed, and
- Attend pre-construction meeting and one additional site visit during construction.

7.2 Review of Equipment and Shop Drawing Submittals

City staff will review the majority of submittals. Engineer of record will be asked to assist in review of shop drawing submittals for completeness and conformance with the Contract Documents, if required.

7.3 Minor Plan Revisions

The Consultant will support the City with minor plan revision as needed.

7.4 Preparation of Record Documents (Record Drawings)

The construction contract will require each Contractor to provide to the City for review and approval one (1) set of as-built plans showing the design changes made during the course of construction.

Not included in the 120 hours noted above for items A, B, and C, the Consultant will prepare record drawings from Contractor and construction inspector as-built drawing, markups, and field notes and stamp and sign the Record Drawing set.

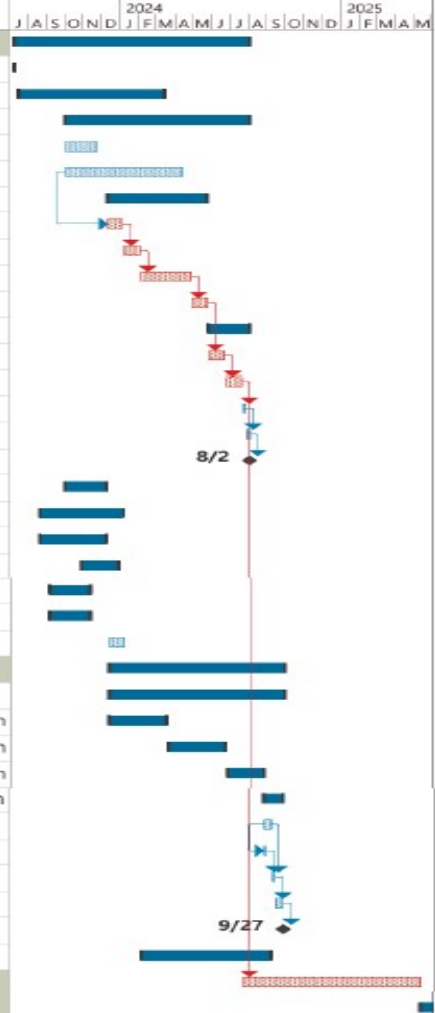
TASK 7 DELIVERABLES:

- Attend one (1) pre-construction meeting and one (1) site visit
- Change Order recommendations
- Shop drawing review (City Support)
- Minor Plan Revision (City Support)
- One (1) set of 24-inch x 36-inch paper copy "Record Drawings"
- Downloadable files with the record drawing files saved in AutoCAD 2018 .dwg or later and PDF formats. Providing these files by email or Sharepoint Drive is acceptable.

EXHIBIT "B"
SCHEDULE OF SERVICES

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

CITY OF CORONA		ONTARIO AVENUE WIDENING AT LINCOLN AVENUE PROJECT				Thu 3/30/23																						
ID	Task Name	Start	Finish	Duration	Performed by:	2024																						
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
1	PHASE I: PROJECT ENVIRONMENTAL/PRELIM ENGINEERING	Mon 7/10/23	Fri 8/2/24	56 wks	Mittica																							
2	Task 1 - Project Administration	Mon 7/10/23	Mon 7/10/23	0.2 wks																								
5	Task 2 - Research Existing Conditions	Mon 7/17/23	Fri 3/15/24	35 wks	Mittica																							
19	Task 3 - Environmental	Mon 10/2/23	Fri 8/2/24	44 wks	Teague																							
20	3.1 Project Description	Mon 10/2/23	Fri 11/24/23	8 wks																								
21	3.2 Environmental Technical Studies	Mon 10/2/23	Fri 4/12/24	28 wks																								
22	3.3 Administrative Draft CEQA Addendum	Mon 12/11/23	Fri 5/24/24	24 wks																								
23	Prepare Administrative Draft CEQA Addendum	Mon 12/11/23	Fri 1/5/24	4 wks																								
24	City Reviews Administrative Draft CEQA Addendum	Mon 1/8/24	Fri 2/2/24	4 wks																								
25	Prepare Draft CEQA Addendum	Mon 2/5/24	Fri 4/26/24	12 wks																								
26	City Reviews Draft CEQA Addendum	Mon 4/29/24	Fri 5/24/24	4 wks																								
27	3.4 Final CEQA Addendum	Mon 5/27/24	Fri 8/2/24	10 wks																								
28	Prepare Final CEQA Addendum	Mon 5/27/24	Fri 6/21/24	4 wks																								
29	City Reviews CEQA Addendum	Mon 6/24/24	Fri 7/19/24	4 wks																								
30	Update Final CEQA Addendum	Mon 7/22/24	Fri 7/26/24	1 wk																								
31	City Approval CEQA Addendum	Mon 7/29/24	Fri 8/2/24	1 wk																								
32	City Approval	Fri 8/2/24	Fri 8/2/24	0 days																								
33	3.5 Traffic Studies	Mon 10/2/23	Fri 12/8/23	10 wks	Herrmann																							
38	Task 4 - Prelim Design/Memorandum/Engineering Studies	Mon 8/21/23	Fri 1/5/24	20 wks																								
39	4.1 Preliminary Design and Memorandum	Mon 8/21/23	Fri 12/8/23	16 wks	Keith/Barling																							
46	4.2 Geotechnical Analysis	Mon 10/30/23	Fri 12/29/23	9 wks	Battiato																							
51	4.3 Drainage Report	Mon 9/4/23	Fri 11/10/23	10 wks	Keith																							
55	4.4 Water Quality Report	Mon 9/4/23	Fri 11/10/23	10 wks	Keith																							
59	4.5 Traffic Technical Memorandum	Mon 12/11/23	Fri 1/5/24	4 wks	Herrmann																							
60	PHASE II: FINAL ENGINEERING	Mon 12/11/23	Fri 9/27/24	42 wks	Mittica																							
61	Task 5 - Final Engineering	Mon 12/11/23	Fri 9/27/24	42 wks																								
62	Task 5.1 60% PS&E	Mon 12/11/23	Fri 3/15/24	14 wks	Keith/Herrmann/Anderson																							
67	Task 5.2 90% PS&E	Mon 3/18/24	Fri 6/21/24	14 wks	Keith/Herrmann/Anderson																							
72	Task 5.3 100% PS&E	Mon 6/24/24	Fri 8/23/24	9 wks	Keith/Herrmann/Anderson																							
77	Task 5.4 Final PS&E	Mon 8/26/24	Fri 9/27/24	5 wks	Keith/Herrmann/Anderson																							
78	Final Plans	Mon 8/26/24	Fri 9/6/24	2 wks																								
79	Final Technical Specifications and Bid List/Estimate	Mon 8/26/24	Fri 8/30/24	1 wk																								
80	Final PS&E Internal QC	Mon 9/9/24	Fri 9/13/24	1 wk																								
81	City Review	Mon 9/16/24	Fri 9/27/24	2 wks																								
82	Final PS&E Approval	Fri 9/27/24	Fri 9/27/24	0 days																								
83	Task 5.7 Right of Way Engineering	Mon 2/5/24	Fri 9/6/24	31 wks	Mittica																							
87	PHASE III - RIGHT OF WAY/TCEs (CITY)	Mon 7/22/24	Fri 5/9/25	42 wks	Borbe (Optional)																							
88	PHASE IV - CONSTRUCTION SUPPORT	Mon 5/12/25	Fri 7/23/27	115 wks	Keith																							



Task		Inactive Milestone		Start-only		Critical Split	
Split		Inactive Summary		Finish-only		Progress	
Milestone		Manual Task		External Tasks		Manual Progress	
Summary		Duration-only		External Milestone			
Project Summary		Manual Summary Rollup		Deadline			
Inactive Task		Manual Summary		Critical			

	Subconsultants				TOTAL HOURS
	Total Hours	FEHR & PEERS	GEOCON	PLACEWORKS	
MARK THOMAS					
1.0 PROJECT ADMINISTRATION					
Project Schedule, Status Reports, Invoices & Administration	128				128
Engineering Phase Meetings	46				46
Public Outreach Support & Meetings	100				100
Subtotal Phase 1	274	0	0	0	274
2.0 RESEARCH EXISTING CONDITIONS					
2.1 Site Reconnaissance	24				24
2.2 Record Drawing Review	36				36
2.3 Research	44				44
2.4 Surveying	256				256
2.5.1 Utility 'A' Letters - Mapping Requests	64				64
2.5.2 Existing Utility Mapping	92				92
2.5.3 Utility Potholing (16)	24				24
2.5.4 Utility Conflict Mapping	64				64
2.5.5 Utility 'B' Letters - Claim/Liability	54				54
Subtotal Phase 2	658	0	0	0	658
3.0 ENVIRONMENTAL					
3.1 Project Description	0		44		44
3.2 Environmental Technical Studies	28		63		91
3.3 Administrative Draft CEQA Addendum	0		78		78
3.4 Final CEQA Addendum	0		25		25
3.5.1 Traffic Counts	0	12			12
3.5.2 Intersection Traffic Volume Forecasting	0	28			28
3.5.3 Intersection Lane Geometrics	16	32			48
3.5.4 VMT Forecasting	0	68			68
Subtotal Phase 3	44	140	0	210	394
PRELIMINARY DESIGN & MEMORANDUM / ENGINEERING STUDIES					
4.0 PRELIMINARY DESIGN & MEMORANDUM / ENGINEERING STUDIES					
4.1.1 30% Plans	274				274
4.1.2 Preliminary Design Memorandum	110				110
4.5 Traffic Technical Memorandum	0	25			25
Subtotal Phase 4	384	25	0	0	409
FINAL ENGINEERING/CONSTRUCTION CONTRACT DOCUMENTS					
5.0 FINAL ENGINEERING/CONSTRUCTION CONTRACT DOCUMENTS					
5.1 60% PS&E	829	270			1099
5.2 90% PS&E	625	140			765
5.3 100% PS&E	345	76			421
5.4 Final PS&E	161	60			221
Subtotal Phase 5	1960	546	0	0	2506
6.0 BIDDING SERVICES					
6.1 Bidding Phase Support	20				20
6.2 Conformed Plans & Specifications	16				16
Subtotal Phase 6	36	0	0	0	36
7.0 ENGINEERING CONSTRUCTION SERVICES					
7.1 Engineering Support	28				28
7.2 Review of Equipment and Shop Drawing	20				20
7.3 Minor Plan Revisions	56				56
7.4 Record Drawings	112				112
Subtotal Phase 7	216	0	0	0	216
TOTAL HOURS	3572	711	0	210	4493

EXHIBIT "C"
COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

CITY OF CORONA
ONTARIO AVENUE WIDENING AT LINCOLN AVENUE (RFP) NO. 23-033CA

Engineering & Planning		Surveying	
Intern	\$65	Survey Intern	\$80
Technician	\$95	Survey Technician	\$97
Design Engineer I	\$113	Sr. Survey Technician	\$130
Design Engineer II	\$139	Surveyor	\$129
Sr. Technician	\$142	Sr. Surveyor	\$151
Project Engineer	\$162	Lead Survey Technician	\$158
Sr. Project Engineer	\$182	Project Surveyor	\$177
Sr. Technical Engineer	\$182	Sr. Project Surveyor	\$192
Project Manager	\$210	Survey Manager	\$217
Technical Lead	\$210	Sr. Survey Manager	\$245
Sr. Project Manager	\$260	Survey Division Manager	\$323
Sr. Technical Lead	\$260	* Single Chief	\$174
Engineering Manager	\$314	* Single Instrumentman	\$159
Design Manager	\$314	* Single Chainman	\$152
Sr. Engineering Manager	\$372	* Apprentice	\$107
Principal	\$417	* 1 Person Field Crew	\$174
		* 2 Person Field Crew	\$328
		* 3 Person Field Crew	\$435
Construction Management		District Management	
Office Technician	\$80	* Inspector - Apprentice	\$80
Office Engineer	\$152	* Inspector	\$113
* Asst. Resident Engineer	\$213	* Sr. Inspector	\$136
* Inspector - CM	\$210	Assistant Sanitary Engineer	\$155
RE/Structural Representative	\$213	Associate Sanitary Engineer	\$175
Project Manager - CM	\$231	Sanitary Project Engineer	\$204
Sr. Project Manager - CM	\$251	Sr. Sanitary Project Engineer	\$231
Area Manager - CM	\$370	Operations Manager	\$262
Division Manager - CM	\$308	Deputy District Manager	\$301
		District Manager-Engineer	\$330
Planning		Project Support/Coordination	
Planner I	\$92	Project Assistant	\$87
Planner II	\$116	Technical Writer	\$87
Sr. Planner	\$139	Sr. Project Assistant	\$112
		Project Coordinator	\$113
Landscape Architecture/Urban Design		Graphic Designer	\$124
Landscape Intern	\$65	Sr. Technical Writer	\$132
Landscape Designer I	\$92	Project Accountant	\$127
Landscape Designer II	\$114	Sr. Project Coordinator	\$142
Landscape Architect	\$145	Sr. Graphic Designer	\$145
Sr. Landscape Architect	\$160	Sr. Project Accountant	\$143
LAUD Project Manager	\$207	Sr. Graphic Manager	\$169
Sr. LAUD Project Manager	\$239	Project Accountant Manager	\$181
LAUD Division Manager	\$253		
Grant Writing		Special Services	
Funding Specialist	\$155	Expert Witness	\$484
Sr. Funding Specialist	\$181	Strategic Consulting	\$484
Funding Manager	\$281		

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate*.

* These charge rates are subject to Prevailing Wage laws and Union contract.