## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND

### INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY

### 1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this 6th day of December, 2023 by and between the City of Corona ("City") and Bowman Infrastructure Engineers Ltd dba Infrastructure Engineers, a Bowman Company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

### 2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated July 11, 2023 ("Agreement"), whereby Consultant agreed to provide Temporary Staffing Services.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the first time to increase the compensation, extend the term of the agreement and replace Exhibit "C" Compensation with Exhibit "C-1" Compensation.

### 3. TERMS.

3.1 <u>Term</u>. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from July 1, 2023 to June 30, 2025 ("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 <u>Rates & Total Compensation</u>. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this



Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000) ("Total Compensation"), per fiscal year 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 Exhibit "C" Compensation is hereby deleted in its entirety and replaced with Exhibit "C-1" Compensation attached hereto and incorporated herein by reference.
- 3.4 <u>Continuing Effect of Agreement</u>. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
- 3.5 <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.
- 3.6 <u>Counterparts</u>. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

# CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

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CITY	OF CO	RONA
By:		
	Jacob l City M	
Revie	wed By:	Justin Tucker Assistant City Manager
Revie	wed By:	Joanne Coletta Planning and Development Director
Revie	wed By:	Tocusigned by:  Uasmin Lopey Yasmin Lopez Purchasing Manager
Attest	:	
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# CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

### BOWMAN INFRASTRUCTURE ENGINEERS LTD DBA INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY

a California corporation

By: Docusigned by:

Sid Mousawi

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Sid Jalal Mousavi Senior Principal

By: Fargal Dorrani

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Farzad Dorrani Principle of Operations

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### **EXHIBIT "C-1" COMPENSATION**

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

### Rate Schedule for the period 07/01/2023 – 06/30/2025:

Position	Hourly Rate*
Director	\$195.00
Development Service Manager	\$189.00
Project Manager	\$173.00
Planning Manager	\$167.00
Principle Manager	\$163.00
Senior Planner	\$153.00
Associate Planner	\$139.00
Assistant Planner	\$129.00
Planning Technician	\$98.00
CEQA/NEPA Specialist	\$175.00
Environmental Specialist	\$170.00
Senior Environmental Planner	\$165.00
Environmental Planner II	\$155.00
Environmental Planner I	\$144.00
Environmental Technician	\$100.00

<sup>\*</sup>Hourly billing rates are all-inclusive. No additional charges such mileage reimbursement or communication expenses will be billed to the client.