

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH RDC-111, INC. DBA STUDIO 111  
(ENVIRONMENTAL AND DESIGN ENGINEERING SERVICES  
FOR 6<sup>TH</sup> STREET BEAUTIFICATION AND REVITALIZATION  
PROJECT NO. ST-2022-02) – (6<sup>TH</sup> STREET BEAUTIFICATION  
AND REVITALIZATION PROJECT, RFP 24-024AT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“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 RDC-111, Inc., DBA Studio 111, a California corporation with its principal place of business at 245 East 3<sup>rd</sup> Street, Long Beach, CA 90802 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing environmental and design engineering 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 6<sup>th</sup> Street Beautification and Revitalization 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 environmental and design engineering 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 February 21, 2024 to June 30, 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: Kirk Keller.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director 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 Kirk Keller, Principal Landscape Architecture, 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.

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

### 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 minimum.

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 services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services 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 Ninety Eight Thousand One Hundred Sixty Dollars (\$798,160) (“Total Compensation”), without written approval of City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

RDC-S111, Inc. DBA Studio 111  
245 East 3<sup>rd</sup> Street  
Long Beach, CA 90802  
Atten: Kirk Keller, Principal Landscape Architecture

**City:**

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

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.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH RDC-111, INC. DBA STUDIO 111**  
**(ENVIRONMENTAL AND DESIGN ENGINEERING SERVICES**  
**FOR 6<sup>TH</sup> STREET BEAUTIFICATION AND REVITALIZATION**  
**PROJECT NO. ST-2022-02) – (6<sup>TH</sup> STREET BEAUTIFICATION**  
**AND REVITALIZATION PROJECT, RFP 24-024AT)**

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  
Public Works Director

By: Kenny T. Nguyen  
Kenny Nguyen  
CIP Manager

By: DocuSigned by:  
Yasmin Lopez  
F8FFBE3136B4492  
Yasmin Lopez  
Purchasing Manager

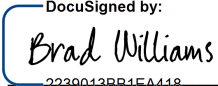
Attest:  
Sylvia Edwards, City Clerk  
Sylvia Edwards, City Clerk  
City of Corona




**CONSULTANT’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH RDC-111, INC. DBA STUDIO 111**  
**(ENVIRONMENTAL AND DESIGN ENGINEERING SERVICES**  
**FOR 6<sup>TH</sup> STREET BEAUTIFICATION AND REVITALIZATION**  
**PROJECT NO. ST-2022-02) – (6<sup>TH</sup> STREET BEAUTIFICATION**  
**AND REVITALIZATION PROJECT, RFP 24-024AT)**

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

**RDC-S111 Inc., DBA Studio 111**  
a California corporation

By:   
2239013BB1EA418...  
Brad Williams  
CEO

By:   
BE2B7E444E8D4D5...  
Ian Denny  
CFO

## **EXHIBIT “A” SCOPE OF SERVICES**

The Consultant shall provide the following services, as necessary but not limited to:

- Project Coordination, Record Research,
- Topographic Survey,
- Water Quality Requirements,
- Environmental Clearance Documents and Reports (California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)); Permit Compliance,
- Hydrology/Hydraulic Analyses and Modeling,
- Geotechnical studies/reports/boring/roadway pavement design (structural),
- Street - complete street (generate three conceptual design options based on sample cross sections of Appendix B), parking demand in compliance with AB 2097, intersection bulb-outs and traffic circles,
- Traffic - signals, signage and striping,
- Electrical - street lighting, electrical vehicle charging
- Storm Drain -Water Quality Management Plan (WQMP), flow line modification at bulb outs
- Landscaping and Irrigation
- Final Plans, Specifications, and Estimates (PS&E)
- Bid and Construction Support

Within the City, 6<sup>th</sup> Street is classified as an east-west Mixed-Use Boulevard per the City’s General Plan Circulation Element. The City is proposing to narrow 6<sup>th</sup> Street from Main Street to Ramona Avenue (Phase 1, refer to Appendix C) from two lanes to one lane in each direction to improve safety for pedestrians and bicyclists along 6<sup>th</sup> Street. This Project is funded by American Rescue Plan Act (ARPA) federal funds and has a funding deadline of awarding the construction contract by no later than June 2025.

### **A. PROJECT SCHEDULE**

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time (allow agency review time of 2 weeks for 30% submittal, allow agency review time of 2 weeks for 60% submittal, 2 weeks for 90% submittal, and 2 weeks for 100% submittal), internal quality assurance (QA)/Quality Control (QC) and calendar days anticipated to complete each of the identified tasks and sub-tasks.

### **B. CONFLICT OF INTEREST REQUIREMENTS**

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or

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Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

### **C. CONSULTANT SERVICES**

#### **1. PROJECT COORDINATION**

The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all field studies and any other required permits from other agencies. The Consulting Project Manager will maintain ongoing liaison with the City Project Manager, agencies, and utility companies to promote effective coordination during the course of project development.

#### **2. RECORDS RESEARCH**

Research all information pertinent to the project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected Consultant shall identify all existing and proposed facilities within the project's limits and potential conflicts.

### **3. SURVEY**

On-the-ground field topographical survey work is required for the Consultant to identify existing facilities (median islands, curb & gutter, sidewalk, right of way, water, sewer, parkway facilities, BC and EC of all curb returns, decorative lamps and streetlight poles, underground and overhead facilities, all utility manholes and pull boxes, points of connection for electrical and water sources, etc. The City utilizes Standard North American Datum 1983 US Feet State Plan VI. The topographical survey shall also provide centerline cross sections at 100-foot intervals as well as adjoining streets, grade breaks, survey monuments, vertical control and joint elevations at the existing and proposed right of way lines, and at the westerly and easterly end of the project. The general survey info includes:

- a. Provide half-foot contours based on City of Corona vertical datum (NGVD 29).
- b. Provide spot elevations at critical locations along the alignment to verify vertical control and check existing improvements and utilities, that may need to be relocated due to the proposed improvements.
- c. Show surface features and visible indications of existing utilities based on NAD 1983 State Plane California VI FIPS 0406 (US Feet) horizontal control to include curbs and gutters, sidewalks, and other elements relevant to prepare a comprehensive topographic map suitable for street improvement and complete street design and construction.
- d. Establish street centerlines, right-of-way lines existing and proposed, and all easements from available record information.
- e. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction.

### **4. WATER QUALITY**

The Consultant shall coordinate with the City for incorporating Low Impact Development (LID) requirements on the project and to prepare a Water Quality Management Plan (WQMP) for the project.

The selection of Best Management Practices (BMPs) will always be subject to site specific conditions and the Consultant will be required to perform the research into the site specific conditions (e.g., prior contamination, depth to groundwater, soil conditions, interfering utilities, etc.) that could preclude infiltration. The Consultant shall also perform the required soils and/or infiltration testing per the Technical Guidance Documents, as necessary to design the infiltration system assuming it is the selected LID approach.

### **5. ENVIRONMENTAL**

The Consultant shall be responsible for preparing the necessary environmental

documents to comply with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Additionally, other permit compliance may be applicable.

Note: The City hired a consultant to prepare the Traffic Impact Study (TIS) to determine the feasibility of narrowing 6<sup>th</sup> Street within the Grand Avenue circle (refer to Traffic Impact Study in Appendix D).

Consultant shall confirm that the TIS of Appendix C complies with Caltrans CEQA / NEPA requirements; otherwise Consultant shall develop transportation analysis using Caltrans vehicle miles traveled (VMT) metric/TIS.

## **6. QUALITY CONTROL/ASSURANCE MEASURES**

Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

## **7. PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**

- a. Development of Detail Plans, Specifications and Estimate (PS&E):
  1. Design of the street shall include a process for including criteria specified in Downtown Specific Plan (SP 98-01).
  2. Constructability issues of the work shall be evaluated and addressed. Some issues to address may include access to the site for heavy equipment, construction phasing and sequential demolition, and vehicular, pedestrian and bicycle traffic detouring issues or concerns.
  3. All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City, and shall be made available to the City at stages specified in the milestone schedule and upon request. All documents must be subject to quality control reviews before submittal. Consultant shall submit documentation of the completed QA/QC review and backup calculations for the project quantities.
  4. The street plans shall include a minimum of a general street improvement plan layout, profile, disposition, landscaping and irrigation, typical section, and construction details. The plans shall show existing utilities and shall include at a minimum traffic signing, striping and pavement marking for the entire project limit.
  5. Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.
  6. The calculations for both the design and the independent design check

shall be submitted as part of the PS&E submittal requirements. The respective calculations shall bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent check engineer.

7. Consultant shall prepare complete contract specifications based on City Special Provision, and the Standard Specifications for Public Works Construction (Greenbook).
8. A list of contract pay items with the descriptions, item codes and estimated quantities shall be included in the front of the special provisions.
9. The Consultant shall prepare quantity calculations for items that are applicable to this project, and prepare cost estimates.
10. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction. All quantity calculations shall be independently checked and substantiated with independent calculations. All lump sum items shall include a breakdown of the costs.
11. Electronic files for all AutoCAD, reports, and calculations shall be submitted at the end of the contract or when requested by the City.
12. All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the property of the City.

b. Utility Coordination

This task involves the collection, assembly, and mapping of existing overhead and underground utility lines within the project limits. Perform necessary research to identify all existing utilities and potential conflicts. Pothole existing utilities to verify depth and location. Provide all required traffic control and surface repair necessary for potholing work. Consultant shall provide separate line items for potholing and itemized by the cost for each pothole in the cost proposal.

The Consultant shall determine the ownership rights (utilities in their own easement or utilities in by City franchise agreement) of utilities affected by project construction and shall coordinate and notify the City if any costs are to be paid by the City for utility relocations early in the design process. The Consultant shall track the progress/schedule of the utility company relocation plan preparation in order to have the utility facility relocated prior to construction. A utility matrix shall be prepared listing the facility type, construction material, location/depth and disposition of utilities

within the project limits.

1. Prepare utility conflict plans and notices/questionnaires on City letterhead to be sent to utility companies and coordinate to resolve the conflict.
2. Pothole information, where required, shall be coordinated by the Consultant.

c. Construction plans

1. 30% PS&E (Preliminary Design)

Develop a preliminary design of the project components and site improvements meeting the conceptual design to review with City staff and obtain City approval. City and Consultant will provide initial design concepts and Consultant will develop and finalize the design concepts.

2. 60% PS&E – detailed plans ready for the independent design check.

3. 90% PS&E (Checked Details) – the following documents shall be submitted for review and approval: set of plans and specifications, cost estimate and check quantity calculations, design calculations and design check calculations, hydrology, hydraulic, and geotechnical studies/report/analysis/models as necessary.

4. 100% PS&E

5. Final PS&E

d. Construction Bidding Phase

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City, or by a covering change order after the award of the construction contract.

e. Construction Support Phase:

1. All construction support work shall be coordinated with the City.
2. Consultant shall furnish, at the consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and

omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.

3. Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
4. Consultant is required to attend the pre-construction meeting with the successful construction contractor upon notification by the City.
5. Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
6. Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
7. The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

#### **D. GENERAL REQUIREMENTS**

1. All work shall be performed in conformance with the State of California policies, procedures and standards, including all applicable federal requirements.
2. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
3. Consultant or its subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
4. The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified.



5. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.
6. Manuals/Standards – Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following: Standard Special Provisions for Public Works Construction and City of Corona Standard Plans. It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.
7. Plans shall be computer drafted on AutoCAD and shall adhere to the current City of Corona Public Works Agency standards.
8. The Consultant’s work will be subject to inspections by representatives of the City.
9. Project progress
  - a. Meetings - Progress Review Meetings shall be held at intervals deemed appropriate by the City (monthly).
  - b. Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with copy of the Progress Report at least four (4) working days before the Monthly Progress Meeting.
  - c. Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format utilizing the Caltrans Work Breakdown Structure (WBS). The project schedule shall be updated on a regular basis and distributed at the meetings.

**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.

## EXHIBIT “C” COMPENSATION

6th STREET REVITALIZATION - FEE SCHEDULE | REVISED 01.31.2024

**Fee Summary**

Task 1	Project Investigation, Kickoff, Management	\$67,223
Task 2	Records Research and Utility Coordination	\$16,068
Task 3	Surveying	\$29,000
Task 4	Geotechnical Services	\$19,550
Task 5	Environmental	\$73,652
Task 6	Water Quality	\$39,870
Task 7	Plans, Specifications and Estimates	\$348,328
Task 8	Bidding and Construction Support	\$75,195
	<i>subtotal</i>	<b>\$668,885</b>

**Allowances**

Reimbursable Expenses Allowance	\$10,000	
Printing and Plotting Expenses Allowance	\$5,000	
	<i>subtotal</i>	<b>\$15,000</b>

**Total Proposed Base Fee** **\$683,885**

**Optional Services**

Environmental (Draft and Final IS/MND, Hearings)	\$26,455	
Bidding Support	\$15,820	
Field Survey Work - Phase 2 (Ramona to E Grand)	\$24,700	
Composite Base Map - Phase 2 (Ramona to E Grand)	\$11,300	
Field Survey Work - Phase 3 (Main to W Grand)	\$24,700	
Composite Base Map - Phase 3 (Main to W Grand)	\$11,300	
	<i>subtotal</i>	<b>\$114,275</b>

**Total Optional Services Fee** **\$114,275**

### studioneleven

**Firm Contact Information**

Studio One Eleven  
245 East Third Street,  
Long Beach, California 90802  
t 562-901-1500 | www.studio-111.com

**STARTUP, DATA GATHERING AND REPORTS**

Task	Description	CONSULTANT TEAM							
		STUDIO 111	FUSCOE	PSOMAS	LLG	RTM	DUEX	LANGAN	RLB
<b>Task 1</b>	<b>Project Investigation, Kickoff, Management</b>	Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
1.1	Project Startup, Kick-off Meeting & Site Walk	\$4,985	\$3,680	\$1,100	\$1,100	\$1,100	\$1,100		
1.2	Review Data, Regulatory Documents & Records Search	\$3,430		\$1,523	\$1,100	\$550	\$550		
1.3	Summary of Past Efforts and Best Practices	\$5,860		-	-	-	-		
1.4	Project Management, Meetings and Coordination	\$20,480	\$2,415	-	\$1,100	\$1,100	\$550		
1.5	Community Engagement	\$15,500		-					
	<b>Total Fee</b>	<b>\$50,255</b>	<b>\$6,095</b>	<b>\$2,623</b>	<b>\$3,300</b>	<b>\$2,750</b>	<b>\$2,200</b>		
<b>Task 2</b>	<b>Records Research and Utility Coordination</b>	Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
2.1	Records Research, Map and Matrix		\$6,325	\$1,523			\$1,100		
2.2	Utility Coordination		\$4,370				\$2,750		
	<b>Total Fee</b>		<b>\$10,695</b>	<b>\$1,523</b>			<b>\$3,850</b>		
<b>Task 3</b>	<b>Surveying</b>	Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
3.1	Field Survey Work - Phase 1 (Main to Ramona)		\$15,000				\$2,000		
3.2	Composite Base File		\$10,000				\$2,000		
	<b>Total Fee</b>		<b>\$25,000</b>				<b>\$4,000</b>		
<b>Task 4</b>	<b>Geotechnical Services</b>	Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
4.1	Drilling and Testing							\$13,800	
4.2	Preliminary Geotechnical Report and 1 meeting							\$5,750	
	<b>Total Fee</b>							<b>\$19,550</b>	

Task 5 Environmental		Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
5.1	Project Initiation			\$3,911					
5.2	Preparation of Technical Analyses								
5.2.1	Air Quality and Greenhouse Gas Analysis			\$11,267					
5.2.2	Biological Resources Assessment			\$3,297					
5.2.3	Cultural Resources Assessment			\$8,941					
5.2.4	Noise and Vibration Analysis			\$8,920					
5.2.5	Energy Analysis			\$5,366					
5.2.6	Peer Review of Traffic Impact Study			\$2,184					
5.3	Initial Study/Mitigated Negative Declaration								
5.3.1	Administrative Draft IS/MND			\$29,768					
5.3.2	Printcheck and Public Review Draft IS/MND (optional)			\$9,156					
5.3.3	Final IS/MND and MMRP (optional)			\$7,208					
5.3.4	Project Management			\$3,502					
5.3.5	Conference Calls (optional)			\$2,473					fees listed as optional services
5.3.6	Public Hearings (optional)			\$4,116					not included in below fee
<b>Total Fee</b>				<b>\$73,652</b>					

DESIGN AND DOCUMENTATION

Task 6 Water Quality		Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
6.1	BMP Toolkit and visuals	\$3,990	\$7,130						
6.2	Water Quality Management Plan (WQMP)	-	\$14,375						
6.3	Hydrology Report, Analysis and Modeling	-	\$14,375						
<b>Total Fee</b>				<b>\$3,990</b>	<b>\$35,880</b>				

Task 7 Plans, Specifications and Estimates		Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
7.1	Conceptual Design and QA/QC	\$34,660	-		-	\$5,225	\$2,200		\$3,080
7.2	30% P,S&E and QA/QC	\$24,160	\$11,500		\$16,500	\$8,195	\$3,300		\$6,160
7.3	60% P,S&E and QA/QC	\$24,980	\$17,250		\$16,500	\$6,138	\$4,400		-
7.4	90% P,S&E and QA/QC	\$28,200	\$23,460		\$16,500	\$9,625	\$3,300		\$7,700
7.5	100% P,S&E and QA/QC	\$14,860	\$10,695		\$11,000	\$3,685	\$3,300		-
7.5	Final P,S&E and QA/QC	\$14,140	\$7,935		\$3,300	\$4,180	\$2,200		-
<b>Total Fee</b>				<b>\$141,000</b>	<b>\$70,840</b>	<b>\$63,800</b>	<b>\$37,048</b>	<b>\$18,700</b>	<b>\$16,940</b>

Task 8 Bidding and Construction Support		Land Architecture Urban Design	Civil Engineer	Environmental	Traffic Engineer	Lighting / Electrical	Dry Utilities	Geotech	Cost Estimating
8.1	Bidding Support (optional - not included in total fee)	\$6,480	\$4,830		\$1,100	\$2,310	\$1,100		
8.2	Construction Support	\$14,920	\$10,005		\$3,300	\$3,630	\$1,100		
8.3	Construction Observation	\$10,360	\$5,060		-	\$4,620	\$1,100		
8.4	As-Built Plans	\$7,790	\$6,325		\$2,200	\$3,685	\$1,100		
<b>Total Fee</b>				<b>\$33,070</b>	<b>\$21,390</b>	<b>\$5,500</b>	<b>\$11,935</b>	<b>\$3,300</b>	

<b>TOTAL</b>	<b>\$228,315</b>	<b>\$169,900</b>	<b>\$77,797</b>	<b>\$72,600</b>	<b>\$51,733</b>	<b>\$32,050</b>	<b>\$19,550</b>	<b>\$16,940</b>
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**studioneleven**

245 east third st. long beach, CA 90802 | 562.628.8000

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**EXHIBIT "A"  
SCHEDULE OF FEES  
EFFECTIVE SEPTEMBER 2023**

1.	PROFESSIONAL STAFF CATEGORY	HOURLY FEE
	Staff 12:	\$290.00
	Staff 11:	\$270.00
	Staff 10:	\$250.00
	Staff 9:	\$240.00
	Staff 8:	\$230.00
	Staff 7:	\$220.00
	Staff 6:	\$205.00
	Staff 5:	\$195.00
	Staff 4:	\$175.00
	Staff 3:	\$155.00
	Staff 2:	\$135.00
	Staff 1:	\$ 95.00
2.	MILEAGE AND SUBSISTENCE	
	Auto Mileage:	\$0.63 per mile
	Air Travel and Auto Rental:	Actual cost plus 15%
	Subsistence (lodging, meals and incidentals):	Actual cost plus 15% (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office).
3.	MATERIALS AND SUPPLIES	
	a. Office and drafting supplies are included in the hourly rate in Paragraph 1.	
	b. Cost of printing, color copies, CAD plotting and reproductions are charged at cost plus 15% from commercial reprographics companies.	
	c. Outside services i.e., messenger, Federal Express, express mail, etc., are charged at actual cost plus 15%.	
	d. Any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request.	
4.	CONSULTANTS	
	Actual cost plus 15%.	
	In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services.	

The Consultant shall only increase the billing rates to the 2025 rates if the City add service or change in scope for the project in 2025.



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**EXHIBIT "A"  
SCHEDULE OF FEES  
EFFECTIVE 2025**

- | 1.   | PROFESSIONAL STAFF CATEGORY                   | HOURLY FEE   |
|------|---|--|
|      | Staff 12:                                     | \$310.00   |
|      | Staff 11:                                     | \$285.00   |
|      | Staff 10:                                     | \$265.00   |
|      | Staff 9:                                      | \$255.00   |
|      | Staff 8:                                      | \$245.00   |
|      | Staff 7:                                      | \$235.00   |
|      | Staff 6:                                      | \$220.00   |
|      | Staff 5:                                      | \$205.00   |
|      | Staff 4:                                      | \$185.00   |
|      | Staff 3:                                      | \$165.00   |
|      | Staff 2:                                      | \$145.00   |
|      | Staff 1:                                      | \$100.00   |
| <br> |   |  |
| 2.   | MILEAGE AND SUBSISTENCE                       |  |
|      | Auto Mileage:                                 | \$0.70 per mile  |
|      | Air Travel and Auto Rental:                   | Actual cost plus 15%   |
|      | Subsistence (lodging, meals and incidentals): | Actual cost plus 15% (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office).  |
| <br> |   |  |
| 3.   | MATERIALS AND SUPPLIES                        |  |
|      | a.  | Office and drafting supplies are included in the hourly rate in Paragraph 1.   |
|      | b.  | Cost of printing, color copies, CAD plotting and reproductions are charged at cost plus 15% from commercial reprographics companies.   |
|      | c.  | Outside services i.e., messenger, Federal Express, express mail, etc., are charged at actual cost plus 15%.  |
|      | d.  | Any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request.                     |
| <br> |   |  |
| 4.   | CONSULTANTS                                   |  |
|      |   | Actual cost plus 15%.  |
|      |   | In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services. |

**EXHIBIT "D"**  
**FEDERAL REQUIREMENTS**

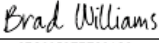
**DEBARMENT AND SUSPENSION CERTIFICATION**

**EXECUTIVE ORDERS 12549 AND 12689**

The undersigned certifies, to the best of his or her knowledge and belief, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency or by the State of California and at all times during the term of the Contract that neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or by the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. If it is later determined that the consultant did not comply with 2 C.F.R. 180, in addition to remedies available to \_\_\_\_\_, the BOR may pursue available remedies, including but not limited to suspension and/or debarment.

Consultant agrees to comply with the requirements of 2 C.F.R. 180 while the contract is valid and agrees to include a provision requiring such compliance in its lower tier covered transactions.

DocuSigned by:  
  
 Signature  
 Brad Williams  
 Typed or Printed Name  
 CEO  
 Title  
 RDC-S111, Inc.  
 Consultant  
 10/31/2023  
 Date

**SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION  
AND UNIVERSAL IDENTIFIER NUMBERING SYSTEM**

**(SAM/Unique Entity Identifier Number Form)**

Contractors must maintain current registrations in the System for Award Management registry ([SAM.gov | Home](http://SAM.gov)). A Unique Entity Identifier number is required ([SAM.gov | Entity Registrations](http://SAM.gov)). The lowest responsive, responsible bidder and each of its subcontractors must be registered with SAM prior to award of contract.

Registered in System for Award Management (SAM)?	Yes <u>X</u> No _____
What is your firm's Unique Entity Identifier number?	<u>GJWELNGMPF54</u>

**THIS FORM TO BE COMPLETED PRIOR TO BID OPENING AND SUBMITTED WITH RFP**





N/A, no lobbying efforts to disclose.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C 1352

2. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known  Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ Actual _____ Planned	13. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-Time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: <p align="center"><b>No lobbying efforts to disclose.</b></p>	
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Brad Williams</u> Print Name: <u>Brad Williams</u> Title: <u>CEO</u> Telephone No.: <u>562-628-8000</u> Date: <u>11/1/2023</u>	

