



Agenda Report

File #: 19-0579

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 06/19/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of Request for Proposal 19-026CA for Project Management Services for the McKinley Street Grade Separation Project, No. 2012-12.

RECOMMENDED ACTION:

That the City Council:

1. Award Request for Proposal (RFP) 19-026CA, Titled "McKinley Street Grade Separation Project Management Services Project, No. 2012-12" to Mark Thomas for the total amount of \$2,675,129, and waive any and all minor irregularities in the proposal.
2. Approve the Professional Services Agreement with Mark Thomas Inc. in the amount of \$2,675,129.
3. Authorize the City Manager, or his designee, to execute the Professional Services Agreement between the City and Mark Thomas, Inc., for the total amount of \$2,675,129.
4. Authorize the Purchasing Manager to issue a purchase order to Mark Thomas for the total amount of \$2,675,129 and approve necessary change orders up to the amount provided by the Corona Municipal Code section 3.08.070 (I), as shown on Exhibit "B."
5. Authorize the City Manager, or his designee, to negotiate and execute any amendment to the Professional Services Agreement, which are either non-substantive or are otherwise in compliance with the City Council's actions hereunder.

ANALYSIS:

The design of the McKinley Grade Separation Project was initiated by SB 132, amendment to Budget Act of 2016, 2660-110-0042, in 2016 for local assistance of the Riverside County Transportation Efficiency Corridor from the State Highway account which was made available for three (3)

transportation projects on the State Highway System. The McKinley Grade Separation Project is one of the projects identified in SB 132. The design is progressing from the 35 percent design phase to the 65 percent design phase. The 65 percent design phase submittal is anticipated to be in November 2019. The revised submittal date was due to City Council revisions to the bridge width and the inner loop road, which were recommended by the value engineering workshop. The revisions were necessary to reduce the estimated right-of-way cost and maintain the project's budget. The project location and limits are shown on Exhibit "A."

The Project Management Services includes the preparation of grant applications for Trade Corridor Enhancement Program (TCEP), Local Partnership Program (LPP), and Section 190 Program, which includes all supportive exhibits, narratives, and benefit cost analyses to help obtain additional project funding. In addition to the grant applications the Project Manager (PM) will coordinate with the California Public Utilities Commission (CPUC), Caltrans, and California Transportation Commission (CTC) staff to enhance the grant funding applications. The PM will review the design, right-of-way, and utility submittals as an independent reviewer to ensure the project meets current standards and will look for ambiguities and errors. The right-of-way and utility relocations will involve bi-monthly team meetings that will review the right-of-way and utility relocation delivery schedules, constraints, and potential delays and review of action items and adjustments to the work plan to maintain these critical schedules. The PM scope of work deliverable will include up to four Resolution of Necessity presentations and documentation submittals; up to sixteen City Council Agenda and Administrative Reports; up to four Notices to Owner of utilities relocations; and monthly distribution of Cost Estimate Summary Reports throughout the duration of the project. The PM will review project data and reports that have already been completed and reports that must be revised and resubmitted due to the plan modifications.

The PM will attend the monthly Project Development Team (PDT) meetings to monitor action items and schedule to ensure milestones are being met. The PM will review the 35 percent, 65 percent, 90 percent, and final submittals of the plans, specifications, and project task estimates submitted from Biggs Cardosa Associates, Inc., (BCA). The PM will manage the design phase and construction phase of the project. The PM will be responsible for drafting the RFP documents for the Construction Management Services (CM) for submittal to the Purchasing Division for advertising in PlanetBids, scheduling consultant interviews, and CM award. The PM will be responsible for the oversight of the CM and will coordinate with the CM to issue correction notices, as necessary, to the project contractor when performed work is non-compliant with the project plans and specifications. The PM will conduct project closeout in a timely manner and submit all required documentation to Riverside County Transportation Commission (RCTC).

On April 10, 2019, RFP 19-026CA "McKinley Grade Separation Project Management Services" was formally advertised in the Sentinel Weekly News and posted on PlanetBids. The City solicited fifty seven (57) project management service vendors with Seven (7) proposals received by the due date of May 2, 2019.

The evaluation of the proposals was based on six criteria: 1) Completeness of Response 2) Qualification of Firm 3) Qualification of Personnel 4) Related Experience 5) Scope of Services to be provided and 6) Funding Alternatives. The following is a summary of the proposal scoring results.

	FIRM	Location
1	Mark Thomas, Inc.	Ontario
2	JMA Civil, Inc.	Los Angeles
3	IDC Consulting Engineers, Inc.	Rancho Cucamonga
4	AnGenious Engineering Services, Inc.	Irvine
5	CNC Engineering	City of Industry
6	CivilPros (dba of RailPros Holdings LLC)	Riverside
7	Primesource Project Management	Rolling Hills Estates

Mark Thomas, Inc., was determined as the top scoring firm by the evaluation team. It is believed that Mark Thomas, Inc., team possesses the skills and experience necessary to successfully execute the scope of work for the project. Darin Johnson, the Project Manager working with Mark Thomas, Inc., has thirty-five years experience with extensive experience managing and delivering complex, large-scale transportation projects. Mark Thomas, Inc. has completed over thirty (30) grade separation projects in the past ten (10) years, ranging from feasibility studies to final design and project management phases.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed project will repair, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

FISCAL IMPACT:

The estimated design and project management cost for this Project is outlined as follows:

Design Cost.....	\$9,833,393.00
Project Management Cost.....	\$2,675,129.00
Design and Project Management Support.....	\$600,000.00
Total Estimated Design and Support Costs.....	\$13,108,522.00

Funding for the project is available in the Fiscal Year 2018-19 Capital Improvement Project Budget as follows:

Account Name	Fund	Account	Project Budget	Current Available Funding
Gas Tax	222	69370	\$ 64,000.00	\$ 23,936.84
Transportation Development Act (TDA) Article 4	243	69370	2,000,000.00	-
Western Riverside Transportation Uniform Mitigation Fee (TUMF)	479	69370	2,986,000.00	1,348,185.25
Riverside County Sales Tax (Measure A)	227	69370	1,000,000.00	998,946.68
Senate Bill 132	243	69370	84,450,000.00	75,316,168.45
Total			\$ 90,500,000.00	\$ 77,687,237.22

ENVIRONMENTAL ANALYSIS:

Grade Separation projects are Statutorily Exempt under the California Environmental Quality Act (CEQA), and no environmental documents or technical study are required. However, the City being a responsible steward to the community is proposing to perform some environmental analyses outside of the requirements of CEQA.

PREPARED BY: PETER RAMEY, P.E., PROJECT ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

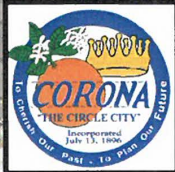
REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCH LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit "A" - Location Map
2. Exhibit "B" - Corona Municipal Code - Section 3.08.070
3. Evaluation Summary
4. Proposal
5. Professional Services Agreement



CITY OF CORONA | PUBLIC WORKS
McKinley Grade Separation Location Map

EXHIBIT A | PROJECT NO. 2012-12

Exhibit "B"

Corona Municipal Code

Section 3.08.070

3.08.070 Bidding requirements - professional services.

(A) **\$55,000 or less.** Professional services contracts of \$45,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § [3.08.040](#), by any alternative procedure. Professional services contracts of more than \$45,000, but less than or equal to \$55,000 may, except as otherwise provided in this chapter or the Act, be awarded by the director of the department responsible for the project, or his or her designee, pursuant to § [3.08.040](#), pursuant to the non-public project informal bidding procedure.

(B) **\$55,001 - \$75,000.** Professional services contracts of more than \$55,000, but less than or equal to \$75,000 may, except as otherwise provided in this chapter or the Act, be awarded by the Assistant City Manager, the Director of Public Works or the General Manager of the Department of Water and Power pursuant to the non-public project informal bidding procedure.

(C) **\$75,001- \$100,000.** Professional services contracts of more than \$75,000, but less than or equal to \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

(D) **More than \$100,000.** Professional services contracts of more than \$100,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Purchasing agent review of scope of services.** The purchasing agent shall review and approve, or provide for the review and approval of, the scope of services prepared for every professional services contract.

(F) **City Council review of scope of services.** The City Council shall review and approve the scope of services prepared for every professional services contract of more than \$100,000.

(G) **Award.** Contracts for professional services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances.

(H) **Subsequent contract awards, amendments, extensions, or renewals.** Notwithstanding anything herein to the contrary, the department director and City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services, or amend, extend, or renew such a contract, without obtaining the next highest approval authority (e.g. the City Manager for the department director and the City Council for the City Manager), when the award, amendment, extension, or renewal will result in the city paying an aggregate amount in excess of the

approval authority of the department director or City Manager to the individual or entity in any given fiscal year. For purposes of this section, the phrase “same project” shall include an on-call or as-needed contract.

(I) **Dollar limits and change orders or amendments.** The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception provided in § [3.08.140](#) below applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For professional service agreements awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$100,000 or 10% of the original contract amount.

(J) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

Evaluation Summary

McKinley Street GS

Evaluation Score	<u>IDC Consulting Engineers</u>	<u>Mark Thomas</u>	<u>RailPros Holding</u>	<u>PrimeSource PM</u>	<u>JMA Civil</u>	<u>C&C Engineering</u>	<u>Argenious Engineering Services</u>	<u>Comments</u>
Pass or Fail (Circle Ans)	Pass Fail	Pass Fail	Pass Fail	Pass Fail	Pass Fail	Pass Fail	Pass Fail	
Reviewer 1	80.5	85.9	76.9	57	73.6	66.1	77.8	
Reviewer 2	94.7	94.8	85.9	50.7	82.5	84.2	96.1	
Reviewer 3	93.3	95.2	83.5	62.4	91.5	71.3	91.1	
Reviewer 4	80.5	77.4	77.5	61.8	75.8	73.3	80.8	
Reviewer 5	63.5	72.4	65.5	64.8	78.2	71.4	76.8	
Reviewer 6	70.0	94.9	65.0	47.9	91.8	75.1	59.6	
Total Score	482.5	520.6	454.3	344.6	493.4	441.4	482.2	
Average score	80.4	86.8	75.7	57.4	82.2	73.6	80.4	

PROPOSAL



PROJECT

MCKINLEY STREET GRADE SEPARATION PROJECT MANAGEMENT SERVICES

Project No. 2012-12 | RFP No. 19-026CA

SUBMISSION DATE

MAY 2, 2019

PREPARED FOR

City of Corona



MARK THOMAS



May 2, 2019

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

Dear Ms. Appelt,

The City of Corona (City) is seeking a qualified consultant to provide project management services and act as the City's project manager for the McKinley Grade Separation Project. The City's project is currently under design with plans at the 35% design phase and the 65% submittal due in July 2019. To effectively oversee and administer the progress of this project, the City will require a consultant with experience in Caltrans procedures, grade separation projects and bridge design. The City will also need a firm that brings expertise in the various funding requirements and grant cycles; this includes specific knowledge of SB 132 requirements, coupled with experience in identifying opportunities and preparing grant applications.

Mark Thomas is ideally suited to serve as the City's project manager for this project. We are a recognized industry leader in the management and design of transportation improvement projects on Caltrans facilities, and our firm has extensive experience delivering grade separation, bridge, and Caltrans interchange projects throughout the state. Additionally, our team has funding experts who bring an intimate knowledge of funding requirements and grant application processes. We are excited to submit our proposal and offer the City the following key benefits:

- **Dedicated, Experienced and Local Project Manager:** Darin Johnson, PE, will be our project manager. Darin oversees our Ontario office and brings more than 35 years of experience managing and delivering complex, large-scale transportation projects throughout the Inland Empire and Orange County. Darin will be supported by a committed team of in-house professionals as well as our three subconsultants; GPA (environmental document review), Monument Right of Way (right of way/utilities support), and STK Architects (architectural right of way).
- **Grade Separation Expertise:** Mark Thomas has extensive experience with the design and management of grade separations. We have delivered more than 30 grade separation projects in the past 10 years, ranging from feasibility studies to final design and project management. This includes projects involving BNSF and CPUC coordination and approval.
- **Knowledge of Funding Programs:** Our team has a thorough understanding of the various funding programs and how to position projects to capture grant funds. This includes SB 132 and Section 190 grade separation program funds, as well as from other competitive and non-competitive programs such as the state's Trade Corridor Enhancement Program (TCEP).

As President of Mark Thomas, I am authorized to bind our firm to the terms of the proposal and contract agreement. I affirm that our proposal will remain valid for 90 days upon the date of submittal, and that the cost of expenses incidental to the performance of the main items of the Project Management Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges. We have received and acknowledge the Addenda released by the City. We have no negative history or conflict of interest to disclose. By submitting our proposal, we commit to providing the City with a highly experienced team, dedicated to the successful management and delivery of this project.

Thank you for this opportunity to submit our qualifications for this project. If you have any questions about our proposal, please contact Darin directly at (909) 291-7246 or via email at djohnson@markthomas.com. We are very excited about this project and look forward to working with the City.

Sincerely,

Mark Thomas

Rob Himes, PE
President

Darin Johnson, PE
Project Manager



(909) 291-7246
3400 INLAND EMPIRE BLVD, SUITE 101
ONTARIO, CA 91764

MARKTHOMAS.COM

CITY OF CORONA

PROJECT UNDERSTANDING & APPROACH



 **MARK
THOMAS**



PROJECT UNDERSTANDING AND APPROACH

This project will grade separate McKinley Street over the BNSF tracks south of SR-91. The project has impacts to the eastbound SR-91 ramps as well as impacts to properties on either side of McKinley Street. Based upon our review of the RFP and available information, the table illustrated below represents our understanding of the probable property/business impacts associated with this project at the 35% project milestone. The project requires coordination and approvals from Caltrans, BNSF, and CPUC. There is also additional coordination required with utility providers as well as RCTC for SB 132 funding reimbursement.

To construct proposed street improvements to McKinley Street, varying amounts of permanent rights of way/utility/wall footing easements, full acquisition of up to two (2) properties, and temporary construction easements will be required from up to twelve (12) separate larger parcels. Furthermore, it is understood many of these properties are still in the initial acquisition planning phase awaiting final Property Impact Statements/Right of Way Requirements, with the rest commencing with the fee appraisals.

Property Impacts/Right of Way Interests			
Parcel ID	APN/Address	Owner (Tenant/Occupancy)	Property Impacts
1	APN: 115-300-051 13191 Magnolia Ave	BPL / Atlantic Richfield (Arco / AMPM)	<u>TCE</u> necessary to reconstruct driveway entrance.
2	APN: 115-300-050 3848 N. McKinley St	BPL (Misc. Commercial Retail/Fast Food)	<u>TCE</u> necessary to reconstruct driveway entrance/parking area/drive thru. <u>Potential wall footing easement</u> for retaining wall along right of way. <u>Potential permanent utility replacement easement</u> location for relocated gas and water conflicts.
3*	APN: 172-050-001, 002, 003, & 005 115/123/125/131 N. McKinley St	DD & EC & E, LLC (Dollar Tree and Misc. Commercial Retail/Fast Food)	<u>TCE</u> necessary to reconstruct driveway entrance/parking area/utility services. <u>Potential wall footing easement</u> for retaining wall along right of way. <u>Potential permanent utility replacement easement</u> location for relocated gas, telephone, electric, and water conflicts.

* Denotes potential for two larger parcels based on appraisal/legal input.



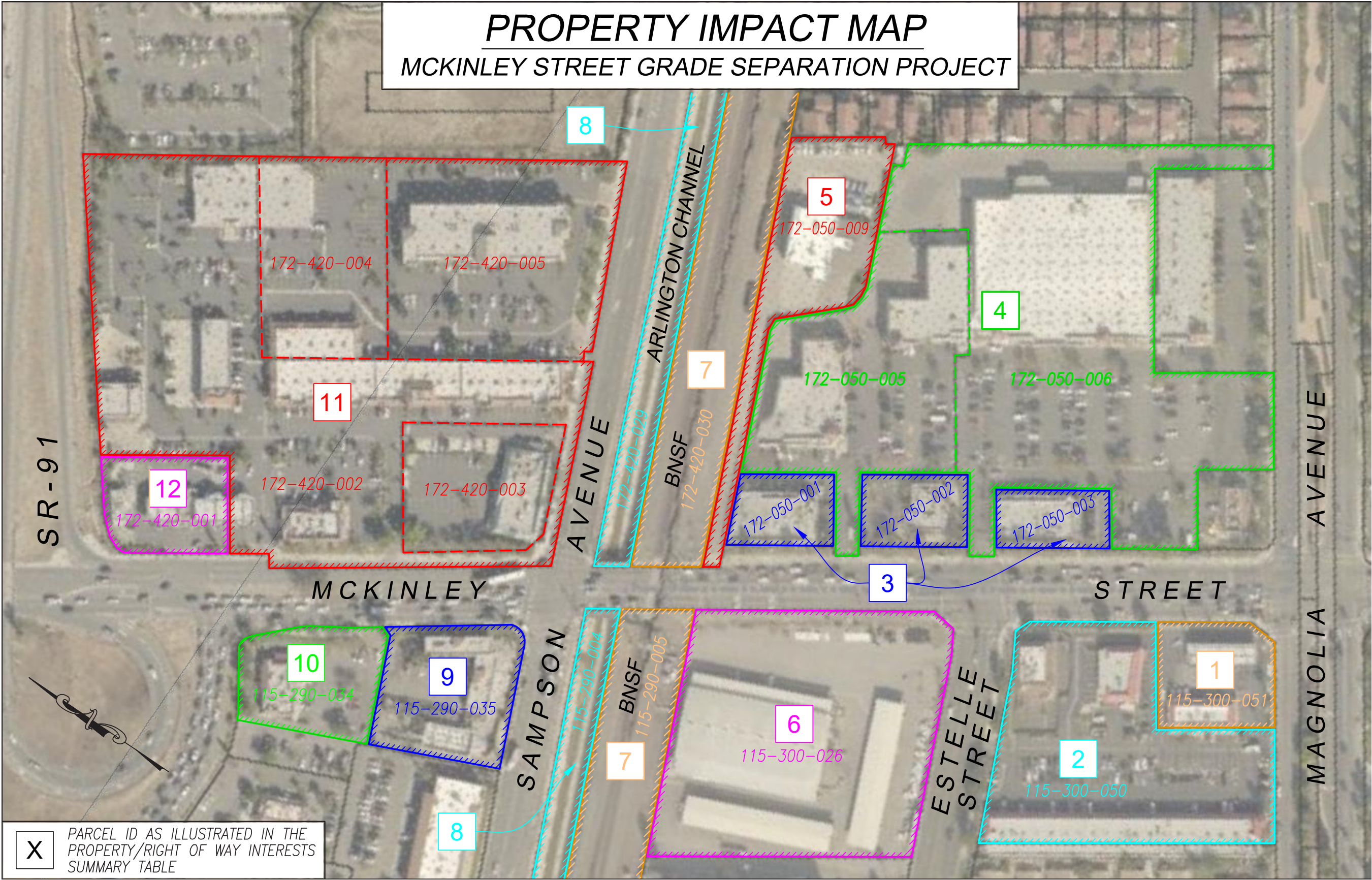
Property Impacts/Right of Way Interests (Continued)			
Parcel ID	APN/Address	Owner (Tenant/Occupancy)	Property Impacts
4	APN: 172-050-006 No Address	Carsten Company; RHI WWW (Food For Less)	<u>TCE</u> necessary to reconstruct driveway entrance/parking area/utility services. <u>Potential wall footing easement</u> for retaining wall along right of way. <u>Potential permanent utility replacement easement</u> location for relocated gas, telephone, electric, and water conflicts.
5	APN: 172-050-009 135 N. McKinley St	Lilliana and Luis Castro (IE Adult Day Health Care Center)	<u>Potential Full Acquisition</u> due to loss of permanent access.
6	APN: 115-300-026 3940 N. McKinley St	Ewing Irrigation Products, Inc. (Ewing Irrigation)	<u>TCE</u> necessary for minor grading/ac repair. <u>Right of way easement</u> for proposed curb return.
7	APN: 115-290-005, 172-420-030 No Address	BNSF Rail Road (Rail Road)	<u>TCL/Right of Entry</u> necessary for access / staging of grade separation construction. <u>Potential wall footing easement</u> for grade separation abutments. <u>Potential permanent utility replacement easement</u> location for relocated electric conflicts.
8	APN: 115-290-004, 172-420-029 No Address	RCFC & WCD (Arlington Channel)	<u>TCE/Encroachment Permit</u> necessary for access / staging of grade separation construction. <u>Potential permanent utility replacement easement</u> location for relocated electric conflicts.
9	APN: 115-290-035 2197 Sampson Ave	Sun Gyu Kang (Car Wash)	<u>TCE</u> necessary to reconstruct parking areas/driveway entrance/ac repair. <u>Potential permanent utility replacement easement</u> location for relocated sewer and gas conflicts. <u>Right of way easement</u> for McKinley Street widening improvements.

* Denotes potential for two larger parcels based on appraisal/legal input.



Property Impacts/Right of Way Interests (Continued)			
Parcel ID	APN/Address	Owner (Tenant/Occupancy)	Property Impacts
10	APN: 115-290-034 2199 Sampson Ave	Goodell Properties, LLC (Carl's Jr)	<u>TCE</u> necessary to reconstruct driveway entrance/parking area/utility services. <u>Potential permanent utility replacement easement</u> location for relocated sewer and gas conflicts. <u>Right of way easement</u> for McKinley Street widening improvements.
11	APN: 172-420-003 through 005 151/161 N. McKinley St / 2275 Sampson Ave	CPI Properties (Outback / Dennys / Miscellaneous Commercial Retail)	<u>TCE</u> necessary to reconstruct parking areas/driveway entrances. <u>Demolition Easement</u> necessary to demolish existing buildings in conflict with Loop Rd. <u>Potential permanent utility replacement easement</u> location for relocated oil, gas, electric, water, sewer, fiber optics, and telephone conflicts. <u>Potential wall footing easement</u> for retaining wall along right of way. <u>Right of way easement</u> for Loop Rd improvements.
12	APN: 172-420-001 175 N. McKinley St	Royal Ridge Investments, Inc. (Shell Station)	<u>Potential Full Acquisition</u> due to severity of impacts/loss of functional use and access.

In addition to the anticipated right of way impacts, Mark Thomas understands there are approximately 40 utility facility conflicts impacting the Utility Owners listed in the table below. Furthermore, it is our understanding Utility Owner Coordination in the initial contact/discussion phases and likely will not accelerate until the completion of 65% improvement plans in August, 2019. Lastly, the City anticipates securing approved relocation plans/schedules from the Utility Owners between May and October of 2019, with final utility relocations occurring in October, 2020.





Utility Owner	Facilities
Southern California Edison	Electric Distribution
Southern California Gas Company	Gas Distribution / High Pressure Gas Transmission
AT&T	Telecom Distribution
Charter	Cable Television Distribution
City of Corona	Water/Sewer Distribution and Transmission
County of Riverside	Water/Sewer Distribution and Transmission
Questar	Oil
Crown Castle	Fiber Optics
Sprint	Fiber Optics

The City intends to have the 100% Plans, Specifications and Estimates complete in April 2020 with anticipated bid advertisement starting in September 2020 based upon funding/construction completion deadlines/projected construction scheduled.

PROJECT MANAGEMENT SERVICES

Mark Thomas will operate as an extension of City staff as part of this contract. The most important element to serving the City staff in this capacity is to meet with the City's project manager and assigned staff early to secure sample City Council agendas/reports, including the meeting schedule and internal processing flows/schedules prior to Council meetings. These efforts will also include either securing or developing a template for the presentations/reports necessary to support Resolutions of Necessity in the event eminent domain proceedings are necessary to acquire property rights. Early identification of City formats/preferences are crucial in developing seamless submittals as if we have operated within the City for several years. When necessary/directed by the City, Mark Thomas will prepare all City Council agendas/reporting pertaining to property acquisition, including presentations to the Council to support property acquisition agreement and administrative settlement execution efforts, or resolutions of necessity to proceed with eminent domain. Similar efforts have been provided to the City of Los Angeles/Los Angeles World Airports since 2017 for the Landside Access Modernization Program. In addition to the typical City Council hearings, this project requires additional hearings/presentations to the Airport Board of Directors and a City technologies committee.

Mark Thomas will monitor project costs and schedule. This will be done through the review of invoices from BCA and Paragon Partners. A best practice of we use is to submit progress reports along with invoices. The progress reports describe the work that has been accomplished and work that is in progress. This aids in determining if project charges are justified. We will also maintain project cost spreadsheets that will track project cost by phase. This will include overall cost, phase of work, costs incurred to date, remaining budget, and funding source. This will then aid in the submittal of reimbursement packages to RCTC and other funding agencies depending on funding source.



PROJECT AND COORDINATION MEETINGS

As the City's project manager, Mark Thomas will lead project development team (PDT) meetings with BCA and Paragon Partners. We will look out for the City's best interest. We will take a keen focus on maintain the project's aggressive project schedule. We will hold the project team accountable for meeting delivery deadlines and closely monitor progress. We will report back to the City to keep you informed on project progress. This is an approach we take on all our projects. We are currently leading the design of the Brea Canyon Widening for Orange County. Bread Canyon Widening is being delivered on an accelerated schedule and has required weekly meetings between Mark Thomas and Orange County. We are closely monitoring project progress with an eye on key deliverables.

We also are prepared to represent the City on critical issues in meetings/correspondence with Utility Owners, BNSF, CPUC, private property owners and other miscellaneous stakeholders when necessary. These meetings/discussions could include explanations on constructability/impacts to properties or assisting the City on high profile critical issues with schedule/cost related risk. These efforts supporting the City for right of way/utility coordination are anticipated to occur from the Notice to Proceed through certification in September 2020.

SUBMITTAL REVIEWS

Mark Thomas, on the City's behalf, will review the design and right of way submittals from BCA and Paragon Partners. Every report, plan set, specification, cost estimate, and technical memorandum will undergo a quality check and review. As an independent reviewer, we may catch items that are overlooked by the City's design and right of way consultants. Our reviews will ensure the projects meet current standards and look for ambiguities and errors. We will provide our comments to BCA and Paragon Partners and follow up to ensure comments are address. We have also found it a best practice to hold submittal review meetings to go over comments with project designers. This helps both parties understand the intent of the design and comment and results in quicker comment resolution.

RIGHT OF WAY ACQUISITIONS AND UTILITY RELOCATIONS

Our right of way and utility management philosophy is based on early planning, diligent communication and reporting, and established processes to complete projects on-time and within budget. Mark Thomas will conduct bi-monthly working group meetings with the City, BCA, Paragon Partners, and Best Best and Krieger for both Right of Way and Utility Coordination. The meetings will generally involve the review of the right of way and utility relocation delivery schedules, constraints and potential delays, review of previous assigned action items. Each meeting will include the preparation of a detailed agenda with distribution of the previous meeting minutes/action items. Mark Thomas will utilize initial meetings to focus on working with BCA and Paragon Partners to develop parcel /utility owner specific schedules illustrating key milestones and submittals similar to those outlined in the table below. Although a project schedule was provided with the RFP, its missing critical dates such as the negotiation duration (generally 90 days, however legally 30 days can be applied as the statutory minimum), City Council key dates for the Resolution of Necessity hearings, and 90 day/30 day tenant relocation dates. Additionally, similar efforts such as issuance of the Notice to Relocate and Relocation Claim Letters to the Utility Owner, Liability Determination, and Utility Agreement processing/execution are missing from the current. Without these key milestones, risk of schedule delay is significantly increased as a result of a false sense of float or misunderstanding of critical third-party items necessary to advance acquisition/utility relocation milestones. For example, there is potential for a permanent utility easement from BNSF to support electrical utility relocation west of the existing McKinley crossing, however the project schedule illustrates only temporary right of way/rights of entry negotiations with BNSF. We anticipate an approved schedule template within 30 days after receiving the Notice to Proceed with initial dates/durations populated by the City's consultants based upon our direction. Mark Thomas will work with both consultants for updates prior to the bi-monthly working group meetings and use each meeting to provide comments/recommended changes as identified during the project team's review of parcel status.



Similar focus during initial mobilization efforts will be given to the right of way acquisition/utility relocation capital expenditures budget to generate parcel and utility conflict specific itemized estimates of probable cost. Mark Thomas will use initial right of way working group meetings for the first 30 days to review existing cost estimate templates and provide direction/comments. It is generally anticipated the following elements are critical to incorporate actuals/trends each month:

R/W Acquisition/Occupant Relocation

- Fee/Easement Land Acquisition, Real Property Improvements, Severance Damages, and Cost to Cure (Typically shown in the Fee Appraisal).
- Tenant Acquisition / F&E Costs (Typically shown in F&E Appraisals when not included in the Fee Appraisal).
- Relocation Establishment/Assistance (Typically accumulated with Relocation Claims).
- Loss of Business Good Will (Estimated through Good Will Appraisals).
- Demolition/Remediation Costs (If done by an independent contract through the City).
- Eminent Domain/Court Fees (Supplied by the Eminent Domain Counsel).

Utility Relocation

- Quantities of relocation/unit prices.
- Utility Owner/City liability of costs (either 100% City when utilities have prescriptive/prior rights or 100% on the Utility if in by franchise).
- Administrative/3rd party design costs.

Mark Thomas will provide monthly reviews of the capital expenditures cost estimates for inclusion of updated actuals when receiving submittals/documentation such as fee appraisals, settlements/signed agreements, reports of investigation/liability determination, etc. In addition to reviewing updates to actuals, Mark Thomas will provide a monthly status report on anticipated trends based upon previous updates. Mark Thomas staff are familiar with the importance of having to forecast trends/capture actuals having supported both RCTC in the State Route 91 Corridor Improvement Project and OCTA in the I-405 Corridor Improvement Project in similar efforts throughout the project. Each agency had obligations to report actuals/forecasts as part of their Transportation Infrastructure Finance and Innovation Act (TIFIA) funding stipulations. Additionally, these were crucial in assessing whether enough funds were available in the current fiscal cycle. Monthly trends/forecasts and capital expenditures actuals were produced for each agency to submit to FHWA. The forecasting element was crucial identifying unforeseen significant increases in the residential market exceeding 10% as part of the I-405 improvement project as a deficit of approximately \$10 million dollars was identified early on when receiving initial appraisals giving the agency enough time throughout the acquisition schedule to secure additional funding measures to offset the deficit. Lastly, these estimates can be used as the primary backup if Caltrans requires an updated Right of Way Data Sheet with the Right of Way Certification Form as illustrated in Section 14.01.13.01 of the Caltrans Right of Way Manual.

Mark Thomas anticipates providing independent review of the right of way/utility coordination documentation and submittals either concurrently or on behalf of the City until completing right of way certification, and utility owners relocating all facilities with corresponding payment schedule and obligations outlined in utility agreements (when applicable) satisfied. The table on the following page illustrates the aforementioned right of way/utility documentation and submittals.



Right of Way Acquisition	Relocation Assistance	Utility Coordination
Right of Way Requirements Deeds/Legals/Plat Maps Curative Studies/Plans Fee/Review Appraisals F&E/Goodwill Appraisals Phase I/II ESAs / HMDDs Offers/Just Compensation Purchase & Sales Agreements Administrative Settlements Orders of Possession Final Orders of Condemnation R/W Certification Construction Obligations	General Information Notice Relocation Interview Forms Notice of Eligibility 90 Day Advisory Notice 30 Day Relocation Notice Relocation Claims/Backup	Introductory Notice As-Built Information Utility Pothole Plans Report of Investigation Relocation Claim Letter Utility Agreements Relocation Plans/Schedule Utility Portion of R/W Certification

Mark Thomas will establish communication and document submittal protocol through the City to secure information above from BCA and Paragon Partners. Reviews performed will be based upon the Caltrans Right of Way Manual documentation/instructions when parcels/utilities within the proposed State right of way. Parcels/utility conflict documentation outside of proposed State right of way will be in compliance with local/state regulations/requirements unless specific (or additional funding secured) dictates the need to comply with federal standards. Mark Thomas will contact each consultant as necessary for questions/clarifications pertaining to the documentation. Additional coordination will be performed with the City for funding related questions/requirements.

POTENTIAL ENVIRONMENTAL ISSUES

The Mark Thomas team understands that the McKinley Street Grade Separation Project was previously cleared as a Categorical Exemption/Categorical Exclusion under CEQA/NEPA. This type of environmental documentation assumes that there are no impacts to surrounding environmental resources and that the project will result in beneficial effects related to traffic and reduce vehicle emissions due to the elimination of stop-and-go traffic at the existing at-grade railroad crossing. Although permanent impacts are not anticipated, there are potential construction-related impacts that would need to be addressed to ensure public safety, minimize noise/vibration effects and minimize economic effects to nearby businesses. As part of the Mark Thomas team, GPA has been involved in managing implementation of environmental measures during construction – whether it's managing contractors or implementing measures, GPA has performed pre-construction, construction and post-construction environmental compliance work in Southern California.

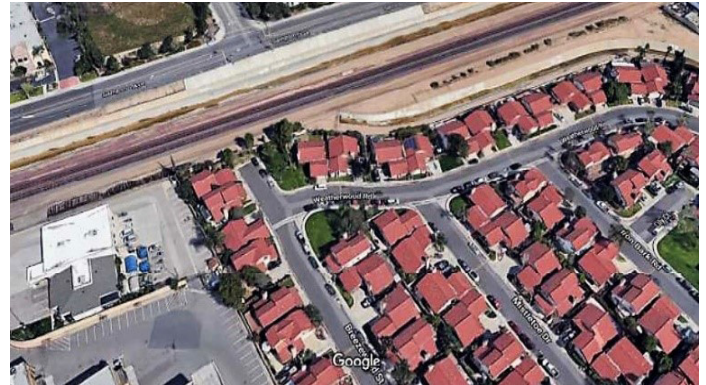
Per the latest design plans, the Shell Gas Station at 175 N McKinley Street will result in a full acquisition. Acquiring gas stations requires removal of existing underground storage tanks (UST) and clean-up of the site if the UST indicate signs of leakage and discharge of petroleum in the soils per California Health & Safety Code §25298. Mark Thomas will coordinate with the construction contractor and oversee proper clean-up of the site and request for documentation of remediation activities.





Our goal is to minimize risk to the City in accepting ownership of a potentially contaminated property.

During construction of the project, residential areas near the project site could be potentially affected by construction activities. One such potential effect of construction of the project is noise and vibration. To avoid complaints by the residents or damage to residential property during CIDH pile construction, the Mark Thomas team will coordinate with local residents and inform them of upcoming construction activities. In addition, during intensive construction activities, our PM team will be actively involved with the construction contractor to ensure appropriate noise and vibration monitoring is implemented and the City's noise and vibration standards and ordinances are being met during construction.



The gated neighborhood of McKinley Village is near the project site and may experience temporary noise and vibration impacts.

The Corona Municipal Code (CMC) sections 17.84.040(D)(2) and 15.02.120 address Noise Performance Standards and specify the hours that construction is prohibited. Both CMC Sections specify that "Construction Noise" is not permitted between the hours of 8:00 p.m. and 7:00 a.m. Monday through Saturday, and between 6:00 p.m. and 10:00 a.m. on Sundays and Federal Holidays.

In addition to potential noise effects to residential properties, ground-borne vibration may cause damage to other nearby structures such as the Arlington Channel and the McKinley Street Bridge. Vibration monitoring and close inspection of these structures are needed to ensure that damage are avoided. Aside from providing

oversight of the CM and construction contractor over noise and vibration monitoring, GPA has the capability to conduct an independent noise/vibration monitoring during construction to avoid costly damage to adjacent structures and potential involvement of regulatory agencies such as United States Army Corps of Engineers and the Regional Water Quality Control Board.



FUNDING APPLICATION DEVELOPMENT

The City has secured \$84.45 million SB 132 funds for the environmental, design, right of way, and construction of the grade separation project. While significant, the City has identified the need to pursue and secure additional project funding. Mark Thomas has extensive experience preparing competitive grant applications and working with the CPUC and railroads to secure project funds. Over the past 18 months, we have secured more than \$110 million in competitive funding for public infrastructure projects. This includes the successful Trade Corridor Enhancement Program (TCEP) Cycle 1 application for the I-80/I-680/SR-12 Interchange Construction Package 2A.

We have reviewed the potential funding sources available for the project and have identified the following options that are most applicable for the McKinley Grade Separation Project.

Local Partnership Program (LPP)

LPP provides \$200 million in SB 1 funding annually to local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees. The program is very flexible and can be used to fund roadway and highway improvements, active transportation facilities, transit improvements, and sound walls. The program is distributed 50% through formula and 50% through statewide competition.



The program requires 50% matching funds for the statewide competition. Applications for the LPP Cycle 2 competitive component are tentatively due January 2020 and the program adopted at the June 2020 CTC meeting. The project is eligible for LPP funds because of the RCTC Measure A sales tax measure. The project could be considered by RCTC for LPP formula funds or submitted under the competitive program for construction funds.

Trade Corridor Enhancement Program (TCEP)

TCEP is a competitive program that provides approximately \$300 million in SB 1 funds annually for improvements to the freight system. Projects must be identified in the California Freight Mobility Plan (CFMP). Eligible projects include highway and interchange improvements, grade separations, heavy rail facilities, and roadway improvements. Project must demonstrate how they improve freight capacity and reliability. 30% matching funds are required. Funds are distributed by region and the City is located within the Los Angeles/ Inland Empire region. After Caltrans' 40% funding share, the Bay Area/Central Valley Region funding target is 58%. Applications for TCEP Cycle 2 are tentatively due March 2020 and the program adopted at the June 2020 CTC meeting.

The project does provide for freight movement benefits. The grade separation eliminates the at-grade highway-railway crossing. This improve train reliability and traffic congestion and operations, as well as safety. These project benefits align well with the TCEP.

The McKinley Grade Separation was included in the 2014 CFMP project list. In addition to being in the 2014 CFMP, the project is also listed in the 2013 San Joaquin Valley Interregional Goods Movement Plan as Project 44. To be eligible for TCEP funds, the project will need to remain as a Critical Urban Freight Corridor and included in the 2019 CFMP. Caltrans is currently in the process of preparing the draft 2019 CFMP. MCAG has coordinated with Caltrans about the inclusion of this project in the CFMP.

Section 190 and Railroad Cost Share

Section 190 is a state funding program for the separation of at-grade highway-railway crossings. The state has \$15 million annually that is distributed between up to four projects. Allocation to a project may not exceed \$5 million a year or \$15 million across multiple years. The CPUC prioritizes the list of applicants based upon applications submitted. The prioritization is formula based, which includes average daily traffic, average daily train traffic, Section 190 funding request, accident history, and special factors. A project will not be awarded Section 190 funding unless the railroad contributes 10% of the cost of the project. It is possible for projects that are lower on the priority list to be awarded funding if they are shovel ready. Applications are due every other year with the next project call being fall of 2019.

The City as identified Section 190 as a potential funding source for the project. The project eliminate an existing at-grade crossing. The project is anticipated to score well due to the volume of trains and cars as well as safety considerations.



VALUE ENGINEERING (OPTIONAL)

Typical complex partial acquisitions generally range between twelve (12) and fourteen (14) months between initiating the appraisal process and receiving possession from the courts should the parcel require eminent domain to secure property rights. Additionally, these timelines do not include relocation efforts, nor certification, and have an implied assumption the right of way requirements will not change or increase after completion of the appraisal process. Should rights change and increase impacts/costs, the appraisal/offer process must be restarted to maintain a path of eminent domain resulting in potential significant delays to the property acquisition efforts.

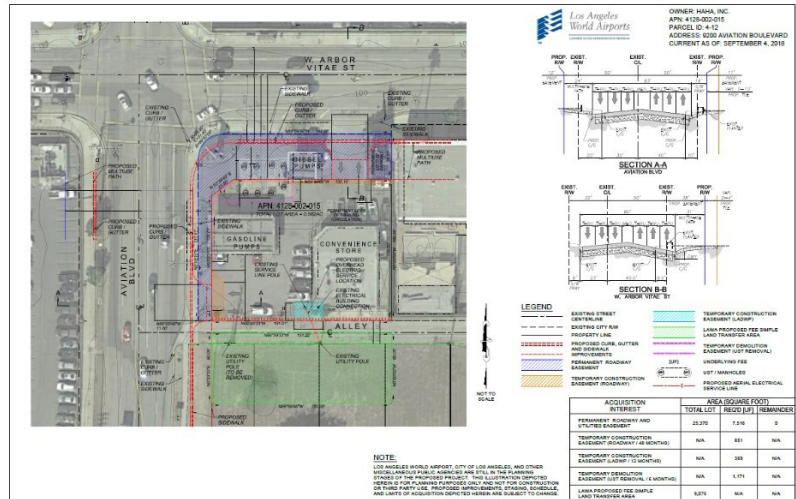
Recognizing the risk in the accelerated schedule and commencing with acquisition efforts at 35% design prior to receiving pertinent utility owner feedback or performing comprehensive construction staging/phasing efforts, Mark Thomas understands thorough analysis and planning are vital during the initial phases of this project to minimize the effects of design change/progression on adding additional property impacts. Prior to the completion of the 65% design plans, Mark Thomas will employ the following strategies to minimize unforeseen right of way impacts:

- **Impact Assessment:** As part of initial mobilization efforts, Mark Thomas will conduct parcel specific focus meetings with the City, their eminent domain counsel Best, Best and Krieger, BCA, Paragon Partners, and assigned appraisal staff. Prior to each meeting, Mark Thomas will prepare a comprehensive agenda illustrating the identified impacts to date, unforeseen potential (i.e. utility replacement rights, constructability, potential for loss of business goodwill, etc.) for distribution to all attendees. The intent is to review existing Property Impact Statements and identified right of way interests to identify potential parcel remnant curative strategies, clarity to items to be built by the project contractor, including corresponding property interests, or paid to the property owner such as utility service lines/parking lot modifications. Other considerations will include restrictions/reservations on temporary construction easements limiting the claims for severance damages in eminent domain proceedings (*County of San Diego v. Bressi* (1986) 184 Cal.App.3d 112), duration of each of the construction elements within each property (i.e. utilities, roadway, walls, etc.), and action items for staff members on unresolved issues. When reviewing the Food For Less/ Dollar Tree shopping center type parcels, the meeting would serve to memorialize project decisions such as whether to compensate property owners for parking lot modifications, restrictions on the Utility Owners construction of the relocated utility facilities to non-operational hours/corresponding impacts to the utility relocation schedule, and impacts to the buildings/tenants immediately adjacent to McKinley Street during the re-alignment of all utility services currently serviced from McKinley to the opposite building face adjacent to the proposed utility corridor located in the parking area.





- Utility Owner Advanced Planning Meetings:** Considering the majority of risk involves limited information and correspondence with the Utility Owners on their relocation rights, Mark Thomas will conduct as necessary focus meetings prior to the completion of the 65% improvement plans with each Utility Owner's representative to review the project, illustrate impacts to their facilities, identify construction staging/phasing and corresponding schedule for each phase to receive potential feed back on the need for any interim/temporary relocations, replacement right location/geometry, and preliminary construction schedules. Although not all Utility Owners will be accommodating/responsive, these efforts are intended to actively engage the Utility Owner to receive /provide information prior to the issuance of any plans/relocation claim letters.
- Risk Mitigation Strategies:** As part of the Impact Assessment efforts, risk mitigation strategies will be noted/evaluated by Mark Thomas for unknown requirements such as utility easement locations/durations of construction for their relocation efforts. Risk mitigation strategies may include a parallel path of acquisition for both the full acquisition of the gas station and if the property owner is cooperative a voluntary land swap agreement with any excess property acquired as part of the CPI transactions. This approach will allow the City to evaluate potential cost/schedule saving elements while still maintaining the ability to acquire the full property/control the schedule with eminent domain proceedings should the property owner not fulfill their land swap obligations. Mark Thomas utilized a similar strategy for an Arco Station located at the corner Arbor Vitae Street and Aviation Boulevard for the Los Angeles World Airport's Landside Access Modernization Program. The project resulted in severe impacts to the property along each street due to widening also restricting accessibility leaving the property inoperable as a gas station in post construction conditions. While offers were made for a full acquisition, Mark Thomas assisted the airport in development of a comprehensive list of approvals/requirements, mapping and agreement preparation resulting in an estimated savings of approximately \$2 million dollars.
- Parcel Mitigation Planning:** Although it appears preliminary parking lot repair/modifications have been completed as part of the 35% design efforts, it is unclear whether or not they are for exhibit purposes and if the project intends to construct these improvements. To support any appraisal efforts, Mark Thomas is prepared to attend the pre-appraisal on-site field meeting with the property owner, fee appraiser, right of way acquisition agent, and City to obtain constraints and receive pertinent feedback from all attending parties. Mark Thomas identifies the most cost effective curative strategies for each case maximizing parking per current City zoning/land use requirements and minimizing severance damages/potential loss of good will claims. Prior to the completion of the appraisal process, Mark Thomas will provide a Mitigation Summary Report illustrative preliminary curative design plans, corresponding estimate of probable costs for all improvements associated with proposed curative plan, and summary of pertinent findings (i.e. zoning issues, pre/post parking conditions, property owner discussions, etc.). The purpose of this report is to support the fee appraiser's recommendation of fair market value and negotiation efforts and will not be utilized for construction/securing permits from the local jurisdiction. Similar efforts are currently utilized on commercial/industrial properties with substantial loss of parking/impacts to fire access lanes on the Landside Access Modernization Program resulting an anticipated savings of approximately \$10 million in right of way acquisition costs.





Additionally, given the substantial impacts to multiple properties with high likelihood for varying advanced property owner notifications to occupy acquired property interests and miscellaneous reservations/restrictions placed on easements, Mark Thomas will work with BCA and Paragon Partners to compile pertinent information from executed agreements, deeds, orders of possession and other available sources and prepare a Construction Obligation Binder with summary table with all critical City Contractor/Property Owner performance related issues, durations, pre-construction photographs, site plans/acquisition documents, and notification/contact information. The Construction Obligation Binders will be incorporated into the Project Bid Documents prior to advertisement to bind them to the contractor's responsibilities during construction/use of acquired properties.

Mark Thomas will institute a formal notification program also to include in the Project Bid Documents identifying specific dates/times of requested mobilization/use of acquired property interests and provide advanced notification to property owners in accordance with right of way agreements/order of possession. As construction efforts commence by the Contractor, Mark Thomas will perform routine field inspections (no more than twice per week) noting contractor's compliance with acquired property rights and conditions and notify the City immediately of non-compliance/non-conformance issues. Mark Thomas staff are very familiar instituting this process having had experience supporting RCTC with both the State Route 91 Corridor Improvement and I-15 Express Lanes Projects. Often it was the pre-construction pictures or daily monitoring/pictures that provided critical evidence in defending RCTC from private property owner claims against the contractor.



CITY OF CORONA

WORK PLAN

 MARK
THOMAS



WORK PLAN

PROGRAM MANAGEMENT

As the City's Project Manager, Mark Thomas will pursue and secure additional funding sources; attending Project Development Team (PDT) meetings and utility coordination meetings; monitor the schedule to ensure milestones are being met and track progress with action items; monitor and review project submittals; and control contract budgets to ensure that services are consistent with the Design Consultant's proposal.

Mark Thomas will meet with the City/BCA/Paragon Partners to establish bi-monthly Right of Way and Utility Focus Meetings through anticipated completion of Right of Way Certification/Completion of Utility Relocation to review parcel acquisition/utility coordination/tenant relocation status and critical issues. Additionally, Mark Thomas will provide direction to the project team upon our initial mobilization to establish the framework for a detailed schedule and estimate of right of way/utility capital expenditures format, including update/distribution schedules, to use as the basis of tracking delivery/progress in the focus meetings. As negotiations progress with property owners, tenants, and utility purveyors, Mark Thomas will attend on-site meetings/conduct separate meetings as the City's representative as necessary with project stakeholders/municipal agencies to facilitate progress/remove constraints. Lastly, Mark Thomas will operate as an extension of staff reviewing right of way/utility submittals, preparing administrative reports and agendas for City Council/Commission Hearings, and present relevant information to the City/Public as necessary.

The following scope items are anticipated for this task:

1.1 Program Management

- Tracking/managing all budgetary-related aspects and sub-consultants associated with Mark Thomas' scope of work.
- Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- Provide ongoing general consultation and project coordination with the City, project stakeholders, and team members.

1.2 Data Collection/Management

- Secure and review data and reports from the City and the BCA Team that have already been completed. Examples include 35% Plans, Specifications and Estimates and any supporting data.
- Secure initial Right of Way Acquisition/Tenant Relocation Case Files from Paragon Partners and establish file transfer protocol between Mark Thomas and Paragon Partners as acquisition/relocation milestones are completed for up to twelve (12) properties and fifteen (15) displacements.
- Secure initial Utility Relocation Case Files from Paragon Partners or BCA, and establish file transfer protocol between Mark Thomas and Paragon Partners/BCA as utility relocations milestones are completed for up to nine (9) utility owners and forty (40) conflicts.
- Secure Project Improvement Plans, Specifications and Estimates from BCA at the 65%, 90% and Final submittals.

1.3 Meetings

- Attend Monthly Project Development Team (PDT) Meetings. Monitor action items and schedule to ensure milestones are being met and track progress of the action items.
- Conduct Bi-Monthly Right of Way Focus Meetings commencing July 2019 through September 2020 including preparation of Agendas and distribution of Meeting Minutes/Action Items.



- Conduct Bi-Monthly Utility Focus Meetings commencing July 2019 through September 2020 including preparation of Agendas and distribution of Meeting Minutes/Action Items.
- Attendance of up to twenty-four (24) meetings with property owners, tenants, BNSF, utility owners, Caltrans and other jurisdictional approval/oversight agencies as necessary.
- Secure City templates for all Resolutions of Necessity, Administrative Reports, Council Agendas for as necessary updates/document preparation to support the City.
- Attendance of up to eight (8) City Council Meetings/Commission Hearings including preparation of Administrative Report supporting data or presentation materials. Conduct as necessary presentations for up to four (4) Resolution of Necessity Hearings as necessary.

1.4 Submittal Review and Processing

- Provide review of 65%, 90%, and 100% submittals. Review Plans Issued for Bid and the Conformed Plans and Specs issued for Construction.
- Provide up to one (1) review for industry accepted practice/regulatory compliance of each the following submittals/documentation and provide Submittal Approvals/Comments:
 - **Right of Way Acquisition (12 cases):** Right of Way Requirements, Deeds/Legal Descriptions/Plat Maps, Curative Studies/Plans, Fee/Review Appraisals, F&E/Goodwill Appraisals, Phase I/II ESAs / HMDDs, Offers/Just Compensation, Purchase & Sales Agreements, Administrative Settlements, Orders of Possession/Final Orders of Condemnation, right of way Certification Forms, Construction Obligations.
 - **Relocation (15 cases):** General Information Notice, Relocation Interview Notes, Notice of Eligibility, 90 Day Advisory Notice, 30 Day Relocation Notice, Relocation Claims/Backup Receipts and Documentation.
 - **Utility Coordination (9 Owners, 40 Conflicts):** Introductory Notice, As-Built Information, Utility Pothole Plans, Report of Investigation, Relocation Claim Letter, Utility Agreements, Relocation Plans/Schedule, Utility Portion of Right of Way Certification.
- Review of the updated Right of Way Data Sheet prepared by Paragon Partners as necessary to support the Caltrans Right of Way Certification submittal requirement.

1.5 Document Preparation

- Preparation of up to forty (40) Notices to Owner to relocate utility facilities including distribution to each Utility Owner using either Caltrans or City accepted formats.

1.6 Project Controls/Financials

- Obtain and review contracts, amendments, invoices, progress reports, and other financial documents from the BCA team to determine contract spending to date and forecasts for future spending.
- Review monthly invoices and progress reports from BCA and their subconsultants.
- Secure Right of Way/Utility Relocation Capital Expenditures Estimate to provide initial direction to BCA/Paragon Partners on suggested format revisions to better accommodate updates for actuals based on the following completed milestones
 - Right of Way: Just Compensation Determination, Completion of Goodwill Appraisals, Purchase/Sale Agreement/Order of Possession, Final Order of Condemnation.
 - Relocation: Completion of Relocation Interviews, Submittal of Claim Receipts/Invoices for Relocation/moving/Re-establishment.
 - Utilities: Execution of Utility Agreements, Utility Owner Supplied Cost Estimates/Final Invoices, and Completion of Estimates/Bid Award for Project constructed facilities.
- Provide monthly audits of the Right of Way and Utility Capital Expenditures Estimates noting recommended updates based on completed milestones, and distribution of a Summary Report on noted trends of increasing/decreasing estimated costs through September 2020.



- Secure Right of Way/Utility Relocation Delivery Schedules to provide initial direction to BCA/Paragon Partners on suggested format revisions to better accommodate updates for completed milestones and accountability.
- Provide monthly audits of the Right of Way and Utility Relocation Delivery Schedules noting recommended updates based on completed milestones.

1.7 Obtain Additional Funding Sources

- Mark Thomas will prepare grant applications for Trade Corridor Enhancement Program (TCEP) and Section 190 program, including supportive exhibits, narratives, and benefit cost analyses.
- Mark Thomas will coordinate with CPUC, Caltrans, and CTC staff to enhance grant funding applications.

DELIVERABLES:

- Attendance at Monthly PDT Meetings
- Right of Way Focus Meeting Agendas/Meeting Minutes (Two per Month from July 2019 through September 2020).
- Utility Coordination Focus Meeting Agendas/Meeting Minutes (Two per Month from July 2019 through September 2020).
- Resolution of Necessity Presentations/Documentation (Up to 4).
- City Council Agenda/Administrative Report Preparation (Up to 8).
- Notice to Owner to Relocate Utilities (Up to 40).
- Right of Way/Relocation/Utility Submittal Approvals/Comments for twelve (12) property acquisition cases, fifteen (15) commercial displacements, and nine (9) utility owners (1 Review per Document).
- Monthly Distribution of Cost Estimate Summary Report (One Update per Month from July 2019 through September 2020).
- Grant Funding Applications and Supportive Materials (Up to 4).

Assumptions/Clarifications:

- Preparation of all right of way acquisition, relocation and utility coordination submittals other than the preparation of the Notice to Owner to Relocate Utilities will be performed by either BCA or Paragon Partners and made available upon request.
- Updates to project schedule and capital expenditures will be performed by either BCA or Paragon Partners, our scope is limited to review/audits and suggested revisions/additions based upon supplied submittals/ completed milestones.
- September 2020 is listed as the termination date of many activities as it is assumed Right of Way Certification and Utility Relocation (other than those to be performed by the Project Contractor awarded by the City) will be completed as identified in the Project Schedule.
- Our Utility Coordination scope does not include the inspection of relocated utilities, it is assumed this will be performed by others.
- Mark Thomas has secured Monument to assist in review of Right of Way Acquisition/Relocation documents for expediting review processing time as necessary.



OPTIONAL SERVICES

Risk Management/Impact Assessment

Mark Thomas will conduct parcel specific focus meetings with the City and their respective eminent domain council, BCA, Paragon Partners and assigned fee appraisal subconsultants. Prior to the meeting Mark Thomas will provide a comprehensive agenda for each parcel illustrating known impacts, items with potential for unforeseen/indirect impacts, initial assessments of curative work versus construction contract work (i.e. Project Contractor), and draft analysis of restrictions/reservations of rights to minimize potential damages/loss of good will. Upon completion of meetings, Mark Thomas will provide a summary report to the project team illustrating the recommended course of action for acquisition approach, project contractor construction items, and risk management strategies such as parallel paths/parcel mitigation planning identified in each meeting. Additionally, Mark Thomas has secured STK Architects, Inc. to provide direction on potential building modification impacts/strategies as necessary.

Additionally, Mark Thomas will contact Utility Owners prior to issuance of the Notice to Owner to Relocate to review project and their utility impacts and request suggestions on potential replacement areas/means and methods of construction of their utility in consideration of our right of way planning efforts.

The following scope items are anticipated for this task:

1. Preparation of Impact Assessment Meeting Agendas for up to twelve (12) larger parcel impacts including initial questions/analysis/risk associated with the following:
 - a. Lease/business operational impacts that could lead to full acquisition/relocation.
 - b. Potential for unforeseen significant loss of business goodwill claims.
 - c. City land use/zoning/setback conflicts/fire code required access conflicts.
 - d. Impacted parcels not included within the Area of Potential Effect (APE) requiring NEPA/CEQA re-validation.
 - e. Treatment Control BMP requirements for potential additional fee acquisition.
 - f. Sound wall requirements, including temporary construction access and long-term maintenance access for potential footing/maintenance easements.
 - g. ADA compliancy issues for width and obstructions at sidewalks and driveways for potential additional fee acquisition.
 - h. Sign/Light/Signal Pole foundation and equipment conflicts for potential additional fee acquisition/easements.
 - i. Side slope requirements per local agency/Caltrans requirements.
 - j. Additional landscape/slope repair areas adjacent to improvements.
 - k. Temporary work areas and construction easements for accessibility and constructability needs, including areas where restricting usage of the temporary easements could have substantial acquisition cost savings.
 - l. Utility service relocation/clearance issues for potential easements.
 - m. Potential areas for replacement rights for known utility conflicts.
 - n. Identified impacts that cannot be acquired under the threat of eminent domain.



2. Strategize with project team in identifying opportunities to optimize the right of way footprint that will result in avoiding and/or minimizing impacts along the corridor.
3. Identification of post construction and potential cost to cure mitigation solutions, including:
 - a. Driveway and access vertical and horizontal replacement existing/proposed sections
 - b. Loss of parking replacement
 - c. Horizontal/vertical layout alternatives to avoid long lead/high cost parcels
 - d. Building/structural modification opportunities to avoid full acquisition/relocation
4. Strategize with the team on potential for operating both voluntary approaches more favorable to property owners (i.e. land swap considerations, temporary leasing of adjacent parking lots during construction to offset lost parking, alternative access from private properties, etc.) enticing them to sign sooner, or less costly to the City, to implement parallel to acquisition approach as identified in the Impact Assessment meetings using an eminent domain approach. Development of a Risk Management Matrix illustrating suggested alternative approaches/risk management items per parcel and distribution to the Project Team, includes up to six (6) monthly edits based upon completion of Impact Assessment, planning meetings with Utility Owners, and commencing initial property owner offer submittals.
5. Conduct up to nine (9) planning meetings with Utility Owners to review project plans/develop strategies to stream line the identification of replacement rights/construction schedule prior to receiving final relocation plans/schedules (estimated in October, 2019).

DELIVERABLES:

- Impact Assessment Focus Meeting Agendas/Meeting Minutes (up to 12).
- Risk Management Matrix (Initial development with up to 6 revisions).
- Utility Owner Planning Meeting Correspondence Summary Memorandums (up to 9).

Assumptions/Clarifications:

- Mark Thomas cannot guarantee the cooperation of the impacted utilities, nor the accuracy of the provided information from the planning meetings. These are tool to receive a better direction/understanding to implement cost/schedule saving strategies with provided Utility Owner input prior to the completion of 65% plans and fee appraisals.



Parcel Mitigation Planning

Mark Thomas has identified the following properties with significant impacts resulting in potential costly severance damages and high potential for loss of business goodwill claims/unnecessary occupant relocation that could have substantial cost savings with preparation of preliminary site/building modification plans to support the appraiser and right of way staff's determination of fair market value, estimated loss of good will potential, and relocation assistance costs.

Parcel Mitigation Planning Properties			
Parcel ID	APN/Address	Owner (Tenant/Occupancy)	Impacts to Mitigate
2	APN: 115-300-050 3848 N. McKinley St	BPL (Misc. Commercial Retail/Fast Food)	Lost parking and realignment of the drive through exit.
3	APN: 172-050-001, 002, 003, & 005 115/123/125/131 N. McKinley St	DD & EC & E, LLC (Dollar Tree and Misc. Commercial Retail/Fast Food)	Lost parking, significant realignment to internal parking circulation, parking lot repair for utility trenchwork, and building modifications to accommodate relocated utility mains.
4	APN: 172-050-006 No Address	Carsten Company; RHI WWW (Food For Less)	Lost parking, significant realignment to internal parking circulation, and parking lot repair for utility trenchwork.
10	APN: 115-290-034 2199 Sampson Ave	Goodell Properties, LLC (Carl's Jr)	Lost parking, significant realignment to internal parking circulation, and parking lot repair for utility trenchwork.
11	APN: 172-420-003 through 005 151/161 N. McKinley St / 2275 Sampson Ave	CPI Properties (Outback / Dennys / Miscellaneous Commercial Retail)	Substantial amount of lost parking, and significant realignment to internal parking circulation and site configuration.

Based upon preliminary discussions with the City and review of available record information, it appears site curative configurations may have been developed by BCA or Paragon Partners, however it was assumed the design configurations were preliminary in nature and were not designed using City municipal code/land use/setback/land development design guidelines, nor circulated through the City's miscellaneous permitting departments. Should this assumption be incorrect, Mark Thomas will utilize them as part of our Parcel Mitigation Planning analysis.

Mark Thomas will provide a Mitigation Summary Report illustrating preliminary curative design plans, corresponding estimate of probable costs for all improvements associated with proposed curative plan (including permits/plan check fees and administrative/design costs), and summary of pertinent findings (i.e. zoning issues, pre/post parking conditions, property owner discussions, etc.) based upon meetings with the property owner and project team. Prior to finalizing the report, Mark Thomas will meet with the City Engineering's/Planning/Building and Safety Departments for a courtesy review and direction on non-conforming land use issues (substandard parking lot dimensions, less than current parking/building setbacks) constructed under previous municipal code requirements magnified by the project impacts.



The following scope of services is included as part development of a Mitigation Summary Report:

1. Attendance of pre-appraisal on-site meeting and up to two (2) follow up meetings with project team and appraisal staff as necessary to complete conceptual curative design plan.
2. Preparation of conceptual curative design plan depicting proposed project improvements and right of way needs, proposed site/building modifications, utility service line impacts, drainage design improvements/ elevations/slopes, parking/building square foot pre/post mitigation summary, parcel lines, topography, and zoning setback requirements.
3. Up to one (1) submittal of conceptual curative design plan to City Departments for courtesy review/approval (as necessary on non-standard issues).
4. Preparation of a comprehensive estimate of probable costs identifying administrative, professional services, City/County permit and development fees, demolition, construction, and appropriate contingencies for appraisal severance damage valuation/negotiation purposes.
5. Preparation of Mitigation Summary Report including compilation of the curative site plan/estimated costs, written summary of assumptions, constraints and conflicts, summary of site/building modifications, estimated durations, and curative elements to be borne by the project/paid to the property owner.
6. Provide QA/QC of final work product, submit to client and other Project Team members, and respond to inquiries.

DELIVERABLES:

- Mitigation Summary Reports – (Up to 5)

Assumptions/Clarifications:

It is understood the purpose of this report is to support the fee appraiser's recommendation of fair market value and negotiation efforts and will not be utilized for construction/securing permits from the local jurisdiction. Mark Thomas has secured STK Architecture, Inc. who will provide all Architectural analysis involved with Building modifications necessary to support the project.

Construction Obligations

Mark Thomas will secure pertinent acquisition documentation/agreements and prepare a Construction Obligation Binder with summary table with all critical Contractor/Property Owner performance items/relevant acquisition duration/use items associated with each acquired interest to be included within BCA's development of the project specifications/bid documents. Mark Thomas will perform weekly field inspections of Contractor's work within acquired rights of way/easements to ensure compliance with terms in the agreement/order of possession. Inspections are anticipated to occur twice per week through Construction Closeout estimated in December 2020. Final inspection documentation and notes will be provided to the City upon completion of all work.

We will provide the following services as part of Construction Obligations/Developer Monitoring:

1. Compile all orders of possession, deeds, right of way requirements maps/acquisition documents, executed agreements and any other pertinent information and develop a Construction Obligation Binder including a parcel summary table, key documentation per each parcel, pre-construction photographs, and curative site improvement plans/estimates. Distribute Construction Obligation Binder to the City/BCA for their use and incorporation in the project bid documents.



2. Institute a notification plan for means/methods of acquired property requests from the Project Contractor to the City.
3. Upon receiving written notification of dates anticipated to occupy/use acquired property interests, notify property owner in advance of requested date per the previously agreed upon advanced notice duration in the order of possession/right of way agreement.
4. Perform up to two (2) weekly property inspections during construction and compile inspection reports illustrating work performed in R/W and any non-compliance or non-conformance related issues per terms in the order of possession/right of way agreement. Provide summary reports to the City on a monthly basis for all non-compliance or non-conformance related issues.
5. Coordinate with the City's Construction Manager to issue stop notices/correctional notices as necessary to the Project Contractor when performed work in a non-compliant manner with respect to the signed property owner agreements/final orders of condemnation.
6. Conduct on-site meetings as part of inspection efforts with Developer as necessary to develop action plan for additional interests or necessary change in conditions from previously secured agreements with property owner. Review action plan with the City for resolution.

DELIVERABLES:

- Construction Obligation Binder (Up to 1 including 12 parcels).
- On-Site Property Inspections (Weekly commencing in May 2021 through December 2022).

Assumptions/Clarifications:

- Inspections noted herein are not intended to inspect materials/performance of work and are only limited to the Contractor's use of City acquired property interests with respect to City's obligations for removals/improvements/terms of use made to the property owner as part of the negotiation efforts.
- Inspections are anticipated to be no more than eight (8) hours per each day and two (2) days per week throughout construction.

CITY OF CORONA

LABOR HOUR ESTIMATE & FEE PROPOSAL





LABOR HOUR ESTIMATE AND FEE PROPOSAL

Per the City's RFP, we have provided a copy of our hourly rate schedule and our fee proposal as separate documents, submitted via PlanetBids.

Also per the City's RFP requirements, our hourly rate sheet is valid through June 30, 2023. Our fee proposal includes our hourly cost breakdown by task showing labor hours, hourly rates, and fees by task. We have provided a total "Maximum, Not-to Exceed" fee for all project management services to be rendered (all materials to be furnished by Mark Thomas).

CITY OF CORONA

SUMMARY OF EXPERIENCE



 **MARK
THOMAS**



SUMMARY OF EXPERIENCE

FIRM OVERVIEW

Mark Thomas is an award-winning professional services firm providing project management, civil engineering, bridge and structural engineering, funding and grant application assistance, aesthetic design and landscape architecture, right of way, and surveying services to clients throughout California. Our solutions have benefited all types of improvements projects including grade separations, interchanges and highways, roadway extensions and rehabilitations, bridges and structures, bicycle/pedestrian facilities, and intersection modifications.

THE MARK THOMAS TEAM

Our team is ideally suited to manage the City's McKinley Street Grade Separation project, having led the successful management and design of large, complex projects, including more than 30 grade separation projects and hundreds of Caltrans projects in California. In recent years, we have delivered numerous similar grade separation projects requiring Caltrans approval for improvements in their right of way, roadway improvements, bridges and retaining walls, grant funding applications, railroad coordination, utility relocation and coordination, and signalized intersection improvements.

KEY EXPERIENCE

We understand that the City requires a team with strong capabilities in the Caltrans project approval process, grade separation project delivery, bridge design, funding requirements, and grant identification and applications. Our staff brings an unmatched level of experience in all of these critical elements, and we have decades of experience managing complex multi-jurisdictional, multi-disciplinary infrastructure improvement projects.

Our staff is knowledgeable of design standards for grade separations, roadway, highway, drainage, utility, and structures projects, including the design of new bridges, bridge replacements and rehabilitations, retaining walls, retaining walls. We are knowledgeable of Caltrans, AASHTO, AREMA, and UPRR/BNSF design guidelines. We bring a proven track



State College Boulevard Grade Separation, Fullerton

record of successfully managing similar projects, incorporating coordination of other internal technical disciplines, working closely with City staff, and coordinating with local agencies, resources and permitting agencies to gain critical approvals to keep projects on schedule and within budget.

MARK THOMAS AT A GLANCE

- Founded in 1927
- California Corporation
- 92 years in business
- 200+ employees
- 11 offices in California
 - Ontario
 - Irvine
 - Fresno
 - Los Angeles
 - Carmel
 - Cupertino
 - Oakland
 - Sacramento
 - San Carlos
 - San Jose
 - Walnut Creek

KEY SERVICES AND AREAS OF EXPERTISE:

- Capital improvement project management
- Caltrans design and processes/procedures
- Grade separation project delivery and management
- Bridge design including replacements, widenings and rehabilitations
- Funding and grant identification, cycles and applications
- Roadway widenings, realignments, and rehabilitations
- Interchange improvements and reconstructions
- Utility relocation and coordination
- Railroad/CPUC coordination
- Local agency coordination with key stakeholders
- Innovative construction staging solutions



BRIDGE AND GRADE SEPARATION EXPERTISE

Mark Thomas has extensive experience delivering transportation structures projects. This includes the design of new bridges, bridge replacements and rehabilitations, retaining walls, soundwalls, and other structures. Our retaining wall design experience encompasses standard cantilever retaining walls through more complex systems like Mechanically Stabilized Earth (MSE) walls and tieback walls. We have designed cast-in-place and pre-cast pre-stressed concrete bridges and steel plate girder bridges.

We have extensive experience with the design of highway-railroad grade separation projects. We have designed precast and cast-in-place concrete overheads and precast concrete and steel girder underpasses. These projects require adherence to the BNSF/UPRR grade separation design requirements as well as AREMA standards. These projects have required coordination and approvals from the railroads and the CPUC. We have worked with local agencies to prepare and gain approvals for General Order 88 (GO-88) for the modification to the grade crossing and Construction & Maintenance (C&M) agreements.



CALTRANS DESIGN EXPERTS

We are recognized as a premier highway design firm, having designed hundreds of Caltrans-controlled projects. Our team members have an unmatched understanding of the Caltrans delivery process and their design standards; through this experience we have developed strong working relationships with Caltrans Headquarters and District staff throughout the state. We are knowledgeable of the Highway Design Manual (HDM), their Standard Plans & Specifications, and the Project Development Procedures Manual (PDPM).

In addition to following the HDM and PDPM, through decades of working with Caltrans Districts statewide to develop projects throughout the state, we have an understanding of how to address key challenges to help ensure that designs are approved by Caltrans staff. We leverage this understanding to develop planning documents and designs that have a high likelihood of being approved, and we proactively work with Caltrans staff to develop solutions that work for both parties. Through our experience we have accumulated an expansive knowledge base specifically geared toward improving connectivity, accessibility and safety on Caltrans facilities.

Our proven track record on project management, successful project delivery and blend of technical expertise on similar grade separation projects will make the McKinley Street Grade Separation project a success.



FUNDING AND GRANT WRITING EXPERTISE

Mark Thomas' funding experts have an intimate knowledge of funding requirements, policies and procedures to position projects for funding and secure funding for public agencies. We have delivered numerous complex transportation projects requiring grant writing and related services including grant identification, preparing grant applications, technical writing and development of narratives, cost benefit analysis, exhibits to support grant applications, and cost estimates.

We have significant experience providing funding assistance and grant writing services to clients throughout California, including cities, counties, local municipalities, other public agencies. Our staff brings an unmatched understanding of the funding process, grant cycles and public agency procedures and requirements. We understand that availability, responsiveness and flexibility are critical to the City - our team will provide the City with hands-on grants management and grant experts who have earned a reputation for exceptional client service and unmatched experience in their respective areas of expertise.

Our team has a thorough understanding of the various funding programs and how to position projects to capture grant funds. This includes SB 132, SB 1 and Section 190 grade separation program funds, as well as from other competitive and non-competitive programs.

Mark Thomas has extensive experience preparing state and federal funding applications. This work has included development of narratives, graphics and exhibits, and benefit cost analyses. We have prepared grant applications for Section 190, Highway Safety Improvement Program (HSIP), Active Transportation Program (ATP), Highway Bridge Program (HBP), Better Utilizing Investments to Leverage Development (BUILD), Infrastructure for Rebuilding America (INFRA), and multiple SB 1 programs including TCEP. Mark Thomas' grant writing staff has secured more than \$110 million in competitive funding over the past 18 months.

We prepared the successful TCEP Cycle 1 application for the Solano Transportation Authority I-80/I-680/SR-12 Interchange Construction Package 2A which was awarded \$53.2 million. The application focused on the impact of goods movement along the corridor and how the improvements will ease the movement of people and freight. The application described the project risks, funding needs, and project readiness. A benefit cost analysis was prepared that demonstrated the positive benefits of the state's financial investment.

CLIENT SATISFACTION

Customer service is at the core of who Mark Thomas is. Our staff are committed to providing exceptional customer satisfaction and effectively managing the City's project through to successful completion. We have earned a reputation for providing our clients with a hand-on management approach and quality deliverables on every project, and we take pride in being available and easily accessible to clients throughout the duration of every project. Our team of experts will proactively manage and guide the process, and will identify any challenges that might arise and develop workable solutions to keep this project on schedule and within budget.



SUBCONSULTANTS

GPA ASSOCIATES, INC. (GPA)

CONSULTING

Environmental Document Review

GPA specializes in environmental documentation and consultation to ensure compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other local, regional, state, and federal regulatory statutes. GPA's expertise includes managing the environmental process and completing CEQA and NEPA documentation, technical analysis, peer-reviewing environmental documents, regulatory permitting, agency coordination, and construction and mitigation monitoring. GPA has received CEQA/NEPA documentation and permitting approval for hundred of complex transportation project, including more than 100 bridge, roadway/conventional highway, interchange and intersection improvement projects.

GPA has been a successful teaming partner of ours on numerous similar projects; they have provided key services for many complex projects, completing comprehensive analyses and documentation as well as strategic permitting and monitoring programs.

Firm Contact Information

617 S. Olive Street, Suite 910, Los Angeles, CA 90014
Primary Contact: Richard Galvin, Vice President/CFO
310.792.2690 | Richard@gpaconsulting-us.com



MOMUMENT, INC. (MONUMENT)



Right of Way/Utility Support

Monument is a real estate and right of way firm with expertise in all federal and state laws and regulations, property negotiations, relocation assistance, valuation, project management and related disciplines. Their experience includes implementation of right of way programs for transportation and infrastructure projects, large and small, under the provisions of the Uniform Act involving roadway improvement, highway widening, transit, port expansion, housing, energy, utility and land development projects.

Firm Contact Information

200 Spectrum Center, Suite 300, Irvine, CA 92618
Primary Contact: Amber Costello, President
562.260.0507 | acostello@monumentrow.com

STK ARCHITECTURE, INC. (STK)

Right of Way/Architectural Support

STK is a leading architectural firm specializing in right of way impacts for a range of transportation and infrastructure improvement projects for public agencies and governmental clients. They have worked with our key staff on similar previous projects, providing assessment of buildings and properties that require partial demolition and re-facing due to temporary construction right of way encroachment.

Firm Contact Information

42095 Zevo Drive, Suite A15, Temecula, CA 92590
Primary Contact: Tony Finaldi, AIA
951.296.9110 | stk@stkinc.com





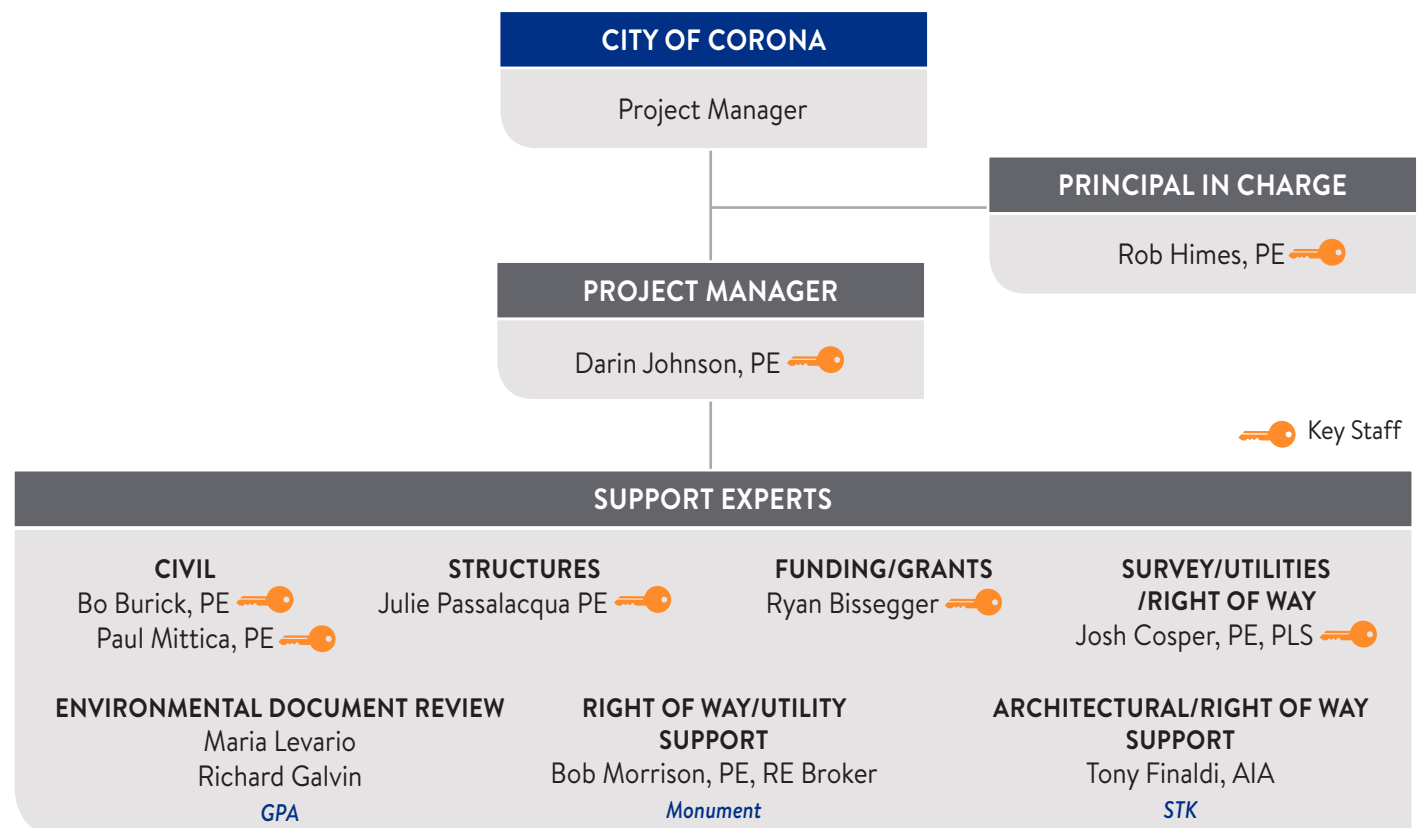
PROJECT TEAM

We have assembled a highly experienced team dedicated to successfully delivering the McKinley Street Grade Separation project. Our organization chart below depicts our project management team and the lines of communication we propose to implement for this project

Darin Johnson, PE will serve as our Project Manager and your primary, day-to-day contact - he will be responsible for managing the project team and keeping the project on schedule and within budget. Darin will be supported by a strong team of experienced project managers in their respective areas of expertise. Key staff members include **Bo Burick, PE** as Civil Lead, **Julie Passalacqua, PE** as Structures Lead, **Josh Cosper, PE, PLS**, as Survey and Right of Way Lead, and **Ryan Bissegger** as our Funding/Grant expert.

In addition to our in-house staff, we have included subconsultants **GPA** to support us with any potential environmental document review, **Monument, Inc.** to support us with additional right of way and utilities, and **STK** to support us with any potential unforeseen architectural right of way impacts that might be needed over the course of the project.

Our key staff members have a successful track record of working with GPA, Monument and STK on numerous complex transportation projects throughout the state, and have developed cohesive working relationships and effective communication channels.



Key Staff Availability and Ample Resources

We are committed to providing the City with a team of exceptional key staff, supporting staff and subconsultants who will be available and responsive to the City for the duration of the project. We have assembled a highly experienced group of individuals dedicated to successfully deliver your project on time and within budget. Resumes for our key staff are provided on the following pages. Staff resumes and subconsultant resumes are located in the appendix.



RELATED PROJECT EXPERIENCE

To demonstrate our capabilities to deliver the City's project, below are examples of our previous project experience delivering projects similar in scope to that of the McKinley Grade Separation Project. We encourage you to speak with our contact references who will attest to our firm's exceptional performance and successful project delivery. Our highlighted projects have been completed within the last 10 years or are currently ongoing.

State College Boulevard Railroad Grade Separation Project

City of Fullerton

Mark Thomas led the design and management of this grade separation project for the City of Fullerton. The project consists of a new roadway underpass at the intersection of State College Boulevard and BNSF. The roadway was lowered between Santa Fe Avenue to the north to approximately 500 feet south of Valencia Drive to the south. The tracks are carried on a 2-span 113-foot long, 60-foot wide underpass with concrete precast box girders and steel plate deck. The project includes wide sidewalks, Class II bike lanes, and ADA-compliant curb ramps. The underpass greatly improved safety and traffic operations at the rail line that carries more than 70 trains per day.

The project required extensive coordination with BNSF for project approval and to maintain track operations during construction. The railroad provided review and approval of the shoofly design. BNSF coordination also involved construction sequencing with a neighboring project which relied on the availability of the track machine.

There was also extensive coordination with local utility providers. The roadway lowering involved protecting in place or relocating 20 utilities and established a utility corridor. This required coordination with City of Fullerton utilities, Orange County Sanitation District, Orange County Water District, SCE, Southern California Gas, and multiple telecommunication purveyors. The utility corridor included water, sewer, storm drain, and joint trench for dry utilities.



CONTACT REFERENCE

Yelena Veronel
Principal Civil Engineer
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832
(714) 738-6852
yelenav@ci.fullerton.ca.us

COMPLETION YEAR
2018

KEY SERVICES PROVIDED

- Project management
- Complex grade separation project delivery
- Bridge design
- Specially designed retaining walls
- Roadway design
- Bicycle and pedestrian facilities
- Coordination with BNSF and utility companies
- Right of way
- Drainage facilities

The project has been awarded the APWA Southern California B.E.S.T. Award for Transportation Project of the Year and the ASCE OC Bridge Project of the Year.



Placentia Avenue Railroad Grade Separation Project

Cities of Placentia and Fullerton

Mark Thomas provided project management, final design and construction services to lower Placentia Avenue approximately 25 feet under the BNSF railroad in the cities of Placentia and Fullerton. The team delivered the design on an accelerated schedule with final PS&E delivered in less than 10 months. The project included geometric alignment alternatives, addition of right turn lanes at intersections, new signals and signal modifications, signing and striping, and ADA corridor improvements.

Mark Thomas prepared a traffic study, drainage report and water quality management plan for the project. We also developed vehicle, pedestrian and bicycle detours to minimize community impacts during construction. During design, significant utility investigation and coordination with utility companies was required. Our team delivered creative solutions to avoid the relocation of a series of SCE transmission lines and poles. Other utility relocations included a single fiber-optic line within the BNSF right of way, a 26-inch gas transmission, and sewer and water lines.

Our project staff saved \$6 million in relocations costs that OCTA otherwise would have borne, as the lines were located in an easement by SCE with prior rights.



CONTACT REFERENCE

Joe Toolson
Project Manager
Orange County Transportation
Authority
PO Box 14184
Orange, CA 92863
(714) 560-5406
jtoolson@octa.net

COMPLETION YEAR

2014

KEY SERVICES PROVIDED

- Project management of complex grade separation
- Design and delivery of grade separation
- Bridge design
- Roadway design
- Bicycle and pedestrian facilities
- Coordination with BNSF
- Utilities investigation and coordination
- Right of way
- Drainage facilities
- Accelerated schedule



SR-60/Potrero Boulevard Interchange Improvements

Cities of Beaumont

Mark Thomas prepared PA&ED and PS&E documents to construct a new interchange connection to SR-60 at Potrero Boulevard. Work includes preparation of a project report, environmental document and technical studies. Design work includes roadway and freeway design, bridge structure design, retaining wall design, traffic signal and ramp metering design, hydrology and hydraulic analysis, storm water quality assessment, utility relocation coordination, right of way engineering, and field survey.

The project, currently in construction, is creating a new Type L-9 interchange that will provide full access to SR-60 at Potrero Boulevard. Potrero Boulevard will be a six-lane facility between Willow Springs Parkway and Western Knolls Avenue. Western Knolls Avenue is being extended and realigned north to connect back to Potrero Boulevard. Existing at-grade intersections to SR 60 are being eliminated to allow for a full access control mainline when the project is completed. Additionally, the existing eastbound SR-60 San Timoteo Creek Bridge crossing is being widened to the south to accommodate a two-lane off ramp and a westbound auxiliary lane will be constructed in advance of the westbound two-lane off ramp.

Due to funding constraints, the project has been phased. Phase 1, currently under construction, is building the new Portrero Boulevard Overcrossing, realigning an extentension of Potrero Boulevard, widening existing Potrero Boulevard, and the extension of Western Knolls Avenue. Phase 2 will construct the loop on-ramps, slip on-ramps, and off-ramps.



CONTACT REFERENCE

Amer Jakher
(Former Director of Public Works; Now at City of Chino)
City Hall
550 E. 6th Street
Beaumont, CA 92223
P: (909) 334-3265
E: ajakher@cityofchino.org

COMPLETION YEAR

2010-Ongoing
(Phase 1 est. completion: 2019)

KEY SERVICES PROVIDED

- Project management
- Caltrans District 8 coordination
- Highway design
- Bridge and retaining wall design
- Drainage analysis and design
- Auxiliary lane design
- Staged construction
- CEQA clearance and permitting



Firestone Boulevard/UPRR Grade Separation

City of Norwalk

Mark Thomas is providing project management, preparing the PA&ED and PS&E package, managing the environmental process, including environmental documentation, and obtaining project approval from Caltrans for this corridor improvement project and grade separation in the City of Norwalk.

Firestone Boulevard serves as a vital corridor for the City, providing this connected community with a necessary link between the I-5 and the I-605 freeways. This project will improve traffic and operational mobility by widening Firestone Boulevard to three lanes in each direction between Hoxie Avenue and Imperial Highway, including at the existing overpass of the UPRR tracks. The project construction will be phased to limit public inconvenience and business impacts.

Mark Thomas is coordinating closely with the City, Caltrans, UPRR, CPUC and other utilities agencies to ensure a streamlined project delivery on an accelerated project schedule.

CONTACT REFERENCE

Pamela Torres
Management Analyst
City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90650
(562) 929-5514
ptorres@norwalkca.gov

COMPLETION YEAR

Ongoing

KEY SERVICES PROVIDED

- Project management
- Grade separation project
- Caltrans coordination
- Coordination with UPRR and utility companies

Lathrop Grade Separation

City of Lathrop

Mark Thomas performed preliminary engineering studies to assist the City of Lathrop in defining this grade separation project, advised on the feasibility of this project, and delivered an approved environmental document.

With improvements to the interchange and widening of Lathrop Road, the City needed to grade separate the existing railroad crossing east of 7th Street and Lathrop Road to accommodate for future traffic. Mark Thomas developed a strategic plan that accommodates planned improvements and ties into proposed projects. We advised the City of feasibility, project overlap impacts, and timing of improvements.

Upon the selection of the preferred alternative, Mark Thomas provided civil and structural engineering design for the new overhead structure. In addition to design services, the work included close coordination with UPRR, CPUC, utility companies, and the adjacent US Army Sharpe Depot.

CONTACT REFERENCE

Steve Salvatore
City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7491
ssalvatore@ci.lathrop.ca.us

COMPLETION YEAR

2015

KEY SERVICES PROVIDED

- Project management
- Grade separation project delivery
- Coordination with UPRR, CPUC and major utility companies
- Project feasibility and strategic planning



North Stockton Railroad Grade Separations and Bridge Replacements

City of Stockton

Mark Thomas designed three grade separations and two bridges along the major corridors in North Stockton and combined them under one construction package. Projects included the following locations: UPRR/Eight Mile Road West Overhead, UPRR/Eight Mile Road East Overhead (SPRR), and UPRR/Lower Sacramento Road Underpass.

Mark Thomas performed preliminary engineering studies to assist in defining projects at the aforementioned crossings and deliver a Section 190 Grade Separation Nomination, and an approved Environment Document (ED). Following the approval of the ED, we delivered the PS&E construction documents for each of these projects.

Mark Thomas also assisted the City in applying for, and successfully obtaining, \$27 million in State Transportation Proposition 1B Funds. Funding under this state program was competitive; to give the City an edge, we accelerated project delivery of the PS&E so that construction could begin ahead of schedule.



CONTACT REFERENCE

Wes Johnson
Engineering Services Manager
City of Stockton
22 E. Weber Avenue
3rd Floor, Room 301
Stockton, CA 95202
(209) 937-8088
Wes.Johnson@stocktongov.com

COMPLETION YEAR

2013

KEY SERVICES PROVIDED

- Project management
- Three separate grade separation projects
- Coordination with UPRR and utility companies
- Competitive funding assistance



ADDITIONAL PROJECT EXPERIENCE

In addition to the representative projects above, our team has delivered the following grade separation projects throughout the state.

PROJECT	CLIENT	RELEVANCE						
		PROJECT MANAGEMENT	ALTERNATIVES ANALYSIS	FINAL DESIGN	ENVIRONMENTAL CLEARANCE	TRAFFIC STUDY	RAILROAD/CPUC COORDINATION	GRANT PREPARATION
Shaw Avenue/UPRR Grade Separation	City of Fresno	✓	✓			✓	✓	✓
Lower Sacramento Road/UPRR Grade Separation	San Joaquin County	✓	✓			✓	✓	
Grant Line Road/UPRR Grade Separation	City of Elk Grove	✓	✓	✓	✓	✓	✓	✓
Morada Lane/UPRR Grade Separation	City of Stockton	✓	✓			✓	✓	
Atwater Merced Expressway/UPRR Grade Separation	Merced County	✓	✓		✓	✓	✓	
West Lane/UPRR Grade Separation	City of Stockton	✓	✓				✓	✓
Alpine Road/UPRR Westerly Grade Separation	City of Stockton	✓	✓				✓	✓
Harney Lane/UPRR Grade Separation	City of Lodi	✓	✓	✓	✓	✓	✓	✓
Alpine Road/UPRR Easterly Grade Separation	City of Stockton	✓	✓				✓	✓
Placentia Avenue/BNSF Grade Separation	Orange County Transportation Authority	✓	✓	✓	✓	✓	✓	
8th Street/UPRR Grade Separation	City of Stockton	✓	✓				✓	✓
Campus Parkway/BNSF Grade Separation	Merced County	✓	✓	✓	✓	✓	✓	
Airport Way/UPRR Grade Separation	City of Stockton	✓	✓				✓	✓
Cosumnes River Boulevard/UPRR Grade Separation	City of Sacramento	✓	✓	✓	✓	✓	✓	
Washington Andora/UPRR Grade Separation Widening	City of Roseville	✓	✓	✓	✓	✓	✓	✓
Placer Parkway/UPRR Grade Separation	Placer County	✓	✓	✓	✓	✓	✓	✓
Atlas Road/UPRR Grade Separation	East Bay Regional Park District	✓		✓			✓	
Nishi Gateway/UPRR Grade Separation	City of Davis/Nishi Development	✓	✓	✓			✓	
Ball Road/UPRR Grade Separation	Orange County Transportation Authority	✓	✓			✓	✓	
Tennyson Road/UPRR Grade Separation	City of Hayward	✓	✓			✓		
SR 4 West/UPRR Grade Separation	Contra Costa Transportation Authority	✓	✓	✓	✓	✓	✓	

CITY OF CORONA

APPENDICES



 **MARK
THOMAS**



APPENDIX



DARIN JOHNSON, PE

Darin brings more than 34 years of experience in transportation and municipal engineering, project management, and QA/QC reviewing for a range of complex transportation improvement projects including highways and interchanges, new bridges, bridge rehabilitations, replacements, and widenings, retaining walls and sound walls, interchange and roadway widenings, and traffic and operational improvement projects. He has delivered numerous transportation projects on Caltrans facilities and is intimately familiar with the Caltrans approval process and requirements. He also brings extensive experience with local agencies and has developed strong relationships with agency staff throughout the Inland Empire.

PROJECT ROLE

Project Manager

EDUCATION

BS in Civil Engineering,
North Dakota State
University, 1983
MBA, Georgia State
University, 1989

REGISTRATION

CA C46405

YEARS OF EXPERIENCE

34

ADDITIONAL PROJECTS

- I-10/Monterey Avenue Interchange Improvements, Palm Desert
- I-405/Sand Canyon Interchange, Irvine
- I-215/McCall Boulevard Interchange, Menifee

OFFICE LOCATION

Ontario

AVAILABILITY

65%

REPRESENTATIVE PROJECTS

SAND CANYON AVENUE GRADE SEPARATION, IRVINE

Project manager for design services for Sand Canyon Avenue/Undercrossing at SCRRA/OCTA/Metrolink Grade Separation. The primary project elements included: relocation and widening of Sand Canyon Avenue from Oak Canyon/Laguna Canyon Avenue to the I-5 freeway crossing; realignment and shoofly construction of approximately 1500 feet of dual track construction; rail bridge and retaining wall structures design; storm water pump station design, shoring and utility coordination and relocation design; Traffic Signal, roadway striping, street lighting, and extensive traffic handling and detour design; development and relocation of a Maintenance of Way for Metrolink; railroad permitting; and Caltrans Encroachment processing.

SR-60 INTERCHANGE/POTRERO BOULEVARD, BEAUMONT

Senior project manager responsible for overseeing the preparation of PS&E to construct a new interchange connection to SR-60 at Potrero Boulevard. The project creates a new Type L-9 interchange that will provide full access to SR-60 at Potrero Boulevard. Potrero Boulevard will be a six-lane facility between Willow Springs Parkway and Western Knolls Avenue. The existing eastbound SR-60 San Timoteo Creek Bridge crossing is being widened to accommodate a two-lane off ramp and a westbound auxiliary lane will be constructed.

SR-60/THEODORE STREET INTERCHANGE, MORENO VALLEY

Engineering manager responsible for the design improvements and reconstruction of the existing SR-60/Theodore Street Interchange. This project will correct existing geometric deficiencies, increase capacity, and improve operations at the interchange. Improvements include bridge structure removal, intersection reconfigurations, traffic signal construction, and gateway interchange aesthetics.

I-10/JEFFERSON STREET INTERCHANGE IMPROVEMENTS, INDIO

Engineering manager responsible for the preparation of the PS&E for the I-10/Jefferson Street Interchange improvements. This project balances several complex geometric constraints to eliminate the discontinuity of the arterial street through movements within the interchange. The modifications included replacement and relocation of the Jefferson Street/I-10 overcrossing, additional loop onramps, and realignment of Varner Road/Jefferson Street.



ROB HIMES, PE

Rob has more than 32 years of experience in municipal and transportation engineering. He has worked with municipalities, resource agencies and Caltrans to bring much needed bridge, roadway and infrastructure improvements throughout California. Rob specializes in all aspects of transportation projects ranging from transportation studies to construction documents, including project reports, project study reports, and concept approval reports. His expertise can be seen in the creative and practical solutions he has provided to clients on numerous challenging projects.

REPRESENTATIVE PROJECTS

PROJECT ROLE

Principal in Charge

EDUCATION

BS in Civil Engineering,
University of California,
Berkeley, 1986

REGISTRATION

CA C45787

YEARS OF EXPERIENCE

32

ADDITIONAL PROJECTS

- I Street Bridge Replacement, Sacramento
- Brea Canyon Boulevard Widening, Orange County
- SR-60/Potrero Boulevard IC, Beaumont
- I-5/Katella Avenue Undercrossing, Anaheim

OFFICE LOCATION

Irvine

AVAILABILITY

45%

FIRESTONE BOULEVARD WIDENING AND GRADE SEPARATION, NORWALK

Principal in charge/project manager responsible for this grade separation and roadway improvements project that will widen Firestone Boulevard to six lanes from Hoxie Avenue to Imperial Highway to accommodate the existing and projected traffic volumes. Currently, Phase 1 consists of two lanes in each direction with 10-foot sidewalks, on-street parking, and a variable width median within a right-of-way of 110 feet. This phase will be widened to six lanes as well as maintain on-street parking, sidewalks, and adding bicycle facilities.

NORTH STOCKTON RAILROAD GRADE SEPARATIONS AND BRIDGE REPLACEMENTS PA&ED, STOCKTON

Principal in charge responsible for the preparation of technical reports and defining the proposed improvements for final design. Improvements consist of roadway widening, bridges for grade separation and creek crossings, traffic signal and street lighting layout, aesthetic treatment, and hydrology and drainage reports.

GRANT LINE ROAD GRADE SEPARATION & WIDENING, ELK GROVE

Principal in charge for this project which widened Grant Line Road from Survey Road to Bradshaw Road to accommodate planned growth in southeast Sacramento County. The project included construction of a grade separation over the UPRR, realignment of Waterman and Bradshaw Roads to improve intersection geometrics, and construction of traffic signals and an environmental impact report.

LATHROP ROAD GRADE SEPARATION, LATHROP

Principal in charge responsible for this project that studied grade separation alternatives of an at-grade railroad crossing on Lathrop Road as well as the widening of Lathrop Road from two to four lanes, widening the corridor and grade separating the roadway/railroad intersection. Project included: environmental clearance, proactive public outreach, coordination of with City Divisions to help define the project, and utility and railroad coordination.

HARNEY LANE GRADE SEPARATION, LODI

Principal in charge/project manager responsible for project stakeholder coordination, assisting with determination of environmental impacts, development of project alternatives including estimated cost and right of way impacts, analysis of vehicular and truck movements within proposed alternative, correspondence with members of the public at public meetings, scheduling, facilitation, and recording of PDT meetings, and layout of preliminary geometrics and Sharpie hand sketches.



BO BURICK, PE

Bo brings more than 19 years of experience in transportation planning, civil/structural engineering, and public works program management. He specializes in development of transportation projects, highway and bridge design, and overall project management and coordination. He has prepared PA&ED and PS&E for private and public sector clients. He is effective at coordinating and resolving problems and issues on large-scale transportation projects involving multi-disciplined project teams. He is an expert in the Caltrans HDM, AASHTO “Green Book”, and all other Caltrans design standards.

REPRESENTATIVE PROJECTS

PROJECT ROLE

Civil Lead

EDUCATION

MS in Civil Engineering,
University of California,
Irvine, 1999

BS in Civil Engineering,
United States Air Force
Academy, 1993

REGISTRATION

CA C60456

YEARS OF EXPERIENCE

19

ADDITIONAL PROJECTS

- Brea Canyon Blvd Widening, Orange County
- Crown Valley Parkway Corridor Improvements, Orange County
- I-5/Culver Drive Interchange Improvements, Irvine

OFFICE LOCATION

Irvine

AVAILABILITY

40%

I-15/SR-79 SOUTH INTERCHANGE IMPROVEMENTS, TEMECULA

Project manager responsible for planning and development of six interchange alternatives, which were documented and approved through Caltrans District 8 in a Project Study Report. The project required a Project Report, Modified Access Report, and combined CEQA/NEPA document for the Recommended Build Alternative, which required close coordination with both Caltrans District 8 and the Federal Highway Administration.

I-10/JEFFERSON STREET INTERCHANGE IMPROVEMENTS, INDIO

Transportation engineer responsible for the preparation of the project report (PR), modified access report (MAR), and plans, specifications, and estimates. This project will balance several complex geometric constraints to eliminate the discontinuity of the arterial street through movements within the interchange. The modifications included replacement and relocation of the Jefferson Street/I-10 overcrossing, additional loop on-ramps, and realignment of Varner Road and Jefferson Street. Responsible for alternatives analysis and design, environmental investigations, roadway design, traffic studies, drainage studies, and structure advance-planning studies. Worked closely with Caltrans and the City of Indio, and supported the preparation of several studies in support of a joint initial study-environmental assessment (IS/EA).

I-580 & I-205 MOUNTAIN HOUSE PARKWAY INTERCHANGES, TRACY

Project manager responsible for leading the PA&ED phase of the Mountain House Interchange projects at I-580 and I-205. These projects will reduce congestion, increase capacity and improve local circulation and functionality at both interchanges to accommodate increased traffic volumes due to the Cordes Ranch project. This development consists of 450 acres including 20 million square feet of distribution centers.

TALEGA BRIDGES, SAN CLEMENTE

Structural engineer responsible for bridge design services for three bridges over the Segunda Deschecha Canada wetlands as part of the Talega development. The bridges are all three-span cast-in-place post-tensioned concrete box girders with overall lengths ranging from 405 feet up to 586 feet and main spans up to 250 feet in length. The bridges were designed to accommodate a Class 1 bikeway and numerous backbone utilities serving major portions of the 4,600-unit residential development.



PAUL MITTICA, PE

Paul has over 18 years of experience in civil engineering with expertise ranging from large complex Caltrans state highway projects to working on public works civil and traffic projects in the Inland Empire. He has developed engineering and geometrics for 24 intersections, over 8 interchanges, and over 40 miles of freeway improvements. He is intimately involved with every aspect of each project leading to streamlined reviews and approvals with local civil and transportation projects. His established relationships with local agencies will lead to streamlined coordination and approvals.

REPRESENTATIVE PROJECTS

PROJECT ROLE

Civil Engineering

EDUCATION
BS in Civil and
Environmental
Engineering,
Pennsylvania State
University, 2000

REGISTRATION
CA 84987
CA PTOE 2013, 3531

**YEARS OF
EXPERIENCE**
18

ADDITIONAL PROJECTS

- Avenue 50
Extension,
Coachella
- Garnet
Street Bridge
Replacement,
Mentone

OFFICE LOCATION
Ontario

AVAILABILITY
60%

I-215/MCCALL BOULEVARD INTERCHANGE, MENIFEE

Project manager responsible for the preparation of a PSR-PDS for improvements to the existing interchange on I-215. The project will reconstruct and widen the overcrossing to six lanes and reconfigure the interchange to a type L-9 with two new loop ramps. The improvements will improve freeway access and reduce congestion along the local roadways.

I-10/MONROE STREET INTERCHANGE, INDIO

Project manager responsible for the preparation of the PSR-PDS and leading the PA&ED phase for improvements. The project evaluated three alternatives for the interchange including the no-build alternative. The build alternatives addressed the existing capacity deficiencies, remove the existing bottlenecks, and accommodate growth and development utilizing context sensitive solution design, such as a Neighborhood Electric Vehicles path. Responsibilities included project management, design review, and Caltrans coordination.

I-10/JACKSON STREET INTERCHANGE, INDIO

Project manager responsible for the development of a PSR-PDS to program interchange improvements to the Jackson Street Interchange. Improvements will increase capacity at the interchange, improve geometrics, and accommodate multimodal travel. The project evaluated three alternatives including no build, tight diamond interchange with widened ramps and highway overcrossing, and a single point urban interchange with a widened highway overcrossing. Responsibilities included project management, design review, and Caltrans coordination.

I-10/AVENUE 50 INTERCHANGE, COACHELLA

Project manager responsible for the delivery of the PS&E for I-10/Avenue 50 Interchange Project. PS&E was developed while PA/ED was completed. He managed critical path items and overall project schedule ensuring all concurrent tasks were completed in a quality and timely manner. He also prepared final design plans and provided state and federal environmental documentation.

DATE PALM DRIVE BRIDGE, CATHEDRAL CITY

Project engineer responsible for preparation of PS&E for the project, including safety elements, walls, utilities, drop inlet installations and grading. This 760-foot-long bridge project consisted of widening from four lanes to six lanes of traffic; seismic retrofit; and roadway improvements to improve safety and access. The HBP project complied with Caltrans latest Amendments, including SDC and LRFD criteria, and Local Assistance Procedures Guide in District 8.



JULIE PASSALACQUA, PE

Julie has more than 15 years of experience serving as a project manager or project engineer on bridge projects. She has been responsible for all aspects of structures project development, from preparing advance planning studies, retrofit strategy reports, and type selection reports during preliminary engineering to the preparation of PS&E production documents to shop drawing reviews and field investigations during construction. Her career has been focused on working with public agencies on large interchange and transportation projects, including grade separations. She has extensive experience coordinating with Caltrans on structures within the state highway system.

PROJECT ROLE

Structures Lead

EDUCATION

MS in Civil Engineering,
University of California,
Davis, 2007

BS in Civil Engineering,
California Polytechnic
State University, San Luis
Obispo, 2002

PROJECT ROLE

CA C68407

YEARS OF EXPERIENCE

15

ADDITIONAL PROJECTS

- Brea Canyon Blvd Widening, Orange County
- Mountain View Road HBP Bridge Replacement
- I-5/Metro Air Parkway Interchange
- SR 65/Sunset Boulevard Interchange

OFFICE LOCATION

Sacramento

AVAILABILITY

50%

REPRESENTATIVE PROJECTS

NORTH STOCKTON RAILROAD GRADE SEPARATIONS AND BRIDGE REPLACEMENTS, STOCKTON

Structures project manager responsible for preparation of advance planning studies for six structures in North Stockton. Structures consist of one railroad underpass, three railroad overheads and two creek crossings.

GRANT LINE ROAD GRADE SEPARATION AND WIDENING, ELK GROVE

Structures project engineer responsible for supporting the preparation of plans, specifications, and estimates for the new two-span overcrossing at SR 99. The new structure for the grade separation is a cast-in-place, post-tension, box girder bridge. This project included the new overcrossing structure as well as an interchange reconstruction and major revisions to the frontage roads and ramps.

LATHROP ROAD WESTERLY GRADE SEPARATION, LATHROP

Structures project engineer responsible for the preliminary layout and design for a 277-foot long, three-span overhead over two Union Pacific Railroad tracks. The structure will replace an existing at-grade crossing on a new alignment. The bridge structure is a three span cast-in-place post-tensioned concrete box girder that is 86 feet wide and carries four lanes of traffic with eight foot sidewalks and chain link railings on each side of the bridge.

I-5/COSUMNES RIVER BOULEVARD, SACRAMENTO

Structures check engineer responsible for the independent structure design, layout and plan preparation check for a new overcrossing and overhead. The overcrossing consists of a three-span, cast-in-place, post-tensioned concrete box girder bridge crossing over I-5. The overhead structure is a seven-span, cast-in-place, post-tensioned concrete box girder bridge, approximately 945 feet long and 85 feet wide, which spans over UPRR and numerous utilities. The structures were designed to carry two 18-inch city water lines, an eight-inch PG&E gas line, and conduits for SMUD, AT&T, Frontier, Caltrans, and the City.

US-50/SILVA VALLEY PARKWAY, EL DORADO

Structures project manager responsible for design of new bridge, MSE wall and existing box culvert extension for the proposed interchange on US-50. The Silva Valley Parkway overcrossing is a two-span CIP/PS box girder structure over US-50 and is supported by a four-column bent on spread footings. The Silva Valley east bound off-ramp undercrossing is a single span CIP/PS box girder structure with a length of approximately 120 feet and is supported on spread footing foundations.



RYAN BISSEGGER

Ryan has more than 15 years of experience in the professional engineering industry with expertise in identifying grant opportunities, grant writing and application preparation, and federal and state funding sources including SB 132, SB 1 and the ATP, HSIP, and regional programs. He has provided funding recommendations to numerous agencies for implementing improvements and has extensive experience developing and reviewing grant applications. His understanding of funding programs, grant cycles, and experience developing proposals has been key in the preparation of competitive grants and securing funding for projects throughout the state.

REPRESENTATIVE PROJECTS

PROJECT ROLE

Funding/Grant Expert

EDUCATION

BS in International Business, Westminster College, 2004

YEARS OF EXPERIENCE

15

ADDITIONAL PROJECTS

- Broadway Complete Streets, Sacramento
- HSIP Grant Writing, Stockton
- Measure K Grant Writing, Stockton
- Measure K Grant Writing, Tracy
- ATP Grant Application, Los Banos

OFFICE LOCATION

Sacramento

AVAILABILITY

60%

I-80/I-680/SR-12 INTERCHANGE CONSTRUCTION PACKAGE 2A, SOLANO COUNTY

Technical writer responsible for the development of the SB-1 Trade Corridor Enhancement Program (TCEP) application for this freeway-to-freeway connector project. The project will construct a new connection for SR-12W to I-80 eastbound to improve traffic congestion and goods movement. Responsibilities included leading the development of the grant narrative, client coordination, and coordinating the benefit/cost analysis.

I-STREET BRIDGE REPLACEMENT, SACRAMENTO

Technical writer responsible for the preparation of a BUILD and SACOG regional grant application for the I Street Bridge Replacement Project. Responsibilities included writing and reviewing narratives, compliance with grant criteria, and coordination with the cities of Sacramento and West Sacramento. Worked with the economics subconsultant preparing the benefit cost analysis report to ensure they had the necessary information to complete their task. Also evaluated the potential success of an InFRA grant.

WASHINGTON AND ANDORA WIDENING PROJECT, ROSEVILLE

Technical writer responsible for the preparation of a BUILD grant application for this grade separation widening project which involves replacing the existing UPRR Andora Underpass at Washington Boulevard and widening of the roadway from two to four lanes. Responsibilities included preparing the narrative as well as evaluating the project's match for additional programs including InFRA, SCCP, and LPP.

ON CALL GRANT PREPARATION ASSISTANCE SERVICES, RANCHO CORDOVA

Grant writer responsible for the preparation of one SACOG Community Design grant and one SACOG Regional Program grant. The Mather Field Road Complete Streets project will convert the existing facility into a complete street. The Zinfandel Drive Bicycle and Pedestrian Improvements will provide a grade separated crossing of US 50 connecting from White Rock Road to Folsom Boulevard. Led the development of narratives and ensuring compliance with grant guidelines.



JOSH COSPER, PE, PLS, QSD

Josh has more than 16 years of experience as a successful project manager on numerous transportation and roadways projects providing civil design, right of way engineering and land survey services. His past experience includes the program management of right of way/right of way engineering for design build highway/infrastructure projects within Southern California, civil design services on over fifty roadway rehabilitation projects, and right of way requirements determination.

His areas of expertise include overall transportation design, boundary retracement principles, Caltrans right of way engineering program management, and right of way acquisition/relocation.

PROJECT ROLE

Survey/Utilities/Right of Way Engineering

EDUCATION

BS in Civil Engineering,
University of California,
Irvine, 2005

REGISTRATION

CA C71667
CA PLS L8774

YEARS OF EXPERIENCE

16

ADDITIONAL PROJECTS

- Landslide Access Modernization, Los Angeles World Airport
- Devore Interchange, Devore
- I-10 Corridor Improvements, San Bernardino County
- I-405 Corridor Improvement Project, Orange County

OFFICE LOCATION

Ontario

AVAILABILITY

60%

REPRESENTATIVE PROJECTS

SR-91 CORRIDOR IMPROVEMENT PROJECT, CORONA

Project manager responsible for initial right of way requirements planning efforts and right of way engineering quality control efforts between the design, survey, construction, and right of way acquisition/relocation. Also responsible for the management and development of parcel remnant curative studies to support the appraisal process for approximately twenty-five parcels along the corridor. Tasks included routine coordination with the design staff to minimize/eliminate design change impacts, review/development of right of way impacts, coordination/oversight, development/management of a demolition program involving approximately 80 structures, and review of the right of way engineering documents and submittals used for acquisition, and support to the acquisition/relocation team. Project included numerous grade separations and interchanges commencing at the SR-241 interchange and terminating at I-15.

I-15 EXPRESS LANES, SAN BERNARDINO AND RIVERSIDE COUNTIES

Project manager responsible for initial right of way requirements planning efforts and right of way engineering quality control efforts between the design, survey, construction, and right of way acquisition/relocation disciplines. Also responsible for developing a lease/build/buy analysis for a tolling service provider operations center, partial/full acquisition analysis including recommendations for acquisition of an animal hospital, and real estate cost estimation services. Tasks included preparation of site plans, identification of entitlements, real estate cost estimation, review of right of way impacts, review of the right of way engineering documents and submittals used for acquisition, and support to the acquisition/relocation team.

BARTON ROAD INTERCHANGE, GRAND TERRACE

Project manager responsible for right of way engineering quality control efforts between Caltrans and the right of way acquisition/interchange relocation team for this interchange reconstruction project. Also provided interim property management services and implementation of a demolition program to clear approximately 10 industrial/residential structures. Tasks included preparation of PS&E for 9 phases of demolition, management of property management vendors for approximately 18 months, real estate cost estimation, routine coordination with the design staff to minimize/eliminate design change impacts, and development of parking lot curative plans to support appraisal processes.



MARIA LEVARIO RESUME



MARIA LEVARIO, a Senior Associate Environmental Planner at GPA, has 20 years of experience in environmental documentation and compliance, project management and resource agency permitting. She has managed and/or been involved in some of the largest and complex transportation infrastructure projects in southern California where she has developed a unique set of skills to lead staff and direct activities/tasks within schedule and budget. Ms. Levario understands all phases of the Caltrans Project Development Process—specifically Project Approval/ Environmental Document (PA/ED)—resource/workload planning, WBS schedule development, and delivery plans. She served as an in-house environmental project management consultant for the Caltrans Environmental Division in San Diego – District 11 for eight years. Assisting the Environmental Division Deputy Director and staff in program/project management, environmental analysis and compliance documentation, regulatory permitting including Coastal Act compliance, and project team member for Construction Management General Contractor (CMGC) and Design Build teams.

EDUCATIONAL BACKGROUND:

- B.S., Urban & Regional Planning, California State Polytechnic University Pomona, Pomona, 1999

OFFICE LOCATION:

- El Segundo, CA

PROFESSIONAL EXPERIENCE:

- Parsons Corporation Transportation Group, Senior Project Manager, 2018
- ICF, Senior Project Manager, 2016-2018
- Caltrop Corporation, Project Manager, 2008-2016
- Transportation Corridor Agencies, Environmental Manager, 2002-2007

SELECTED PROJECTS:

- **Mount Vernon Viaduct, Environmental Compliance Oversight, City of San Bernardino, 2019-Ongoing.** The San Bernardino County Transportation Authority (SBCTA), is proposing to replace the existing Mount Vernon Avenue Bridge over the Burlington Northern Santa Fe (BNSF) rail yard. The Mt. Vernon Avenue Viaduct is a 1,016-foot bridge that was built in 1934 and spans over BNSF Railway Intermodal Yard. Ms. Levario is currently serving as the Environmental Compliance Manager for SBCTA. She is assisting in the preparation of Technical Provisions for Environmental Compliance as part of the Request for Proposals process for this Design- Build project. The technical provisions outline the environmental requirements that the Design-Builder will implement during construction. Ms. Levario will also be performing environmental compliance quality assurance of the design-build contractors work for the project.
- **Interstate 5 North Coast Corridor Project, San Diego County, 2011-2016.** In role as an In-House Project Manager, Ms. Levario reviewed and provided Quality Assurance/Quality Control for environmental documentation of the I-5 North Coast Corridor (NCC), including developing project schedule and specific task management. Provided strategic guidance for Coastal Commission Coastal Development Permit submittals; participated in the pre-consultation meeting process with Coastal staff and Caltrans environmental and engineering staff (developed tracking matrix to monitor action items as a result of early submittals, and assisted in development of permit submittals including creating format for ensuring Development Design Strategies and Implementation Measures were met). Ms. Levario also participated in the San Elijo Lagoon Integration Team whose goal is to integrate construction the highway bridge, lagoon restoration and double track at San Elijo Lagoon for the I-5 NCC Project.
- **State Route 57/State Route 60 Confluence at the Grand Avenue Interchange, Environmental Compliance PS&E, City of Diamond Bar, City of Industry, Los Angeles County. 2019-On-going.** The primary purpose of the project is to improve traffic operations and safety on SR-57 and SR-60 at the Grand Avenue interchange. Ms. Levario is tasked with ensuring that all environmental commitments and regulatory permit requirements identified during the PAED phase are complied with during both 65% Design and Final Design. Environmental reexamination is required due to changes in project design and because the original studies are over three years old. Ms. Levario is attending the project development team meetings monthly and is coordinating with Caltrans, Metro and the design consultant on an ongoing basis. She is managing the preparation of technical analysis and the environmental Re-Validation for NEPA/CEQA.



RICHARD GALVIN RESUME



RICHARD GALVIN, Vice President of GPA Consulting, has been managing the environmental process for projects in California since 1995. Mr. Galvin's proactive and organized approach to projects and his understanding of the environmental process have gained him the trust of numerous clients, including public agencies and private engineering firms. He is an expert on the environmental documentation process and moves documents through the approval process quickly and efficiently. Mr. Galvin is well-versed in coordination between agencies and the project team, as well as stakeholders and the community. He understands each aspect of the project, anticipates issues, and identifies solutions to ensure that any arising issues are dealt with promptly and appropriately. Mr. Galvin has worked with local, state, and federal agencies throughout California, including the California Department of Transportation (Caltrans), Los Angeles County Metropolitan Transportation Authority (Metro), Federal Transit Administration, Federal Highway Administration, and numerous counties and cities.

Educational Background:

B.S., Environmental Science, California State University, Chico, 1995

Professional Experience:

Years of Experience: 22

Years with GPA Consulting: 10

- Los Angeles Location

Affiliations:

Association of Environmental Professionals

Relevant Experience:

- **Los Angeles County Metropolitan Transportation Authority, Rosecrans/ Marquardt Grade Separation, Santa Fe Springs.** The Los Angeles County Metropolitan Transportation Authority is partnering with the Burlington Northern Santa Fe (BNSF) Railway, City of Santa Fe Springs, and California Department of Transportation Division of Rail to develop the grade separation at the intersection of Rosecrans and Marquardt Avenues and the BNSF right-of-way. Mr. Galvin is the Principal-In-Charge, overseeing preparation of the California Environmental Quality Act/National Environmental Policy Act documentation, along with the associated technical analysis.
- **Rice Avenue Grade Separation at Fifth Street/UPRR Tracks, NEPA/CEQA and Technical Analysis, Oxnard.** The City of Oxnard, in cooperation with the Ventura County Transportation Commission and the California Department of Transportation, proposed to construct a grade separation on Rice Avenue/Fifth Street where it crosses over SR-34 and the Union Pacific Railroad tracks. Mr. Galvin was the Principal-In-Charge of the preliminary environmental process, including preparation of a Preliminary Environmental Analysis Report and various technical studies.
- **Los Angeles County Metropolitan Transportation Authority, Interstate 605/State Route 60 Corridor Improvement, Los Angeles County.** The Los Angeles County Metropolitan Transportation Authority, along with the California Department of Transportation, Gateway Cities Council of Governments, and San Gabriel Valley Council of Governments, proposed highway improvements along the I-605 Corridor, as well as improvements to SR-60 and I-5 related to the interchanges. Mr. Galvin is managing the Project Approval/Environmental Document phase. This includes preparation of the Environmental Impact Statement and other environmental documentation for compliance with the National Environmental Policy Act and the California Environmental Quality Act, as well as the associated technical studies such as Section 7 Consultation, Section 106 compliance, Environmental Justice, Hazardous Waste, Air Quality Conformity, Traffic and Noise Impacts, and stakeholder consultation and public outreach.
- **North Spring Street Viaduct Widening and Rehabilitation, EIR/EA and Technical Analysis, Los Angeles.** The City of Los Angeles and the California Department of Transportation proposed to widen the viaduct to improve operations, enhance bicycle and pedestrian safety, and seismically retrofit the bridge. Mr. Galvin was the Project Manager; he oversaw finalization of the environmental documents (Final EIR/EA) and technical reports, the preparation of a Section 4(f) Evaluation, and completion of the Finding of Effect and Memorandum of Agreement to comply with Section 106 of the National Historic Preservation Act.
- **California Department of Transportation District 7, United States Highway 101 High Occupancy Vehicle Widening, Technical Analysis, Regulatory Permitting and Coastal Permitting, Ventura and Santa Barbara Counties.** The California Department of Transportation District 7 constructed High Occupancy Vehicle lanes along a six-mile segment of US-101 in Ventura and Santa Barbara Counties, as well as a Class I bike path along the southbound side and a pedestrian undercrossing in La Conchita. Mr. Galvin managed completion of ten task orders that ensured the Project Approval/Environmental Document approval in record time due to the Corridor Mobility Improvement Account funding constraints. These task orders included a Visual Impact Assessment, Cumulative Impacts Analysis, Community Impacts Analysis, applications for permitting with the California Coastal Commission (CCC), Traffic Study Report, public outreach, Section 4(f) Evaluation, and Final Initial Study/Environmental Assessment.



BOB MORRISON, P.E., MBA, R/E BROKER

Principal / VP of Operations / Program Manager

Mr. Morrison has extensive business and project management experience on major infrastructure projects throughout California that spans over twenty years in both the public and private sector arenas. With his engineering, right of way and project management expertise, Mr. Morrison has a keen understanding of the entire project development process, is well versed on all aspects of right of way and has a unique ability leverage this experience to provide his clients with viable, innovative and effective solutions.

27 YEARS IN THE INDUSTRY

EDUCATION

MASTER, BUSINESS ADMINISTRATION
California State University
Sacramento, CA
Year 2004

BS, CIVIL ENGINEERING
Tufts University
Medford, MA
Year 1991

LICENSES

CIVIL ENGINEERING
State of California
Year 1993
CA #52617

REAL ESTATE BROKER
State of California
CA #01837271

OFFICE LOCATION

IRVINE

AFFILIATIONS

CALIFORNIA TRANSPORTATION
FOUNDATION
Board of Director / Secretary

INTERNATIONAL RIGHT OF WAY
ASSOCIATION

Prior to joining Monument, Mr. Morrison served at Caltrans for 10 years in various capacities including civil design, structural design and program management where he gained a strong understanding of funding program requirements, project implementation and all facets of the program execution. Mr. Morrison was an owner and President of Bender Rosenthal, Inc., a full-services right of way company, where he was responsible for project management, client interface and staff development. As a registered Civil Engineer, Mr. Morrison's complete understanding of the project development process allows him to better streamline project delivery through proper planning, cost saving and time saving measures, and risk mitigation strategies.

Mr. Morrison is also extremely knowledgeable in the Uniform Act as well as implementing programs in accordance with FHWA, FTA, state the laws, regulations and policies; and the Caltrans R/W Manual. His embodies the qualities of a highly effective project management by his proactive communication, strategy-focused and results-driven approach.

EXPERIENCE

CALIFORNIA HIGH SPEED RAIL

Fresno, CA | 2009 - 2018 | Project Manager / Principal in Charge

Mr. Morrison was responsible for project execution including scope definition, cost analysis, schedule development and delivery of over 1,500 appraisals / appraisal reviews, 120 property acquisitions and relocations, and over 60 eminent domain submittal packages. Some unique problems Mr. Morrison helped solve included appraising air rights over UPRR in Fresno, relocating a 24/7/365 fruit distribution company, and relocating the Fresno Mission. In 2010, Mr. Morrison was involved in the initial planning stages of the project and worked closely with CHSR staff to implement process and procedure improvement initiatives to help streamline the right of way deliver process. The project included right of way acquisition from all property types including industrial, agricultural, residential, commercial, and special use.

SR 4 EXTENSION PROJECT

San Joaquin Council of Governments, CA | 2011 - 2014 | Principal-in-Charge

This project included major District 10 coordination. As Principal in Charge, Mr. Morrison was instrumental in developing a right of way delivery program with SJCOG in partnership with Caltrans. This consisted of an integrated team of consultants and Caltrans staff to deliver the right of way as one team. Mr. Morrison developed the project Charter that clearly outlined who was responsible for what and who the key stakeholders were in the process.

CESAR CHAVEZ BOULEVARD IMPROVEMENTS

City of Calexico, CA | 2015 - 2017 | Principal-in-Charge

As Principal in Charge, Mr. Morrison was instrumental in defining the scope, cost and schedule for this roadway improvement project near the Calexico/Mexicali border crossing. Key efforts included board presentations to the City Council, coordinating the UPRR rail crossing needs, and relocating four automotive businesses.

monument



TONY FINALDI STK ARCHITECTURE, INC. RESUME



Role In The Firm:

Project Architect, CFO

Experience:

Since 1994

With STK:

Since 1994

Education:

Bachelor of Architecture
Woodbury University, 1993

Professional Registration:

CA Architect License #C-31476
NCARB #65520
LEED Accredited: USGBC 2009

**Tony's strengths are
in overseeing
document production
and construction
administration
of projects.**

Mr. Finaldi joined STK in 1994 and became an owner in 2016. Tony has managed all phases of fire station projects, community centers, movie theatres, and various public works projects

Tony currently serves as a Project Architect on various San Bernardino County and Riverside County Economic Development Agency projects.

He is well versed in coordination of construction documents with the various disciplines, document review, agency and contractor negotiations. Tony's strengths are in overseeing document production and construction administration of projects.

Relevant Projects:

- 91 Freeway widening project
- 405 Freeway widening project



CITY OF CORONA

REQUIRED FORMS & CERTIFICATIONS



 **MARK
THOMAS**



FORMS AND CERTIFICATIONS

PARTY SUBMITTING PROPOSAL: Mark Thomas & Company, Inc.**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the _____ President [title] of
Mark Thomas & Company, Inc. [proposer], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 26, 2019
[date], at Tustin [city], California [state].

Signature

Robert Albert Himes

Typed or Printed Name

President

Title

Mark Thomas & Company, Inc.

Party Submitting Proposal



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }
County of Orange } ss.

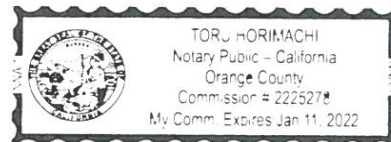
On April 26, 2019, before me, TORU HORIMACHI, Notary Public
(date) here insert name and title of the officer)

personally appeared Robert Albert Himes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] [Seal]





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

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 19-026CA.

Mark Thomas & Company, Inc.

(Firm Name)

Rob Himes, President

(Print name and title of person signing for firm)

April 19, 2019

(Signature/Date)



ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST

(To be Completed and Submitted with Consultant's Proposal)

Consultants are encouraged to state any exceptions to or deviations from the insurance requirements in this Request for Proposals. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject all proposals as non-responsive based on exceptions or deviations to the insurance requirements.

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to Vendor" column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for RFP 19-026CA and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:


N/A

Mark Thomas & Company, Inc.

(Firm Name)

Rob Himes, President

(Print name and title of person signing for firm)

 April 19, 2019

(Signature/Date)



City of Corona
 RFP 19-026CA Insurance Requirements Check List
 (To be Completed and Submitted with Consultant's Proposal)

All applicable insurance requirements are identified with a 'YES' under the "Applicable to Vendor" column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	✓		YES
Can your company provide Automobile Liability - \$1M?	✓		YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	✓		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?	✓		YES
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?		✓	Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?		✓	Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?		✓	Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	✓		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	✓		YES

Insurance Endorsements
General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	✓		YES
Will your company provide an insurance policy that states 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 Contractor, including materials, parts or equipment furnished in connection therewith?	✓		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	✓		YES
Can your company provide Completed Operations as evidenced with the following endorsements?	✓		YES
Endorsement form CG 20 10 11 85 OR	✓		YES
CG 20 37 and one of the following	✓		YES
CG 20 10	✓		YES
CG 20 26	✓		
CG 20 33	✓		
CG 20 38	✓		
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	✓		YES



Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	✓		YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?	✓		YES

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for 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?	✓		YES
Will your company provide 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?	✓		YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	✓		YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	✓		YES
Does your insurance have any deductibles and/or self-insurance retentions?	✓		YES

Use the space below to explain any "NO" responses.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): E-MAIL ADDRESS: dchambers@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : XL Specialty Insurance Co.	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED MARKTHOMA
 Mark Thomas & Company, Inc.
 2290 N. First Street
 San Jose CA 95131

COVERAGES

CERTIFICATE NUMBER: 1110265067

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contractor's Pollution Liability			DPR9927773	7/1/2018	7/1/2019	\$1,000,000 \$1,000,000 Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

SPECIMEN CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339		CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: American Guarantee and Liability Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 44229917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPO3069506-00	9/15/2018	9/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPO3069506-00	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC3254206-00	9/15/2018	9/15/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input checked="" type="checkbox"/>	WC3069507-00	9/15/2018	9/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/Leased Equipment			CPO3069506-00	9/15/2018	9/15/2019	Per Item Limit: \$10,000 Per Occurrence Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN EXCEPT 10 DAYS FOR NON-PAYMENT.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Longwello

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ACORD 25 (2016/03)

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CONSULTANT'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP 19-026CA.

1. Have you ever been disqualified from any contract? (circle one) Yes **No**

2. If yes, explain the circumstances:


This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

Mark Thomas & Company, Inc.

(Firm name)





Rob Himes, President

(Print name and title of person signing for firm)

 April 19, 2019
(Signature/Date)



REQUIRED LICENSING AND CERTIFICATIONS

 	
 BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	ISSUANCE DATE SEPTEMBER 14, 1990 EXPIRATION DATE MARCH 31, 2021 CURRENT DATE / TIME APRIL 27, 2019 4:37:50 PM
LICENSING DETAILS FOR: 46405	
NAME: JOHNSON, DARIN PAUL LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR 	
ADDRESS 22242 ANTHONY DRIVE LAKE FOREST CA 92630 ORANGE COUNTY	

 	
 BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	ISSUANCE DATE AUGUST 27, 1990 EXPIRATION DATE DECEMBER 31, 2020 CURRENT DATE / TIME APRIL 27, 2019 4:36:05 PM
LICENSING DETAILS FOR: 45787	
NAME: HIMES, ROBERT ALBERT LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR 	
ADDRESS 3301 MICHELSON DR 2226 IRVINE CA 92612 ORANGE COUNTY	



REQUIRED LICENSING AND CERTIFICATIONS


 	
 <p>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</p> <p>LICENSING DETAILS FOR: 60456</p> <p>NAME: BURICK, STEVEN BOGART LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR </p> <p>ADDRESS 157 WEST AVENIDA ALESSANDRO SAN CLEMENTE CA 92672 ORANGE COUNTY</p>	<p>ISSUANCE DATE FEBRUARY 4, 2000</p> <p>EXPIRATION DATE JUNE 30, 2020</p> <p>CURRENT DATE / TIME APRIL 27, 2019 4:40:30 PM</p>

 	
 <p>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</p> <p>LICENSING DETAILS FOR: 68407</p> <p>NAME: PASSALACQUA, JULIA ANN LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR </p>	<p>ISSUANCE DATE JUNE 24, 2005</p> <p>EXPIRATION DATE SEPTEMBER 30, 2019</p> <p>CURRENT DATE / TIME APRIL 27, 2019 4:33:30 PM</p>



REQUIRED LICENSING AND CERTIFICATIONS

 	
 <p>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</p> <p>LICENSING DETAILS FOR: 71667</p> <p>NAME: COSPER, JOSHUA DAVID LICENSE TYPE: CIVIL ENGINEER LICENSE STATUS: CLEAR </p> <p>ADDRESS 6166 INDIGO AVENUE ALTA LOMA CA 91701 SAN BERNARDINO COUNTY</p>	<p>ISSUANCE DATE JULY 27, 2007</p> <p>EXPIRATION DATE DECEMBER 31, 2019</p> <p>CURRENT DATE / TIME APRIL 27, 2019 4:41:53 PM</p>

 	
 <p>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</p> <p>LICENSING DETAILS FOR: 8774</p> <p>NAME: COSPER, JOSHUA DAVID LICENSE TYPE: LAND SURVEYOR LICENSE STATUS: CLEAR </p> <p>ADDRESS 6166 INDIGO AVENUE ALTA LOMA CA 91701 SAN BERNARDINO COUNTY</p>	<p>ISSUANCE DATE JULY 16, 2010</p> <p>EXPIRATION DATE DECEMBER 31, 2020</p> <p>CURRENT DATE / TIME APRIL 27, 2019 4:42:46 PM</p>



REQUIRED LICENSING AND CERTIFICATIONS

**BOARD FOR PROFESSIONAL
ENGINEERS, LAND SURVEYORS,
AND GEOLOGISTS**

ISSUANCE DATE
DECEMBER 15, 2015

EXPIRATION DATE
MARCH 31, 2020

CURRENT DATE / TIME
APRIL 27, 2019
4:45:43 PM

LICENSING DETAILS FOR: 84987

NAME: MITTICA, PAUL J

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS
PO BOX 1421
GUASTI CA 91743
SAN BERNARDINO COUNTY

STATE OF CALIFORNIA

CALIFORNIA ARCHITECTS BOARD
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

ARCHITECT

LICENSE NO. C 31476
RECEIPT NO. 71450661

VALID UNTIL JULY 31, 2019

ANTONIO FINALDI
3215 TAMARISK LANE
CORONA CA 92881

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

05/30/17
05/30/17

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07



REQUIRED LICENSING AND CERTIFICATIONS

 	
 <p>BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS</p>	
<p>LICENSING DETAILS FOR: 52617</p>	
<p>NAME: MORRISON, ROBERT DAVID</p> <p>LICENSE TYPE: CIVIL ENGINEER</p> <p>LICENSE STATUS: CLEAR </p>	
<p>ISSUANCE DATE JULY 8, 1994</p> <p>EXPIRATION DATE DECEMBER 31, 2020</p> <p>CURRENT DATE / TIME APRIL 29, 2019 11:58:48 AM</p>	

<p style="text-align: center;">STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE</p>	
<p><small>The license information shown below represents public information taken from the Department of Real Estate(DRE) database at the time of your inquiry. It will not reflect pending changes which are being reviewed for subsequent database updating. Also, the license information provided includes formal administrative actions that have been taken against licensees pursuant to the Business and Professions Code and/or the Administrative Procedure Act. All of the information displayed is public information. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.</small></p> <p style="text-align: center;">License information taken from records of the Department of Real Estate on 4/29/2019 4:02:19 PM</p>	
License Type:	BROKER
Name:	Morrison, Robert David
Mailing Address:	1618 DEL DAYO DR CARMICHAEL, CA 95608
License ID:	01837271
Expiration Date:	12/11/19
License Status:	LICENSED
Broker License Issued:	12/12/07
Former Name(s):	NO FORMER NAMES
Main Office:	1618 DEL DAYO DR CARMICHAEL, CA 95608
DBA	NO CURRENT DBAS
Branches:	525 B STREET SUITE 1500 SAN DIEGO, CA 92101
Affiliated Licensed Corporation(s):	<p>02085366 - Officer Expiration Date: 02/21/23 Morrison Consulting Services, Inc.</p> <p>01342473 - Officer Expiration Date: 04/01/20 Bender Rosenthal Inc OFFICER CANCELED AS OF 10/25/18</p>
Comment:	<p>NO DISCIPLINARY ACTION</p> <p>NO OTHER PUBLIC COMMENTS</p>
<p>>>>> Public information request complete <<<<</p>	

Move Forward



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Ontario, CA 91764 • (909) 291-7246

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Oakland • Ontario • Sacramento • San Carlos • Walnut Creek

markthomas.com

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS, INC.
MCKINLEY STREET GRADE SEPARATION
PROJECT MANAGEMENT SERVICES
CITY OF CORONA PROJECT NO. 2012-12**

1. PARTIES AND DATE.

This Agreement is made and entered into this **19th** day of **June, 2019** (“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, Inc** a California Corporation with its principal place of business at 3400 Inland Empire Boulevard, Suite 101, Ontario, CA 91764 (“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 **Project Management 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 **McKinley Street Grade Separation Project Management Services, City of Corona Project No. 2012-12, RFP No. 19-026CA** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services for the **McKinley Street Grade Separation Project Management Services, City of Corona Project No. 2012-12, RFP No. 19-026CA** 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 **June 19, 2019** to **June 30, 2023** (“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: **Darin Johnson, PE.**

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

3.2.6 Consultant’s Representative. Consultant hereby designates **Darin Johnson, PE**, 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 claim or occurrence, **\$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 and Products and Completed Operations hazards (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

3.2.10.5 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 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 **Two Million Six Hundred Seventy-Five Thousand One Hundred Twenty-Nine Dollars (\$2,675,129)** ("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. 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 Project Manager. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.6 General Provisions.

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

Consultant:

Mark Thomas
3400 Inland Empire Blvd, Suite 101
Ontario, CA 91764
Attn: Darin Johnson, PE

City:

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

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

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

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

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

City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS, INC
MCKINLEY STREET GRADE SEPARATION
PROJECT MANAGEMENT SERVICES
CITY OF CORONA PROJECT NO. 2012-12

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

CITY OF CORONA

By: _____
Nelson D. Nelson, PE
Public Works Director

Reviewed By:

Tom Koper, PE
Assistant Public Works Director/City Engineer

Reviewed By:

Cita Longworth
Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MARK THOMAS, INC.
MCKINLEY STREET GRADE SEPARATION
PROJECT MANAGEMENT SERVICES
CITY OF CORONA PROJECT NO. 2012-12

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

MARK THOMAS, INC.
a California Corporation

By: _____
Rob Himes, PE
President

By: _____
Matt Brogan
Secretary

**EXHIBIT “A”
SCOPE OF SERVICES**



WORK PLAN

PROGRAM MANAGEMENT

As the City's Project Manager, Mark Thomas will pursue and secure additional funding sources; attending Project Development Team (PDT) meetings and utility coordination meetings; monitor the schedule to ensure milestones are being met and track progress with action items; monitor and review project submittals; and control contract budgets to ensure that services are consistent with the Design Consultant's proposal.

Mark Thomas will meet with the City/BCA/Paragon Partners to establish bi-monthly Right of Way and Utility Focus Meetings through anticipated completion of Right of Way Certification/Completion of Utility Relocation to review parcel acquisition/utility coordination/tenant relocation status and critical issues. Additionally, Mark Thomas will provide direction to the project team upon our initial mobilization to establish the framework for a detailed schedule and estimate of right of way/utility capital expenditures format, including update/distribution schedules, to use as the basis of tracking delivery/progress in the focus meetings. As negotiations progress with property owners, tenants, and utility purveyors, Mark Thomas will attend on-site meetings/conduct separate meetings as the City's representative as necessary with project stakeholders/municipal agencies to facilitate progress/remove constraints. Lastly, Mark Thomas will operate as an extension of staff reviewing right of way/utility submittals, preparing administrative reports and agendas for City Council/Commission Hearings, and present relevant information to the City/Public as necessary.

The following scope items are anticipated for this task:

1.1 Program Management

- Tracking/managing all budgetary-related aspects and sub-consultants associated with Mark Thomas' scope of work.
- Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- Provide ongoing general consultation and project coordination with the City, project stakeholders, and team members.

1.2 Data Collection/Management

- Secure and review data and reports from the City and the BCA Team that have already been completed. Examples include 35% Plans, Specifications and Estimates and any supporting data.
- Secure initial Right of Way Acquisition/Tenant Relocation Case Files from Paragon Partners and establish file transfer protocol between Mark Thomas and Paragon Partners as acquisition/relocation milestones are completed for up to twelve (12) properties and fifteen (15) displacements.
- Secure initial Utility Relocation Case Files from Paragon Partners or BCA and establish file transfer protocol between Mark Thomas and Paragon Partners/BCA as utility relocations milestones are completed for up to nine (9) utility owners and forty (40) conflicts.
- Secure Project Improvement Plans, Specifications and Estimates from BCA at the 65%, 90% and Final submittals.

1.3 Meetings

- Attend Monthly Project Development Team (PDT) Meetings. Monitor action items and schedule to ensure milestones are being met and track progress of the action items.
- Attend weekly Project Focused meeting – by phone or in person as necessary. It is assumed these weekly meetings will occur during the first two years of the project to keep the project moving and on-track.
- Conduct Bi-Monthly Right of Way Focus Meetings commencing July 2019 through September 2020 including preparation of Agendas and distribution of Meeting Minutes/Action Items.
- Conduct Bi-Monthly Utility Focus Meetings commencing July 2019 through September 2020 including preparation of Agendas and distribution of Meeting Minutes/Action Items.
- Attendance of up to twenty-four (24) meetings with property owners, tenants, BNSF, utility owners, Caltrans



and other jurisdictional approval/oversight agencies as necessary.

- Secure City templates for all Resolutions of Necessity, Administrative Reports, Council Agendas for as necessary updates/document preparation to support the City.
- Attendance of up to sixteen (16) City Council Meetings/Commission Hearings including preparation of Administrative Report supporting data or presentation materials. Conduct as necessary presentations for up to four (4) Resolution of Necessity Hearings as necessary.

1.4 Submittal Review and Processing

- Provide review of 65%, 90%, and 100% submittals. Review Plans Issued for Bid and the Conformed Plans and Specs issued for Construction.
- Provide up to one (1) review for industry accepted practice/regulatory compliance of each the following submittals/documentation and provide Submittal Approvals/Comments:
- Right of Way Acquisition (12 cases): Right of Way Requirements, Deeds/Legal Descriptions/Plat Maps, Curative Studies/Plans, Fee/Review Appraisals, F&E/Goodwill Appraisals, Phase I/II ESAs / HMDDs, Offers/ Just Compensation, Purchase & Sales Agreements, Administrative Settlements, Orders of Possession/Final Orders of Condemnation, right of way Certification Forms, Construction Obligations.
- Relocation (15 cases): General Information Notice, Relocation Interview Notes, Notice of Eligibility, 90 Day Advisory Notice, 30 Day Relocation Notice, Relocation Claims/Backup Receipts and Documentation.
- Utility Coordination (9 Owners, 40 Conflicts): Introductory Notice, As-Built Information, Utility Pothole Plans, Report of Investigation, Relocation Claim Letter, Utility Agreements, Relocation Plans/Schedule, Utility Portion of Right of Way Certification.
- Review of the updated Right of Way Data Sheet prepared by Paragon Partners as necessary to support the Caltrans Right of Way Certification submittal requirement.

1.5 Document Preparation

- Preparation of up to forty (40) Notices to Owner to relocate utility facilities including distribution to each Utility Owner using either Caltrans or City accepted formats.

1.6 Project Controls/Financials

- Obtain and review contracts, amendments, invoices, progress reports, and other financial documents from the BCA team to determine contract spending to date and forecasts for future spending.
- Review monthly invoices and progress reports from BCA and their subconsultants.
- Secure Right of Way/Utility Relocation Capital Expenditures Estimate to provide initial direction to BCA/ Paragon Partners on suggested format revisions to better accommodate updates for actuals based on the following completed milestones
 - Right of Way: Just Compensation Determination, Completion of Goodwill Appraisals, Purchase/Sale Agreement/Order of Possession, Final Order of Condemnation.
 - Relocation: Completion of Relocation Interviews, Submittal of Claim Receipts/Invoices for Relocation/ moving/Re-establishment.
 - Utilities: Execution of Utility Agreements, Utility Owner Supplied Cost Estimates/Final Invoices, and Completion of Estimates/Bid Award for Project constructed facilities.
- Provide monthly audits of the Right of Way and Utility Capital Expenditures Estimates noting recommended updates based on completed milestones, and distribution of a Summary Report on noted trends of increasing/decreasing estimated costs through September 2020.



- Secure Right of Way/Utility Relocation Delivery Schedules to provide initial direction to BCA/Paragon Partners on suggested format revisions to better accommodate updates for completed milestones and accountability.
- Provide monthly audits of the Right of Way and Utility Relocation Delivery Schedules noting recommended updates based on completed milestones.

1.7 Obtain Additional Funding Sources

- Mark Thomas will prepare grant applications for Trade Corridor Enhancement Program (TCEP) and Section 190 program, including supportive exhibits, narratives, and benefit cost analyses.
- Mark Thomas will coordinate with CPUC, Caltrans, and CTC staff to enhance grant funding applications.

DELIVERABLES:

- Attendance at Monthly PDT Meetings – monthly for the 4-year duration of the project
- Attendance at weekly conference calls – weekly for the first two years of the project
- Right of Way Focus Meeting Agendas/Meeting Minutes (Two per Month from July 2019 through September 2020).
- Utility Coordination Focus Meeting Agendas/Meeting Minutes (Two per Month from July 2019 through September 2020).
- Resolution of Necessity Presentations/Documentation (Up to 4).
- City Council Agenda/Administrative Report Preparation (Up to 16).
- Notice to Owner to Relocate Utilities (Up to 40).
- Right of Way/Relocation/Utility Submittal Approvals/Comments for twelve (12) property acquisition cases, fifteen (15) commercial displacements, and nine (9) utility owners (1 Review per Document).
- Monthly Distribution of Cost Estimate Summary Report (One Update per Month from July 2019 through September 2020).
- Grant Funding Applications and Supportive Materials (Up to 4).

Assumptions/Clarifications:

- Preparation of all right of way acquisition, relocation and utility coordination submittals other than the preparation of the Notice to Owner to Relocate Utilities will be performed by either BCA or Paragon Partners and made available upon request.
- Updates to project schedule and capital expenditures will be performed by either BCA or Paragon Partners, our scope is limited to review/audits and suggested revisions/additions based upon supplied submittals/completed milestones.
- September 2020 is listed as the termination date of many activities as it is assumed Right of Way Certification and Utility Relocation (other than those to be performed by the Project Contractor awarded by the City) will be completed as identified in the Project Schedule.
- Our Utility Coordination scope does not include the inspection of relocated utilities, it is assumed this will be performed by others.
- Mark Thomas has secured Monument to assist in review of Right of Way Acquisition/Relocation documents for expediting review processing time as necessary.



OPTIONAL SERVICES

Risk Management/Impact Assessment

Mark Thomas will conduct parcel specific focus meetings with the City and their respective eminent domain council, BCA, Paragon Partners and assigned fee appraisal subconsultants. Prior to the meeting Mark Thomas will provide a comprehensive agenda for each parcel illustrating known impacts, items with potential for unforeseen/indirect impacts, initial assessments of curative work versus construction contract work (i.e. Project Contractor), and draft analysis of restrictions/reservations of rights to minimize potential damages/loss of good will. Upon completion of meetings, Mark Thomas will provide a summary report to the project team illustrating the recommended course of action for acquisition approach, project contractor construction items, and risk management strategies such as parallel paths/parcel mitigation planning identified in each meeting. Additionally, Mark Thomas has secured STK Architects, Inc. to provide direction on potential building modification impacts/ strategies as necessary.

Additionally, Mark Thomas will contact Utility Owners prior to issuance of the Notice to Owner to Relocate to review project and their utility impacts and request suggestions on potential replacement areas/means and methods of construction of their utility in consideration of our right of way planning efforts.

The following scope items are anticipated for this task:

1. Preparation of Impact Assessment Meeting Agendas for up to twelve (12) larger parcel impacts including initial questions/analysis/risk associated with the following:
 - a. Lease/business operational impacts that could lead to full acquisition/relocation.
 - b. Potential for unforeseen significant loss of business goodwill claims.
 - c. City land use/zoning/setback conflicts/fire code required access conflicts.
 - d. Impacted parcels not included within the Area of Potential Effect (APE) requiring NEPA/CEQA re-validation.
 - e. Treatment Control BMP requirements for potential additional fee acquisition.
 - f. Sound wall requirements, including temporary construction access and long-term maintenance access for potential footing/maintenance easements.
 - g. ADA compliancy issues for width and obstructions at sidewalks and driveways for potential additional fee acquisition.
 - h. Sign/Light/Signal Pole foundation and equipment conflicts for potential additional fee acquisition/easements.
 - i. Side slope requirements per local agency/Caltrans requirements.
 - j. Additional landscape/slope repair areas adjacent to improvements.
 - k. Temporary work areas and construction easements for accessibility and constructability needs, including areas where restricting usage of the temporary easements could have substantial acquisition cost savings.
 - l. Utility service relocation/clearance issues for potential easements.
 - m. Potential areas for replacement rights for known utility conflicts.
 - n. Identified impacts that cannot be acquired under the threat of eminent domain.



2. Strategize with project team in identifying opportunities to optimize the right of way footprint that will result in avoiding and/or minimizing impacts along the corridor.
3. Identification of post construction and potential cost to cure mitigation solutions, including:
 - a. Driveway and access vertical and horizontal replacement existing/proposed sections
 - b. Loss of parking replacement
 - c. Horizontal/vertical layout alternatives to avoid long lead/high cost parcels
 - d. Building/structural modification opportunities to avoid full acquisition/relocation
4. Strategize with the team on potential for operating both voluntary approaches more favorable to property owners (i.e. land swap considerations, temporary leasing of adjacent parking lots during construction to offset lost parking, alternative access from private properties, etc.) enticing them to sign sooner, or less costly to the City, to implement parallel to acquisition approach as identified in the Impact Assessment meetings using an eminent domain approach. Development of a Risk Management Matrix illustrating suggested alternative approaches/risk management items per parcel and distribution to the Project Team, includes up to six (6) monthly edits based upon completion of Impact Assessment, planning meetings with Utility Owners, and commencing initial property owner offer submittals.
5. Conduct up to nine (9) planning meetings with Utility Owners to review project plans/develop strategies to stream line the identification of replacement rights/construction schedule prior to receiving final relocation plans/schedules (estimated in October 2019).

DELIVERABLES:

- Impact Assessment Focus Meeting Agendas/Meeting Minutes (up to 12).
- Risk Management Matrix (Initial development with up to 6 revisions).
- Utility Owner Planning Meeting Correspondence Summary Memorandums (up to 9).

Assumptions/Clarifications:

- Mark Thomas cannot guarantee the cooperation of the impacted utilities, nor the accuracy of the provided information from the planning meetings. These are tool to receive a better direction/understanding to implement cost/schedule saving strategies with provided Utility Owner input prior to the completion of 65% plans and fee appraisals.



Parcel Mitigation Planning

Mark Thomas has identified the following properties with significant impacts resulting in potential costly severance damages and high potential for loss of business goodwill claims/unnecessary occupant relocation that could have substantial cost savings with preparation of preliminary site/building modification plans to support the appraiser and right of way staff's determination of fair market value, estimated loss of good will potential, and relocation assistance costs.

Parcel Mitigation Planning Properties			
Parcel ID	APN/Address	Owner (Tenant/Occupancy)	Impacts to Mitigate
2	APN: 115-300-050 3848 N. McKinley St	BPL (Misc. Commercial Retail/Fast Food)	Lost parking and realignment of the drive through exit.
3	APN: 172-050-001, 002, 003, & 005 115/123/125/131 N. McKinley St	DD & EC & E, LLC (Dollar Tree and Misc. Commercial Retail/Fast Food)	Lost parking, significant realignment to internal parking circulation, parking lot repair for utility trenchwork, and building modifications to accommodate relocated utility mains.
4	APN: 172-050-006 No Address	Carsten Company; RHI WWW (Food 4 Less)	Lost parking, significant realignment to internal parking circulation, and parking lot repair for utility trenchwork.
10	APN: 115-290-034 2199 Sampson Ave	Goodell Properties, LLC (Carl's Jr)	Lost parking, significant realignment to internal parking circulation, and parking lot repair for utility trenchwork.
11	APN: 172-420-003 through 005 151/161 N. McKinley St / 2275 Sampson Ave	CPI Properties (Outback / Denny's / Miscellaneous Commercial Retail)	Substantial amount of lost parking, and significant realignment to internal parking circulation and site configuration.

Based upon preliminary discussions with the City and review of available record information, it appears site curative configurations may have been developed by BCA or Paragon Partners, however it was assumed the design configurations were preliminary in nature and were not designed using City municipal code/land use/setback/land development design guidelines, nor circulated through the City's miscellaneous permitting departments. Should this assumption be incorrect, Mark Thomas will utilize them as part of our Parcel Mitigation Planning analysis.

Mark Thomas will provide a Mitigation Summary Report illustrating preliminary curative design plans, corresponding estimate of probable costs for all improvements associated with proposed curative plan (including permits/plan check fees and administrative/design costs), and summary of pertinent findings (i.e. zoning issues, pre/post parking conditions, property owner discussions, etc.) based upon meetings with the property owner and project team. Prior to finalizing the report, Mark Thomas will meet with the City Engineering's/Planning/Building and Safety Departments for a courtesy review and direction on non-conforming land use issues (substandard parking lot dimensions, less than current parking/building setbacks) constructed under previous municipal code requirements magnified by the project impacts.



The following scope of services is included as part development of a Mitigation Summary Report:

1. Attendance of pre-appraisal on-site meeting and up to two (2) follow up meetings with project team and appraisal staff as necessary to complete conceptual curative design plan.
2. Preparation of conceptual curative design plan depicting proposed project improvements and right of way needs, proposed site/building modifications, utility service line impacts, drainage design improvements/elevations/slopes, parking/building square foot pre/post mitigation summary, parcel lines, topography, and zoning setback requirements.
3. Up to one (1) submittal of conceptual curative design plan to City Departments for courtesy review/approval (as necessary on non-standard issues).
4. Preparation of a comprehensive estimate of probable costs identifying administrative, professional services, City/County permit and development fees, demolition, construction, and appropriate contingencies for appraisal severance damage valuation/negotiation purposes.
5. Preparation of Mitigation Summary Report including compilation of the curative site plan/estimated costs, written summary of assumptions, constraints and conflicts, summary of site/building modifications, estimated durations, and curative elements to be borne by the project/paid to the property owner.
6. Provide QA/QC of final work product, submit to client and other Project Team members, and respond to inquiries.

DELIVERABLES:

- Mitigation Summary Reports – (Up to 5)

Assumptions/Clarifications:

It is understood the purpose of this report is to support the fee appraiser's recommendation of fair market value and negotiation efforts and will not be utilized for construction/securing permits from the local jurisdiction. Mark Thomas has secured STK Architecture, Inc. who will provide all Architectural analysis involved with Building modifications necessary to support the project.

Construction Obligations

Mark Thomas will secure pertinent acquisition documentation/agreements and prepare a Construction Obligation Binder with summary table with all critical Contractor/Property Owner performance items/relevant acquisition duration/use items associated with each acquired interest to be included within BCA's development of the project specifications/bid documents. Mark Thomas will perform weekly field inspections of Contractor's work within acquired rights of way/easements to ensure compliance with terms in the agreement/order of possession. Inspections are anticipated to occur twice per week through Construction Closeout estimated in December 2020. Final inspection documentation and notes will be provided to the City upon completion of all work.

We will provide the following services as part of Construction Obligations/Developer Monitoring:

1. Compile all orders of possession, deeds, right of way requirements maps/acquisition documents, executed agreements and any other pertinent information and develop a Construction Obligation Binder including a parcel summary table, key documentation per each parcel, pre-construction photographs, and curative site improvement plans/estimates. Distribute Construction Obligation Binder to the City/BCA for their use and incorporation in the project bid documents.

2. Institute a notification plan for means/methods of acquired property requests from the Project Contractor to the City.
3. Upon receiving written notification of dates anticipated to occupy/use acquired property interests, notify property owner in advance of requested date per the previously agreed upon advanced notice duration in the order of possession/right of way agreement.
4. Perform up to two (2) weekly property inspections during construction and compile inspection reports illustrating work performed in R/W and any non-compliance or non-conformance related issues per terms in the order of possession/right of way agreement. Provide summary reports to the City on a monthly basis for all non-compliance or non-conformance related issues.
5. Coordinate with the City's Construction Manager to issue stop notices/correctional notices as necessary to the Project Contractor when performed work in a non-compliant manner with respect to the signed property owner agreements/final orders of condemnation.
6. Conduct on-site meetings as part of inspection efforts with Developer as necessary to develop action plan for additional interests or necessary change in conditions from previously secured agreements with property owner. Review action plan with the City for resolution.

DELIVERABLES:

- Construction Obligation Binder (Up to 1 including 12 parcels).
- On-Site Property Inspections (Weekly commencing in May 2021 through December 2022).

Assumptions/Clarifications:


- Inspections noted herein are not intended to inspect materials/performance of work and are only limited to the Contractor's use of City acquired property interests with respect to City's obligations for removals/ improvements/terms of use made to the property owner as part of the negotiation efforts.
- Inspections are anticipated to be no more than eight (8) hours per each day and two (2) days per week throughout construction.

EXHIBIT “B”
SCHEDULE OF SERVICES

CONSULTANT SHALL COMPLETE THE SERVICES WITHIN THE TERM OF THIS AGREEMENT, AND SHALL MEET ANY OTHER ESTABLISHED SCHEDULES AND DEADLINES

**EXHIBIT “C”
COMPENSATION**

COST PROPOSAL FOR PROJECT SCOPE: McKinley Street Grade Separation Project Management Services

	Mark Thomas															Subconsultants			TOTAL COST
	Sr. Principal \$463	Project Manager \$362	Engineering Manager \$310	Sr. Technical Lead \$259	Technical Lead \$213	Design Engineer II \$140	Technician \$99	Sr. R/W Engineering Manager \$245	Sr. Utility Coordinator \$182	Sr. R/W Coordinator \$182	Sr. LAUD Division Manager \$268	Sr. Funding Specialist \$169	Sr. Graphic Designer \$128	Total Hours	Total MT Cost	GPA	MONUMENT (R/W)	STK, INC. (R/W)	
1.0 PROJECT MANAGEMENT AND COORDINATION																			
1.1 Program Management		600			140			500						1240	\$369,510	-	-	-	\$369,510
1.2 Data Collection/Management					32	32			32	32				128	\$22,916	-	-	-	\$22,916
1.3 Meetings (PDT, R/W, Utility, City Council)	42	480	54	54	240			182	132	164				1348	\$373,412	34,440	-	-	\$407,852
1.4 Submittal Review and Processing	224	500	500	500	224			192	242	548	424			3354	\$921,392	58,119	15,000	-	\$994,511
1.5 Document Preparation								20	72					92	\$18,011	-	-	-	\$18,011
1.6 Project Controls / Financials		88				132		72	132	132				556	\$115,976	-	-	-	\$115,976
1.7 Obtain Additional Funding Sources												88	16	104	\$16,908	-	-	-	\$16,908
Subtotal Phase 1	266	1668	554	554	636	164	0	966	610	876	424	88	16	6822	\$1,838,126	\$92,559	\$15,000	\$0	\$1,945,685
TOTAL HOURS	266	1668	554	554	636	164	0	966	610	876	424	88	16	6822					
Anticipated Salary Increases															\$0	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS															\$0	\$0	\$0	\$0	\$0
TOTAL COST	\$123,225	\$603,616	\$171,496	\$143,719	\$135,182	\$22,881	\$0	\$236,912	\$111,038	\$159,458	\$113,691	\$14,868	\$2,040		\$1,838,126	\$92,559	\$15,000	\$0	\$1,945,685
OPTIONAL TASKS - VALUE ENGINEERING SERVICES																			
1.1 Impact Assessment Coordination/Planning		40						108	60	140				348	\$77,368	-	-	5,000	\$82,368
1.2 Risk Management Strategies		24						128	60	180				392	\$83,764	-	-	-	\$83,764
1.3 Parcel Mitigation Planning		16				160	400	80						656	\$87,409	-	-	5,000	\$92,409
1.4 Construction Obligation Preparation/Coordination		40						408		1320				1768	\$354,817	-	-	-	\$354,817
1.5 Environmental Commitments Review and Compliance														0	\$0	26,487	-	-	\$26,487
1.6 Six-month close out extension		120				120		120						360	\$89,598	-	-	-	\$89,598
Subtotal Optional Tasks	0	240	0	0	0	280	400	844	120	1640	0	0	0	3524	\$692,957	\$26,487	\$0	\$10,000	\$729,444
TOTAL HOURS - OPTIONAL	0	240	0	0	0	280	400	844	120	1640	0	0	0	3524					
Anticipated Salary Increases															\$0	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS - OPTIONAL															\$0	\$0	\$0	\$0	\$0

5/30/2019

**EXHIBIT “D”
RATE SCHEDULE**



EXHIBIT A
Mark Thomas & Company, Inc. Rate Schedule
 Expires June 30, 2023*

HOURLY CHARGE RATES

Engineering Services

Sr. Principal	\$463
Project Manager	\$362
Sr. Engineering Manager	\$332
Engineering Manager	\$310
Practice Area Leader	\$284
Sr. Project Manager	\$238
Sr. Technical Lead	\$259
Technical Lead	\$213
Sr. Project Engineer	\$167
Sr. Technical Engineer	\$167
Project Engineer	\$146
Design Engineer II	\$140
Design Engineer I	\$103
Sr. Technician	\$123
Technician	\$99
Intern	\$60

Survey Services

Sr. Survey Manager	\$225
Survey Manager	\$210
Sr. Project Surveyor	\$190
Project Surveyor	\$160
Sr. Surveyor	\$145
Surveyor	\$125
Lead Survey Technician	\$150
Sr. Survey Technician	\$125
Survey Technician	\$110
Survey Intern	\$75
Single Chief	\$150
Single Chainman	\$125
Apprentice	\$80
1 Person Field Crew	\$175
2 Person Field Crew	\$275
3 Person Field Crew	\$375

Urban Planning/Landscape Architecture Services

Sr. LAUD Division Manager	\$268
LAUD Division Manager	\$230
Sr. LAUD Project Manager	\$200
LAUD Project Manager	\$178
Landscape Architect II	\$145
Landscape Architect I	\$107
Landscape Designer II	\$98
Landscape Designer I	\$72
Intern	\$60

Project Support/Coordination Services

Sr. Project Accountant	\$130
Project Accountant	\$103
Sr. Project Coordinator	\$124
Project Coordinator	\$98
Sr. Project Assistant	\$94
Project Assistant	\$66
Sr. Technical Writer	\$107
Technical Writer	\$68
Sr. Graphic Designer	\$128
Graphic Designer	\$83

District Management Services

Deputy District Manager	\$247
Sr. Inspector	\$124
Inspector	\$90

ROW/Utilities Services

Sr. ROW Engineering Manager	\$245
Sr. Utility Coordinator	\$182
Sr. ROW Coordinator	\$182

Construction Management Services

Resident Engineer	\$236
Construction Inspector	\$159

Funding/Grant Writing Services

Sr. Funding Specialist	\$169
Funding Specialist	\$125

Special Services

Expert Witness	\$405
Strategic Consulting	\$405

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%