

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
RIOS. INC.**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this 16th day of October, 2024 by and between the City of Corona (“City”) and RIOS, Inc., a California Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated November 15, 2023 (“Agreement”), whereby Consultant agreed to provide professional Architectural and Engineering Design consulting services for the City Park Revitalization Project.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Agreement for Architectural and Engineering Design consulting services for the City Park Revitalization Project on or about July 17, 2024 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the Second time to 1.) Revise the Rates & Total Compensation; 2.) Incorporate Exhibit “A-2” (Scope of Services); and 3.) Incorporate Exhibit “C-2” (Compensation)

**3. TERMS.**

3.1 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Eight Million Two Hundred Thirty-Three Thousand and Ninety-Nine Dollars (\$8,233,099) (“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.”

3.2 Exhibit “A” (Scope of Services) – Exhibit “A” is amended to include additional design services for the City Park Revitalization project attached hereto as Exhibit “A-2” and incorporated herein for reference.

3.3 Exhibit “C” (Compensation) – Exhibit “C” is amended to include the cost of the additional design services for the City Park Revitalization project attached hereto as Exhibit “C-2” and incorporated herein for reference.

3.4 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
RIOS. INC.**

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

**CITY OF CORONA**

By: \_\_\_\_\_  
Savat Khamphou  
Public Works Director

Reviewed By: \_\_\_\_\_  
Keegan Olds  
Acting Assistant City Engineer

Reviewed By: \_\_\_\_\_  
Rachel McLure  
CIP Supervisor

Reviewed By: \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

Attested by: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE  
FOR  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
RIOS. INC.**

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

**RIOS, Inc.**  
a California Corporation

By: \_\_\_\_\_  
Robert G. Hale  
Secretary

By: \_\_\_\_\_  
Mark Rios  
Chairman of the Board

**EXHIBIT "A-2"**  
**SCOPE OF SERVICES**  
**(SUPPLEMENTARY)**

In addition to the Scope of Services provided for in Exhibit "A" of the Agreement, and "A-1" of the First Amendment, Consultant shall also complete the scope of services outlined in Exhibit "A-2" of the Second Amendment.

Scope of Services for the additional design services are as follows:

Scope 1: 30% Construction Documents Redesign

Consultant will work with the client and the consultants to adjust the building and landscape design to incorporate the added full size indoor basketball court, revised splash pad and hot tub. Work to include: Architecture:

- Develop two (2) plan options with 1 revision that would address Gymnasium expansion to accommodate an extra indoor basketball court
- Redesign of façade due to revised building footprint
- Redesign roof geometry • Update BIM model
- Coordinate with Landscape on revised building footprint and adjustment in location.
- Coordinate with Structural (WPM), MEP (MEE) and lighting (MEE) consultants in revised building size & layout.
- Redraw/Adjust 53 out of 63 pages of the 30% Construction Documents set.
- Review and coordinate consultant drawings
- Coordinate new 30% pricing with Cost Estimator (Cumming)

Interiors (no fee addition):

- The design direction for each space from previous work will remain.

Landscape:

- Redevelopment of the hardscape plan: including realignment with the new form of the building, relationship between building and aquatic center, outdoor fitness area, outdoor banquet area, relationship with the community canvas, realignment of parking lot (and any potential parking count adjustments – adding additional to another lot)
- Incorporating relocation of splash pad and removal of built seating for community living room, development of features/additions to the splash pad to align with city vision

- Reorientation of paths and circulation geometry in line with the reduction of hardscape spaces and the development of the new community living room, splash pad, and loop organization in conjunction with community canvas and relocation of program elements
- Redocumenting the irrigation (hydrozone) plans in line with adjustments of planting, circulation, and programming, and confirmation of planting plans in conjunction with those plans

### Scope 2: Project Phasing Documentation

Consultant will work with the consultants to split the project into 3 sets of drawings according to phasing plan, from 60% Construction Documents through 100% Construction Documents.

### Scope 3: Extended Design Schedule

Consultant will continue to support the Client during the 18 weeks of pricing, city review and value-engineering conversations at the end of the 30% CD, 60% CD and 90% CD issuances.

In addition, the Consultant will credit the client \$25,000 for removing stand along restroom building from scope.

Consultant will also be servicing the attached Structural, MEP, Lighting, Civil, Cost Estimate, Traffic and Arborist consultant proposals for the scope of services provided, attached in Scopes A-G:

- Structural scope as described in attached Scope A.
- MEP + Lighting scope as described in Scope B and Scope C.
- Cost Estimate scope as described in Scope C.
- Civil Engineering scope is to incorporate project phasing into the project and provide a precise grading plan as described in Scope D.
- Traffic Engineering's scope is to adjust the traffic scoping to include two additional park sites per the City's request, as described in Scope D.
- Arborist scope as described in Scope E.
- Dry Utility scope as described in Scope F.
- Relocation of Corona Santa Fe Depot train building as described in Scope G.

## **Structural Scope - Scope A**

### **Scope of Additional Services (Community Building Redesign & Phasing) to be completed by Walter P. Moore and Associates:**

1. Provide structural engineering redesign of the Community building based on a new plan layout with added indoor basketball court, outdoor hot tub, revised splash pad, revised roof plan extent, revised MEP wells, and deletion of the exterior ramp walkway. These revisions require redesign of approximately 30% of the Schematic Design work completed that includes redesign of the gravity framing and foundations, lateral framing and foundations, Roof MEP mechanical well framing and any site structural items.
2. Provide structural BIM/Revit modeling and drafting effort for the redesign of the Community building based on a new plan layout with added indoor basketball court, outdoor hot tub, revised splash pad, revised roof plan extent, revised MEP wells, and deletion of the exterior ramp walkway. These revisions require redesign of approximately 30% of the Schematic Design work completed and includes updating the structural BIM Revit model used for Schematic Design drawings.
3. Provide updated Structural Basis of Design Narrative based on the redesign requirements and structural changes required for Schematic Design resubmittal.
4. Provide project phasing for (3) separate sets of drawings as required for structural elements based on Phase 1: Below Grade & infrastructure, Phase 2: Site and Phase 3: Building.

## **MEP + Lighting Scope - Scope B**

### **Scope of Additional Services (MEP, Low Voltage, AV and Lighting – Phasing and SD Redesign – ASR 06) to be completed by M-E Engineers, Inc.:**

1. For Phasing: the unknown nature of how the new park (main building, pool, site, etc.) will be phase could entail multiple design directions. All options will require power (ex irrigation controls will require power) and which option will be first could mean that the main power point of entry could change or have multiple points of distribution. Unfortunately, this will not be known until the DD phase of the project.
2. Provide input to the phasing conceptualization to help with strategy of how the MEP system could best be utilized.
3. It is presumed that this will be a single plan check set.
4. It is presumed that permitting will commence within 18 months after plan check.

5. Title-24 (ENV, MECH, LTG) will be a single package for all the buildings within the single plan check set.
6. Once the phasing concept is in place before the completion of the Design Development phase, the task of strategically sub-dividing the project would commence for all of our multiple disciplines. Depending on how it is divided, there is the possibility that the main power distribution would have to change to accommodate the timing of new phasing plan.
7. As a result, the SD phase (30% Redesign) will have to be redesign.

### **Cost Estimate Scope - Scope C**

#### **Scope of Additional Services (Corona City Park SD Revisions and VE Ad Service) to be completed by Cumming Management Group, Inc.:**

Revitalization of the existing City Park over 20.5 acres. Scope includes a new aquatic center with a 10,000 square foot building for restrooms, changing, office and storage, a 25 yard, 25m pool with dedicated diving and play, a 3,700 square foot activity pool, and shade structures. A splashpad around 10,000 square feet with outdoor showers and restroom, and water features. A universal playground around 12,500 square feet with integrated shade structures, play elements, rubberized surfaces. An all-wheel friendly plaza around 20,000 square feet, with buffer zones for pedestrians, lighting, features, water features and environmental landscaping. Two community buildings around 40,000 square feet. A 1,200 square foot stage and around 150,000 square foot multi use field for soccer/football with storage facilities and walking track. Parking and landscaping. The SD estimate will be revised to incorporate VE and changes requested by the City.

### **Civil Engineering Scope - Scope D**

#### **Scope of Additional Services (Civil Engineering Services for Corona City Park) to be completed by Albert A Webb Associates:**

1. Additional Traffic Counts at two additional park sites.
2. Additional engineering design and coordination



## **Arborist Scope - Scope E**

### **Scope of Additional Services (Arborist Services for Corona City Park) to be completed by West Coast Arborists, Inc.:**

Arborist services. Inspect trees (quantity to be determined) related to upcoming tree maintenance work and provide a general health assessment report with images and maintenance recommendations. Per the City, the report will describe if any of the trees they are proposing to remove are in poor/declining health, but they also want to make sure the trees they are saving are also not in poor/declining health (and if they are, we won't prioritize building around them). In addition, the report will provide direction from West Coast Arborists on what can be done with the trees to be protected in place in terms of long-term care to make sure they are set up for success and can survive the site turning into a construction site for the duration of the project. The City may need to request exploration of roots/air spading in certain areas for posts/footings that may be within critical root zones.

Dry Utility scope as described in Scope F

## **Dry Utility Scope - Scope F**

### **Scope of Additional Services (Dry Utilities Consulting Services) to be completed by Murow Development Consultants:**

#### **Existing Dry Utility Meter and Service Removals (Meters, Poles, Services, and Pad Mounted Equipment)**

- Document existing site conditions via a site visit and/or Google Earth.
- Coordinate with development team in obtaining proper documentation to process any necessary removals (SCE, CATV, Telco, Gas).
  - Process all necessary submittals for removals.
  - Tie gas line back to public street, as needed.
  - Coordinate with Dry Utilities and their respective crews for successful utility removals.
  - Review and facilitate utility invoice(s) for execution and payment between client and utility companies.
  - Attend necessary meetings and telecoms with client and client team.

#### **Relocate Cell Tower**

- Gather and analyze all data available on cell tower (service, infrastructure).
- Develop strategy with client to install a new cell tower to allow construction of the new building.
- Advise client on design of refeed to cell tower and obtain approval from SCE and telecommunication provider.
- Manage coordination with SCE & telecommunication provider to implement cell tower relocation strategy.
- Assist with necessary easement quitclaims and new easements required.

## **Permanent Onsite Dry Utilities (SCE, CATV, Telco)**

- Document existing site conditions via a site visit and/or Google Earth.
- Order utility Will Serve letters and necessary existing utility facilities maps/records.
- Review existing facilities maps/records to make proper determinations and identify potential conflicts.
- Determine best course of action involved in planning SCE, CATV, Telco equipment and routes.
- Coordinate with consultant team to gather all information required for submittals to all utilities.
- Prepare submittal package(s) and submit to all respective utilities (SCE, CATV, Telco).
- Meet with the respective utility representative(s) and submit supplemental plan(s)/information required to initiate onsite design(s).
- Distribute preliminary and final plans to client for review/approval.
- Review and facilitate utility contract(s), invoice(s), and easement(s) (if required) for execution and payment between client and utility companies.
- Attend necessary meetings and telecoms with client and client team.
- Prepare Dry Utilities composite exhibit based on approved plans.
- Prepare Dry Utilities exhibits to assist client and utilities as needed.
- Provide detailed next steps on how to meet in-service dates for electric, and/or communication service.

## **Relocation of Corona Santa Fe Depot train building Scope - Scope G**

**Scope of Additional Services (Relocation of Corona Santa Fe Depot train building) to be completed by Placeworks:**

### **Tasks**

#### **PROJECT MANAGEMENT**

Additional project management and coordination is required given changes to the proposed project and the extension of the project timeline.

#### **PROJECT KICK-OFF**

This task is complete, and no changes are proposed to this task.

#### **PRE-DESIGN SITE INVESTIGATION AND RESEARCH**

This task is complete, and no changes are proposed to this task.

#### **ENVIRONMENTAL ANALYSIS**

See new subtasks below for cost modifications.

#### **CULTURAL RESOURCES INVENTORY/HISTORIC EVALUATION REPORT**

See new subtasks below for cost modifications.

## **IMPACTS REVIEW AND LETTER ADDENDUM (NEW TASK)**

To support the findings under CEQA for the Project, as a sub-consultant to PlaceWorks, ECORP will prepare a brief impacts review and addendum letter to the existing archaeological and architectural resources inventory and evaluation report (ECORP 2024) to add a brief analysis of the proposed relocation into the existing project description, and include a finding of impact regarding the relocation. ECORP will utilize the existing evaluation report (South Environmental 2024) for the Corona Santa Fe Depot as the basis for historical information regarding the building.

ECORP historians will prepare a letter addendum to the existing archaeological and architectural inventory and evaluation report (ECORP 2024) to address the addition of the proposed relocation of the Corona Santa Fe Depot. ECORP will review, summarize, and reference the existing Historical Resources Assessment for the Corona Santa Fe Depot Project (South Environmental 2024) for the impacts review and letter addendum. The summary will include review and identification of historical significance, character defining features, and aspects of integrity. ECORP will include a brief description of the proposed relocation, using information provided by the City and/or the CEQA project team regarding the proposed disassembly, transportation, and reassembly for the building g. Because relocating the building will inevitably remove the building from its historic setting adjacent to the railroad tracks, ECORP understands that the action will cause a significant and unavoidable impact to historical resources. As such, ECORP will not address in detail all of the proposed physical components of the building disassembly, transportation, and reassembly. Rather, ECORP will limit the impacts assessment to focus on effects of the relocation itself on historical resources, to support the findings in the CEQA document. ECORP will prepare a brief letter addendum that includes the impacts assessment, recommendations for adherence, wherever feasible, to the Secretary of the Interior's Standards for the building relocation, and recommendations for measures to mitigate those impacts, presumed to be HABS documentation and Interpretive Panels.

## **HABS DOCUMENTATION (NEW TASK - OPTIONAL)**

Pursuant to the City of Corona's General Plan Technical Update and the Environmental Impact Report's (EIR) Mitigation Monitoring and Reporting Program (MMRP), the City of Corona identified that projects, such as the City Park Revitalization Project, may cause significant and unavoidable impacts to historical resources. Pursuant to compliance with CUL-3 for projects that will cause significant impacts, ECORP will prepare Historic American Building Survey (HABS) like documentation for the Corona Santa Fe Depot building, following the outline as stated in the CUL- 3 measure. Per the outline in CUL-3, the HABS documentation will be prepared by an architectural historian who meets the Secretary of the Interior's Professional Qualification Standards (PQS) in architectural history. The HABS documentation will include an architectural and historical narrative; medium- or large-format black and white photographs, negatives, and prints by a professional historical photographer. And supplementary information such as building plans, elevations, and/or historic photographs. The HABS documentation will be produced on archival paper and offered to appropriate local, state, or federal institutions that may have interest in cataloguing the HABS document. ECORP can assist the City in identifying what institutions would most likely benefit from receiving the document, but ECORP understands the City has discretion on providing the documentation to those institutions.

**ADDENDUM**

Additional budget has been added to cover the revision of the project description and CEQA Addendum to include the relocation of the Corona Depot Building and the impact determinations identified in Task

**EXHIBIT "C-2"  
COMPENSATION  
(SUPPLEMENTARY)**

In addition to the Compensation provided for in Exhibit "C" of the Agreement, and "C-1" of the First Amendment, Consultant shall also receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-2" of the Second Amendment.

Fees for the additional design services are as follows:

30% redesign	\$ 257,320
Project Phasing	\$ 159,997
Extended Duration	\$ 32,400
Subconsultants	\$ 74,910
Depot Building Coordination	\$ 66,982
Credit for restroom building	<u>(\$ 25,000)</u>
 Total	 \$ 566,609