

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
MARK THOMAS AND COMPANY, INC.
(PROJECT MANAGEMENT SERVICES
FOR MCKINLEY STREET GRADE SEPARATION
CITY OF CORONA PROJECT NO. 2012-12/ST-2012-01)**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this ____ day of _____, 2024 by and between the City of Corona (“City”) and Mark Thomas and Company, Inc. (“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 June 19, 2019 (“Agreement”), whereby Consultant agreed to provide professional **Project Management** consulting services.

2.2 Prior Amendment(s). City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about July 21, 2021 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about August 2, 2023 (“Second Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the third time to (1) extend the Term of the Agreement through December 31, 2026; (2) amend the Rate & Total Compensation by \$445,280 to \$4,103,565.00; (3) replace Exhibit “A-2” (Scope of Services) with Exhibit “A-3” (Scope of Services); and (4) replace Exhibit “C-2” (Compensation) with Exhibit “C-3” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 21, 2021, to December 31, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written

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

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C-2” (Compensation) as amended of the Second Amendment are hereby deleted in their entirety and replaced with the following:

“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-3” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Million One Hundred Three Thousand Five Hundred Sixty-Five Dollars (\$4,103,565.00) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “A-3”. Exhibit “A-2” (Scope of Services) of the Second Amendment is hereby deleted in its entirety and replaced with Exhibit “A-3” (Scope of Services) attached hereto and incorporated herein by reference.

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

3.6 Counterparts. This Third 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
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AND
MARK THOMAS AND COMPANY, INC.
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CITY OF CORONA PROJECT NO. 2012-12/ST-2012-01)**

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

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Keegan Olds
Keegan Old
Acting CIP Manager

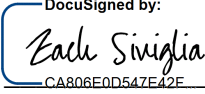
Reviewed By: 
Yasmin Lopez
Purchasing Manager

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

**CONSULTANT'S SIGNATURE PAGE
FOR
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MARK THOMAS AND COMPANY, INC.
a California corporation

By: 
CA806E0D547E42F
Zach Siviglia, PE
President/CEO

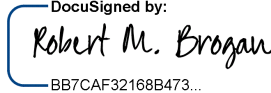
By: 
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Robert M. Brogan
Secretary

EXHIBIT "A-3"

SCOPE OF SERVICES

PROGRAM MANAGEMENT

Consultant will pursue and secure additional funding sources; attend 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.

Consultant will meet with the City, Biggs Cardosa Associates (BCA) and 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, Consultant will provide direction to the project team upon its 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, Consultant 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, Consultant 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 Consultant's 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 Consultant 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 Consultant 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

- Consultant will prepare grant applications for Trade Corridor Enhancement Program (TCEP) and Section 190 program, including supportive exhibits, narratives, and benefit cost analyses.
- Consultant 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.
- Consultant's Utility Coordination scope does not include the inspection of relocated utilities, it is assumed this will be performed by others.

- Consultant 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

Consultant 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 Consultant 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, Consultant 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, Consultant has secured STK Architects, Inc. to provide direction on potential building modification impacts/ strategies as necessary.

Additionally, Consultant 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:

- Consultant 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

Consultant 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, Consultant will utilize them as part of our Parcel Mitigation Planning analysis.

Consultant 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, Consultant 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. Consultant has secured STK Architecture, Inc. who will provide all Architectural analysis involved with Building modifications necessary to support the project.

Construction Obligations

Consultant 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. Consultant 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.

Consultant 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.

1st Amendment:

ADD SERVICE 1:

Task 4.1 Project Management Services

4.1.1 – Focus Meetings (R/W and Construction Management Workshops)

Consultant will conduct Right of Way Focus Meetings with the City, BBK, and Paragon to review project Impacts, outline acquisition and eminent domain strategies, establish the schedule, and outline appraisal instructions. Additionally, Consultant will conduct Construction Management Work Shops with the City and Falcon to review constructability elements, identify potential cost and time saving strategies to offset market trends, and develop alternative schedules. Each meeting includes including preparation of Agendas and distribution of Meeting Minutes/Action Items, as necessary.

The following deliverables were included within the scope:

- *Previously Completed Additional Focus Meetings (14 total) including Agendas, Meeting Minutes and Action Items.*
- *Anticipated Focus Meetings (4 total) including Agendas, Meeting Minutes and Action Items*

4.1.2 – Miscellaneous Stakeholder/Property Owner/Utility Meetings

Consultant will conduct Meetings with miscellaneous stakeholders including property owners, tenants, BNSF, utility owners, Caltrans, the County of Riverside, California Transportation Commission, and other jurisdictional agencies.

The following deliverables were included within the scope:

- *Previously Completed Additional Meetings (41 total).*
- *Anticipated Additional Meetings (60 total) including Agendas, Meeting Minutes and Action Items.*

4.1.3 – City Council Meetings

Consultant will prepare Staff Reports and Presentations as necessary to conduct City Council Meetings for both closed and open session hearings for Project approvals, administrative settlements with property and business owners, and to provide as necessary Project updates for schedule or key issues.

The following deliverables were included within the scope:

- *Previously Completed Additional City Council Meetings (6 total).*

- *Anticipated Additional City Council Meetings (20 total) including Agendas, Meeting Minutes and Action Items.*

Task 4.2 Procurement Services

4.2.1 – Construction Management and Construction Inspection Services

Consultant developed the RFP to solicit construction management and inspection services and bid administration services including developing the advertisement notice, providing responses to questions and clarification requests (3 total) during the bidding, and evaluation of six (6) proposals submitted in response to the RFP. Additionally, Consultant conducted the reference evaluations, led interviews with the City and RCTC for the three (3) shortlisted firms, and developed documentation to justify the selection of Falcon. Lastly, Consultant prepared the staff report and led the presentation/responses to Council seeking award of contract.

The following deliverables were included within the scope:

- *RFP, RFP Addenda (3 total), Proposal Acceptance/Rejection, Interview Q/A, Reference Responses, and Notice of Intent to Award*

4.2.2 – Construction Contractor Prequalification

Although most City bids for construction do not typically require a pre-qualification process, this was a necessity due to the specialty construction and steel erection / fabrication involved with this Project. Consultant developed the RFQ to establish a qualified list of contractors, contractor's project managers, and steel fabrication/erection sub-consultants authorized to submit a response to the future Notice Inviting Bids ("NIB") for the Project construction. Consultant also led the bid administration services including developing the advertisement notice, providing responses to questions and clarification requests (4 total) during the bidding, and evaluation of twelve (12) qualification packages submitted in response to the RFQ. Additionally, Consultant conducted the reference interviews (48 total) and developed documentation to justify the prequalified list recommendation. Lastly, Consultant prepared the staff report and led the presentation/responses to Council seeking approval for the prequalified list.

The following deliverables were included within the scope:

- *RFQ, RFQ Addenda (4 total), Reference Interview Q/A, Submittal Response Letters, and Prequalified List.*

4.2.3 – Demolition Services

Consultant developed the NIB to solicit bids for demolition services to remove the Denny's and Outback buildings including preparation of the advertisement notice, providing responses to questions and clarification requests during the bidding (2 total), and evaluation of two (2) bids submitted in response to the NIB. Lastly, Consultant prepared the staff report and led the presentation/responses to Council seeking award of contract.

The following deliverables were included within the scope:

- *NIB, NIB Addenda (2 total), and Notice of Intent to Award*

Task 4.3 Eminent Domain and R/W Acquisition Support Services

4.3.1 – Additional Resolution of Necessity Hearings / Support

Consultant originally included up to four (4) Resolution of Necessity Hearings as it was generally assumed only four properties would not settle voluntarily. To date, Consultant has conducted Resolution of Necessity hearings for twelve (13) properties.

The following deliverables were included within the scope:

- *Staff Report, Presentations and Resolution of Necessity Hearings for nine (9) parcels.*

4.3.2 – Final Orders of Condemnation Trial / Case Support

Consultant will provide support to BBK and the City during possession/final orders of condemnation hearings with Riverside Superior Court was not included in the original scope of services. This task includes acting as the City's engineer of record responsible to represent (not as legal counsel, only for engineering and right of way acquisition decisions made for the project) the City during court hearings for possession, mediation, and final orders of condemnation. Consultant provided as needed support and documentation on nine (9) properties with a court hearing for possession. It is assumed up to five (5) properties will require final orders of condemnation and four (4) properties will require mediation efforts, all of which will require Consultant to support BBK and the City. Due to the retirement of key City Personnel, it was determined by the City's Legal staff and BBK to utilize Consultant in this capacity to preserve critical information and history with the decisions made by the City and Consultant.

The following deliverables were included within the scope:

- *Supporting Information and Exhibits for Declarations, Stipulations, and Pleadings*
- *Up to Eighty Hours (Sr. Project Manager) for Depositions / Interviews Related to Possession and Final Orders of Condemnation Hearings.*

ownership of McKinley Street Right of Way as they have water rights dating back to the late 1800s. As a result, the City is responsible for all costs associated with the relocation of their facilities due to the impacts from the Project. RPU opted to prepare standalone plans, specifications, and contract documents, and administer the construction of all relocation prior to the construction of the Project.

Western Municipal Water District (“WMWD”) is located within McKinley Street right of way per statutory franchise agreement rights under the laws defined in the California Public Utilities Code. As a result, WMWD is responsible for all costs associated with the relocation of their facilities due to impacts from the Project. WMWD opted to have the City administer the construction and relocation of their facilities with the construction of the Project.

Southern California Edison (“SCE”) owns electrical service line and transformer facilities within the Food 4 Less shopping center that will be impacted by the Project located within existing private easements owned by SCE. As a result, the City is responsible for all costs to relocate the service line and transformer facilities as impacted by the Project.

All three relocation efforts listed above involve reimbursement from either the utility purveyor to the City or the City to the utility purveyor. Additionally, the utility purveyors and the City will require responsibilities and covenants each shall be responsible during the relocation of each utility facility. Consistent with Caltrans Right of Way Manual and the City of Corona policies, each relocation will require a cooperative agreement between the City and utility purveyor that define reimbursement, payment, responsibilities and covenants, rights allowed after construction, right of way acquisition, and other pertinent terms necessary to facilitate the relocation. Each will likely require an amendment that extends either time, adds compensation, or identifies unforeseen change conditions after the commencement of construction.

4.51 – Completed Utility Agreements (RPU / WMWD)

Consultant prepared utility agreements with both WMWD and RPU, including circulation through both agencies legal counsel for comments and approvals, and preparation of supplemental Information including maps, exhibits, schedules, cost estimates. Additionally, Consultant developed staff reports and conducted City Council meetings to gain approval to execute these agreements.

The deliverables on the following page were included within the scope:

- *Utility Agreements (2) and Coordination for Approvals*

4.52 – Additional Utility Agreements/Amendments

Consultant will support final utility coordination/relocation planning efforts, including the preparation of one (1) additional utility cooperative agreements between Southern California Edison and the City. Additionally, Consultant will review of all bids, receipts,

- *Coordination/Meetings/Oversight for Technical Design/Construction Experts Procured by BBK to support Possession and Final Orders of Condemnation Hearings.*

4.3.3 – R/W Certification Development

Preparation of Caltrans R/W and Utility Certification documentation was not included in the original scope of services. This was originally included in Paragon's scope of work, however it was more efficient to remove these services due to the multidisciplined information including pertinent utilities coordination, railroad, demolition, and litigation information necessary to be included the Caltrans Right of Way Certification Submittal per the Caltrans Right of Way Manual requirements. Consultant will prepare the Caltrans Right of Way Certification Submittal and coordination through Caltrans District 8 for approvals and conduct up as necessary meetings with the District Utilities, Right of Way, and Railroad Leads for clarifications and supplemental Information.

The following deliverables were included within the scope:

- *Caltrans Right of Way Certification Submittal.*

Task 4.4 Public Outreach Support Services

4.4.1 – Public Outreach Support

Participation/conducting public outreach meetings/forums was not included in the original scope of services. Consultant developed presentations with corresponding scripts, conducted rehearsals with pertinent City staff, reviewed documentation/flyers/exhibits/brochures with the public outreach consultant, and developed responses to questions from the public for the following meetings:

- November 17, 2020 Public Outreach Meeting to the Community
- November 3 – 12, 2020 Business Outreach 1 on 1s (Up to 5)
- May 4, 2021 Public Outreach Meeting to the Community

The following deliverables were included within the scope:

- *Power Point Presentations (3), Scripts, Responses to Public Question*
- *QA/QC of Miscellaneous Outreach Documentation and Advertisements*
- *Coordination with City and Public Outreach Consultant*

Task 4.5 Utility Agreements/Coordination Services

Preparation of utility agreements and utility agreement amendments was not included in the original scope of services. Riverside Public Utilities (“RPU”) has superior rights to the City’s

change orders, invoices, and construction cost/administrative information for each of the three (3) utility owners with agreements to establish true final reimbursement/compensation amounts. Consultant will also prepare up to three (3) utility agreement amendments to close out all utility relocation tasks associated with the original cooperative/reimbursement agreements.

The following deliverables were included within the scope:

- *Utility Agreement (1)*
- *Review / Processing of Bids, Receipts, Change Orders, Invoices, and Construction Cost/Administrative Documentation for Up to Three (3) Utility Agreements*
- *Preparation and Processing of Up to Three (3) Utility Agreement Amendments*

Task 4.6 Riverside County Cooperative Agreement

To enact eminent domain and utility franchise rights agreements for areas outside of the City's jurisdiction, the City must enter into a cooperative agreement with Riverside County pursuant to California Code of Civil Procedure section 1240.140. Consultant led the development of the cooperative agreement in November, 2019 and coordinated with the City and Riverside County through City Council / Board of Supervisor's approvals to have the agreement executed by each agency.

4.6.1 – Complete Riverside County Cooperative Agreement

Consultant developed a cooperative agreement, including exhibit preparation, coordination with the City and County's legal counsel, and development of staff reports for approvals from the Corona City Council and Riverside County Board of Supervisors.

The following deliverables were included within the scope:

- *Cooperative Agreement*

2nd Amendment Added Service:

1. Additional Twelve (12) monthly team meetings to review Project needs with the design and construction management consultants, and the Contractor.
2. As necessary Project Management advisory services for approximately six (6) months to account for the extension in the contract.
3. Additional public outreach support and coordination for the additional six (6) months of Project needs
4. Additional submittals to funding agencies and stakeholders for the additional six (6) months of Project needs

3rd Amendment Added Services:

- Project Management: Conduct additional documentation and lead multiple meetings with various agencies, the internal design and construction Project Development Team, City Council, property owners, and utility owners throughout the remaining project for an additional 12 months (through December, 2025)
- Close Out Services: Conduct additional documentation and coordination with Project team, Caltrans, and RCTC to support the City in as needed services to close out miscellaneous funding source after the completion of the project.

Task 4.7.1 Additional Project Management

Between the July, 2019 Professional Services Agreement and Amendments 1 and 2 to said agreement, the Project was expected to have substantial completion in April 2024, with close out services completed by the end of 2024. Due to delays associated with steel fabrication and the bridge move outside of the control of the City or Mark Thomas, the Project is expected to have substantial completion in July, 2025 with closeout of miscellaneous funds by the end of 2025.

The services will include the following:

- Additional weekly meetings with the City and Contractor through July, 2025.
- Additional Property Owner / Business Owner Coordination Meetings / Mediation: Up to 6 meetings for the 2 remaining property owners and 2 remaining business owners.
- Additional Public Outreach Meetings / Presentations to Council: Up to 3 Public Outreach Meetings and 3 Quarterly Presentations to City Council.
- City Council Meetings: Up to 8 Meetings / Staff Reports for both closed and open sessions.
- Monthly review / approval of invoices for consultant and permitting agencies through July, 2025
- Miscellaneous coordination with City Staff, City consultants, and Contractor on various issues through July, 2025.
- Quarterly Updates to the California Transportation Commission, Caltrans, Riverside County Transportation Commission, and Southern California Associated Governments as needed for various grants associated with Project funding.


Task 4.7.2 Additional Close Out Documentation Services

Between the July, 2019 Professional Services Agreement and Amendments 1 and 2 to said agreement, the original close out documentation was specific to State Senate Bill 132 Funding and various local funds. Mark Thomas will support the City to provide documentation / files as noted below to support close out of the Trade Corridor Enhancement Program, Highway Railroad Crossing Safety Account, California Public Utilities Commission Section 190, State Senate Bill 125, and Regional Measure A funding requirements:

- Right of Way Acquisition Files – Files per ownership that include legal descriptions, plat maps, parcel memorandums, offer packages / appraisals, administrative settlement documentation and final orders of condemnation / agreements.
- Business Loss of Good Will Files – Files that include administrative settlement documentation and final stipulated agreements per each business.
- Construction Documents – Oversee the City’s construction management consultant to provide close out files with construction activities consistent with Caltrans filing / organization requirements that include agreements, amendments/change orders, invoices, work order directives, claim information, and other pertinent information.
- Notice of Completion filed with the County of Riverside.

EXHIBIT “C-3” COMPENSATION


Total Compensation shall not exceed **Four Million One Hundred Three Thousand Five Hundred Sixty-Five Dollars (\$4,103,565.00)** without written authorization from City’s Representative.

	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								72	132	132			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								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

ADD SERVICE 2 COMPENSATION:

TASK DESCRIPTION	FEE
Survey	
Task 4.1 Program Management (6 Additional Months)	\$327,780
Request for Amendment No. 2 - Total	\$327,780

ADDITIONAL SERVICES REQUEST NO. 2 COST PROPOSAL FOR PROJECT SCOPE: McKinley Street Grade Separation Project Management Services

	Mark Thomas																Total Hours	Total MT Cost	TOTAL COST
	Principal	Project Manager	Engineering Manager	Sr. Technical Lead	Technical Lead	Sr. Project Engineer	Sr. Technical Engineer	Project Engineer	Design Engineer II	Technician	Sr. R/W Engineering Manager	Sr. Utility Coordinator	Sr. R/W Coordinator	Sr. LAUD Division Manager	Sr. Funding Specialist	Sr. Graphic Designer			
4.0 PROJECT MANAGEMENT AND COORDINATION	\$474	\$474	\$414	\$303	\$272	\$225	\$225	\$194	\$165	\$118	\$303	\$225	\$225	\$268	\$169	\$128			
4.1 Program Management (6 Additional Months)		140				300					640						1080	\$327,780	\$327,780
Subtotal Phase 4	0	140	0	0	0	300	0	0	0	0	640	0	0	0	0	0	1080	\$327,780	\$327,780
TOTAL HOURS	0	140	0	0	0	300	0	0	0	0	640	0	0	0	0	0	1080		
Anticipated Salary Increases																		\$0	\$0
OTHER DIRECT COSTS																		\$0	\$0
TOTAL COST	\$0	\$66,360	\$0	\$0	\$0	\$67,500	\$0	\$0	\$0	\$0	\$193,920	\$0	\$0	\$0	\$0	\$0		\$327,780	\$327,780

EXPIRES JUNE 30, 2025


Engineering & Planning		District Management		Surveying	
Intern	\$77	* Inspector - Apprentice	\$95	Survey Division Manager	\$340
Technician	\$118	* Inspector	\$130	Survey Manager II	\$280
Design Engineer I	\$135	* Sr. Inspector	\$160	Survey Manager I	\$245
Design Engineer II	\$165	Assistant Sanitary Engineer	\$189	Project Surveyor III	\$225
Sr. Technician	\$165	Associate Sanitary Engineer	\$212	Project Surveyor II	\$210
Civil Engineering Designer	\$185	Sanitary Project Engineer	\$248	Project Surveyor I	\$195
Project Engineer	\$194	Sr. Sanitary Project Engineer	\$270	Asst Surveyor III	\$175
Sr. Project Engineer	\$225	Operations Manager	\$301	Asst Surveyor II	\$160
Sr. Technical Engineer	\$225	Deputy District Manager	\$354	Asst Surveyor I	\$145
Project Manager	\$272	District Manager-Engineer	\$390	Survey Specialist III	\$220
Technical Lead	\$272			Survey Specialist II	\$180
Sr. Project Manager	\$303	Project Support/Coordination		Survey Specialist I	\$140
Sr. Technical Lead	\$303	Project Assistant	\$99	Lead Survey Technician	\$170
Engineering Manager	\$351	Technical Writer	\$124	Survey Technician III	\$155
Design Manager	\$351	Sr. Project Assistant	\$148	Survey Technician II	\$140
Sr. Engineering Manager	\$414	Project Coordinator	\$135	Survey Technician I	\$125
Principal	\$474	Graphic Designer	\$161	* Chief of Party (OE3)	\$190
		Sr. Technical Writer	\$148	* Instrumentperson (OE3)	\$175
		Project Accountant	\$148	* Chainperson (OE3)	\$165
Construction Management		Sr. Project Coordinator	\$173	* Apprentice (OE3)	\$135
Office Technician	\$95	Sr. Graphic Designer	\$186	* 2-Person Crew (OE3)	\$335
Office Engineer	\$177	Sr. Project Accountant	\$179	* 3-Person Crew (OE3)	\$450
* Asst. Resident Engineer	\$236	Sr. Graphic Manager	\$210	* Utility Locator (PW North)	\$150
* Inspector - CM	\$236	Project Accountant Manager	\$210	* 2-person Utility Locate (PW North)	\$295
Project Controls/Scheduler	\$236			* Chief of Party (OE12)	\$215
Resident Engineer	\$290	Landscape Architecture/Urban Design		* Instrumentperson (OE12)	\$195
Project Manager - CM	\$295	Landscape Intern	\$74	* Chainperson (OE12)	\$190
Sr. Project Manager - CM	\$307	Landscape Designer I	\$116	* Apprentice (OE12)	\$135
Sr. Resident Engineer	\$326	Landscape Designer II	\$146	* 2-Person Crew (OE12)	\$385
Division Manager - CM	\$366	Landscape Architect	\$182	* 3-Person Crew (OE12)	\$500
Area Manager - CM	\$419	Sr. Landscape Architect	\$194	* Utility Locator (PW South)	\$200
		LAUD Project Manager	\$243	* 2-person Utility Locate (PW South)	\$400
Planning		Sr. LAUD Project Manager	\$278	Drone	\$250
Planner I	\$116	LAUD Division Manager	\$292		
Planner II	\$146				
Sr. Planner	\$165				
		Special Services			
Grant Writing		Expert Witness	\$494		
Funding Specialist	\$177	Strategic Consulting	\$494		
Sr. Funding Specialist	\$276				
Funding Manager	\$303				

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

This rate schedule expires June 30, 2025; Rates are subject to escalation with new hourly rate schedule as of July 1, 2025 if a contract extension is requested.

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

3rd Amendment Added Rates:

McKinley Street Grade Separation Project Management Services - Additional Services Request No. 3										
	Mark Thomas								TOTAL COST	
	Principal	Sr. Engineering Manager	Sr. Project Manager	Technical Lead	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost		
	\$500	\$435	\$330	\$275	\$160	\$185				
ADDITIONAL SERVICES										
4.7 ADDITIONAL PROJECT MANAGEMENT										
4.7.1	Additional Project Management	2	8	624	416		1050	\$324,800	\$324,800	
4.7.2	Additional Close Out Documentation Services			240	120	24	24	408	\$120,480	\$120,480
Subtotal Phase 4.7		2	8	864	536	24	24	1458	\$445,280	\$445,280
TOTAL HOURS - ADDITIONAL SERVICES		2	8	864	536	24	24	1458	\$445,280	\$445,280

