

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
BIGGS CARDOSA ASSOCIATES, INC
(ENVIRONMENTAL, RIGHT-OF-WAY & ENGINEERING DESIGN SERVICES
FOR MCKINLEY GRADE SEPARATION
CITY OF CORONA PROJECT NO. 2012-12/SR-2012-01)**

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement (“Fifth Amendment”) is made and entered into this ____ day of _____, 2024 by and between the City of Corona (“City”) and Biggs Cardosa Associates, Inc (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated July 18, 2018 (“Agreement”), whereby Consultant agreed to provide Civil Engineering, Environmental, Right-of-way and Engineering Design consulting services.

2.2 Prior Amendment(s). City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about August 21, 2019 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about June 28, 2021 (“Second Amendment”). City and Consultant entered into that certain Third Amendment to the Professional Services Agreement on or about July 21, 2021 (“Third Amendment”). City and Consultant entered into that certain Fourth Amendment to the Professional Services Agreement on or about August 2, 2023 (“Fourth Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the fifth time to (1) extend the Term of the Agreement through December 31, 2026; (2) increase the Rates & Total of Compensation by \$345,710 to \$13,819,429.04; (3) replace Exhibit “A-3” (Scopes of Services) with Exhibit “A-4” (Scopes of Services); and (4) replace Exhibit “C-3” (Compensation) with Exhibit “C-4” (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 18, 2018 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-3” (Compensation) of the Agreement, as amended by the Fourth Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursement, for all Services rendered under this agreement at the rates set forth in Exhibit “C-4” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Thirteen Million Eight Hundred Nineteen Thousand Four Hundred Twenty-Nine Dollars and Four Cents (\$13,819,429.04) (“Total Compensation”) without written approval of the 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-4”. Exhibit “A-3” (Scopes of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A-4” (Scopes of Services) attached hereto and incorporated herein by reference.

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

3.6 Counterparts. This Fifth 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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CITY OF CORONA PROJECT NO. 2012-12/SR-2012-01)**

IN WITNESS WHEREOF, the Parties have entered into this Fifth 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 Olds
Acting CIP Manager

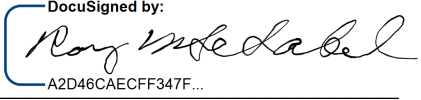
Reviewed By: 
Yasmin Lopez
Purchasing Manager

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

**CONSULTANT'S SIGNATURE PAGE
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BIGGS CARDOSA ASSOCIATES, INC
a California corporation

By: 
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Roy M. Schnabel
President/ Treasurer