

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES, INC.
(ENVIRONMENTAL IMPACT REPORT CONSULTING SERVICES– CAJALCO
INDUSTRIAL PROJECT, RFP 25-020AT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 (“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 Kimley-Horn and Associates, Inc., a North Carolina corporation with its principal place of business at 1100 W. Town & Country Road, Suite 700, Orange, CA 92868 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing environmental impact report consulting 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 Cajalco Industrial project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental impact report 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 _____, 2025 to December 30, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term” The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Jason Melchor P.E.

3.2.5 City's Representative. The City hereby designates Joanne Coletta, Planning and Development Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Jason Melchor, P.E., or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed

by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for

certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Sixty Nine Thousand and Seven Hundred Fifty Dollars (\$269,750.00) ("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.

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

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

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the

Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.3.6 Apprenticeable Crafts. If the services being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project,

provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or 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:

Kimley-Horn and associates, Inc.
1100 W. Town & Country Road, Suite 700
Orange, CA 92868
Attn: Jason Melchor

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Joanne Coletta, Planning and Development Director

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

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

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

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

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

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

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

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

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

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

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

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

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further

agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES, INC.
(ENVIRONMENTAL IMPACT REPORT CONSULTING SERVICES– CAJALCO
INDUSTRIAL PROJECT, RFP 25-020AT)**

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

CITY OF CORONA

Signed by:
Joanne Coletta
By: _____
284BC233D12349F
Joanne Coletta
Planning and Development Director

DocuSigned by:
Sandra Vanian
Reviewed By: _____
EED1A80AE40F436...
Sandra Vanian
Planning Manager

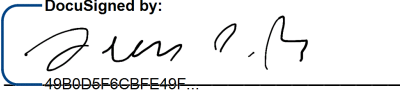
DocuSigned by:
Yasmin Lopez
Reviewed By: _____
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

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

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES, INC.
(ENVIRONMENTAL IMPACT REPORT CONSULTING SERVICES- CAJALCO
INDUSTRIAL PROJECT, RFP 25-020AT)

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

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

By: 
49B0D6F6CBFE49F...
Jean Fares
Senior Vice President

By: 
19B1F04B42FA47D...
Jason Melchor
Assistant Secretary

**EXHIBIT “A”
SCOPE OF SERVICES**

The Services more particularly described herein to be provided are generally described below and will be performed as specifically set forth in the Consultant’s Work Plan attached hereto and incorporated herein by reference as Exhibit “D” (Consultant's Work Plan).

1. Scope of Services

Consultant shall prepare an Environmental Impact Report (EIR) for the Cajalco Industrial Park (“Project”) in the City of Corona.

A. Project Location

The ±58.74-acre Project site is located in the southern portion of the City of Corona within the County of Riverside, California. More specifically, the site is located at the northeast quadrant of the I-15 and Cajalco Road interchange. Regional access to the Project site is available from Interstate 15 (I-15) and Cajalco Road.

The Project site is comprised of three parcels. The Assessor Parcel Numbers for the project site are:

- 279-240-020
- 279-240-008
- 279-530-030

B. Existing Land Use and Development

Under existing conditions, the Project site is largely undeveloped, with the exception of two wireless telecommunications facilities that are constructed on the Project site. The Bedford Channel bisects the Project site in a west-east direction.

Per the City’s Zoning and General Plan land use maps, two of the parcels are currently zoned Agricultural (A) and have a General Plan designation of Agricultural (A). The third parcel is zoned M-2 (General Manufacturing) and has a General Plan designation of General Industrial (GI). The table below summarizes the parcels’ acreages, existing zoning and existing General Plan land use designation.

APN	Acreage	Existing Zoning	Existing General Plan
279-240-020	47.29 ac	Agricultural	Agricultural
279-240-008	0.35 ac	Agricultural	Agricultural
279-530-030	10.53 ac	M-2 (General Manufacturing)	GI (General Industrial)

2. BACKGROUND

The Project site is currently owned by the Riverside County Transportation Commission (RCTC) and is proposed to be sold to a private developer. Bedford Channel is proposed to be channelized by the Riverside County Flood Control and Water Conservation District (RCFCWCD) as a separate and independent project.

The northern portion of the Project site is located within the Western Riverside County's Multiple Species Habitat Conservation Plan (MSHCP), specifically in Criteria Cells 2400 and 2402. Conservation within these cells will contribute to assembly of Proposed Extension of Existing Core 2. The Project will be subject to the Western Riverside County Conservation Authority's Joint Project Review (JPR) process.

3. PROPOSED PROJECT SUMMARY

The Project Applicant is seeking to develop an industrial park consisting of eight (8) industrial buildings. The Project's proposed entitlements consist of applications for the following:

- General Plan Amendment No. 2024-0001 (GPA2024-0001),
- Change of Zone 2024-0001 (CZ2024-0001), and
- Tentative Tract Map No. 38907 (TTM 38907)

The following summarizes the scope of work associated with each application.

The **General Plan Amendment (GPA)** application pertains to APNs 279-240-008 and 279-240-020 and proposes to change the General Plan land use designation from Agricultural (A) to General Industrial (GI). APN 279-530-030 is already designated GI and would not be subject to the proposed GPA.

The **Change of Zone (CZ)** application also pertains to APNs 279-240-008 and 279-240-020 and would change the zoning designation from Agricultural (A) to General Manufacturing (M-2). APN 279-530-030 is already zoned M-2 and would not be subject to the proposed change of zone.

The **Tentative Tract Map (TTM)** application proposes to subdivide the ±58.74-acre Project site from three existing parcels into eight numbered parcels and four lettered parcels. See the table below for the sizes of each proposed parcel. The TTM would be accompanied by a mass grading plan, showing building pads, roads, and utilities. No buildings are proposed at this time, and as such, the Project Applicant is not requesting site plan approval.

Lot/Parcel	Proposed Use/Anticipated ITE Code	Acreage
Parcel 1	Industrial Park	3.50
Parcel 2	Industrial Park	3.45
Parcel 3	Industrial Park	1.75
Parcel 4	Industrial Park	1.34
Parcel 5	Industrial Park	4.29
Parcel 6	Industrial Park	1.78
Parcel 7	Warehouse/Cold Storage	20.71
Parcel 8	Industrial Park	10.17
Lot A	Private Street	1.60
Lot B	Private Street	0.30
Lot C	Bedford Wash	4.75
Lot D	Bedford Wash	5.10
Total:	-----	58.74 Acres

Access to the building pads would be provided by a private street (Private Street A) proposed to connect with Cajalco Road. Interior to the Project Site, proposed Private Street A would bridge over Bedford Channel. A secondary emergency access drive is proposed to connect with Temescal Canyon Road, in a to-be-determined location. No improvements to Bedford Channel are expected to occur as part of the Project, as the Channel is proposed to be improved as a concrete-lined channel by the RCFCWCD as a separate and independent project with the RCFCWCD serving as the lead agency.

Given the physical constraints of the site, the Project Applicant is proposing to accept a condition of approval on the TTM to limit the maximum Floor Area Ratio (FAR) for future buildings across the site to 0.3 FAR. Thus, the maximum development potential is ±767,614 sq ft. (57.84 acres @ 0.3 FAR).

4. SCOPE OF WORK

The EIR shall be prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. Based on the City’s decision to prepare an EIR, an Initial Study will not be required for the proposed project.

The City has commissioned the project applicant to supply the necessary technical reports for the preparation of the EIR. Consultant will not be responsible for preparing any technical reports for the project. However, Consultant shall review the reports,

focusing on their appropriateness for use in the EIR document. The technical studies prepared for the project shall include the following:

- Air Quality Analysis
- Greenhous Gas
- Health Risk Assessment
- Energy Efficiency Analysis
- Biological Resources Analysis
- MSHCP Consistency Analysis
- Noise Impact Analysis
- Phase I Environmental Site Assessment
- Cultural Resources Assessment
- Paleontological Resource Assessment
- Geotechnical study
- Preliminary Hydrology/Drainage Report
- Traffic Impact Analysis
- Preliminary Water Study
- Sewer Study
- Soils Report
- Preliminary Water Quality Management Plan
- Water Supply Assessment
- Land Evaluation and Site Assessment for agricultural land

Consultant shall be responsible for all procedural steps, including (but not limited to) the following:

- Preparation of the notices (Notice of Preparation, Notice of Availability, Notice of Completion, Notice of Determination).
- Preparation of the Draft EIR, including for city staff's screen check.
- Preparation of the Final EIR and Response to Comments, including for city staff's screen check.
- Filing notices with County Offices and State Clearinghouse
- Providing notices to local and state agencies, as needed.
- Preparation of a Mitigation Monitoring and Reporting Program.
- Preparation of the Facts, Findings, and Statement of Overriding Considerations.
- Attending project kick-off, progress meetings, and conference calls with city staff and the project team at key points throughout the preparation and finalization of the EIR.
- Attending Planning Commission and City Council meetings.

In addition, Consultant shall be responsible for scheduling and conducting a scoping meeting pursuant to CEQA Guidelines Section 15082(c), as the project is of areawide significance. The scoping meeting shall be noticed to all affected responsible and trustee agencies, any city or county that borders the City of Corona, as well as interested

organizations and individuals, in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects, and potential mitigation measures.

The scoping meeting will be held in-person at a location determined by city staff. The meeting could be changed to an on-line virtual meeting at city staff's discretion.

5. MATERIALS

The City shall review and approve all documents prior to distribution by Consultant. All documents shall be submitted electronically to the City for review in PDF and Microsoft Word format. The draft and final EIR, including the screen check versions, shall be provided in the following format:

Screen check Draft EIR	1 hard copy and an electronic version in PDF and Microsoft Word.
Public Hearing Draft EIR	3 hard copies and an electronic version in Microsoft Word and PDF format.
Technical Appendices	Electronic version in PDF format
Response to Comments/Final EIR	2 hard copies and an electronic version in Microsoft Word and PDF format.

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

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth below. Pricing shall remain effective and in force for the entire initial contract term.

		Kimley-Horn and Associates, Inc.								
Category/Title		Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
Billing Rate		\$360	\$260	\$235	\$205	\$180	\$165	\$115		
Task 1	Project Initiation	9		18			9	4	40	\$ 9,415
1.1	Kick-Off Meeting	2		4					6	\$ 1,660
1.2	Data Review and Site Reconnaissance			2			5		7	\$ 1,295
1.3	Project Description	1		4					5	\$ 1,300
1.4	Notice of Preparation			2			4	4	10	\$ 1,590
1.5	Scoping Meeting	6		6					12	\$ 3,570
Task 2	Administrative Draft Environmental Impact Report	30	45	145	235	5	180	2	642	\$ 135,580
2.1	First Draft Administrative Draft EIR	20	25	85	155	5	150		440	\$ 91,100
2.2	Revised Administrative Draft EIR	10	20	60	80		30	2	202	\$ 44,480
Task 3	Public Hearing Draft EIR	12		30		50	35	4	131	\$ 26,605
Task 4	Final Draft Environmental Impact Report	10	20	30	40	55	75	5	235	\$ 46,900
4.1	Preparation of the Final Draft EIR	8	20	30	40	50	70	4	222	\$ 44,340
4.2	Preparation of the MMRP	2				5	5	1	13	\$ 2,560
Task 5	Project Management and Meetings	60		90					150	\$ 42,750
	TOTAL HOURS	121	65	313	275	110	299	15	1198	
	Subtotal Labor:	\$43,560	\$16,900	\$73,555	\$56,375	\$19,800	\$49,335	\$1,725		\$ 261,250
	Other Direct Costs									\$ 8,500
	Travel/Mileage, Outside Printing, Overnight Delivery/Courier									\$ 8,500
	TOTAL COST:									\$ 269,750

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$135 - \$165
Analyst II	\$175 - \$205
Professional	\$200 - \$235
Senior Professional I	\$250 - \$325
Senior Professional II	\$345 - \$420
Senior Technical Support	\$120 - \$300
Technical Support	\$105 - \$170
Support Staff	\$90 - \$150

BR00PUSTD.A.CCT

Effective through June 30, 2026. Subject to annual adjustment thereafter

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

**EXHIBIT “D”
CONSULTANT’S WORK PLAN**

Any terms and conditions that may be included in the Consultant’s work plan not describing the scope, schedule, or fees shall not apply to this Agreement. As used in the Work Plan, "Kimley-Horn," “we,” and “us” shall refer to Consultant.



4. Work Plan

Project Understanding

The project proposes the development of an industrial park on three parcels (Assessor Parcel Numbers [APNs] 279-240-008; 279-240-020; and 274-240-030) within the City of Corona (City) totaling approximately 58.74 acres. The development of the industrial park would include the development of eight industrial buildings within the Cajalco Road/Interstate 15 transportation corridor in the southeast portion of the City. A General Plan Amendment (GPA), Change of Zone (Zone Change), and Tentative Tract Map (TTM) are also being prepared for the project. The GPA and Zone Change would pertain to APNs 279-240-008 and 279-240-020 to create a consistent General Industrial (GI) land use and General Manufacturing (M-2) zoning designation, respectively. This would allow for consistent development throughout the project site. Additionally, the TTM would generate eight parcels for each of the proposed buildings as well as four lots for circulation and Bedford Channel areas.

Due to the proposed entitlements associated with the project, the scale and type of proposed project development, and the potentially sensitive nature of portions of the project area, an Environmental Impact Report (EIR) was determined to be the most effective method of CEQA analysis. The following scope reflects the preparation of an EIR in accordance with State CEQA Guidelines.

Work Plan

Task 1: Project Initiation

Task 1.1: Kick-Off Meeting

This Task includes a kick-off meeting with the City to discuss the CEQA project in greater detail. This initial meeting is a key milestone, which is vital to the project's success and CEQA compliance. The primary objectives will be to confirm the City's expectations and project goals and develop/refine the Project Description. The analysis' parameters, construction details, buildout conditions, scheduling, and overall communications protocol will also be established. Prior to the meeting, Kimley-Horn will prepare and distribute a kick-off meeting agenda and Data Needs Technical Memorandum (TM) to the meeting attendees.

Task 1.2: Data Review and Site Reconnaissance

Kimley-Horn will conduct reconnaissance of the project site and surrounding area. We will review readily available project materials and reference data, including planning and policy documentation from the City and any other agencies affected by the project. Kimley-Horn will assess whether available information is adequate and complete. The City will be notified if additional information is needed. Data obtained through this task will be foundational to the environmental documentation and incorporated into the analysis, as appropriate.

Task 1.3: Project Description

The Project Description is a critical component because it is the basis for the environmental analysis. Based on information provided by the City, Kimley-Horn will prepare a Draft Project Description for City review and approval. The Project Description will detail the project's location, environmental setting, background and history, project characteristics, construction schedule/phasing, and discretionary actions. Exhibits will be prepared to depict the regional and site vicinity and key project components to support the environmental analyses. Kimley-Horn will respond to one reconciled set of comments on the Draft Project Description. We will prepare a "check copy" Project Description and submit to the City for approval prior to finalizing.

Task 1.4: Notice of Preparation

Kimley-Horn will prepare a Notice of Preparation (NOP) for the project and submit it to the City for review. Kimley-Horn will respond to one (1) consolidated set of City comments on the Administrative NOP. Kimley-Horn will prepare a check copy of the NOP and submit to the City (along with a redline copy of the Administrative NOP) for approval prior to public release. This task assumes the Project Description will not change and the comments will not raise new substantive issues requiring re-analysis. Kimley-Horn will prepare all EIR CEQA Notices outlined below. This scope assumes that Kimley-Horn will be responsible for all distribution, publishing, and posting of any required agency mailing, and State Clearinghouse posting. It is assumed that the City will be responsible for radius mailing and newspaper publishing, if required/needed. Payment of California Department of Fish and Wildlife (CDFW) fees or any other posting fees, if required, are assumed to be paid by the City.



Task 1.5: Scoping Meeting

A public scoping meeting will be scheduled during the Notice of Preparation (NOP) public review period to orient the community on CEQA's intent and review processes, and the environmental issues to be addressed in the EIR. The public scoping meeting will also enable the community to understand the project and comment on environmental concerns. It is assumed that the City will provide a meeting location and facilitate coordination. Kimley-Horn will facilitate the scoping meeting and prepare/present a scoping meeting presentation to the public. Kimley-Horn will provide graphics to supplement a presentation to the public, as appropriate. Following the presentation, the meeting will be devoted to public participation, questions, and comments. Comment forms will be provided for this purpose, and the written comments, along with oral comments, will become a part of the project record. This task assumes attendance at the scoping meeting by up to two (2) Kimley-Horn staff and six (6) hours of effort from each Kimley-Horn staff member.

Task Deliverables:

- Notice of Preparation
- Notice of Completion
- Project Description
- Environmental Summary Form

Task 2: Administrative Draft Environmental Impact Report

Task 2.1: First Draft Administrative Draft EIR

Through communication with the City, it was determined that an EIR is the required CEQA documentation for the proposed project. Kimley-Horn will prepare an EIR, which will include the following sections:

1.0 Executive Summary

2.0 Introduction and Purpose

3.0 Project Description

4.0 Environmental Analysis: Kimley-Horn will conduct an analysis to evaluate the project's potentially significant effects on the environment. This task assumes a maximum of 16 hours for consultation with other jurisdictions, including preparation of letters and cumulative projects list. The environmental analysis will be based upon readily available data, the technical studies identified above, and results from additional research. The significance criteria/thresholds used to evaluate each issue will be identified and patterned after State CEQA Guidelines Appendix G. The environmental analysis will consider all project phases, including planning, acquisition, development, and operation. Kimley-Horn will review and integrate analyses, applicable, from the client-provided technical studies. This task assumes that the following technical studies will be provided by the Client:

- | | |
|---|---|
| • Air Quality Analysis | • Traffic Impact Analysis |
| • Greenhouse Gas Emissions Analysis | • Preliminary Water Study |
| • Biological Resources Analysis | • Sewer Study |
| • MSHCP Consistency Analysis | • Soils Report |
| • Noise Impact Analysis | • Preliminary Water Quality Management Plan |
| • Phase I Environmental Site Assessment | • Water Supply Assessment |
| • Cultural Resources Assessment | • Land Evaluation and Site Assessment for Agricultural Land |
| • Paleontological Resource Assessment | • Health Risk Assessment |
| • Geotechnical Study | |
| • Preliminary Hydrology/Drainage Report | |

The analysis will consider the whole action involved with the proposed project: on- and off-site, project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. Explanations will be provided for all thresholds including "No Impact" responses, which will be supported by cited information sources. The environmental analysis will identify and focus on the project's significant environmental effects as well as environmental issues raised during the scoping process (NOP responses, public scoping meeting, and any other relevant and valid informative sources). For each significant adverse impact, the environmental analysis will also identify feasible mitigation measures, which could avoid or minimize the impact.



Proposal for
Cajalco Industrial Park Project
Environmental Impact Report

(RFP No. 25-020AT)

A portion of the project site is designated as Farmland of Statewide Importance. Kimley-Horn will include an analysis of the conversion of farmland to non-farmland uses. Kimley-Horn will utilize the latest Department of Conservation maps to determine the extent of the boundaries of the Farmland of Statewide Importance. Kimley-Horn will rely on the soils data in the applicant-supplied Geotechnical Report to determine if adequate soils exist on the project site.

Preliminarily, the project's key environmental considerations are anticipated to include (at minimum) the following environmental issues:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services and Recreation
- Utilities and Service Systems
- Transportation and Circulation
- Tribal Cultural Resources
- Wildfire

Each potentially significant environmental issue area will be addressed in a separate EIR section that will be organized as follows:

- Introduction
- Regulatory Setting
- Environmental Setting
- Impact Thresholds and Significant Criteria
- Impacts and Mitigation Measures
- Cumulative Impacts
- Significant Unavoidable Impacts
- References

5.0 Other CEQA Considerations

6.0 Alternatives to the Proposed Action: Kimley-Horn will provide an analysis of a "reasonable range" of alternatives, comparing each alternative's impacts in each environmental issue to the project. Preliminarily, the range of alternatives is expected to include the No Project/No Development Alternative and two other alternatives to be developed through the environmental analysis process in consultation with the City.

7.0 Effects Found Not to be Significant

8.0 Organizations and Persons Consulted

9.0 Technical Appendices

The EIR will include up to approximately 20 exhibits to enhance the written text and clarify the proposed project environmental impacts. Our in-house graphic design team will create black and white or full-color exhibits as well as covers and dividers for the EIR and Technical Appendices. This task assumes the City will provide high-resolution base maps and plans.

This task assumes one (1) round of consolidated review and comments from the City.

Task 2.2: Revised Administrative Draft EIR

Based on the previous one (1) round of consolidated review by the City, Kimley-Horn respond to one set of consolidated comments and will prepare a second Administrative Draft EIR. All revisions will be shown in track changes for ease of review.

Following internal review of the second Administrative Draft EIR, Kimley-Horn will revise the document based on comments received from the City and provide a track-changes screencheck document for review. This task assumes that Kimley-Horn will receive one (1) set of consolidated comments, and subsequent review and comments are limited to review of prior comments. This will consist of responding to City comments on the Administrative Draft EIR requiring a mixture of substantive corrections and editing, but no new technical studies or site-specific data collection. Revisions to the technical appendices are not anticipated. This task assumes a total of 190 hours to complete.

Task Deliverables:

- First Administrative Draft EIR: One (1) electronic copy (word document and pdf)
- Second Administrative Draft EIR: One (1) electronic copy (word document and pdf)
- Screencheck Draft EIR: One (1) hard copy and one (1) electronic copy (word document and pdf)



Proposal for
Cajalco Industrial Park Project
Environmental Impact Report
 (RFP No. 25-020AT)

Task 3: Public Hearing Draft Environmental Impact Report

Based on comments received by the City on the Administrative Draft EIR, Kimley-Horn will prepare the Public Review Draft EIR. Revisions are assumed to be limited to editorial and formatting changes. Kimley-Horn will produce the Draft EIR for the required 45-day public review period. Kimley-Horn will prepare a Notice of Availability for the proposed project. Kimley-Horn will also prepare a Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR) and distribution to the public. This task assumes Kimley-Horn will be responsible for all Draft EIR printing specific to agency and OPR distribution. Kimley-Horn will also be responsible for all mailing and posting of notices associated with the Draft EIR to public agencies and OPR. This task also assumes that the City will provide all mailing lists for the noticing and complete local mailers and distribution of notices.

Task Deliverables:

- Public Hearing Draft EIR: Three (3) hard copies and one electronic copy (word document and pdf)
- Technical Appendices: Electronic copy in pdf format
- Notice of Availability

Task 4: Final Environmental Impact Report

Task 4.1: Preparation of the Final EIR

Kimley-Horn will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, Kimley-Horn will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the Administrative Final EIR will contain Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.

The introduction to the Administrative Final EIR will document compliance with all CEQA Statutes and Guidelines throughout the CEQA process. It will also provide an index of all changes made to the Draft EIR in response to comments received. The comments and responses will comprise the second section of the Administrative Final EIR, where each comment letter will be reproduced and specific responses to each comment will be provided. This task assumes up to 100 hours of initial responses to comments hours. The third section of the Administrative Final EIR will present those pages of the Draft EIR on which changes were made in response to the comments using underlined text for additions and strikeout text for deletions.

Kimley-Horn will respond to City comments on the Administrative Final EIR, complete necessary revisions, and prepare the screencheck and Final EIR. This scope assumes no new technical studies or analysis would be required. Per City direction, the Final EIR will be either: 1) A single, complete document with the complete revised text of the Draft EIR, indicating changes, or 2) A reprinting of only those pages from the Draft EIR on which changes were made, with the changes tracked with underlining and strikethrough, as appropriate.

Kimley-Horn will be responsible for all agency and OPR distribution, posting, and noticing for the Final EIR, as appropriate.

Kimley-Horn will prepare the Statement of Facts and Findings/Statement of Overriding Considerations for the project.

Kimley-Horn will prepare the Notice of Determination and file with the Riverside County Clerk's Office and OPR within five business days of EIR certification.

Task 4.2: Preparation of Mitigation Monitoring and Reporting Program

To comply with the CEQA Guidelines Section 21081.6, Kimley-Horn will prepare a Mitigation Monitoring and Reporting Program (MMRP) for concurrent review with the Administrative Final EIR. Kimley-Horn will work with the City to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon project implementation. The MMRP will be created in a tabular checklist format that indicates those mitigation measures identified in the EIR, the monitoring milestone (at what agency/department responsible for verifying implementation of the measure), and the method of verification (such as documentation or field checks).

The MMRP will be prepared pursuant to Public Resources Code Section 21081.6. For each mitigation measure contained in the EIR, the MMRP will identify: the party or parties responsible for implementation (individuals, departments); timeframe and mechanism for monitoring; funding source(s); and monitoring and performance criteria (to measure success of mitigation). The MMRP will be bound



separately for use as an independent document for field verification of adequate implementation of mitigation measures and any remedial action necessary to achieve adequate mitigation.

To the extent feasible, Kimley-Horn will tie mitigation measures directly to required authorizations (e.g., grading and building permits, etc.). Revisions will be made to the MMRP as directed by the City following internal review of the Administrative Final EIR.

Task Deliverables:

- Administrative Final EIR (including response to comments): One (1) electronic copy (word document and pdf)
- Screencheck Draft Final EIR: One (1) hard copy and one (1) electronic copy (word document and pdf)
- Public Draft Final EIR: Two (2) hard copies and one (1) electronic copy (word document and pdf)
- Draft MMRP: One (1) electronic copy (word document and pdf)
- Draft MMRP: Two (2) hard copies and one (1) electronic copy (word document and pdf)
- Notice of Determination

Task 5: Project Management and Meetings

Kari Cano will serve as the Project Director and John Nsofor, CEP-IT, will serve as the Project Manager. John will be responsible for supervision of the Kimley-Horn team and documentation review for compliance with CEQA requirements and guidelines and City CEQA procedures. Project management responsibilities include task scheduling and assignment, contract administration and accounting, and coordination and communications with the City. John will maintain regular communication regarding the scope of work, budget, and schedule, and to disseminate project information in a timely manner. John and Kari will coordinate with the project team during the preparation of project deliverables throughout the estimated 11-month environmental process. This includes internal coordination with Kimley-Horn staff and coordination with client subconsultants. This scope assumes 10 hours per month of project coordination time for the 11-month environmental process; a total of 110 hours.

John will participate in project meetings/conference calls, including the kick-off meeting, and three public hearings (preparation and attendance), including the scoping meeting, for the CEQA document. This scope assumes that one (1) Kimley-Horn employee will attend 22 bi-weekly 1-hour virtual meetings with the project team during the estimated 11-month environmental process. A total of 22 hours is assumed for project coordination meetings.

This task assumes that two (2) Kimley-Horn employees will attend one (1) Planning Commission Meeting and one (1) City Council Hearing for a total of 40 hours. The project kickoff meeting and scoping meeting are included in Task 1, above. Each meeting includes 10 hours of effort to accommodate preparation, travel, and meeting attendance per employee.

A total initial project management effort estimate of 150 hours is assumed for this task. Participation in and attendance at additional meetings and/or the need for additional management efforts exceeding the budget allocation will require an amendment or would be billed on a time-and-materials basis.



Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule once all of the City-supplied technical studies have been completed, finalized, and submitted to Kimley-Horn. The below preliminary schedule is provided to generally outline the sequencing of task and approximate durations. This schedule is subject to change based upon further collaboration with the City and any delays caused by factors outside of our control. Note that the schedule may be subject to change based on the delivery of necessary technical reports.

Project Schedule	
Project Kick-Off	Week 1
Kimley-Horn Prepares Project Description	Week 1
City/Client Review Project Description	Week 2
Kimley-Horn Prepares Notice of Preparation	Week 2
City Prepares Necessary Tribal Notices (AB 52/SB 18)	Week 2
City Reviews Notice of Preparation	Week 3
Distribution of Notice of Preparation and Tribal Notices	Week 3
30-Day Public Review of Notice of Preparation	Weeks 3-7
Project Scoping Meeting	Weeks 3-7
City Provides Project Technical Studies	Weeks 1-8
Kimley-Horn Prepares Administrative Draft EIR	Weeks 1-16
City Reviews Administrative Draft EIR	Weeks 17-19
Kimley-Horn Prepares Second Administrative Draft EIR	Weeks 20-21
City Reviews Second Administrative Draft EIR	Weeks 21-22
Kimley-Horn Prepares Screencheck Draft EIR	Week 23
City Reviews Screencheck Draft EIR	Week 24
Kimley-Horn Prepares Public Hearing Draft EIR	Week 25
Kimley-Horn Prepares Notice of Availability and OPR Filings (Notice of Completion and Environmental Checklist Form)	Week 25
City Reviews Notice of Availability and OPR Filings	Week 26
Distribution of Notice of Availability and OPR Filings	Week 26
45-Day Public Hearing Draft EIR Public Review	Weeks 27-32
Kimley-Horn Prepares Administrative Draft Final EIR, Findings, and SOC	Weeks 33-36
City Reviews Administrative Draft Final EIR, MMRP, Findings, and SOC	Weeks 37-39
Kimley-Horn Prepares Screencheck Draft Final EIR, MMRP, Findings, and SOC	Weeks 40-41
City Reviews Screencheck Draft Final EIR, MMRP, Findings, and SOC	Weeks 42-43
Kimley-Horn Prepares Public Draft Final EIR, MMRP, Findings, and SOC	Week 44
Planning Commission Hearing	Week 44+
City Council Hearing	Week 44+
Kimley-Horn Prepares and Posts the Notice of Determination	Week 44+