

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
(CONSULTING SERVICES– Consulting Services for Transit Technical Assistance for the City
of Corona Transit Service (CTS), RFP 25-030AT)**

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 **Michael Baker International, Inc.** a Pennsylvania corporation with its principal place of business at **500 Grand Street, Suite 5400, Pittsburgh, PA 15219** (“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 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 **Transit Technical Assistance for the City of Corona Transit Service (CTS) 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 Public Transportation Engineering and Planning 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 _____ to **January 30, 2029** (“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

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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:

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works 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 **Chris Alberts, PLS**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

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

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

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

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

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and

requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM 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 MINIMUM 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 MINIMUM per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subconsultants 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 MINIMUM.

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

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (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 One Million Four Hundred Twenty One Thousand Five Hundred and Seventy Eight Dollars (\$1,421,578.00) (“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 are 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
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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:

Michael Baker International, Inc.
500 Grand Street, Suite 5400
Pittsburgh, PA 15219
Chris Alberts, PLS

City:

City of Corona
400 South Vicentia Avenue Suite 210
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department.

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

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and 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.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in

Exhibit “D” (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL BAKER INTERNATIONAL, INC.
(CONSULTING SERVICES- Consulting Services for Transit Technical Assistance for the City
of Corona Transit Service (CCTS), RFP 25-030AT)**

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

CITY OF CORONA

By: DocuSigned by:
Savat Khamphou
CB312E179B8E463...
Savat Khamphou
Public Works Director

Reviewed By: Signed by:
Sudesh Paul
01CF38115445436...
Sudesh Paul
Transit Program Manager

Reviewed By: DocuSigned by:
Yasmin Lopez
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 MICHAEL BAKER INTERNATIONAL, INC.
(CONSULTING SERVICES- Consulting Services for Transit Technical Assistance for the City
of Corona Transit Service (CCTS), RFP 25-030AT)

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

MICHAEL BAKER INTERNATIONAL, INC.

a Pennsylvania corporation

By: Signed by:
Christopher Alberts
69C6076A8D96434
Christopher Alberts
Vice President

By: DocuSigned by:
Trudi Lim
426E8878D1314CF...
Trudi Lim
Assistant Secretary

EXHIBIT “A” 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 Consulting services necessary for the Project. The Services are more particularly described herein.

City of Corona Transit Service (CCTS) provides fixed route and demand response transit services, the Corona Cruiser and Dial-A-Ride (DAR) services. The Corona Cruiser currently operates along two fixed routes – the Blue Line and Red Line. DAR is a demand response/ADA Paratransit service. The City contracts with the private sector to provide a turn-key transit operation.

Consultant shall carry out the following implementation activities as outlined in the final report of the Comprehensive Operational Analysis approved by the City Council on August 6, 2023:

1. Develop detailed transit service schedules for each proposed fixed route. This will include vehicle blocking and developing driver shifts. Schedules shall incorporate layover time and recovery time. Draft schedule available to interest parties.
2. Conduct a current bus stop inventory (existing bus stops that will not be part of the re-route service realignments and that shall be decommissioned and removed and also shall be removed from transit service). Determine the best location for bus stops with a bus stop spacing of no greater than $\frac{1}{4}$ of a mile and as the “public-right-of-way” allows.
3. Define the improvements needed at each new bus stop location (e.g., pole/sign/schedule holder, bench, shelter, lighting, ADA accessibility, concrete pads). All new bus stop locations will be surveyed to verify practicality, obtain any necessary permits/approvals, and identify alternative locations for any recommended stops that cannot be installed at the recommended location for any reason. All stops must conform to Corona’s Standard Plan No. 134, when developing the design of bus stops capital improvements, design improvements to meet ADA, with safety consideration and in compliance with the current version of 49 CFR Part 37. See Exhibit A.
4. Bus stop implementation - installing signs, timetable holders, and improvements at new locations, installing new route designation signs and updated timetables in holders at retained stops, and removing signs and removing or relocating amenities from discontinued stops.
5. Develop standards that will assist in the assignment of amenities at bus stops. Amenities at bus stops may include signage, seating, trash receptacles, lighting, and/or covered shelter. The primary factor driving bus stop amenities and design is ADA accessibility regulations; other factors include ridership statistics per bus stop and funding availability.
6. Develop microtransit criteria and policy (e.g., maximum wait time), develop specs, and procure microtransit software. See Exhibit B – Microtransit Software Specifications.

7. Redesign public information materials (bus stop signage, brochures, schedules, maps, instructions on how to use the system) to include both online and hard copies to improve customer understanding of the system.
8. Develop a marketing strategy for informing the community of the fixed-route changes and implementation of microtransit to encourage current and new customers to use the service.
9. Procurement of the following transit fleet through the CALACT-MBTA Purchasing Cooperative:
 - *Replacement Cutaway Buses* - Purchase replacement cutaway buses. Cutaway buses have a useful life of five (5) years or a minimum of 150,000 miles, whichever comes first. A total of thirteen (2 -2012 and 11-2018) buses need replacement. See Exhibit C – Corona Current Cutaway Bus Specifications. At the time of implementation of the recommended service, these buses shall be replaced to ensure service is provided without interruption. These buses are mainly used for Dial-A-Ride service. However, they are also utilized for fixed routes, as necessary. In addition, the cutaway buses can be used for microtransit for economy of scale. These buses will be funded by a combination of FTA Section 5307, 5339, and SB125 Formula-based Transit and Intercity Rail Capital Program.
 - *Replacement of fixed route Buses* – Purchase replacement fixed route buses in accordance with Federal State of Good Repair regulations and the state of California Air Resources Board (CARB) Innovative Clean Technology (ICT) Regulation. Fixed routes buses have a useful life of twelve (12) years or a minimum of 500,000 miles, whichever comes first. See Exhibit D – Corona Current Cutaway Bus Specifications. In accordance, CCTS is obligated to replace seven (7) buses by 2028 with two (2), or 20% of buses in compliance with the CCTS Zero Emission Bus (ZEB) rollout plan. Due to lead times, this effort shall commence in 2026. These buses will be funded by a combination of FTA Section 5307, 5339, and SB125 Formula-based Transit and Intercity Rail Capital Program.
 - *ADA Accessible Vans* - To provide additional transit options, purchase ADA-accessible van(s) for the proposed microtransit service and support the current DAR program to transport fewer passengers (or one wheelchair). This will allow the usage of a smaller vehicle for situations when a larger vehicle is not warranted. With the use of a smaller vehicle, it may lead to improved efficiency and an overall improved experience, i.e., punctuality, cost efficiency, comfort, etc.
10. Deployment of zero emission bus technology to comply with the CARB’s ICT Regulation. The City of Corona Council approved a mixed-fleet source technology to provide greater redundancy and resilience benefits and less reliance on a single fuel source. See Exhibit D – ICT Rollout Plan Corona Adopted 6-7-23. These technologies include Battery Electric Bus (BEB) and Fuel Cell Electric Bus (FCEB). The City of Corona’s transit fleet includes twenty compressed natural gas buses, seven (7) 32’ buses, and thirteen (13) cutaway buses. To support the deployment of the mixed fleet BEB and FCEB, installation of charging stations and improvements to existing electrical infrastructure, as well as hydrogen fueling

infrastructure, are required. The infrastructure supporting the ZEB fleet shall be completed prior to each bus delivery. Therefore, infrastructure to support the deployment of BEBs and FCEB is needed. The ZEB infrastructure will be funded with SB125 Formula-based Transit and Intercity Rail Capital Program.

- BEB infrastructure deployment will require infrastructure planning, the purchase of dispensers and chargers, and electric service upgrades to add service capacity. CCTS BEB charging depot will consist of seven chargers with two dispensers per charger. An electric service upgrade includes an estimated 1 megawatt of additional electricity capacity to accommodate charging for thirteen BEBs infrastructure is assumed to be built out in one project that will conclude prior to the first BEB deployment.
 - A Hydrogen fueling infrastructure to support the deployment of the FCEB is needed. FCEB infrastructure deployment will require hiring an infrastructure planning contractor. FCEB deployment requires the installation of a fueling station and may require improvements such as switchgear or utility service connection upgrades. Planning and design work, including the development of detailed electrical and construction drawings required for permitting, is also necessary once specific charging equipment has been selected. The hydrogen fueling station, for on-site fueling, will include a hydrogen delivery system, hydrogen storage tanks, vaporizer (for liquid storage), compressor, chiller, and dispensing system that delivers fuel to the vehicles. Infrastructure is assumed to be built out in one project that will conclude prior to the first FCEB deployment.
11. Procurement of an Intelligent Transportation System (ITS) to include components such as: Computer Aided Dispatching; Automatic Vehicle Location; Automated Annunciators and Reader Boards to meet Americans with Disabilities Act (ADA) Requirements; Relay real-time transit information; Automated Passenger Counter; and an Advance Fare Payment System/onboard digital fare collection/validation, video surveillance equipment, radio communications. Draft of the ITS Scope of Work available to interested vendors; consultant shall finalize/actualize the ITS RFP before publishing.

Scope of Services

Consultant's team shall be able to provide technical assistance in carrying out the above activities/tasks, which include but are not limited to the following:

1. Develop a Work plan, project budget, and a detailed schedule to carry out the implementation activities.
2. Develop standards that will assist in the assignment of amenities at the bus stops; see #5 in Project Overview.
3. Develop the design of the bus stop capital improvements project using Standard 134 (See Exhibit C). This task will include assessing the condition of the bus stop locations and designing improvements that meet ADA with rigorous consideration for transit and passenger safety, preparing project plans, technical specifications, and accurate project

engineer's cost estimate, including bid support and construction management services for the project, to include construction inspection services. In addition, this task will include the specifications of the necessary amenities at each bus stop; see #5 in Project Overview. If available at the time of project development, CALACT-MBTA Purchasing Cooperative can be used for the procurement of bus stop amenities. However, cost analysis shall be performed to determine the best value (purchase from Cooperative Agreement or include in project scope)

4. Develop the bus specifications for the replacement buses using the CALACT-MBTA Purchasing Cooperative to include bus service range with consideration to CCTS buses daily service realities within the City's geography and the required energy demands to meet a day(s) of service (onboard and re-charging or refueling) .
5. Develop the necessary scope of work including Plan Specification and Cost Estimates (PS&E) for capital improvements and oversee the solicitation process for projects software for microtransit; bus stop improvements; replacement buses; ZEB infrastructure, van purchase; and ITS.
6. Consultant shall manage vendor performance against agreed contracts to ensure completion of projects within scope, on time, and within budget.
7. Prepare/compose comprehensive progress reports, correspondence, and presentations.
8. Provide Project Management oversight over all implementation activities/tasks.
9. Work with all responsible parties to ensure projects and implementation activities stay on schedule according to the developed timeline.
10. Create proposed maps, schedules, and routings for the proposed transit service.
11. Assist the City's third-party transit operator with any necessary training relating to the implementation of new services and the operation, service and utilization of new ITS technologies.
12. Assist the City's third-party transit operator with bid-related spreadsheets for the day-to-day scheduling of operators.
13. Update the General Transit Feed Specification (GTFS) for new service (the City uses Trillium as the platform to update the feed), make it available on the City's website under Transportation, and deploy Real-Time GTFS feed to Google Transit.
14. Provide technical and policy guidance on plans, programs, and projects specific to service improvements.

Consultant and its team:

1. Will be reporting directly to the Transit Program Manager.
2. Onsite work will be required based on the needs of the tasks. (i.e. project management over bus stop improvements, ZEB infrastructure, delivery of buses, ride-along with drivers for training of new routes/software, implementation of ITS, etc.). Otherwise, Consultant's staff may work remotely. However, a Consultant representative will be required to accompany staff to public meetings, outreach efforts (if applicable), and other public-facing activities.
3. Shall be knowledgeable in public transit operations and governing regulations. Governing regulation includes but is not limited to the Federal Transit Administration, Americans with Disabilities Act, Title VI, and federal procurement requirements (this is key—for A&E procurement the Federal Procurement requirements are specific, in addition to the specific

- requirements of rolling stock, pre and post inspections, pre/post-Buy America certifications, CalACT letter(s) of assignment, ADA, etc.).
4. Shall have experience managing projects specific to public transit operations and Federal Transit Administration (FTA) funded projects. The project manager and/or construction manager assigned must have the following:
 - a. Experience managing the construction of bus stop improvement projects;
 - b. Experience and knowledge of Buy America requirements and knowledge of the Build America Buy America Act (BABA); knowledge of federal provisions applicable to the Bus Stop Improvement Project and for replacement buses.
 - c. Experience with design-build projects
 - d. Knowledge of all CAL/OSHA regulations;
 - e. Knowledge of all federal labor laws, California labor compliance requirements (i.e. public works project requirements, prevailing wages, etc.), and any local labor laws.
 5. Shall be competent and qualified with all ADA Laws applicable to transit service, its facilities, and its operation, as it applies and relates to public transit service and buses' accessible equipment (public announcement, wheelchair lift/ramp, grab handles/stanchions, wheelchair securements); in addition to ADA compliance with transportation facilities and their respective amenities (shelters, benches, signage), that include accessible design of sidewalks, pedestrian crossings and curb ramps.
 6. Shall be qualified in mechanical/fuel systems/bus equipment and componentry, including bus safety equipment (fire protection and fire detection).
 7. Shall be competent and qualified in governing law that applies to bus (public transit) procurement, Altoona Bus Testing, and applicable reports to transit vehicle procurement, including Federal Transit Agency for Buy America (BA) thresholds, pre and post-vehicle inspections, and certifications, BA pre and post certifications, including compliance with Federal Motor Vehicle Safety Standards (FMVSS).
 - a. In addition to energy charging and fueling as it relates to CCTS transit vehicles.
 - b. Transit Vehicle energy demand and vehicle energy efficiency for transit service delivery in CCTS service area.
 8. Must maintain effective relationships with a variety of agencies, organizations, and individuals;
 9. Coordinate the implementation of program procedures with staff and systems personnel; develop, prepare, revise, and monitor the implementation of program plans and procedures.
 10. Plan, organize, coordinate, evaluate, and manage the work of assigned functions and staff

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by the City's Representative.

EXHIBIT "C" COMPENSATION

Total compensation shall not exceed \$1,421,578.

TOTAL COST BY YEAR

Project Task's	Hours	Total Cost*	Year 1*	Year 2*	Year 3*	Year 3.5*
PMOS	1456	\$ 302,204	\$ 86,344	\$ 86,344	\$ 86,344	\$ 43,172
Bus Stop Upgrades	1788	\$ 348,957	\$ 181,911	\$ 167,046		
Transit Planning and Routing	744	\$ 157,448	\$ 92,448	\$ 65,000		
ITS Improvements	1074	\$ 230,712	\$ 101,120	\$ 129,592		
Zero Bus Emissions	1088	\$ 205,790	\$ 59,876	\$ 130,240	\$ 15,674	
Bus Procurement	436	\$ 79,570	\$ 31,028	\$ 31,028	\$ 17,514	
Public Engagement / COA Support	348	\$ 56,877	\$ 28,439	\$ 28,438		
Total Task	6934	\$ 1,381,558	\$ 581,166	\$ 637,688	\$ 119,532	\$ 43,172
Escalation		\$ 40,020	\$ -	\$ 31,884	\$ 5,977	\$ 2,159
Project Total Not to Exceed	6934	\$ 1,421,578	\$ 581,166	\$ 669,572	\$ 125,509	\$ 45,331

* = Cost Includes ODC's

TOTAL ODC ASSUMPTIONS

Total ODC Assumptions:	Estimated Cost
12 City Council visits	\$ 1,200
20 On-site visits (Travel)	\$ 12,000
3 Public Engagement visits (Travel)	\$ 2,000
1 Ribbon Cutting (Travel)	\$ 1,300
Car rentals for City Council visits, site visits, public engagement, ribbon cutting, and construction management	\$ 5,000
Business Lunches / Meals	\$ 2,500
Lodging	\$ 10,000
Mileage to and from events and site visits for non-car rentals	\$ 1,591
Printing of materials for public outreach and engagement	\$ 1,500
Subtotal Total ODC Cost	\$ 37,091

PMOS

PMOS	Project Manager		Deputy Project Manager		Project Control		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
Project Management	364	\$301.00	728	\$208.00	364	\$94.00	1456	\$295,204
Direct Labor Totals	364	\$ 109,564	728	\$ 151,424	364	\$ 34,216	1456	\$ 295,204
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing								\$ 7,000
Total Cost (Labor + ODCs) Escalation Not Included								\$ 302,204

* = Assumes Average PM 2 hours/week, DPM at 4 hours/week, and Project Controls at 2 hours/week.

BUS STOP UPGRADES

Bus Stop Upgrades	Task Lead		Design		CADD		Transit Planner		GIS		Construction		TMD: Principal		TMD: Senior Manager		TMD: Senior Advisor		TMD: Planner		TMD: Administrator		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
Bus Stop Inventory	10	\$2,570	20	\$3,480	192	\$26,304	20	\$2,560	8	\$784		\$0	4	\$1,100	40	\$7,098	4	\$1,063	56	\$7,349	2	\$400	356	\$52,707
Bus Stop Necessary Improvements	20	\$5,140	20	\$3,480	150	\$20,550	20	\$2,560	8	\$784		\$0		\$0		\$0		\$0		\$0		\$0	218	\$32,514
Bus Stop Standards	8	\$2,056		\$0		\$0		\$0		\$0		\$0	8	\$2,200	4	\$710	40	\$10,626	80	\$10,498	2	\$400	142	\$26,490
Bus Stop Implementation 30%	10	\$2,570	10	\$1,740	140	\$19,180		\$0		\$0	8	\$2,104		\$0		\$0		\$0		\$0		\$0	168	\$25,594
Bus Stop Implementation 60%	10	\$2,570	10	\$1,740	120	\$16,440		\$0		\$0	6	\$1,578		\$0		\$0		\$0		\$0		\$0	146	\$22,328
Bus Stop Implementation 90%	10	\$2,570	10	\$1,740	40	\$5,480		\$0		\$0	4	\$1,052		\$0		\$0		\$0		\$0		\$0	64	\$10,842
Bus Stop Implementation 100%	8	\$2,056			24	\$3,288																	32	\$5,344
Design Services During Construction	40	\$10,280	20	\$3,480	40	\$5,480		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	100	\$19,240
Construction Management		\$0		\$0		\$0		\$0		\$0	562	\$147,806		\$0		\$0		\$0		\$0		\$0	562	\$147,806
Direct Labor Totals	116	\$ 29,812	90	\$ 15,660	796	\$ 96,722	40	\$ 5,120	16	\$ 1,568	580	\$ 152,540	12	\$ 3,300	44	\$ 7,808	44	\$ 11,689	136	\$ 17,847	4	\$ 800	1788	\$ 342,866
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing																							\$ 6,091	
Total Cost (Labor + ODCs) Escalation Not Included																							\$ 348,957	

TRANSIT PLANNING AND ROUTING

Transit Planning and Routing	Task Lead		Senior Transit Planner		Transit Planner		Junior Transit Planner		GIS		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
Transit Service Schedules	240	\$59,520	16	\$2,624	60	\$7,680	120	\$12,840	12	\$1,176	448	\$83,840
Microtransit	240	\$59,520	0	\$0	8	\$1,024	40	\$4,280	8	\$784	296	\$65,608
Direct Labor Totals	480	\$ 119,040	16	\$ 2,624	68	\$ 8,704	160	\$ 17,120	20	\$ 1,960	744	\$ 149,448
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing												\$ 8,000
Total Cost (Labor + ODCs) Escalation Not Included												\$ 157,448

ITS IMPROVEMENTS

ITS Improvements	Task Lead		EV Infrastructure Specialist		Technical Associate		Transit Associate		Systems Engineer		Cybersecurity Lead		Transit Planner		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
ITS Systems Design and Documentation	24	\$6,240		\$0	120	\$21,600		\$0	75	\$17,700		\$0	56	\$7,168	275	\$52,708
ITS Implementation Management	24	\$6,240		\$0	90	\$16,200	72	\$14,976	36	\$8,496		\$0		\$0	222	\$45,912
ITS System Testing and Validation	24	\$6,240		\$0	120	\$21,600	18	\$3,744	72	\$16,992		\$0		\$0	234	\$48,576
ITS Data Management and Security	21	\$5,460		\$0	28	\$5,040		\$0	54	\$12,744	72	\$21,024		\$0	175	\$44,268
ITS Post Implementation Support	24	\$6,240		\$0	72	\$12,960		\$0	54	\$12,744		\$0	18	\$2,304	168	\$34,248
Direct Labor Totals	117	\$ 30,420	0	\$ -	430	\$ 77,400	90	\$ 18,720	291	\$ 68,676	72	\$ 21,024	74	\$ 9,472	1074	\$ 225,712
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing																\$ 5,000
Total Cost (Labor + ODCs) Escalation Not Included																\$ 230,712

ZEB

ZEB	Task Lead		Hydrogen SME		GIS		EV Infrastructure Specialist		Technical Associate		Electrical Design		Electrical Engineer		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
		\$260.00		\$270.00		\$98.00		\$153.00		\$180.00		\$123.00		\$314.00		
ZEB Site Review	28	\$7,280	28	\$7,560	36	\$3,528		\$0		\$0		\$0	30	\$9,420	122	\$27,788
ZEB Engineering Drawings and Specs	54	\$14,040	40	\$10,800	72	\$7,056	54	\$8,262		\$0	360	\$44,280	108	\$33,912	688	\$118,350
ZEB Procedures	8	\$2,080	18	\$4,860		\$0	18	\$2,754	36	\$6,480		\$0		\$0	80	\$16,174
ZEB Testing and Commissioning Protocols	4	\$1,040		\$0		\$0	4	\$612	8	\$1,440	28	\$3,444	14	\$4,396	58	\$10,932
ZEB Operations and Maintenance Manuals	4	\$1,040	14	\$3,780		\$0	12	\$1,836	22	\$3,960		\$0	4	\$1,256	56	\$11,872
ZEB Data Analysis and Reporting	4	\$1,040	8	\$2,160		\$0	18	\$2,754	54	\$9,720		\$0		\$0	84	\$15,674
Direct Labor Totals	102	\$ 26,520	108	\$ 29,160	108	\$ 10,584	106	\$ 16,218	120	\$ 21,600	388	\$ 47,724	156	\$ 48,984	1088	\$ 200,790
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing																\$ 5,000
Total Cost (Labor + ODCs) Escalation Not Included																\$ 205,790

BUS PROCUREMENT

Bus Procurement	Task Lead		Technical Manager		Financial Analyst		Transit Planner		FM: Technical Manager		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
		\$194.00		\$248.00		\$105.00		\$128.00		\$250.00		
Fleet Needs Analysis & Technical Specifications	40	\$7,760	12	\$2,976	16	\$1,680	60	\$7,680	24	\$6,000	152	\$26,096
Procurement Process and Documentation	100	\$19,400	16	\$3,968	44	\$4,620	52	\$6,656	20	\$5,000	232	\$39,644
Policy Recommendations	16	\$3,104	16	\$3,968	2	\$210	16	\$2,048	2	\$500	52	\$9,830
Direct Labor Totals	156	\$ 30,264	44	\$ 10,912	62	\$ 6,510	128	\$ 16,384	46	\$ 11,500	436	\$ 75,570
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing												\$ 4,000
Total Cost (Labor + ODCs) Escalation Not Included												\$ 79,570

PUBLIC ENGAGEMENT

Public Engagement / COA Support	TMD: Principal		TMD: Senior Manager		TMD: Senior Advisor		TMD: Graphic Designer		TMD: Planner		TMD: Senior Advisor		TMD: Administrator		Totals	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
		\$275.00		\$177.45		\$189.67		\$131.23		\$106.26		\$265.65		\$200.00		
Public Information	16	\$4,400	4	\$710		\$0	88	\$11,548	40	\$4,250		\$0	2	\$400	150	\$21,308
Marketing Strategy	24	\$6,600	4	\$710	16	\$3,035		\$0	64	\$6,801		\$0	2	\$400	110	\$17,545
COA Support	4	\$1,100	36	\$6,388	16	\$3,035		\$0	18	\$1,913	12	\$3,188	2	\$400	88	\$16,023
Direct Labor Totals	44	\$ 12,100	44	\$ 7,808	32	\$ 6,069	88	\$ 11,548	122	\$ 12,964	12	\$ 3,188	6	\$ 1,200	348	\$ 54,877
Other Direct Costs (ODC's): Meetings, Travel, Vehicle Rentals, Meals, Lodging, Mileage, Printing																\$ 2,000
Total Cost (Labor + ODCs) Escalation Not Included																\$ 56,877