

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[NAME OF CONSULTANT]

**PROFESSIONAL CONSULTANT SERVICES
CIVIL ENGINEERING DESIGN, TRAFFIC ENGINEERING,
SURVEYING, LAND DEVELOPMENT DOCUMENT REVIEW,
ENVIRONMENTAL SERVICES, GEOTECHNICAL ENGINEERING,
AND GEOTECHNICAL SAMPLING AND LABORATORY TESTING
(RFP No. 2336)**

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and **[NAME OF CONSULTANT]**, a **[ENTITY DESIGNATION]** (“Consultant”).

RECITALS

- A. The City requires the services of a consultant that is experienced in providing Professional Consultant Services, **[DESCRIPTION OF PROJECT]** (RFP No. 2336).
- B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following seven categories: 1) Civil Engineering Design; 2) Traffic Engineering; 3) Surveying; 4) Land Development Document Review; 5) Environmental Services; 6) Geotechnical Engineering; and 7) Geotechnical Sampling and Laboratory Testing.
- C. Consultant has the necessary experience in providing Professional Consultant Services, **[DESCRIPTION OF PROJECT]** (RFP No. 2336).
- D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category or categories.
- E. The City may retain Consultant for various projects pursuant to this Agreement.
- F. The total Contract Price, as defined herein, for all work assigned per fiscal year to each Consultant shall be aggregated.

AGREEMENT

1. Scope of Services.

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects (“Assigned Project”) as those services are more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City (“Project Narrative”). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant’s proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit “B” and incorporated herein by reference, or by Consultant’s acceptance of the terms and conditions of the City’s Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire three (3) years thereafter (“Expiration Date”) or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for two (2) additional one (1)-year terms. Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Consultant may negotiate any and all price modifications.

3. Compensation/Payment.

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of One Million Dollars (\$1,000,000.00) over the term of this Agreement. Maximum single Supplemental Agreement under a Master Agreement amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Maximum total cumulative total cost for each Master Agreement shall not exceed One Million Dollars (\$1,000,000.00) for a period of five (5) years, excluding Geotechnical Sampling and Laboratory Testing.

3.2 Payments shall be made in accordance with the City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to the City by the due date set forth in the Project Narrative, the fee to be received

by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
Engineering Division
City of Riverside
Attn: Ed Lara
3900 Main Street
Riverside, CA 92522

To Consultant

IDS Group, Inc.

Attn: Said Hilmy
980 Montecito, Suite 205
Corona, CA 92879

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the Department Director to administer this Agreement on behalf of the City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

9. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require Department Director and/or the City's approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City's Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. Independent Contractor. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. Consultant will reimburse Client for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant; or 2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and

hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said

Consultant from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, Consultant shall file with the City either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to the City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

12.4 Errors and Omissions Insurance. Prior to the City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, and Automobile liability. Upon the City's request, Consultant shall provide the City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. City's Right to Employ Other Consultants. The City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the 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.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by the City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the 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, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the City, which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the City's expense, but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or terminating of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, the City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies

specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded the City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and the City.

25. **Termination.** The City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

25.1 Other than as stated below, the City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 The City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 The City decides to abandon or postpone a Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, the City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount

owed or whether such amount is owed to the City, the City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon the City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** The City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

34. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” - Scope of Services
- Exhibit “B” - Supplemental Agreement
- Exhibit “C” - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

[NAME OF CONSULTANT],
a **[ENTITY DESIGNATION]**

By: _____
City Manager

By: _____

Attested to:

[Printed Name]

By: _____
City Clerk

[Title]

Approved as to form:

By: _____

By: 
Deputy City Attorney

[Printed Name]

[Title]

Certified as to availability of funds:

By: _____
Chief Financial Officer

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services

The City is requesting Statement of Qualifications from qualified professional consulting firms to provide on-call consulting services in the following disciplines:

A. Civil Engineering Design

The City may select up to 5 Consultants to be on the on-call list for Street and Storm Drain design services. Consultants shall submit a SOQ, at a minimum, on **one** of the disciplines listed below:

- Provide design and/or support services for street widening, pavement rehabilitation, pavement reconstruction, median construction, ADA compliance, new sidewalk, and miscellaneous concrete repair work.
- Provide design and/or support services for local & master drainage plan (MDP) storm drain pipeline/ancillary structures, open channels, culverts, detention/retention basin, storm drain pump station, rehabilitation of existing storm drain pipes and ancillary structures and pump station, preparation of hydrology/hydraulic studies, WQMP, and SWPPP work. (Design of MDP storm drain project shall be followed by RCFC & WCD criteria and design/drafting standards)
- Provide design and/or support services for the implementation of quiet zone infrastructures and devices at railroad crossings.
- Provide design and/or support services for structural retaining walls, soil stabilization retaining structures, construction shoring, and other structural related work.

B. Traffic Engineering

The City may select up to 5 Traffic Engineering Consultants to be on the on-call list to provide design and/or support Traffic Engineering services including:

- Provide design and/or support services for establishment of new and/or modified Traffic Signal Plans including signal phasing diagrams, equipment schedule, conductor tables, and compliance to current standards.
- Prepare Traffic Impact Studies to determine Level of Services (LOS) operations, and / or Vehicle Miles Traveled (VMT) Analysis for existing and future scenarios, roadway volume to capacity ratio analysis, queuing analysis, identify improvements to mitigate impacts, and comply with current traffic study guidelines and mandatory state / regional requirements.
- Provide design and/or support services for Traffic Control Plans including lane closures, roadway closures, detours, temporary signage / striping, turn restrictions, flaggers, and compliance to current standards.
- Provide design and/or support services for Signing and Striping Plans including pavement markings, traffic signage, loop detectors, quantities, legend details, and compliance to current standards.
- Provide design and / or support services for Traffic Signal Interconnect System

Plans (hardwire, wireless or fiber optic cable) including pull boxes, conduits, fiber pairs and fiber port assignments, redundancy, communication switches.

- Provide design and / or support services for Traffic Signal Timing Plans including phasing splits, cycle lengths, offsets, walk times and flashing don't walk time calculations, bicycle timing, basic timings (green, yellow, red times), and compliance to current standards.
- Other Miscellaneous Traffic Engineering related work.

C. Environmental

The City may select up to 5 Environmental Consultants to be on the on-call list for Environmental services including:

- Prepare Initial Study documents
- Prepare environmental documents and technical studies in accordance with the California Environmental Quality Act (CEQA).
- Prepare of environmental documents and technical studies in accordance with the National Environmental Policy Agency (NEPA).
- Provide environmental monitoring services during construction.
- Other related environmental services.

D. Geotechnical Engineering

The City may select up to 5 Geotechnical Consultants to be on the on-call list to provide the following Geotechnical Engineering services:

- Perform geotechnical investigation to include site evaluation and slope stability analysis.
- Prepare geotechnical studies, environmental site assessments, and seismic analysis.

E. Geotechnical Sampling and Laboratory Testing

The Geotechnical Consultants shall provide the following sampling and laboratory testing services, as outlined in Exhibit "E", within 24-hour notice by the City for construction and design work, unless otherwise approved by the City for a longer notice. The Geotechnical Consultants shall provide soils inspection, compaction testing, and materials testing services to include field and laboratory testing of materials to serve as quality assurance on construction and design projects in accordance with project contract documents and applicable ICC, CBC, ASTM, ACI, AASHTO, AWS standards, codes, City ordinances, regulations, laws, and common industry practices. A PCSA will be executed separately from the execution of the Master Agreement for Geotechnical Engineering services and the PCSA will be based on costs provided in Exhibit "E" included with this RFQ.

F. Survey

The City may select up to 5 Surveying Firms to be on the on-call list to provide the following services:

- Collect existing ground elevation and topographic features.
- Provide targets for aerial survey.
- Provide construction staking for Public Works' Capital Improvement Projects.
- Tie out existing monuments and re-establish monuments pre- and post-construction.
- Prepare legal description and accompany plat for easements, Right-of-Way acquisition, and Right-of-Way dedication.

G. Land Development Document Review

The City may select up to 5 engineering firms to be on the on-call list to provide the following services to support the City's Public Works Land Development Section for private development projects:

- Provide a technical review as part of the plan checking and permitting process of grading plans, preliminary WQMP's and Hydrology/Hydraulic Reports (entitlement phase), final WQMP's and Hydrology/ Hydraulic Reports (post-entitlement) and engineering plans for the construction of street, storm drain and sewer improvements to address compliance with the City municipal code and plan preparation criteria, project specific conditions of approval and entitlement documentation, as well as City, County and State design standards, codes, and overall compliance with general engineering practices.

EXHIBIT “B”

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for Property Relocation Services (“Project”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, and Consultant’s proposal dated _____, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Various City Projects by and between the City and Consultant dated _____ (“Agreement”). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed \$ _____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY

[CONSULTANT]

By: _____

By: _____

Attest: _____

[Printed Name]

Approved as to form:

[Title]

By: _____

By: _____

Certified as to availability of funds

[Printed Name]

By: _____
Chief Financial Officer

[Title]

EXHIBIT "C"

KEY PERSONNEL