

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Mt. Rubidoux Unpaved Trail Modifications for Storm Water Management,
Repairs and Improvements and Historic Water Feature Repair)

MICHAEL BAKER INTERNATIONAL, INC.

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Mt. Rubidoux Unpaved Trail Modifications for Storm Water Management, Repairs and Improvements and Historic Water Feature Repair ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for two (2) years from the Effective Date first written above, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Eighty-Seven Thousand Nine Hundred Forty-One Dollars (\$87,941), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

Parks, Recreation and Community Services Dept.
City of Riverside
Attn: PRCSD Director
6927 Magnolia Avenue, 2nd Floor
Riverside, CA 92506

To Consultant

Michael Baker International, Inc.
Attn: Aaron Pfannenstiel
3536 Concourse St., Suite 100
Ontario, CA 91764
909-974-4900

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 City Manager or Department Director to administer this Agreement on behalf of 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 furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. 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 this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

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 City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City 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 an 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 of Riverside. 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 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.

11.3 **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 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.

11.4 Defense Obligation for Other than 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 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 Agreement 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 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 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 City's execution of this Agreement, Consultant shall file with 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 City. Any certificate filed with City shall provide that 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 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 City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with 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 and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to 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, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide 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.** 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 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 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 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.

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 City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for 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 City, and agrees to

provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at 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.

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, 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 of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded 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 City.

25. **Termination.** 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, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

25.2 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 City decides to abandon or postpone the 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, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, 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 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 a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, 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.** 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. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel


(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 OF RIVERSIDE, a California
charter city and municipal corporation

MICHAEL BAKER INTERNATIONAL,
INC., a Pennsylvania corporation authorized
to do business in California

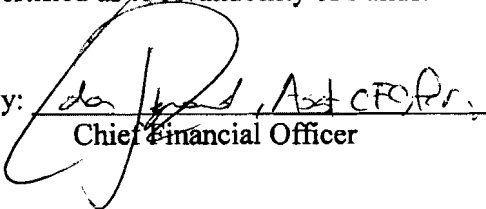
By: _____
City Manager

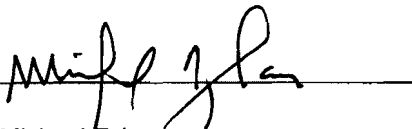
By: 
Darin Johnson
[Printed Name]

Attest: _____
City Clerk

Vice President
[Title]

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
Michael Tylman
[Printed Name]

Assistant Secretary
[Title]

Approved as to Form:

By: 
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A - Scope of Work – Michael Baker International

Task 1.0 Site Analysis, Kickoff Meeting, and Review of Preliminary Base Plan

Thorough knowledge of existing conditions and patterns of use are important to developing solutions needed to meet the City's goals, and the future sustainability of a trail program for Mt. Rubidoux. In addition, understanding the perspective of trail users and how their decisions have resulted in existing conditions is critical because their daily use and cumulative impacts determine long-term viability of firebreaks, stormwater management, and the trail network. Therefore, Site Analysis will include engineering field review and an in-field community meeting.

During a project kickoff meeting, the Michael Baker team will meet with the City to obtain existing documentation, such as information on public, private and City usage, soils, vegetation, fire history, and existing surveys. The kickoff meeting will include a site visit with the City followed by engineering field review and an aerial topographic survey.

The Michael Baker team will work with the City and Friends of Mt. Rubidoux leadership to design an in-field community meeting to observe trail user habits and obtain public input regarding their values and goals. This input will be useful both in terms of identifying appropriate design solutions, and in understanding what will be needed during the implementation stage so that the public is supportive and embraces project changes.

Prior to the conclusion of Site Analysis, the project team will present results of site analysis and a preliminary base plan to City staff for review and confirmation of approach before beginning detailed design.

Task 2.0 Design

The second phase involves multiple, interconnected design activities. Firebreak, trail and storm water modifications will be crafted in a manner that maximizes functionality, promotes a flowy and fun user experience, and sustainably directs storm water flows across the hillside and over trail beds.

Task 2.1 Firebreak modifications

An important component of the Mt. Rubidoux trail system is the preservation of natural resources balanced with the reduction in fire hazards. Given the long-standing use of fire breaks on Mt. Rubidoux, it will be very important to maintain the same or enhance the level of fire protection as a part of this project. Our experience working with communities on wildfire hazard issues, coupled with our understanding of biological resources, stormwater management and recreational user patterns, will be a critical asset to the Fire Department. Solutions to ensure adequate fire safety needs and to integrate design considerations that reduce erosion, minimize biological impacts, and include aesthetically appealing treatments that integrate educational opportunities for visitors, is critical. The key will be to ensure that the fire breaks are perceived as only fire breaks and are very different from the rest of the trail network. Done effectively, there should be no question regarding where a user can and should travel versus what is critical to protect those visitors and the surrounding community from wildfire hazards. Completion of this task will include visualizations of fire break treatments that integrate with the proposed erosion control and grading plans.

Task 2.2 Stormwater Modifications

Drainage will be designed to follow natural patterns, follow established sustainable trail design techniques, and take advantage of the existing topography and site features to the maximum extent possible. Following a hydrology study, a runoff management plan will be developed to direct surface runoff away from the trails and fire breaks, and toward vegetated areas. Areas of existing erosion problems, such as rills and gullies caused by concentrated flows or modifications to natural drainage, will be smoothed and filled. Where additional trail stabilization is needed, features that blend with the topography and the natural look of the trail will be selected. Temporary measures such as construction Best Management Practices (BMPs) for erosion and sediment control may be employed during active trail modification activities, but will not be part of a permanent solution. This will reduce ongoing cost and maintenance, as temporary BMPs must be frequently

maintained and replaced; this will also improve the aesthetic of the finished trail. Drainage will be considered in concert with all other trail rehabilitation to ensure that the selected solutions work with the overall plan and provide a long term solution. To address erosion around the waterfall, preliminary tasks will include re-routing runoff from the waterfall area to the vegetated areas on either side. Grade breaks, natural features, and vegetation will be used in the final design to ensure that runoff from the trail does not impact the waterfall structure.

Task 2.3 Domestic Water Supply

Michael Baker will prepare construction drawings and supporting calculations for the extension of the domestic water line from the Carlson Park dog-run area to the new trailhead area. This domestic water line will serve a new drinking fountain and water bottle filler planned to be constructed near the new trailhead area. The plan will include necessary plan and profile information and details for agency review/approval and construction of the water line.

Task 2.4 Plumbing and Electrical Repair

Based on the data collected and reconnaissance conducted during the Site Analysis task, the Michael Baker team will develop appropriate plans, specifications, and estimates for the plumbing and electrical improvements necessary to recreate the waterfall feature. As part of this task, the Michael Baker team will develop a design approach based on the input and feedback gathered during the Site Analysis task.

Given the current condition of the waterfall feature, we expect that options reducing overall maintenance and operations costs would be preferred and as part of our design process, our team would look at modifications minimizing maintenance and operational deficiencies. Ultimately, electrical and plumbing designs would support waterfall restoration and a focal point for visitors for years to come.

Task 2.5 Trail Modifications, Additional Design Services, and Review of Design Concepts

Viable trail modifications will result from understanding user needs and goals. User needs and goals can be wide ranging and once we can answer several questions (i.e., Is the primary function of the trail: network walking, running, biking for pleasure, biking for exercise, or a combination thereof? Are the firebreaks attracting use because athletes seek a high intensity/high reward challenge? Are shortcuts created to add interest and difficulty or to avoid undesirable conditions?), then design work can begin.

Michael Baker will use field observations and the aerial survey to understand grade, side-slopes, drainage patterns, soils, rocks, and biological resources to identify opportunities for a flowy, curvilinear pathway responsive to user needs. The recommended pathway will then be pin-flagged and geocoded. Also, if necessary, unsustainable pathways will be identified for decommissioning.

Additional design services will include siting and specifications for trail support amenities including a drinking fountain, benches, and a shade structure. Michael Baker anticipates the need for features such as benches, landscape rock, and landscaping to discourage poor user decisions and to distinguish the firebreak and drainage features from the trail. In addition, revegetation may be necessary to return the firebreaks to the original width. As necessary, Michael Baker will prepare planting plans that indicate the species, quantity, and size of plant material to be used. Plants will be selected to blend with the existing landscaping and comply with local water efficiency regulations. To support revegetation, the team will prepare irrigation plans indicating the type of irrigation equipment to be used, such as the backflow preventer, master valve, irrigation controllers, pipe, valves, quick-couplers, and bubblers or dripline. The irrigation design will utilize low water use and water efficient application techniques to be compliant with local water efficient landscape regulations.

As a final step to Task 2.0, trail modifications, revegetation plans (as needed), firebreak and storm water modifications, domestic water supply, and plumbing and electrical repairs will be illustrated in a preliminary design concept, which will be presented to the City in advance of cost estimation and preparation of final engineering.

Task 3.0 Cost Estimation

Michael Baker has planned and designed several active transportation trails and pathways in the Southern California area and is more than familiar with the types of construction activity needed for their implementation. Costs will be developed that identify and quantify construction pay items for budgeting and bidding purposes. Our firm has experience with all types and sizes of transportation projects, which means that situations like utility relocations, bridge structures, lighting, traffic signal modifications, etc., have all been encountered, planned for, and appropriately costed.

As part of the process, Michael Baker will research and apply unit costs common to the project area. Useful resources are Caltrans bid forms and copies of recent bids received from contractors doing similar work. For preliminary costs, contingencies can be added in until design details are more accurately shown.

Task 4.0 Bid Document Preparation

Bid document preparation will include three steps. First, Michael Baker will prepare 50% complete engineered plans and present them to the City for review at an in-person meeting. Second, Michael Baker will prepare 100% complete plans and present them to the City for review at another in-person meeting. During this in-person meeting, Michael Baker and City staff will discuss additional documentation necessary for completion of the bid packet. Then, the final step is to prepare final bid documents (such as a Scope of Work and/or up to one addendum) to accompany the plans on the City of Riverside's Bids System website.

EXHIBIT "B"
COMPENSATION

Exhibit B - Compensation

Site Analysis Includes kick-off meeting, engineering field review, in-field community meeting, and review of preliminary base plan	\$9,355	\$3,000	\$12,355
Design Includes firebreak and stormwater modifications, construction drawings and supporting calculations for extension of domestic water, plumbing and electrical repair drawings and specifications, trail modifications, additional design services, and review of design concepts	\$45,736	\$5,000	\$50,924
Bid Document Preparation Includes cost estimation and preparation of 50% engineering and 100% engineering	\$14,982	\$2,000	\$16,982
Reimbursable Expense Aerial survey at one-foot contours	\$7,680		\$7,680
TOTAL ESTIMATE			\$87,941

Portion of Fees Per Task Per Project Team Member

Project Team Member	Task: Site Analysis	Task: Design	Task: Bid Document Preparation
Aaron Prannenstiel	10%	10%	7%
Siri Champion	16%	15%	10%
Jenna Tourje	6%	4%	0%
Randy Martin	9%	15%	10%
Tanya Bilezikjian	16%	15%	15%
Jeremy Franzini	9%	15%	10%
Jim Sinnema	16%	15%	10%
Ryan Zellers	0%	0%	3%
Associate Staff	18%	11%	35%
TOTAL	100%	100%	100%

Michael Baker is equipped for acceptance of electronic payments and will sign up for ePayables prior to signing the agreement.

EXHIBIT "C"

KEY PERSONNEL

Exhibit C - Personnel - Michael Baker International

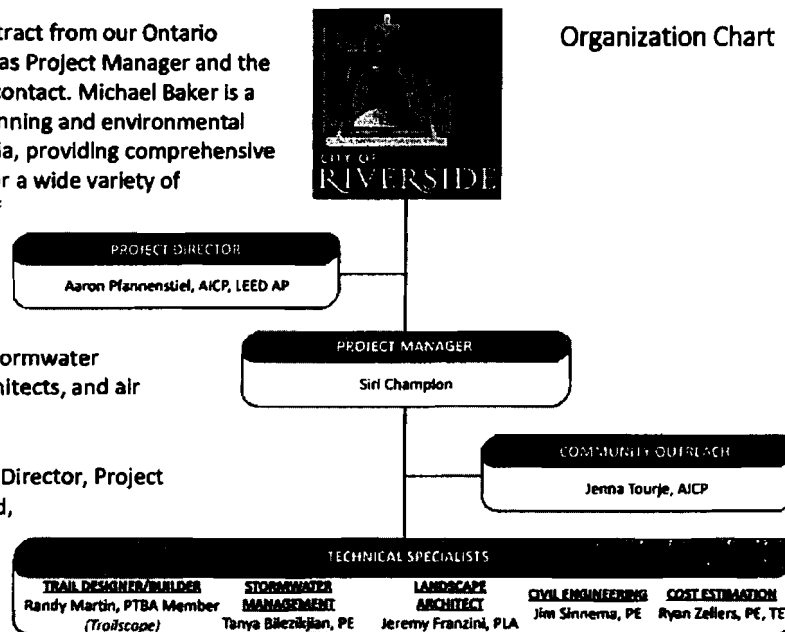
Mt. Rubidoux Unpaved Trail Modifications for Storm Water Management, Repairs, and Improvements, and Historic Water Feature Repair

Section 4 Personnel

Michael Baker will manage this contract from our Ontario office. Ms. Siri Champion will serve as Project Manager and the City's primary, day-to-day point of contact. Michael Baker is a recognized leader in the field of planning and environmental analysis within the State of California, providing comprehensive planning documents and services for a wide variety of multi-disciplinary projects. The staff includes certified planners, expert biologists, registered environmental assessors, registered traffic engineers, civil engineers, mechanical engineers, stormwater specialists, licensed landscaped architects, and air quality and noise specialists.

Condensed resumes for the Project Director, Project Manager, Community Outreach lead, Trail Designer/Builder, and Stormwater Management lead, are provided following the Experience Table below.

Organization Chart



Experience Table

Team Member Role	Years of Exp.	Education Licenses/Certifications	References
Aaron Pfannenstiel Project Director	13	M.U.R.P., 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona B.A., 2001, Environmental Studies, University of California at Santa Barbara B.S., 2001, Geological Sciences, University of California at Santa Barbara Licenses/Certifications American Institute of Certified Planners, 2006, 024026 LEED Accredited Professional, 2006	Bryan Mettler City of Huntington Beach 714-374-1565 Erik Morris City of Santa Rosa 707-543-3273
Siri Champion Project Manager	16	M.S., Urban Planning, University of Southern California B.A., Geography and Urban Planning, Macalester College	Phil Hamilton, Past President Big Bear Valley Trails Foundation 909-240-7046 Karen Reams, General Manager Rim of the World Recreation and Park District 909-337-7275
Jenna Tourje Community Outreach	9	M.U.R.P., 2011, Urban and Regional Planning, University of California at Irvine B.A., 2007, International Development, University of California at Irvine Licenses/Certifications Licensed IAP2 Public Participation Trainer, 2014 American Institute of Certified Planners, 2014, 027398	Amy Buch, Division Manager Orange County Health Care 714-834-5728 Denise Obrero, Community Outreach Coordinator City of San Clemente 949-361-6188

**Mt. Rubidoux Unpaved Trail Modifications for Storm Water Management,
Repairs, and Improvements, and Historic Water Feature Repair**

Team Member Title	Years on Project	Education Licenses/Certifications	Reference
Randy Martin Trail Designer/Builder	10	B.A., 1992, University of Phoenix Business Administration and Management, 1990, University of Phoenix Licenses/Certifications California General Contractor since 1980 Professional TrailBuilders Association member	Joel Rathje 530-257-7535 David Campbell 916-342-7119
Tanya Bilezikian Stormwater Management	15	M.S., 2001, Civil Engineering/Environmental, University of California at Irvine B.S., 1999, Chemical Engineering, University of California at Irvine Licenses/Certifications Construction General Permit Trainer, California, 2010 Qualified SWPPP Practitioner/Developer (QSP/QSD), California, 2010, 00072 Professional Engineer - Civil, California, 2008, 72119	Hazem Gabr Southern California Edison 626-476-9411 Claudia Stelding Riverside County Transportation 951-955-1694
Jeremy Franzini, PLA Landscape Architect	20	M.L.A., 1996, Landscape Architecture, Texas A&M University B.S., 1993, Environmental Studies, University of California at Santa Barbara Licenses/Certifications Landscape Architect, California, 2001, 4514	Bob Stallings, Parks and Recreation Director City of Malibu 310-456-2489 x225 Benny Tenkean, Principal Eng. City of Tustin 714-573-3161
Jim Sinnema Civil Engineering	25	B.S., 1992, Civil Engineering, California State Polytechnic University, Pomona Licenses/Certifications Professional Engineer - Civil, California, 1996, 55237	Dana Whitmer, Principal McWhit Properties, Inc. 949-514-0274 Tony Spindler, Vice President Yellow Iron Investments 626-222-4924
Ryan Zellers Cost Estimation	18	B.S., 1998, Civil Engineering, Purdue University Licenses/Certifications Professional Engineer, California, 2006, 69470 Traffic Engineer, California, 2007, 2418	Dennis Woods CVAG 760-346-1127 George Ghossain City of San Diego 619-236-7258

Condensed Resumes

Aaron Pfannenstiel, AICP, LEED AP | Project Director

Mr. Pfannenstiel's diverse background in environmental studies, geology, and urban planning, combined with his professional experience providing planning and geotechnical consulting gives him a solid understanding of hazards identification, assessment, and mitigation. Coupled with recent experience designing and analyzing hazard mitigation and climate adaptation related projects, allows Mr. Pfannenstiel to understand his client's needs. **Applicable experience follows:**

Thompson Creek Spreading Grounds, Claremont, California. Project Manager. Michael Baker developed a Master Plan for groundwater recharge enhancement, biological habitat restoration, trails expansion, and educational opportunities on private property located within the City of Claremont.

Artesia General Plan Update, Artesia, California. Served as Community Planner for the preparation of the General Plan Update. Conducted interviews with city departments and assisted in the preparation and review of the draft



Sustainability Element for the General Plan update. The project required extensive data collection and analysis, formulation and organization of goals, policies and objectives.

Siri Champion | Project Manager

Ms. Champion is a senior planner at Michael Baker International with experience managing and preparing pedestrian, bicycle, and equestrian trail plans focused on the application of sustainable trail design and integrating watershed, fire hazard management, and habitat function. During her years of experience, she has worked across public, private, and nonprofit sectors. She is not only a planner and advocate, but also an enthusiastic hiker, trail runner, mountain biker, and equestrian. Ms. Champion takes pride in her role in her home community of Big Bear Valley where she helped to advance pedestrian, bicycle, and equestrian infrastructure. Most notably, she worked as a volunteer with the Big Bear Valley Trails Foundation and the San Bernardino National Forest District Ranger to plan for and implement Skyline Trail, the first new single-track trail in over a decade which was constructed within a fire hazard mitigation area. **Applicable experience follows:**

Rim of the World Active Transportation Plan. Rim of the World Recreation and Park District. Responsible for overseeing a team reviewing site conditions, collecting priorities from the public, and designing a network of recreational trails and pathways for pedestrian, bicycle, and equestrian users.

Big Bear Valley Wildland Park and Pebble Plain Preserve. Big Bear Valley Education Trust. Managed and produced a development plan for an outdoor education center and habitat preserve. The plan goals for recreational trails, forest health, watershed improvement, habitat restoration, job creation, community access, and place-based STEM education on 400 acres of private and National Forest System land.

Big Bear Valley Pedestrian, Bicycle, and Equestrian Master Plan. City of Big Bear Lake. Managed data collection, public outreach, technical analysis, and plan production. The plan identifies pedestrian, bicycle, and equestrian projects across multiple jurisdictions and marries active transportation improvements to economic development opportunities with a focus on recreation, wellness, and tourist industries.

Jenna Tourje, AICP | Community Outreach

As a planner, Ms. Tourje is skilled in a number of public outreach and facilitation techniques, and is committed to empowering communities towards real and meaningful change. Certified by the International Association of Public Participation (IAP2), Ms. Tourje is an expert in the field of community engagement. **Applicable experience follows:**

Earvin "Magic" Johnson Recreation Master Plan, Los Angeles, California. LA County Parks & Recreation. Public Involvement Coordinator. Responsibilities include all aspects of coordinating and planning community workshops for the Earvin "Magic" Johnson Park Master Plan. The Earvin "Magic" Johnson Recreation Master Plan (EMJ) is approximately a 120-acre recreation area located within a disadvantaged urban community known as South Central-Willowbrook area where the community consists of 58% Hispanic or Latino and 35% African-American residents. The Project is a community-based and needs-based preliminary design of a state-of-the-art recreational facility in the EMJ Recreation Area.

Valley Boulevard Corridor Specific Plan Health and Wellness Elements, San Bernardino County, California. Southern California Association of Governments. Public Involvement Coordinator. Responsible for coordinating public engagement efforts, researching and writing the Health and Wellness Profile, and facilitating workshops. Michael Baker provided planning services to incorporate a health and wellness focus into the specific plan for the Valley Boulevard Corridor.



Randy Martin, PTBA Member | Trail Design

Mr. Martin is a trail designer, contractor, mountain bike enthusiast and advocate as well as a regular speaker at the Professional Trail Builder's Association conferences. Randy understands how to blend the user needs with an artful flow that brings the cyclist, runner and hiker back time and again. Randy founded Trallscape, Inc., a design-build company that specializes in expertly crafted trails throughout California. He integrates the preferences of many different user groups and is familiar with all varieties of terrain, as well as the challenges presented by them. As a result, his portfolio includes a wide range of projects including backyard, fitcourse, ski area, mountain-bike specific, and hiker specific trails. **Applicable experience follows:**

San Diego Developer Trail, San Diego, California. *Private Developer.* To fulfill part of a developer agreement, Mr. Martin was contracted to build a natural surface trail. The trail was designed to minimize drainage problems and to offer residents access without compromising the privacy of individual homes.

China Peak Trail, China Peak Ski Area, California. *China Peak Mountain Resort.* Mr. Martin was responsible for in-field design and construction of a flow trail located on moderately sloped ski runs.

Genoa Hiking Trail, Minden, Nevada. *Carson Valley Trails Association.* As designer/builder, Mr. Martin created a 16-mile natural trail with switchbacks, positive flow, and sustainable characteristics to ensure longevity of the project.

Tanya Bilezikjian, PE, QSD/QSP | Stormwater Management

Ms. Bilezikjian has extensive experience in stormwater management and water quality, including prior experience as a Water Resources Control Engineer at the Regional Water Quality Control Board, Los Angeles Region. She is a Project Manager for several large permit holders in California including Southern California Edison, Caltrans, and Riverside County Transportation. She works with each of these clients to implement and enhance their stormwater programs. **Applicable experience follows:**

Storm Water Compliance Inspections and Restoration Coordination, Southern, California. *Southern California Edison Company.* Project Manager. Responsible for project management. Michael Baker provided construction stormwater support to the Tehachapi Renewable Transmission Project in the Angeles National Forest, including site inspection, erosion and sediment control design and implementation, unpaved access road drainage assessments and inspection, and ongoing coordination with the SCE Restoration Biologists for the project. This project included over 250 tower locations throughout steep terrain and sensitive habitat, requiring customized site management solutions for each tower location.

County Transportation Facility Assessment and Program-Level Compliance, Riverside County Transportation Department, California. Project Manager/Designer. Provided MS4 permit compliance assistance to Riverside County Transportation staff responsible for the County's stormwater management tasks. Services include training development and delivery, WQMP review, municipal facility and construction site annual reviews, and drop in site visits.



Section 4 Experience

Founded in 1940 and celebrating 75 years of supporting our communities, Michael Baker is a leader in engineering, consulting, planning, technical, and professional services with a local focus and global expertise. Michael Baker has over 90 offices and 6,000 employees worldwide and offers a full continuum of innovative solutions in planning, survey, architectural, environmental, construction, program management and life cycle support, as well as information technology and communications services. The company provides comprehensive services in support of U.S. federal, state, and municipal governments. As a unified company, Michael Baker is poised for another 75 years of global reach and local impact.

Representative projects are presented on the following pages, highlighting the team's extensive, recent experience. These projects demonstrate our ability to complete projects similar in magnitude, on schedule, in an efficient, cost-effective manner using innovative techniques.

San Sevaline Trail Initial Study/Mitigated Negative Declaration

Michael Baker is currently preparing an Initial Study/Mitigated Negative Declaration for the proposed San Sevaline Trail project. The project involves the construction and operation of a 1.25 mile long Class I bike and pedestrian trail (multi-use trail), along the San Sevaline Channel between Banyan Street and the Pacific Electric Trail within the Cities of Fontana and Rancho Cucamonga. The existing alignment is occupied by an asphalt maintenance road that would be striped and signed to create the 12-foot-wide multi-use trail. The project would be constructed entirely within the San Bernardino Flood Control right-of-way.

Reference:
City of Fontana
Rina Leung
(909) 350-6566

Santa Ana River Trail – Corona, Norco, Eastvale Segment

Michael Baker provided planning, design, and permitting for approximately nine miles of regional bikeway and hiking/riding trails. The trails begin at the Prado Dam outlet channel, part the dam and spillway, and extend up the Santa Ana River to the City of Eastvale. Michael Baker developed final recommendations for the trail alignments and amenities and provided civil engineering, surveying, landscape architecture, and support services for the development of final construction documents and processing of agency permits. The project includes extensive coordination with the U.S. Army Corps of Engineers, Orange County Flood Control District, Orange County Water District, and the Cities of Corona, Norco, and Eastvale.

Reference:
Riverside County Regional
Park & Open Space District
Marc Brewer
(951) 955-4316

Santa Ana River Trail – Phase IV, Trail and Recreation Plan

Michael Baker provided civil engineering and surveying services for the development of a comprehensive trail and recreation plan for the Santa Ana River Trail (SART) that included research, preliminary design, project coordination, California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental studies, contract plans, profiles, and specifications for construction of the project trail and facilities.

Reference:
County of San Bernardino
825 East Third Street
San Bernardino, CA 92415
John Holloway, Landscape
Architect, KTU+A
(619) 294-4477 x 133

Previously, the river corridor provided somewhat localized, divergent and often isolated recreational activities ranging from camping, bird watching, hiking, bicycling, and horseback riding to more urban regional park functions. The State of California Department of Parks and Recreation was one of the agencies funding the project.



The trail was designed on the south side of the Santa Ana River from California Street in Redlands to Greenspot at the Seven Oaks Dam in Highland where the trail connected to the existing U.S. Forest Service Santa Ana River Trail. The SART was constructed primarily upon existing levees and San Bernardino County Flood Control District property. The SART was designed as a Class 1/multi-use paved trail with a minimum ten-foot-wide, paved surface and a minimum four-foot-wide, non-paved trail. The trail ramped under Highway 30, Alabama, and Orange Streets. Michael Baker evaluated the opportunities, constraints, and safety issues as the trail route was proposed around the following facilities:

- The California Street Landfill
- Redlands Wastewater Treatment Facility
- The Trap and skeet range located west of Orange Street at the Santa Ana River

San Diego Creek Bank Protection and Regional Bike Trail, Planning Area 39 Reach

Michael Baker prepared the final plans, specifications, and estimates for the design of approximately one mile of bank protection along the San Diego Creek Channel and the installation of the City's master planned bike trail. The trail improvements included: the extension of the City of Irvine's master planned trail from under the I-405 Freeway and the challenging design of a low water crossing of the creek. Channel hydrology, hydraulics and stability evaluations for the San Diego Creek through the Planning Area 39 Reach were prepared to guide the design of the facilities. This evaluation addressed regional hydrology, channel and floodplain hydraulics, sediment continuity, channel bed and bank stability, effectiveness of existing grade control structures, current level of flood protection, and identified recommended improvements for the bank protection and low water crossing to avoid adverse impacts to existing facilities. The regional hydrology and hydraulics were modeled using County standard methods to assess the impacts resulting from the proposed improvements, and compared them with previously established flow rates for the channel from the San Diego Creek Regional Flood Control Master Plan. In addition, the post-project channel floodplain hydraulics for the study reach were analyzed to determine the 1% annual chance level of flood protection based on the recommended flood protection improvements.

Reference:
Irvine Community
Development Company
550 Newport Center Drive
P.O. Box 6370
Newport Beach, CA 92658
Jamie Yoshida, Vice
President
(949) 720-2702

A sediment transport analysis was prepared for the channel reach based on the existing watershed conditions to determine the stability of the existing channel, and the impacts of the proposed low water crossing. The results of the analysis showed the existing natural channel section was generally stable and extensive channel improvements were not required with the trail improvements. This recommendation allowed for the natural channel to remain in its current configuration and subsequently protect the sensitive stream habitat within the channel system. The final design for the trail low water crossing included a concreted lined bikeway section within the creek floodplain limits with two banks of low flow culverts to address the meandering channel thalweg and riprap slope protection. The improvements were processed through Caltrans to obtain an encroachment permit for construction.