

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MICHAEL BAKER INTERNATIONAL, INC.

MOUNTAIN RUBIDOUX PARK EROSION REPAIRS – RFP 2099

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), 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 Design of Mitigated Measures for Four (4) Erosion Sites Throughout Mountain Rubidoux Park Consisting of Varying Degrees of Damage (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2021, 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 One Hundred Ten Thousand Nine Hundred Sixty Six Dollars Seventy Five Cents (\$110,966.75) 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
Department, Planning and Design Division
City of Riverside
Attn: Jordan Maus
6927 Magnolia Ave.,
2nd Fl.
Riverside, CA 92506

To Consultant

Michael Baker International, Inc.
Attn: Todd Pitner
3536 Concours Street
Ontario, CA 91764

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. Consultant will reimburse City 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 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 the Superior Court, 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, military and 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.** 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

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

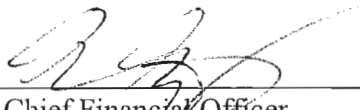
MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation authorized to do
business in California

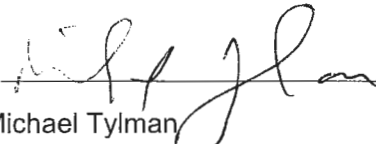
By: _____
City Manager

By:  _____
Jonis Smith
[Printed Name]
Vice President
[Title]

Attest: _____
City Clerk

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 Services

PROJECT LOCATION – 4706 Mount Rubidoux Drive, Riverside, CA 92501.

FUNDING SOURCE – Federal Emergency Management Agency (FEMA)

PROJECT SUMMARY – Design of Mitigation Measures for (4) Erosion Sites Throughout Park Consisting of Varying Degrees of Damage

PROJECT SCOPE - Work shall consist of the following:

1.00 – SITE INVENTORY & ANALYSIS

- 1.1 Review record plans, utility plans, background data and documents, and other data as needed to prepare base sheets.
- 1.2 Existing trees, utility or special easements, steep slopes, and other features are to be mapped, labeled, and highlighted.
- 1.3 Consultant shall meet with various City departments and agencies (e.g. Planning, Public Utilities, Parks and Recreation) to gather input regarding the project, such as ADA Requirements, Special Requirements, etc.
- 1.4 Identify and address area hydrology, existing stormwater infrastructure, and site hydraulics.
- 1.5 Identify and address safety issues with existing facilities and infrastructure within the project footprint.
- 1.6 Provide a ground survey of all visibly utilities, structures, and physical improvements within limit of work.
- 1.7 Drainage infrastructure, top of grates, flow lines, etc.
- 1.8 Consultant shall visit the site as necessary to become familiar with the existing conditions and improvements.
- 1.9 Consultant shall obtain a geotechnical soils report in order to help identify opportunities and constraints, and to ensure feasibility and design recommendations for the proposed use of the site.

2.00 – SCHEMATIC / DESIGN DEVELOPMENT

- 2.1 Utilizing the site inventory and analysis information along with input from FEMA, City, and additional stakeholders, the Consultant shall develop, evaluate, and prepare initial design plans with preliminary cost estimates for each site.
- 2.2 Refinement of design options based on team and stakeholder feedback.
- 2.3 Consultant shall prepare schematic design studies and site plans to illustrate Consultant's recommended solution, together with a general description of the Project, and shall submit same for review and approval in writing by the Department.

3.00 – PRELIMINARY CONSTRUCTION BID DOCUMENTS

- 3.1 Using the schematic design phase documents approved by the Department as a guide, Consultant shall prepare preliminary construction Bid documents consisting of any and all documents necessary for competitive public Bid of the Project. Such documents may include, but are not necessarily limited to the following: site construction plans; demolition plans; wayfinding & signage plans; and other drawings; project-specific recommended editorial revisions to the City's Master Specifications fixing and illustrating the size and character of the Project in its essentials and identifying the types and kinds of materials and equipment, quality and methods of construction, structures, and mechanical and

electrical systems; Revised Opinions of Probable Project Construction Costs; and such other work as may be required to enable the construction contractor to complete construction of the Project.

- 3.2 Base Sheet Submittal: Consultant shall submit to the Department a set of preliminary base sheets for review and written approval. This submittal shall include the following:
 - a. Base sheets for demolition work showing all known existing conditions and existing improvements at the site, all clearly labeled and identified showing type, material, size, depth of cover (if known) and other identifying information.
 - b. Base sheets for all new construction showing all existing improvements that will remain after demolition and all proposed improvements to the site (graphically differentiated from existing). These base sheets shall not show existing improvements slated for demolition.
- 3.3 Preliminary Construction Bid Document Submittal: After Consultant obtains the Department's written approval of the base sheet submittals, Consultant shall prepare and submit to the Department the following Preliminary Construction Bid Documents:
 - 3.3.1 Preliminary Plans:
 - 3.3.1.1 Preliminary Grading Study of the entire project site showing existing and proposed contours and vertical control benchmark information.
 - 3.3.1.2 Demolition/Clearing - 80% complete.
 - 3.3.1.3 Layout/Construction Plan demonstrating proposed layout method, and horizontal benchmark control.
 - 3.3.1.4 Preliminary site utility plans (electrical, water, sewer, etc.)
 - 3.3.2 Preliminary Construction Details.
 - 3.3.3 Preliminary Specifications information consisting of Catalog Cut Sheets for all proposed equipment and hardware, and listing of all materials.
 - 3.3.4 Revised Opinion of Probable Project Construction Costs.
- 3.5 Consultant shall obtain the Department's written approval of the Preliminary Construction Bid Document Submittals prior to beginning work on the Final Construction Bid Document Phase.

4.00 – CONSTRUCTION BID DOCUMENTS

- 4.1 Consultant shall prepare from the approved preliminary construction Bid documents final construction Bid documents setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes and equipment required for the construction, ADA compliance, and other work as necessary for the full development of the Project.
- 4.2 Consultant shall prepare written drafts, based upon Consultant's review and editing of City's Master Specifications and Bid proposal and Construction Agreement forms, all of which shall be subject to approval by the City Attorney as to form and by the Department as to content.
- 4.3 50% Complete Submittal: Consultant shall submit to the Department for review two (2) sets of "50% complete" Final Construction Bid Documents. This submittal shall include the following:
 - 4.3.1 Demolition Plan - 100% complete.
 - 4.3.2 Grading Plan - 80% complete showing all proposed contours and significant spot elevations, together with structural soils report.
 - 4.3.3 Layout/Construction Plan - 50% complete showing proposed detail references.
 - 4.3.4 Construction Details - 80% complete.
 - 4.3.5 Preliminary Draft of Material Specifications (edited from City's Master Specifications).
 - 4.3.6 Revised Opinion of Probable Project Construction Costs.
- 4.4 100% Complete Submittal: After Consultant has completed the revisions required by the Department's review of the 50% submittal, and the subsequent completion of the construction Bid documents to 100% completion, Consultant shall submit to the Department a sufficient number of "100% completed" sets of Final Construction Bid Documents, including other supporting documents as appropriate, for the following formal plan check processes as applicable:
 - 4.4.1 Park and Recreation Department:

- 4.4.1.1 Design Intent Plan Check
 - 4.4.1.2 Construction Bid Document completeness and accuracy Plan Check
 - 4.4.2 Planning / Building & Safety Department:
 - 4.4.2.1 Permit Issuance Plan Check
- 4.5 In addition to the construction Bid documents, Consultant shall provide to the appropriate City departments for review the structural soils reports, preliminary Bid Package, all necessary structural calculations (i.e., footing structural calculations for retaining walls, structures, etc.), and grading cut and fill calculations.
- 4.6 Consultant shall revise plans and edit specifications as necessary to obtain required approvals from all governing public agencies.
- 4.7 Consultant shall prepare and submit to the Department for review and approval a Revised Opinion of Probable Project Construction Costs arising from market fluctuations or approved changes in scope or requirements.
- 4.8 Final Approval of Construction bid Documents:
 - 4.8.1 Consultant shall submit the bid Department for review and final approval two (2) sets of the final bid Proposal with all bid Schedules, a proposed Final Opinion of Probable Project Construction Costs, final construction bid documents together with the "originals" reflecting the final approved bid schedule(s), all as approved and signed by all other public agencies having jurisdiction, for the review and final approval of the Department prior to printing of multiple sets of the Bid documents. Upon the Department's approval of the proposed Final Opinion of Probable Project Construction Costs, it shall become the Final Opinion of Probable Construction Costs for bid evaluation.

5.00 – CONSTRUCTION ADMINISTRATION SUPPORT

- 5.1. After the award of a Contract for Construction, the selected Company shall provide the following Construction Administration Support work items, as needed:
 - 5.1.1. After obtaining final approval of the Final Construction Documents by the Department, Consultant shall reproduce multiple sets of the final approved construction documents for the Construction Contractor's use during construction.
 - 5.1.2. Consultant shall prepare, or shall cause to be prepared, a fully annotated digital set of plans and specifications to reflect the finished dimensions, location of all buried utility lines and all other changes to the work made prior to or during the construction of the Project ("Record Drawings").
 - 5.1.3. Consultant shall endeavor to secure compliance by the construction contractor with the requirements of the construction contract documents. Although Consultant is not required to guarantee the performance of the construction contractor, Consultant shall not recommend for approval any work that does not comply with the intent of the construction contract documents.
 - 5.1.4. Consultant shall employ at Consultant's own expense a competent materials laboratory to take all required tests to assure the materials used during the construction comply with the minimum requirements called for in the Construction plans and specifications.
 - 5.1.5. Consultant shall observe the work promptly whenever requested to do so by City representatives; shall provide periodic inspections at the site as Consultant and City mutually deem necessary to render construction observation, which is distinguished from the continuous personal inspection by the Project Inspector or Clerk-of-the-Works; shall attend job site meetings when necessary in order to provide clarifications regarding design; shall review schedules and shop drawings to verify their compliance with the construction contract documents and make comment on same to City; shall review proposals for substitution of materials and equipment, and laboratory reports thereon, and make recommendations to City regarding approval or disapproval of same; shall assist City in the negotiation and preparation of change orders; shall provide recommendations to City regarding the determination of the date of substantial

completion; shall participate in the final inspection of the Project; shall assemble, or shall cause to be assembled, written guarantees, instruction books, diagrams and charts required of the contractors; and shall issue Consultant's Certificate of Completion to City and make recommendations for final payment.

9.1.6. Consultant shall provide advice to the Department on any apparent deficiencies in construction discovered after the acceptance of the work but prior to the expiration of the construction contractor's contract guarantee period. Upon request by the Department, Consultant shall recommend to and direct the construction contractor in the action to be taken to correct or resolve such deficiencies.

9.1.7. Within thirty (30) days following the date of Consultant's signing of Consultant's Certificate of Completion, Consultant shall deliver, or cause to be delivered, to the Department the complete set of photo-mylar reproducible drawings showing each Project component as finally constructed ("Record Drawings") as well as AutoCAD and PDF copies on a USB.

10.00 – DELIVERABLES

10.1 Consultant shall provide copies of all digital files used/created during the project (AutoCAD, Photoshop, etc.) as well as scaled and ready to print color PDFs of all documents listed within the scope of this Bid.

SUPPLEMENTAL DOCUMENTS ATTACHED – FEMA Damage Descriptions of Sites 1-4, FEMA Mitigation Scope for Sites 1-4, Damage Location Sites 1-4 Photos, Sites 1-4 Location Map

June 29, 2021

City of Riverside
Parks and Recreation Department
3900 Main Street
Riverside, CA 92522

Re: Proposal for Professional Services for Mountain Rubidoux Park Erosion Repairs
Addendum #1, June 29, 2021

Luz Granados and Jordan Maus,

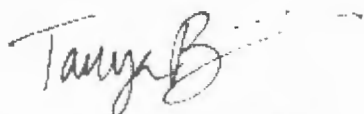
Thank you for taking the time on Thursday, June 24, to speak with Kyle Turner and I to discuss opportunities to reduce design costs. Michael Baker International (Michael Baker) is pleased to provide our updated proposal (Addendum #1) for professional engineering services for the City of Riverside's Mountain Rubidoux Park Erosion Repairs project. Addendum includes revised Section d, Approach / Scope of Work and Section f, Fee Proposal Section.

An "Alternative Approach" is considered to reduce the level of effort in the evaluation and design of Sites 1, 2 and 4. Gabion retaining walls are proposed at all three locations on the down-gradient side of the existing asphalt road. Due to the similarities of site conditions and proposed mitigation at these three locations, Michael Baker International is proposing to consolidate these three areas and utilize one design: applicable to all three locations. Design adjustments will be accounted for on the plans, as necessary, to account for site-specific topography at each location.

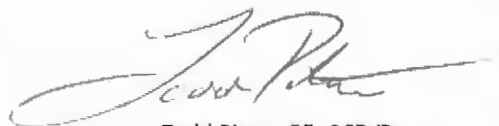
This alternative approach is intended to improve efficiency without compromising the quality of the design. The level of design detail shown on the plans will not differ from original proposal.

During the City's review process and throughout the project, please contact Todd Pitner with any questions. Todd can be reached at todd.pitner@mbakerintl.com, or mobile number (949) 933-2552. We look forward to the opportunity to discuss our proposal with the City staff in greater detail and to continue our working relationship.

Respectfully submitted,



Tanya Bilezikjian, PE, QSD/P
Project Principal / QA/QC



Todd Pitner, PE, QSD/P
Project Manager



Drainage will be designed to follow drainage patterns that will convey flows to proposed drainage features that minimize erosion potential and take advantage of the existing topography and site features to the maximum extent possible. Temporary measures such as construction Best Management Practices (BMPs) for erosion and sediment control may be deployed during construction activities but will not be part of a permanent solution. Drainage will be considered in concert with all other project goals to ensure that the selected solutions work with the overall plan and provide a long-term solution.

Michael Baker will use field observations and the field survey to understand grade, side-slopes, drainage patterns, soils, rocks, and biological resources to identify opportunities for erosion mitigation design concepts. The recommended Design Concepts at each site will be presented to the City for review and approval.

As a final step to Task 2.0, proposed erosion mitigation designs for each project site will be illustrated in a preliminary design concept, which will be presented to the City in advance of construction cost estimation and preparation of final engineering.

Michael Baker has designed several erosion mitigation solutions and is familiar with the types of construction activity needed for successful 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 erosion mitigation projects.

As part of the process, Michael Baker will research and apply unit costs common to the project area. Useful resources are 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 3.0 Preliminary Construction Bid Documents

Michael Baker will prepare a Base Sheet submittal for review and written approval. Base sheets will be provided for the demolition work showing all known existing conditions and existing improvements at each site, all clearly labeled and identified showing type, material, size, depth of cover (if known) and other identifying information. Base sheets will include proposed improvements to the site (graphically differentiated from existing) and identify existing improvements that will remain and shall be protected in place during construction.

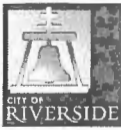
Upon receiving written approval of Base Sheets, Michael Baker will prepare and submit Preliminary Construction Bid Documents to include preliminary plans, construction details, specifications, and opinion of probable costs. The level of detail for this preliminary submittal can be adjusted, as necessary, per City's preference.

Michael Baker will obtain the Department's written approval of the Preliminary Construction Bid Documents prior to beginning work on the Final Construction Bid Documents.

Task 4.0 Construction Bid Documents

Michael Baker will prepare Final Construction Bid Documents for review prescribing the work to be done and the materials, workmanship, finishes and equipment required for the construction, ADA compliance, and any other work as necessary for the full development of the Project.

Submittals will consist of a 50% Complete Submittal and 100% Complete Submittal. In addition to the construction Bid Documents, Consultant shall provide to the appropriate City departments for review the structural soils reports, preliminary Bid Package, all necessary structural calculations (i.e., footing structural calculations for retaining walls, structures, etc.), and grading cut and fill calculations.



Michael Baker will revise plans and edit specifications, as necessary, to obtain required approvals from all governing public agencies. The Opinion of Probable Construction Costs will also be revised, as necessary, to adjust for market fluctuations or approved changes in scope or requirements.

Task 5.0 Construction Administration Support

After the award of the Contract for Construction, Michael Baker will provide Construction Administration Support as outlined in the project Request for Proposal. The Construction Administration Support would include the reproduction of Construction Plans in hard copy and digital versions for use by the Contractor, monitor Construction activity, provide materials testing at the full expense of the Contractor, provide periodic inspections to insure proper construction of proposed erosion mitigation facilities, review and provide approval for Contractor submittals, assist the City in the negotiations and preparation of change orders, and provide a set of As-built drawings for each project site along with a Consultant Certificate of Completion.

(Costs outlined in Exhibit H includes 32 hours towards Construction Administrative Support. Time in excess of 32 hours will be billed separately on a time and materials basis.)

EXHIBIT “B”
COMPENSATION

EXHIBIT “C”

KEY PERSONNEL

Tanya Bilezikjian (Project Principal)
Todd Pitner (Project Manager)
Tim Muli (Hydrologist)
Blanco Soto (Civil Design)
Kyle Turner (Structural Design)
Patrick Hanify (Construction Support)
Aaron Singer (Construction Support)
RMA Geotechnical (Geotech Subconsultant)