

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PROACTIVE ENGINEERING CONSULTANTS, INC.,  
dba PRINCIPAL OF Q3 CONSULTING

Monroe MDP Monroe Storm Drain Channel Stage 5 Project (RFP No. 2067)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and PROACTIVE ENGINEERING CONSULTANTS, INC., a California corporation, doing business as PRINCIPAL OF Q3 CONSULTING (“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 Monroe MDP Monroe Storm Drain Channel Stage 5 Project (RFP No. 2067) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2026, 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 Three Hundred Ninety-Five Thousand Eight Hundred Seventy-Five Dollars (\$395,875.00), 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

Public Works/Engineering Department  
City of Riverside  
Attn: Daniel McGuire  
3750 University Avenue  
Riverside, CA 92501

To Consultant

Proactive Engineering Consultants  
dba Principal of Q3 Consulting  
Attn: John McCarthy  
27051 Town Centre Drive, Suite 270  
Foothill Ranch, CA 92610

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

34. **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.

34.1 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.

34.2 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.

34.3 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.



35. **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

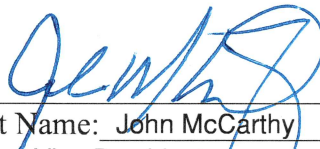
**[SIGNATURES ON THE FOLLOWING PAGE]**

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

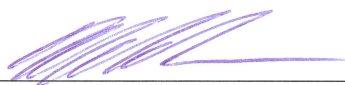
PROACTIVE ENGINEERING CONSULTANTS a California corporation, doing business as PRINCIPAL OF Q3 CONSULTING

By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Print Name: John McCarthy  
Title: Vice President  
(Signature of Board Chair, President, or Vice President)

Attest: \_\_\_\_\_  
City Clerk

and

By:  \_\_\_\_\_  
Print Name: Mark Anderson  
Title: Chief Financial Officer  
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

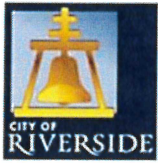
By:  \_\_\_\_\_  
Chief Financial Officer

Approved as to Form:

By:  \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**



## 4. Project Understanding & Scope of Work

### Project Understanding

The City of Riverside is soliciting services for the preparation of design plans for the Monroe MPD Storm Drain Channel Stage-5 in partnership with the Riverside County Flood Control and Water Conservation District (District). The project includes the covering (replacing channel with reinforced concrete box, RCB) of the existing trapezoidal channel. Similar to the MPD Monroe Channel Stage 4 project, this project intends to replace the existing open channel with an RCB and provide landscape architectural features above it.



*Sorrento Drive Crossing*

The selected consulting team will be working with the City and District to design a closed drainage system with landscape architectural surface treatments consistent with those constructed in the Monroe Channel, Stage-4 project.

The existing Monroe Storm Drain facility was constructed using a design flowrate well below the 100-year. The Monroe Channel, Stage-4 project was recently modified to be constructed to a design storm of approximately 10-years.

Along the proposed project reach, the channel contains two roadway crossings: Sorrento Drive; and Delano Drive. The proposed RCB will need to transition into these existing crossings, as well as the structures at the upstream end and the crossing at the downstream end (Colorado Avenue). Multiple junctions exist within the project reach. Most notably, two major junctions exist that will require special design consideration.

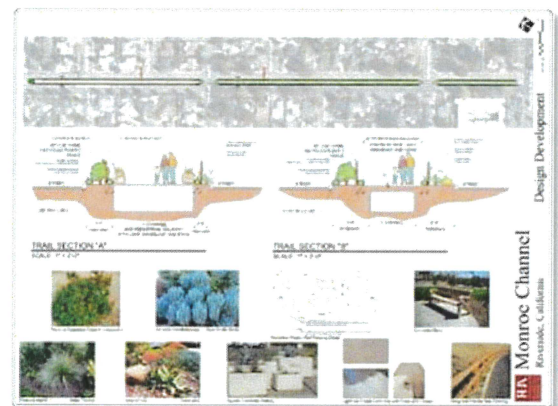
Along the southwestern edge of the project alignment, above ground electrical lines will need to be evaluated. From Delano Drive to Colorado Avenue, four (4) utility poles exist just inside the curb within the landscaped area. It is anticipated that these structures, at a minimum, will be protected in place.

### Key Issues

The Q3 Team has identified several key issues and critical design elements that will influence the project. A brief description of these issues is provided below and are resolved in the Scope of Work.

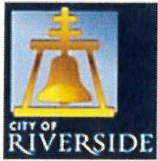
**Coordination** – This project will be reviewed by both City and District. Close coordination will be necessary to identify potential improvements for City backbone storm drain as well as regional backbone facilities. Coordination with both agencies will ensure a complete picture is given of current issues and any potential solutions include goals from both agencies, including maintenance access.

**Local Knowledge** – The Q3 team has extensive Civil Engineering and drainage design experience in Riverside County. Currently, Q3 Consulting is an On-Call consultant for both the District and the City. Work for the District includes large regional channel designs, such as the Bedford Canyon Channel design project Stage 1 and 2, and Whitewater River channel improvements. Team members



*Monroe MPD Storm Drain Stage-4 Landscape Plans*





## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES Monroe MPD Storm Drain Channel – Stage 5 Project

RHA also have extensive experience in the City including the preparation of the Landscape Architecture plans for the Stage 4 project.

**Design Flowrates** - The upstream project (Stage-4) and the tributary laterals to this Stage-5 project were designed to the 10-year design storm. The RFP calls for evaluation of 100-year hydrology along the local /adjacent catch basins and associated laterals. This larger event will cause flooding. As part of this project, it will be important to identify the impacts of larger events and minimize the impacts associated with the project improvements. A total of 16 outfalls (junctions) were preliminarily identified along the project reach. Each one of these will be evaluated for potential impacts as the channel characteristics will change. Q3 will work to reduce or eliminate this impact using our experience in drainage design.

**Structural Design of Junctions** – The project reach includes two major junction structures, and a third smaller structure that will require non-standard structural design. The Arlington-Monroe Storm Drain Extension (C-12) will require a special structure to junction a double RCB into a double RCB. This can be accomplished by designing a single box junction structure (or one with a center “window”. Another special structure will be required for the confluence of the channel (single box) just upstream of the Jackson Elementary School (Jackson Storm Drain). Like the Arlington-Monroe junction, flows will need to be able to enter both cells of the main line double RCB.

**MPD Storm Drain System Cohesion** – It will be important to ensure this project design is consistent with the previous Stage-4 project, recently constructed. Q3 teaming partner RHA will ensure a seamless design with the previous Stage-4 project exists.

### Project Approach

The Q3 team’s proposed work plan is based on a two-phased approach for successful completion of this project. The general requirements of each phase include the following:

#### Phase 1: Baseline Studies and Preliminary Concept Design

The first step of the analysis will be to meet and coordinate with the City and the District to understand the assumptions and parameters used in their initial calculations, as well as goals and potential limitations for the project. The Q3 Team will peer review the previous hydrology and provide recommendations to ensure that the hydrology and existing system hydraulics are defined in a way that will facilitate the development and integration of the recommended improvements. We will establish protocols and identify key personnel at the City and District to coordinate with. The Q3 Team will collect all available information, including topographical data, facility as-builts, and available technical reports (i.e. geotechnical and drainage). We will work with the City to acquire the existing condition models and to start the alternatives analysis.

#### Utility Research

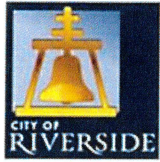
The Q3 Team will research the project area and identify impacted utilities. Submittals will be processed and sent to the Utility Companies for their records. We will meet and coordinate with the Pothole consultant to assist with utility coordination and interaction w/ personnel during process. Our team will develop a composite plan of known and researched utilities for use in the Civil Design plans.



*PS&E of RCB Crossing at Avenue E in Yucaipa, CA*

#### Hydrology and Hydraulics

Data acquisition will include regional hydrology for the design of the Monroe Storm Drain (SD). It is assumed that a 10-year design flowrate will be provided by the City. Field investigations will be prepared to identify all local catch basin inlets and



## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES Monroe MPD Storm Drain Channel – Stage 5 Project

associated laterals. Local hydrology will be performed using the Rational Method in District approved software for the 10- and 100-year design storm events. Flows will be added to the Monroe SD at the respective lateral junction locations. A final hydraulic model will be prepared for Monroe SD using WSPG to identify the hydraulic grade line (HGL). It should be noted that covering the channel could reduce the hydraulic capacity of the system (raising slightly the HGL). The existing crossings may restrict flows, even with effective transition structures. If this is the case, the Q3 team will evaluate the hydraulic impacts to the adjacent laterals and systems and present possible structural mitigation measures.

### **Geotechnical Investigations**

Converse Consultants will work with the team to review existing documents and plot potential boring locations along the storm drain alignment. It is estimated that approximately 8 borings (total) will be drilled to a depth of 15 feet below existing grade or refusal, whichever is shallower. Samples will be taken for laboratory testing to support the proposed design. A final Geotechnical Engineering Report will be prepared with findings and recommendations.

### **Landscape Architecture**

RHA will prepare initial drawings to illustrate the landscape details for the surface treatments. These exhibits will be prepared as a rough concept to be developed in more detail for Phase 2. The goal of this exhibit is to get buy-off from the City for the concept.

### **Structural Engineering**

The Q3 team will evaluate the structural needs of the project based on the proposed design. Structural calculations will be necessary for the two main confluences: the Jackson Storm Drain; and the Arlington-Monroe Storm Drain. Additional calculations will most likely be needed at the Monroe Storm Drain junction, since the existing outlet and proposed new box will require additional reinforcement beyond that of a standard junction.

### **Technical Memorandum**

The results of Phase 1 will be summarized in a technical report, along with concept drawings (11x17 exhibit) of the storm drain improvements. Q3 will work with the City and District to gain final approval of concept and level of flood protection prior to the start of Phase 2.

## **Phase 2: Design Plans and Construction Support Services**

### **Plans, Specifications, and Estimates**

Phase 2 will include design and preparation of plans, specifications, and estimates for the preferred alternative for both the Civil Engineering and the Landscape Architecture based on the findings and work performed in Phase 1. A series of plan submittals will be completed to ensure the City and District comments are addressed (per RFP). The Q3 team will coordinate with the City's CEQA consultant to minimize project impacts. The final element of this phase will include engineering support services during construction.



## Scope of Work

The detailed scope of work is provided in the RFP. Below is a list of clarifications identified and further definition.

### Task 1 – Client and Agency Project Meetings & Coordination

This task includes preparation and minutes for up to five project milestone (5) meetings. In addition, it is anticipated that up to five (5) additional project status meetings will be required to discuss and coordinate potential project issues.

### Task 2 – Utility Coordination

Q3 will obtain existing available data and technical studies from the City and County related to the area. The following

#### *Task 2.1 Utility Research*

Utility research will be coordinated with the City. Q3 will help draft utility notification letters. City will send out letters and coordinate with agencies. Q3 will identify and map those utilities that are identified for use in the Final Design Plans.

#### *Task 2.2 Utility Locating*

The Q3 team will coordinate with the potholing company for locations in drilling, potential need for traffic control and identifying protocols from the City with regards to field potholing. The team will meet with subconsultants, client and RPU representatives to understand and identify potential issues.

##### *Task 2.2.1 Potholing (Optional)*

Utility potholing will be provided by subconsultant C-Below. For purposes of budgeting, it is estimated at this time that approximately 10 potholes will be needed. Included in the cost is traffic control, waste removal and dumping fee, report, and drilling. A price of \$3,000 per pothole has been estimated for this task. A total budget of \$30,000 has been estimated and set aside (Optional Task).

### Task 3.0 – Geotechnical Investigation

Geotechnical support for this project will include the following subtasks.

#### *Task 3.1 – Project Setup*

Task includes review of existing geotechnical documents, plot of boring locations, permit acquisition, USA contact, and drilling rig rental.

#### *Task 3.2 Subsurface Exploration*

Borings along alignment will be spaced at 500-foot intervals for an estimated eight (8) borings at 15-feet below ground surface or to refusal. Soils will be logged and classified in accordance with the Unified Soil Classification System.

Undisturbed ring samples of subsurface material will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. Samples will be obtained using a Modified California Sampler line with thin-walled sample rings.

#### *Task 3.3 Seismic Refraction Survey (Optional)*

Although not anticipated, if shallow bedrock is encountered within the depth of the proposed structure, Advantage Geophysics can be used to conduct seismic refract surveys to obtain a velocity profile of these subsurface material below the RCB.

### Task 3.4 Laboratory Testing.

The Q3 team will conduct laboratory testing. Tests may include, but not necessarily limited to the following:

- In-place moisture and density
- Sand equivalent
- R-value
- Wash sieve
- Hydrometer analysis
- Lab maximum density
- Direct shear
- Consolidation

### Task 3.5 Geotechnical Analysis and Report

Data obtained from the field investigation and laboratory tests will be evaluated. Analyses will be performed to prepare a geotechnical investigation report to support the proposed design, and those requirements identified in the RFP.

## Task 4 – Preliminary Design (30% - 60% Documents)

This task includes the Civil Engineering plan preparation for the facility demolition, proposed facility plan and profile, pavement, traffic, ADA ramps, utility information, and geotechnical information. Task 4 includes hydrology and hydraulics of the mainline and adjoining laterals and catch basins, a 60% Design Report, and preliminary cost estimates. Preliminary structural sheets will be included (but budgeted under Task 7). Landscape Architectural plans will be included for 60% but budgeted under Task 6. The paving, Street, and Traffic Plans will be included in the 60%, 90% and 100%, but budgeted in line item 4.2.4 in the Fee sheet.

## Task 5 – Final Design (90% & 100% Documents)

This task incorporates the comments from Task 4 to finalize the construction documents. Additionally, this task includes the Stormwater Pollution Prevention Plan (SWPPP) and Structural Design Report (See Task 7 for budget).

## Task 6 – Landscape Architecture

Our RHA team members will prepare landscape architectural plans that will be submitted with Task 5 above. Work will include using a previously prepared schematic landscape plan to supplement design development, and preparation of construction documents. Work includes hardscape plans, irrigation notes, planting plans, specifications, and cost estimates. Work includes calculations, structural detail design, cost estimates, specifications, bid support and construction services (See Tasks 8 and 9) for the structural elements.

## Task 7 – Structural Engineering

Task 7 includes the preparation of structural calculations and plans for three primary junction structures: 1) Junction Structure for Arlington-Monroe SD at Sta 27+30; 2) Junction Structure at Jackson SD at Sta 10+00; and Junction Structure at Monroe SD Lateral at Sta 6+90. Join details will also be included join details at the existing crossings and the upstream and downstream systems.

*It is assumed no access ramps or large entrances will be necessary, since the RCB is too shallow for RCFCWCD maintenance vehicles. All access assumed to be conducted through manholes.*

## Task 8 – Construction Bid Support

The Q3 team will provide construction bid support for the City. This includes attendance of a bid meeting, review and preparation of the documents, and answering questions from the potential bidders.

## Task 9 – Construction Support

The Q3 team will provide construction support for the project. Construction support may include field meetings, response to submittals and field request for information (RFI) questions. Each team member has included the number of estimated hours (budget) for Civil, Landscape Architecture, and Structures per the Scope identified in the RFP. If necessary, additional hours may be added per a separate addendum.

### Clarifications

- Utility relocation plans are not included.
- Utility coordination/letter submittals to be performed by City
- The existing street crossings will not be changed.
- All survey to be provided by City.
- Regional hydrology to be provided by City.
- Access to proposed RCB to be provided via manholes and the existing open channel sections.
- It is assumed that covering channel will not adversely impact main line or lateral hydraulics.
- Plan Check fees (County if needed) to be provided by City.
- Dewatering study not included.
- Geotechnical work will utilize traffic control per WATCH manual (no professional TC needed)
- Geotechnical borings to be backfilled with soil cuttings mixed with cement and the pavement section will be replaced with quick-set cement and sprayed black.
- No special pavement repair is planned or budgeted
- Landscape Architecture Schematic Plan assumes use of Stage 4 plan.
- Irrigation system to be developed by contractor.

**EXHIBIT "B"**  
**COMPENSATION**







**FEE SCHEDULE**

**January 1, 2024 through December 31, 2024**

Compensation for work performed on a time and materials basis will be computed as follows:

<b><u>MANAGEMENT</u></b>	<b><u>HOURLY RATE</u></b>
Principal.....	\$275.00
Director .....	245.00
Associate .....	238.00
Sr. Project Manager, Sr. Technical Manager .....	238.00
Project Manager.....	220.00

<b><u>CIVIL ENGINEERING SERVICES</u></b>	
Senior Project Engineer .....	\$220.00
Project Engineer .....	200.00
Senior Designer .....	195.00
Designer .....	184.00
Engineer .....	179.00
Design Engineer, Design Technician.....	158.00
CAD Technician, Design Engineer Technician.....	132.00
Project Technician/Project Coordinator.....	121.00
Engineering Technician .....	115.00
Administration .....	102.00
Engineering Intern.....	88.00

<b><u>SURVEY AND MAPPING SERVICES</u></b>	
Field Supervisor .....	\$212.00
Project Surveyor .....	186.00
GIS Specialist .....	171.00
Survey Analyst.....	132.00
Three Person Crew .....	335.00
Two Person Crew .....	285.00
One Person Crew.....	205.00

<b><u>NOTE: FOR SURVEY WORK REQUIRING PREVAILING WAGE</u></b>	
Three Person Crew .....	\$395.00
Two Person Crew .....	336.00
One Person Crew.....	215.00

<b><u>SPECIAL SERVICES</u></b>	
Consultation Re: Litigation .....	\$520.00

<b><u>DRY UTILITY SERVICES</u></b>	
Principal.....	\$245.00
Sr. Project Manager, Sr. Technical Manager .....	200.00
Project Manager.....	188.00
Senior Designer .....	165.00
Project Coordinator.....	115.00
CAD Technician.....	103.00
Assistant Project Coordinator .....	92.00
Administration .....	89.00

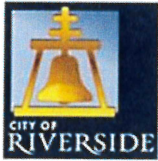
<b><u>CONSTRUCTION SUPPORT</u></b>	
Principal .....	\$267.00
Sr. Project Manager, Sr. Technical Manager .....	212.00
Project Manager .....	195.00
Field Engineer .....	190.00
Administration.....	89.00

- MISCELLANEOUS FEES**  
 The following services are billed at our cost plus a 15% markup:
- Subcontracted services
  - Map check fees or filing fees advanced by us
  - Transportation, meals and lodging for overnight travel and incidental travel expenses
  - Commercial delivery services, including Federal Express, Express Mail, and Messenger Services
  - Plotting and blueprint services and printing  
 (The client is encouraged to arrange for printing, other than prints or plots on our blueprint machine and plotters, to be contracted directly with an outside blueprint company acceptable to us. Please provide us with your account information to bill directly to the account to save on markup fees)



**EXHIBIT "C"**

**KEY PERSONNEL**



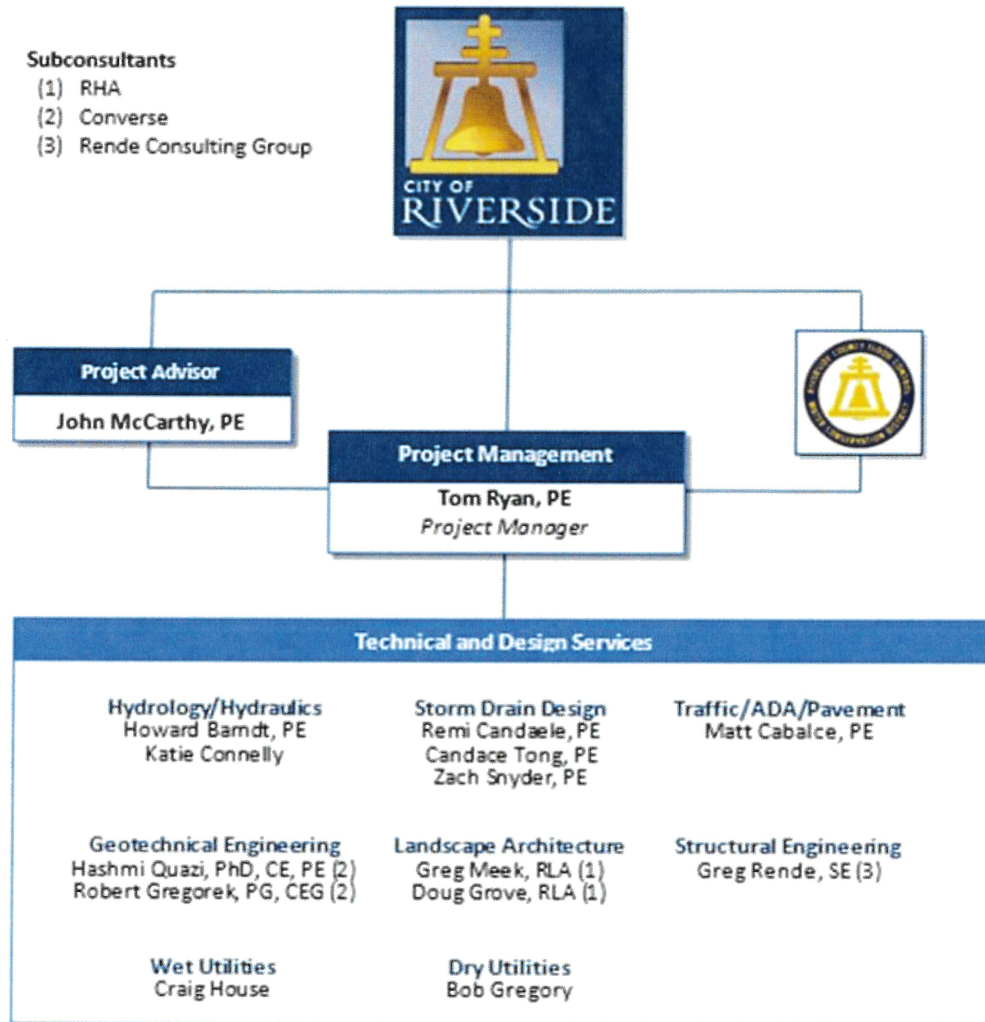
**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
Monroe MPD Storm Drain Channel – Stage 5 Project**

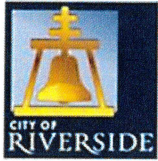
### 3. Company Personnel and Project Team

Q3 is committed to providing the City of Riverside with the high quality and personal attention needed to complete this design project. As a focused stormwater engineering design firm, our experienced staff are dedicated to meeting the City’s needs. The high-level experienced staff on the organization chart are the individuals that will be directly involved on the project and with the City.

Our team’s experience, understanding of the regional climate, successful track record, working relationships with the Riverside County Flood Control & Water Conservation District, combined with our history providing professional services throughout Southern California and Riverside County, gives us the ability to successfully complete the services on this contract. Our team of highly experienced professionals are known in the industry for their demonstrated expertise. Each team member is currently on the City of Riverside’s On-Call list of approved consultants. The Q3 team key personnel involved in performing the work and their project roles and qualifications are shown in the following organization chart, followed by summary resumes. Refer to the Appendix for detailed resumes of key personnel and team members.

#### Organization Chart





## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES Monroe MPD Storm Drain Channel – Stage 5 Project

### Project Advisor (Principal In Charge)

#### John McCarthy, PE, CFM

Mr. McCarthy has over 30 years of engineering design, project management, and construction support for both private and public-sector clients. His experience is concentrated in the field of stormwater management, including hydrology studies, floodplain analysis, drainage studies and runoff management plans, detailed hydraulic analyses, and improvement plan preparation. Mr. McCarthy and the Q3 team of experts will apply significant knowledge of the project location and its unique challenges and opportunities to provide a cost-effective solutions to address the project needs. Representative projects include:

- Bedford Canyon Channel-Stage 1, Corona, CA
- Bedford Canyon Channel-Stage 2, Corona, CA
- Mockingbird and Fairmont Park Dam Inundation Studies, Riverside, CA
- City of Chino, Preserve Area Master Drainage Plan, Chino, CA
- MPD Line “I” Storm Drain Design, Chino, CA
- Whitewater River Channel Improvement Plans, Indian Wells, CA
- La Entrada Stormwater Master Plan, Coachella, CA

#### EDUCATION

BS, California State Polytechnic University, San Luis Obispo, Civil Engineering, 1989

#### REGISTRATION

Civil Engineer, California, 47583

#### PROFESSIONAL AFFILIATIONS

Member, Floodplain Management Association

Member, Association of State Floodplain Managers

Member, American Society of Civil Engineers

### Project Manager

#### Tom Ryan, MS, PE – Stormwater Master Plan/CIP/Stormwater Quality

Mr. Tom Ryan will serve as Project Manager based upon his strong management abilities, background with stormwater master plan projects, local knowledge of the watershed area, and experience working in the City and with the District. Tom Ryan has 26 years of engineering experience and 15 years of project management experience. Mr. Ryan’s project experience includes preparation of stormwater master plans, complex hydrologic/hydraulic analyses, storm drain and flood control design projects. In recent years, Mr. Ryan’s work in advanced hydraulic modeling, storm water master planning, and public awareness has included first-of-its-kind analyses that resulted in award winning projects and numerous national and local presentations and publications. Representative projects include:

- Whitewater River Channel Improvement Plans, Indian Wells, CA
- Avenue 50 Storm Drain Improvement Design, La Quinta, CA
- Laguna Canyon Channel Improvement Plans, Laguna Beach, CA
- West Fontana Channel Biofiltration Improvement Plans, Fontana, CA
- Storm Drain Master Plan, Buena Park, CA
- Wilson Creek/Avenue E Culvert Crossing PS&E, Yucaipa, CA
- Wildwood Creek/Bryant St. Culvert Crossing PS&E, CA

#### EDUCATION

MS, Royal Institute of Technology, Stockholm, Sweden, Environmental Engineering, 1997

BS, California State University, Long Beach, Civil Engineering, 1995

#### REGISTRATION

Civil Engineer, California, 61701

#### PROFESSIONAL AFFILIATIONS

Member, American Society of Civil Engineers

Phi Beta Delta Honor Society for International Scholars, Member