PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALBERT A. WEBB ASSOCIATES

California Environmental Quality Act (CEQA) Review and Analysis
for the Proposed Riverside Adventure Center and Mixed-Use Town Center Development

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 ALBERT A. WEBB ASSOCIATES, a California corporation ("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 California Environmental Quality Act (CEQA) Review and Analysis for the Proposed Riverside Adventure Center and Mixed-Use Town Center Development ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2027, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two additional six (6)-month terms, by mutual agreement of the parties.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Hundred Fourteen Thousand Three Hundred Twenty-One Dollars ($414,321.00), 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	To Consultant
City Manager's Office City of Riverside Attn: Mike Futrell 3900 Main Street Riverside, CA 92522	Albert A. Webb Associates Attn: Stephanie Standerfer 3788 McCray Street Riverside, CA 92506

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. **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

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: Susan Wilson
Susan Wilson (Jun 5, 2025 14:27 PDT)
Assistant City Attorney

ALBERT A. WEBB ASSOCIATES, a California corporation

By: Stephanie Standerfer
Print Name: Stephanie Standerfer
Title: Vice President

and

By: Todd Smith
Todd Smith (Jun 5, 2025 13:36 PDT)
Print Name: Todd Smith
Title: CFO

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25-0595.2 SDW 5/20/25

EXHIBIT "A"

SCOPE OF SERVICES

Community and Economic
Development Department, Planning Division

WEBB Associates
CEQA Scope of Services Proposal
For the Proposed Riverside Adventure Park and Mixed-Use Town Center Development

Updated May 27, 2025

CEQA Section 15183 Analysis

Albert A Webb Associates (WEBB) is pleased to submit this scope of services for the preparation and processing of a California Environmental Quality Act (CEQA) Section 15183 analysis and documentations of findings related to a CEQA Section 15183 exemption determination. This work will include all noticing requirements, pursuant to the requirements of Section 15183 as well as participation in and support of the public process in accordance with the CEQA as well as City of Riverside policies and procedures for the proposed Riverside Adventure Park and Mixed-Use Town Center Development described below.

The Project consists of approximately 126-acres of indoor/outdoor recreational facilities and a mixed-use town center development, consisting of residential, hotel, grocery store, and commercial retail including associated infrastructure improvements ("Project"). The entitlements expected include Minor Conditional Use Permit, Site Plan Review and/or Design Review, Development Agreement and other entitlements identified by the City.

The project site is located on the northeast corner of Main Street and Columbia Avenue, consisting of the former Riverside Golf Club located at 1011 North Orange Street in Riverside, CA. The site is approximately 126 acres and includes the following Assessor Parcel Numbers (APNs), subject to refinement, 246-060-011, 206-070-002, and 206-070-003. The project site was developed as golf course and includes an existing clubhouse and parking area along Orange Street. The site also includes existing Riverside Fire Station No. 6 within the Project boundary. However, the Project does not include changes or development to Fire Station No. 6 as part of the Project.

While the Project is not located within any Airport Land Use Compatibility Zones that would require review by the County of Riverside Airport Land Use Commission, the site does lie within

the March Air Reserve Base Federal Aviation Regulations (FAR) Part 77 Military Outer Horizontal Surface Limits which may require an review by Federal Aviation Administration to review height of any structures in conjunction with FAR Part 77 requirements. The proposed uses are assumed to be consistent with the uses allowable within their respective Planning Areas designated as Open Space, Parks & Trails (OS) and Northside Village Center (NVC) of the Northside Specific Plan. As such, a Specific Plan Amendment, General Plan Amendment, and Rezone are not anticipated to be required, and are not included in this scope of work. The following public hearings are expected: Planning Commission and City Council. The completion of the CEQA process is expected to take approximately 12 months, with target completion date of June 2026.

California Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183 – "Projects Consistent with Community Plan or Zoning" provides an exemption process from additional environmental review for projects that are consistent with the development density established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The City adopted the Northside Specific Plan on November 17, 2020, which established land use regulations applicable to the subject site. As part of that approval, the City certified the Program EIR for the Northside Specific Plan. The proposed project is consistent with the Northside Specific Plan as it relates to the project sites.

Section 15183 specifies that examination of environmental effects shall be limited to those effects that: (1) are peculiar to the project or the parcel(s) on which the project would be located; (2) were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent; (3) are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or (4) are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely based on that impact.

Considering the Proposed Adventure Park and Mixed Use Town Center Project (Project) is designed to be consistent with the Northside Specific Plan (NSP) which included an Environmental Impact Report (EIR) which was certified by the City in 2020, use of Section 15183 exemption could be the most prudent method to obtain CEQA compliance for the Project.

The anticipated scope of work using this exemption would be as follows:

WEBB shall prepare the following technical analysis to determine whether the environmental effects of the Project: (1) are peculiar to the project or the parcel(s) on which the project would

be located; or (2) were not analyzed as significant effects in a prior EIR on the zoning action including the Northside Specific Plan, general plan, or community plan, with which the project is consistent; (3) result in potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action including the Northside Specific Plan; or (4) are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

WEBB shall also determine whether there are any new significant environmental impacts that are not peculiar to the parcel or to the proposed project, or that have been addressed as a significant effect in the prior EIR, or that can be substantially mitigated by the imposition of uniformly applied development policies or standards. In this context, WEBB shall complete the following tasks:

Task 1: Project Set Up Coordination/Kick-Off Meeting

WEBB will work to coordinate with the City and Applicant on the setup of the Project; this task will include WEBB's efforts to ensure proper scope and tasks have been identified. WEBB will attend a kick-off meeting with City staff, the applicant, and other sub-consultants at Riverside City Hall to discuss the environmental analysis and CEQA 15183 Exemption process. WEBB will prepare an agenda for the kick-off meeting and a draft schedule (using Microsoft Project) for review. The kick-off meeting will include a discussion of the Project Description, baseline, objectives, and analysis for CEQA 15183 exemption process and analysis. WEBB will prepare meeting minutes and a revised schedule and distribute to the City and applicant team.

Objectives of the kick-off meeting are as follows:

- Outline Project Description
- Explore community concerns regarding the proposed uses
- Establish lines and preferred methods of communication between WEBB, the City, and the applicant
- Identify stakeholders (City departments, governmental agencies, and other parties) whose involvement in the CEQA process will be vital to successfully complete the EIR
- Discuss the scope of the CEQA Exemption analysis and identify areas of potential controversy.
- Obtain relevant schedules, plans, applicant-provided technical reports, and studies applicable to the proposed projects.
- Finalize the preliminary project schedule and discuss review periods and key milestones

Task 1 – Deliverables

- Kick-off Meeting – Virtual or In Person at City Hall (Scheduled by the City)
- Electronic copies (MS Word and Adobe PDF) of Meeting Agenda and Draft Project Schedule
- Electronic copies (MS Word and Adobe PDF) of Meeting Minutes and Revised Project Schedule (in Adobe PDF)

Task 2: Preparation of Project Description

WEBB will prepare a comprehensive project description that reflects the current plans (grading plans, site plan, elevations, fencing plan, landscape plans, etc.), off-site infrastructure improvements (i.e. traffic signals, water and sewer pipeline extensions, power pole relocations), construction description and schedule, hours of operations, if a spec building, anticipated number of employees, etc., and required discretionary approvals. Exhibits will be prepared to illustrate the information above. The project description, based on the current plans listed above provided by the Applicant will be provided to the City and Applicant for review and comment. WEBB will revise the project description to address all City and applicant comments using tracked changes.

Task 2 – Deliverables

- Electronic copies (MS Word and Adobe PDF) of the draft, revised, and final Project Description
- Electronic copies (Adobe PDF) of pertinent exhibits

Task 3: Technical Studies

Subtask 3.1: Cultural Resources Report

South Environmental will prepare a cultural resources report; the report will summarize the results of the records search, background research, survey, historic significance evaluations, and results. The report will also discuss the proposed project description, regulatory framework, all sources consulted, recommendations for appropriate management, and analysis of the proposed project's potential to impact historical and archaeological resources under CEQA Guidelines Section 15064.5. We assume no hard copies are required. Details of the report components are provided below:

3.1.1: Historic Built Environment Resources

In accordance with MM-CUL-1, a "qualified architectural historian who meets the Secretary of the Interior's Professional Qualification Standards (36 CFR 61) shall record and evaluate any properties over 45 years old that have not been previously evaluated or require evaluation updates due to the passage of time or changes to baseline conditions." Based on a review of the Cultural Resources section of the Northside Specific Plan Program EIR (specifically Subareas 8 and

9) and a cursory review of historic aerial photographs, two resources over 45 years old have the potential to be impacted by the proposed project: the former Spring Brook Golf Club property and Reid Park, both of which were developed in the 1960s and identified as requiring additional study in the EIR. The following will be completed:

- **Built Environment Survey:** two qualified architectural historians will survey the former golf course property and Reid Park, taking detailed notes and photographs of all buildings, structures, and landscaping elements. The survey will take no more than one day to complete.
- **Property Evaluations:** a qualified architectural historian will review the results of the California Historical Resources Information System (CHRIS) records search; applicable records at local libraries, archives, and historical societies; all available building permits and construction documents to determine the nature and extent of alterations made to the properties over time; and will also review all applicable local planning documents. The properties will be recorded and evaluated on the required State of California Department of Parks and Recreation Series 523 Forms (DPR forms). All DPR forms will be included as an appendix to the cultural resources report. We assume no more than two drafts and one final version of the report will be required. It is assumed that no more than two properties will require evaluation for historical significance. Should additional property evaluations be required, we will work with you to augment this scope of work and costs.

3.1.2: Archaeological Resources

In accordance with MM-CUL-4, "A qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, shall record and evaluate archaeological resources that have not been previously evaluated, or require evaluation updates due to the passage of time or changes to site conditions; this mitigation measure also applies to any archaeological resource discovered as a result of project ground-disturbance activities." Based on a review of the Cultural Resources section of the Northside Specific Plan Program EIR (specifically Subareas 8 and 9), the following will be completed:

- **CHRIS Records Search:** South Environmental will complete an updated CHRIS records search of the project site and a 0.25-mile radius at the South Coastal Information Center (SCIC), which houses cultural records for Riverside County. The purpose of a records search is to identify any previously recorded cultural resources; review historical maps of the project site; review the Archaeological Determinations of Eligibility lists; and gather information on ethnographies. In addition, South Environmental will review the lists for the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the lists of California State Historical Landmarks, and California Points of Historical Interest. We assume the direct costs associated with the records search will not exceed $500.
- **Native American Scoping:** South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The

NAHC will determine if any NAHC-listed Native American Sacred Lands are located within or adjacent to the project site. In addition, the NAHC will provide a list of Native American contacts for the project who should be contacted for additional information. If requested by the City, South Environmental will prepare and email a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the project site. Assistance Assembly Bill 52 of 2014 government-to-government consultation is not included in this scope of work but can be provided if desired.

- **Archaeological Survey:** Three qualified archaeologists will conduct a pedestrian using parallel transects spaced no more than 10 meters apart. We assume the archaeological survey can be completed within one day and that it will be negative for archaeological resources (i.e., no newly discovered archaeological resources will be encountered, and no previously recorded resources will require updates). No artifacts, samples, or specimens will be collected during the survey. Should any archaeological resources be identified as a result of the records search or survey requiring recordation or collecting, we will work with you to augment this scope of work and associated costs.

Task 3.1 – Deliverables

- Draft and Final versions of the Cultural Resources Report (Adobe PDF).

Task 4: Technical Study – Peer Review

Our understanding is that the Applicant will contract directly the technical studies needed for the CEQA document. The following studies will be provided to WEBB in PDF and WORD versions; WEBB will provide comments/request edits via Track Changes in WORD. Any resource spatial data requested by WEBB shall be provided in usable, accurate Shapefiles. Extended coordination between WEBB and Applicant's subconsultants is not included the costs included herein.

Subtask 4.1: Peer Review – Biological/MSHCP Studies

WEBB will peer review the following biological resources studies expected to be prepared for the Project:

- Biological Resources Assessment (BRA)/MSHCP Compliance Report
- Focused Burrowing Owl Surveys
- Crotch's Bumble bee Surveys
- Jurisdictional Delineation
- DBESP
- Narrow Endemic Plant Survey Report (If determined needed by BRA)
- Riparian Bird Surveys Report (If determined needed by BRA)
- Fairy Shrimp Survey Reports (if determined needed by BRA)

Subtask 4.2 – Peer Review – Vehicular Miles Traveled Analysis

WEBB understands the Applicant will contract directly for the preparation of the VMT full analysis needed to support the CEQA documentation. Our scope assumes the report received will clearly outline methodologies, assumptions and report data in the terms of the City's approved VMT Guidelines. The Applicant's consultant shall provide their report to WEBB in a full PDF format along with a WORD document. WEBB will provide comments/required edits via Track Change feature in the WORD document. Extended coordination to obtain the requested information from the Applicant's subconsultant is not included in the budgets provided herein.

Task 4 – Deliverables

- Electronic copies (MS Word) of comments and edits as applicable to each study.

Task 5: Supporting Document for CEQA Section 15183

In order to support the findings for Section 15183 for the Project, WEBB would prepare a Supporting Document that would address each issue area and document how the Project does not create a "peculiar" effect or change the significance determinations in the NSP EIR. The format of this document is proposed to be similar to an initial study where each issue area will be evaluated against the previous NSP EIR analysis and with the use of technical studies where appropriate, documentation as to how the Project fulfills the findings of Section 15183 will be documented. This task includes one Administrative Draft and one Draft "final" Supporting Document. Edits will be provided by the City and Applicant teams in one combined document utilizing Track Changes feature. Multiple document versions coming from all the reviewing entities could result in the need for additional budget authorizations.

Task 5 – Deliverables

- Electronic copies (MS Word and/or Adobe PDF) of the Final Supporting Document

Task 6: Public Hearings

WEBB will attend public hearings held for the proposed Project. These hearings are anticipated to include one (1) Planning Commission meeting, and up to one (1) City Council meeting. The WEBB Project Manager will be prepared to answer technical questions related to the CEQA document and relevant comments on the CEQA document raised during the public hearing meetings. We have included budget for five (5) hours per WEBB team member for pre-meetings to coordinate responses to potential questions with City Team, Consultant's Team, and Applicant's Team.

Task 6 – Deliverables

- Attendance at up to two (2) Project hearings (Planning Commission and City Council)
- Attend one (1) meeting with the City/applicant team before each public hearing

Task 7: CEQA Determination Notice

WEBB will prepare appropriate CEQA determination notice to meet CEQA and the City's requirements. WEBB will address City comments on the CEQA determination notice and will provide the City with the final versions. WEBB will incorporate 1 round of comments to the satisfaction of the City. In the event the City's comments/requested revisions are not addressed, then the round of review does not count. WEBB will file the CEQA determination notice with the County Clerk and LUCI and provide proof of filing to the City. The City shall provide the CEQA notice and receipt of filing fees.

Task 7 – Deliverables

- Electronic copies (MS Word and/or Adobe PDF) of the draft and final versions of notice
- File CEQA determination notice with County Clerk.

Task 8: Project Management and Coordination

Subtask 8.1: Project Management and Coordination

WEBB will coordinate with the City and applicant, technical staff, and support staff, toward the timely completion of the CEQA 151583 exemption. WEBB will participate in bi-weekly conference calls with the City and applicant for the duration of completing Tasks 1-8 and provide status updates as needed, assumes 12 months. If the CEQA process schedule extends beyond 12 months, additional budget will likely be required.

Subtask 8.2: Bi-Weekly Progress Conference Calls

WEBB will coordinate with the City and applicant, technical staff, and support staff, toward the timely completion of the CEQA 15183 exemption documents. WEBB will participate in bi-weekly conference calls with the City for the duration of completing scope of work outlined herein, assumes 12 months.

WEBB will prepare agendas and memorandums of meeting minutes for the bi-weekly calls. WEBB will provide monthly invoices which include the itemized task list contained herein. The monthly invoices will be detailed and include the current months charges, invoiced to date, unbilled/remaining budgets, and percentage complete for each task identified herein.

Task 8 – Deliverables

- Bi-weekly conference calls with the City and applicant
- Preparation of agendas and memorandums of meeting minutes for bi-weekly calls
- Monthly invoices with itemized task list, as described above
- Status updates as needed (assuming timeline of 12 months)

Task 9: Regulatory Permitting (Optional Task)

WEBB shall only complete this task if directed to do so, in writing, by the City.

If the JD Report determines there are impacts to Waters of the State or Waters of the US, then WEBB will prepare the corresponding regulatory permits using the Applicant's consultant prepared JD and DBESP. WEBB will facilitate finding compensatory mitigation options to be included in the regulatory permits. The fulfilment of any compensatory mitigation will be that the responsibility of the Applicant to obtain prior to construction in the areas affected by the regulatory permits.

The anticipated scope of work for the regulatory permits includes the following:

- California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreement (1600 Permit)
- U.S. Army Corps of Engineers – 404 Permit (if Waters of the US are impacted)
- Regional Water Quality Control Board – Santa Ana Region (RWQCB) 401 Water Certification or Waste Discharge Permit (or, individual Dredge and Fill (WDR) Permit for impacts to non-federal Waters of the State)

Task 9 – Deliverables

- 1600 Application and Submission via EPIMS
- 401 Certification or WDR Permit Application and Submission (which permit depends on whether Waters of the US are being impact – TBD by JD)
- Army Corps 404 Permit (depends on whether any features meeting the definition of Waters of the US under current regulatory interpretation at the time of the JD) Application preparation and Submission

Assumptions

- CEQA document preparation effort will commence with completion of a project description (based on a current site plans) that has been reviewed and approved by the City and applicant. The final Project Description shall be provided to WEBB by July 2025 to keep the anticipated 12- month schedule. If the project description for the project changes after preparation of technical studies or preparation of the CEQA documents has started, additional effort and associated budget may be required.
- It is assumed applicant's civil engineer will provide all engineering support, such as engineering drawings and assistance with preparation of any required comprehensive project design descriptions (i.e. grading, right-of-way, hydrology, drainage). This information will be required to be provided in final form (i.e. City reviewed and conceptually approved) to WEBB by July 2025 in order to keep a 12-month schedule. Delays in providing this information, or changes to this information after July 2025 will result in delays to the anticipated schedule.

- City will provide WEBB with a copy of Northside Specific Plan EIR Notice of Determination (NOD) and its associated California Fish and Game Receipt for CEQA filing fees.
- This proposal is based on the level of effort anticipated to be needed based on experience on recent projects and with the current federal and state laws, policies, and requirements in place at the time of this proposal. If new laws or policies are enacted after the preparation of this proposal, additional effort and associated budget may be required.

EXHIBIT "B"

COMPENSATION

Cost Proposal

Tasks	Fees
Task 1: Project Set Up Coordination/Kick-Off Meeting	$7,460
Task 2: Preparation of Project Description	$8,952
Task 3: Technical Studies	
Subtask 3.1: Cultural Resource Report	$25,179
Task 4: Peer Review	
Subtask 4.1: Peer Review – Biological Reports	$12,008
Subtask 4.2 Peer Review – VMT Analysis	$4,826
Task 5: Supporting Document Section 15183	
Subtask 5.1: Administrative Draft 15183 Document	$91,217
Subtask 5.2: Revised Administrative Draft 15183 Document	$36,968
Task 6: Public Hearings	$9,698
Task 7: CEQA Determination Notice (filing fees not included)	$2,950
Task 8: Project Management and Coordination	
Subtask 8.1: Project Management and Coordination	$63,100
Subtask 8.2: Bi-Weekly Progress Conference Calls (20 meetings)	$24,714
Subtotal for 15183 Analysis *	***$287,072***
Task 9: Regulatory Permitting (Optional)	$12,420
Subtotal with Future/Optional Tasks	***$299,492***
40% Contingency Amount	$114,829
Grand Total w/Contingency	**$414,321**

*Includes $1,150 in expenses; basis for contingency calculation

EXHIBIT “C”

KEY PERSONNEL

None specified.