

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

NV5, Inc.

Geotechnical Services for Water Utility Projects

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 NV5, Inc., 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 RFP No. 2491 - Geotechnical Services for Water Utility Projects (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2028, unless otherwise terminated pursuant to the provisions herein. The Term of this agreement may be extended for up to two additional one-year terms upon the mutual written consent of the parties, based upon acceptable performance, acceptable fees, and subject to the same terms and conditions of this Agreement.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four-Hundred Thousand Dollars (\$400,000) annually for three years, for a total sum not to exceed Two-Million Dollars (\$2,000,000) 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. Pricing shall remain firm for the initial term of this Agreement.

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 Utilities Department  
City of Riverside  
Attn: Principal Engineer  
3750 University Avenue, 3<sup>rd</sup> Floor  
Riverside, CA 92501

To Consultant

NV5, Inc.  
Attn: Shafiq Popalzai  
7338 Sycamore Canyon Blvd., Suite 4  
Riverside, CA 92508

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

NV5, Inc.,  
a California corporation

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

By: Shafiq Popalzai  
Print Name: Shafiq Popalzai  
Title: Vice President

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

and  
By: MaryJo O'Brien  
Print Name: MaryJo O'Brien  
Title: Secretary

Certified as to Availability of Funds:

By: Kristen  
Chief Financial Officer

Approved as to Form:

By: R.S.  
Deputy City Attorney

File No. 31-2814

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Scope of Services will be divided into two parts, one related to pre-design geotechnical engineering services and the other in support of water construction activities for capital improvement and maintenance projects, involving various water facilities consisting of: water production and treatment, storage, transmission and distribution, including street resurfacing in the public right-of-way.

RPU plans to allocate a budget of \$400,000 per Fiscal Year for the consultant to provide the geotechnical services on as needed basis. Subsequently, services will be on an as-needed basis and Consultant is not guaranteed a certain amount of work.

#### **GENERAL**

- 1) Obtain a City of Riverside, Public Works Department Street Opening Permit prior to beginning work. The Street Opening Permit is a no-fee permit. Road closure, if any, will require a Registered Engineer's signed and stamped traffic control plan submitted as part of the permit approval.
- 2) When working outside the City, meet all permit requirements set forth by the agency governing the site location. Coordinate with such agency prior to starting any field work.
- 3) Engineering costs, administrative costs and/or overhead costs shall be included in the unit costs outlined in the Fee Schedule.

For each project under design and/or construction, the City's designated Project Manager will provide a Scope of Services and boring location map (if applicable) to the Consultant via email. Within seven (7) calendar days, the Consultant shall respond to the City's designated Project Manager via email with a written price proposal based on the unit prices established in this RFP. Upon review and acceptance of the price proposal, the City's designated Project Manager will issue a written Notice to Proceed (NTP) via email to the Consultant. The Consultant shall complete the work within the timeline outlined in the notice to proceed.

#### **PART I – GEOTECHNICAL ENGINEERING SERVICES**

For each individual project, the City's designated Project Manager will provide a Scope of Services and boring location map to the Consultant via email. Within seven (7) calendar days, the Consultant shall respond to the City's designated Project Manager via email with a written price proposal based on the unit prices established in this RFP. Upon review and approval of the price proposal, the City's designated Project Manager will issue a written Notice to Proceed (NTP) via email to the Consultant. The Consultant shall complete the work within the timeline outlined in the notice to proceed.

After the Consultant receives the notice to proceed from RPU, and upon execution of a Purchase

Order for any described work in the notice to proceed, the Consultant shall submit invoices monthly. Each invoice shall be subject to approval by the City prior to payment. The Consultant's invoices shall be itemized as outlined in the associated Agreement.

## **Field Work**

### **1. Mobilization/Demobilization**

This item shall include all costs associated with mobilizing and demobilizing from the project site, including equipment costs, obtaining a No-Fee Street Opening Permit from the City of Riverside Public Works Department and adherence to all requirements indicated therein. This item shall also include the cost of locating any utilities and notification of Underground Service Alert (USA) prior to commencing with the borings (Pre and Post video inspection of gravity utility lines will be performed by others, as necessary, and is not a part of this RFP). This item shall also include the cost of any other necessary or incidental work not specifically included with other items herein.

### **2. Traffic Control**

#### **a. Traffic Control – Mid-Block Right Lane and Bike Lane Closure (Typical)**

In accordance with the 2024 Fifteenth Edition of the WATCHBOOK by BNI Publications, Inc.

#### **b. Traffic Control – Mid-Block Left Lane Closure (Typical)**

In accordance with the 2024 Fifteenth Edition of the WATCHBOOK by BNI Publications, Inc.

#### **c. Traffic Control – Mid-Block Narrowing of Lane (Typical)**

In accordance with the 2024 Fifteenth Edition of the WATCHBOOK by BNI Publications, Inc.

#### **d. Traffic Control – Centerline / High-Traffic Lane (Typical)**

In accordance with the 2024 Fifteenth Edition of the WATCHBOOK by BNI Publications, Inc.

### **3. Soil Borings**

This item shall include drilling with a hollow stem auger drill rig to a minimum depth of 10 feet or until refusal, whichever occurs first. The cost shall include testing of the drilling cuttings and disposal of all cuttings at an approved landfill site. Any material that may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.

#### **a. The Consultant may choose a different type of drilling method as long as the proposed method conforms to the intention of the RFP.**

#### **b. For the type of material to encounter at the bore holes, rely on the background and/or experience of the Geotechnical Firm to anticipate the type of material to be encountered at the bore holes. You may like to include a list of material in the proposal**

that you would consider unnormal at the bore holes, provide a justification for such consideration, and provide a statement how the proposal would deal with such material and related cost to perform the work.

#### **4. Soil Boring Additional Depth**

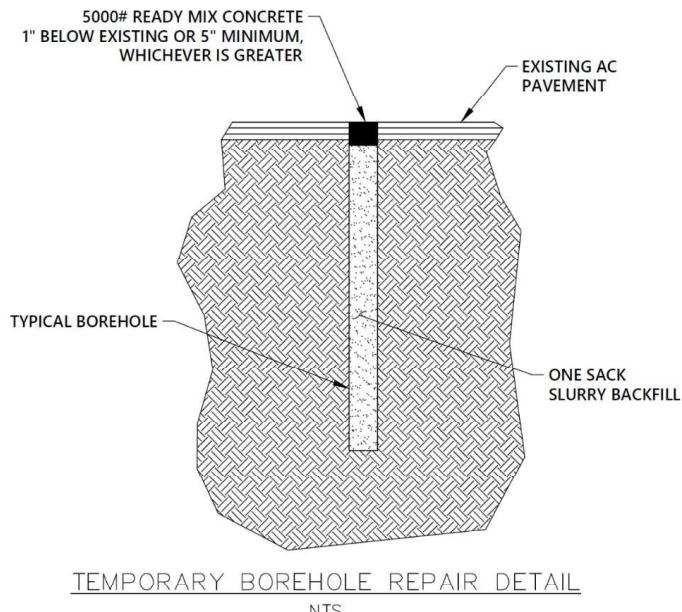
For the soil boring additional depth between 10 feet and 20 feet deep, RPU will prorate the cost of the bore hole using the unit price shown in the proposal. Payment for bore 2 holes deeper than 10 feet will be calculated as follows: Determine the incremental cost of the additional depth by taking the product of the unit rate [listed under the soil boring additional depth between 10' and 20' deep] times the depth of the bore hole exceeding 10 feet, then, add the product of the incremental cost to the unit price of the 10 feet deep bore hole. For example, say we have a bore hole that is 15 feet deep, the unit price of the 10 feet deep bore hole is \$20, and the unit rate for the incremental depth is \$3 per foot. Subsequently, the cost for the 15 feet bore hole would be:

$$\$20 + (\$3 * [15 \text{ feet} - 10 \text{ Feet}]) = \$35.$$

#### **5. Borehole Backfill and Repair**

This item shall include the cost to backfill and repair each borehole according to the typical detail below.

All bore holes shall be repaired per the following detail:



#### **Laboratory Testing**

#### **6. Direct Shear Test (ASTM D3080)**

- a. Trench Stability Analysis
- b. Soil Angle of Internal Friction
- c. Soil Passive Pressure
- d. Allowable soil bearing pressure

**7. Sand Equivalent (ASTM D2419)**

- a. Suitability of Excavated Material for Backfill and Recommendation for Compaction equipment.

**8. Soil Corrosivity Suite**

- a. Resistivity
- b. Chlorides
- c. pH
- d. Sulfide Ions
- e. Redox Potential
- f. Soluble Sulfates

**9. Sand Cone Test (ASTM D1556)**

- a. Soil Density
- b. Moisture Content

**10. Compaction Characteristics of Soil (ASTM D1557)**

- a. Maximum Dry Density
- b. Optimum Moisture Content

**11. R-Value Test (California Test 301)**

**Report Preparation**

**12. Prepare a detailed Geotechnical Report for each individual project.**

The final report shall be delivered in Portable Document Format (PDF). The report shall include the following information as well as any other information as required and in alignment with the best practices of the geotechnical engineering profession:

- a. Excavation characteristics of the subsurface materials, including ease or difficulty of excavation (including ripability if rock is encountered).
- b. Trench stability conditions and trench shoring and sloping systems.
- c. Suitability of excavated materials for use as bedding and backfill.
- d. Backfill compacting procedures, including recommended size and type of soil compaction equipment.
- e. Location of subsurface water.
- f. DIPRA/AWWA 10-Point Corrosion Scale for Ductile Iron Pipe for each sample location.
- g. The presence of substances in the groundwater or in the native soil is deleterious to concrete, steel, or other construction materials.
- h. Trench Repair Structural Section (Base Course, AC Depth and Compaction) in a table format for each boring.
- i. Summary of all laboratory tests.
- j. Prepare boring log data sheets for each boring. The boring log data sheets shall include:
  - i. Soil type descriptions (ASTM D2488).
  - ii. Depth of groundwater at equilibrium.
  - iii. Depth of bulk samples.
  - iv. Soil density.

- k.** Prepare an appendix for the Geotechnical Report that includes results of all laboratory tests performed.
    - l.** Prepare an appendix for the Geotechnical Report that includes an exhibit with photographs of the final borehole locations.

## **PART II – WATER CONSTRUCTION SUPPORT**

### **1. General**

The Scope of Services shall include, but is not limited to, sampling, laboratory testing and field compaction services [for soil, aggregate base and asphalt] as well as providing geotechnical services [such as slope stabilization, etc.] by a license geotechnical engineer in the State of California.

### **2. Laboratory and Field Testing**

The Scope of Services for the Consultant will include the following and shall be provided during the working hours indicated in each request for services.

**a. Compaction Tests (soil, aggregate base, asphalt)**

Services shall consist of 4 hours min/visit – 2 tests/hour min – 1 test/100-ft. The unit cost per compaction test shall include the cost to perform all sand cone and nuclear gauge tests. The number of each test will be directed by City Personnel in the field. In addition, the unit cost per hour includes all administrative costs associated with the services being provided. All billable time is for actual on-site work, and excludes situations (for example) where the Consultant sends a tech to collect material at the field and delivers the material samples to the lab. Work requested outside of working hours will require the advanced approval of RPU.

**b. Modified Proctor Tests**

Take soil and aggregate base samples and test the soil and aggregate base samples for optimum soil/aggregate base density.

**c. Asphalt gradation and extraction Tests**

Perform asphalt gradation and extraction tests.

The fees for the optimum density tests, asphalt gradation and extraction tests shall include the cost of the lab and associated fees for collecting and delivering the sample from the site to the lab. A two-hour minimum will apply for work shifts equal to, or less than, two-hours and applies to on-site work, only. Travel time to-and-from the site will not be billable. Work shifts totaling more than two hours will be paid up to the nearest half-hour increment of actual on-site work, as reflected in the work daily reports. RPU will request the services of the Consultant weekly (by providing a written request by Thursday of the previous week) for the firm to plan the working schedule of their field technicians.

### **3. Geotechnical Report**

The Consultant shall provide and upload daily reports to the City through CIPO which will

include the following:

- a. Date of work performed Site Arrival and Departure Time; No. of Hours Worked.
- b. Test No.; Location by Station; Approximate Elevation; Approximate Material Depth.
- c. Dry Density; Percent Moisture Content.
- d. Percent Compaction.
- e. Method Used and Remark.
- f. Signature Block for Technician and RPU Inspector Verification.
- g. If applicable, record the temperature and the time when the asphalt is delivered to the site, when the asphalt is first rolled, and after the asphalt is finished rolled.
- h. Maximum density of the material.
- i. Record the results for all tests [including tests with passing and failing results].
- j. The daily report shall include all test results of all laboratory tests performed on bulk samples, if available at the time of preparing the daily report.
- k. By submitting the daily report through CIPO, the Consultant gives validation to the data being recorded in the daily report.
- l. Provide a weekly report including a tally of the number of hours worked during the week, number of tests performed, and number of any re-tests. Provide the report no later than the Monday following the week when the services are performed.

#### **4. CIPO License**

The Consultant shall obtain at least one license to upload the geotechnical reports through CIPO. The cost for a single license shall be included in the unit prices outlined in the Fee Schedule. The anticipated cost for a single license is \$800 per year.

**EXHIBIT “B”**

**COMPENSATION**

**EXHIBIT "B"****COMPENSATION****PART I - GEOTECHNICAL ENGINEERING SERVICES**

No.	Sampling and Testing	Quantity	Unit	Cost per Unit
1	Mobilization/Demobilization	1	Ea	\$2,120.00
2	Traffic Control			
	2a Mid-Block Right Lane and Bike Lane Closure (Typical)	1	Ea	\$1,880.00
	2b Mid-Block Left Lane Closure (Typical)	1	Ea	\$1,880.00
	2c Mid-Block Narrowing of Lane (Typical)	1	Ea	\$1,880.00
	2d Centerline / High-Traffic Lane (Typical)	1	Ea	\$2,590.00
3	Soil Borings up to 10 feet Deep, including borehole backfill & repair	1	Ea	\$980.00
4	Soil Borings between 10 feet and 20 feet Deep <sup>1</sup> , including borehole backfill & repair	1	Ea	\$1,550.00
5	Soil Borings over 20 feet Deep, including borehole backfill & repair	1	Ea	\$1,634.33
6	Direct Shear Test (ASTM D3080)			
	6a Trench Stability Analysis	1	Ea	\$92.50
	6b Soil Angle of Internal Friction	1	Ea	\$250.00
	6c Soil Passive Pressure	1	Ea	\$92.50
	6d Allowable Soil Bearing Pressure	1	Ea	\$92.50
7	Sand Equivalent (ASTM D2419)			
	7a Sand Equivalent	1	Ea	\$85.00
	7b Suitability of Excavated Material for Backfill and Recommendation for Compaction Equipment	1	Ea	\$92.50
8	Soil Corrosion Suite (DIPRA/AWWA 10-Point Corrosion Scale for Ductile Iron Pipe) [Compaction Characteristic of Soil (ASTM 1557)] <sup>2</sup>			
	8a Resistivity	1	Ea	\$75.00
	8b Chlorides	1	Ea	\$75.00
	8c pH	1	Ea	\$35.00
	8d Sulfide Ions	1	Ea	\$50.00
	8e Redox Potential	1	Ea	\$65.00
	8f Soluble Sulfates	1	Ea	\$50.00
9	Sand Cone Test (ASTM D1556)			
	9a Soil Density	1	Ea	\$0.00
	9b Moisture Content	1	Ea	\$0.00
10	Compaction Characteristics of Soil (ASTM 1557)			
	10a Maximum Dry Density	1	Ea	\$180.00
	10b Optimum Moisture Content	1	Ea	\$30.00
11	R-Value	1	Ea	\$265.00
12	Geotechnical Report for Engineering Services	1	Ea	\$1,830.00

**PART II - WATER CONSTRUCTION SUPPORT**

15	Compaction Testing for Soil, Aggregate Base and Asphalt, regular time <sup>4</sup>	1	Hr.	\$125.00
16	Compaction Testing for Soil, Aggregate Base and Asphalt - Overtime <sup>4</sup>	1	Hr.	\$187.50
17	Modified Proctor Test	1	Ea	\$210.00
18	Asphalt Gradation Test	1	Ea	\$245.00
19	Concrete Cylinder Strength Collection and Testing (5 samples/tests per load)	1	Ea	\$32.00
20	Services by a Licensed Geotechnical Engineer	1	Hr.	\$185.00

**NOTES**

1. For soil borings between 10' and 20' deep, the cost will be prorated using the unit cost provided in this sheet.
2. The presence of substances in the groundwater or native soil deleterious to concrete, steel or other construction materials.
3. Items #13 and #14 are intentionally omitted.
4. There are 4 hours minimum per visit with 2 tests per hour minimum, as well as 1 test per 100 feet.

**EXHIBIT “C”**

**KEY PERSONNEL**

EXHIBIT "C"  
KEY PERSONNEL



CITY OF  
**RIVERSIDE**

**N V 5**

**SHAFIQ POPALZAI, PE**  
PROJECT MANAGER  
MAIN POINT OF CONTACT  
VICE PRESIDENT

**Carl Henderson, PhD, PE, GE**  
PRINCIPAL QA/QC

**Paul Cunningham, PE, GE**  
GEOTECHNICAL MANAGER

**Michael Crawford**  
MATERIALS MANAGER

**Rafael Castaneda**  
DISPATCH

**GEOTECH TEAM**  
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Jim Sanders, PG, CEG  
Chris Sexton, PG, CEG,  
Christopher Vonk, PE, GE  
Casey Rousset-Johnson, GIT  
Dorothy Guzman, EIT  
Liz Mehlhorn, EIT  
Joshua Joksch, EIT  
Kristen Chang, PE, GE  
Matthew Fagan, PE, GE  
Rob Stroop, PE, GE  
Samuel Narveson, PG  
Ali Tabatabaei, PE, GE  
Curt Scheyhing, PE, GE  
Giovani Valdivia

**Noah Regaldo**  
LAB SUPERVISOR

**LAB TECHNICIANS**  
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John Gomez | James Myers  
Alina Hernandez  
Victor Davalos  
Eduardo Jijon  
Sayed Rahman Syed  
Annalee Hernandez  
Janice Krehbiel  
Justin Estes

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TECHNICIANS**  
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Richard Mathes  
Jason Beckman  
Michael Rastegar  
John Gomez  
Roman Aranda  
Noah Regaldo  
Jimmy Aguilar  
Victor Davalos  
Raymundo Cecena  
Brent Cortes  
Joseph Torres  
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Eric L Finley  
Francisco Palma  
James Young  
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Robert Magalogo  
Annalee S Hernandez

Anthony E Herrera  
Diego I Estrada  
Kory G Nutter  
Martin T Fountain  
Miguel A Estrada

**SPECIAL INSPECTORS**  
Eric Checketts  
Richard Mathes  
Michael Crawford  
Jason Beckman  
John Gomez  
John Molla  
Robert Rocha  
Jimmy Aguilar  
Ray Cecena  
Roman Aranda  
Art Bustillos  
Arnold Ramirez  
David C Galusha  
David Totten  
Duane Malcolm Basore  
Eric Deleon  
Michael C Grosser  
Reynaldo C Alonso  
Monica S Hernandez  
Roy A Bucher

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