

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

IDS GROUP, INC.

Design & Engineering Consultant Services for University Wash at Fairmount Park

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and IDS GROUP, 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 Design & Engineering Consultant Services for University Wash at Fairmount Park (“Project”).

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

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Five Hundred Eighty-Three Thousand Seven Hundred Seventy-Two Dollars (\$583,772.00) 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

Parks, Recreation, and Community Services
City of Riverside
Attn: Pamela Galera
3900 Main Street
Riverside, CA 92522

To Consultant

IDS Group, Inc.
Attn: Said Hilmy
980 Montecito Drive, Suite 205
Corona, CA 92879

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.

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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 Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

IDS GROUP, INC., a California corporation

By: _____
Mike Futrell
City Manager

By: 
Print Name: Said Hilmy
Title: President

Attest: _____
Donesia Gause
City Clerk

and

By: 
Print Name: RAMIE HANAW
Title: Secretary

Certified as to Availability of Funds:

By: 
~~ISA~~ Chief Financial Officer

APPROVED AS TO FORM:

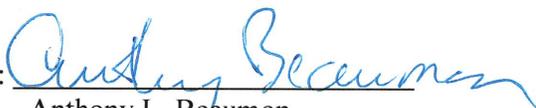
By: 
Anthony L. Beaumon
Sr. Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A

Scope of Services

PROJECT LOCATION

The City of Riverside is inviting consulting teams to submit proposals for the University Wash Improvements. The proposed project is located in the City of Riverside within Fairmount Park. The portion of University Wash (also referred to as Springbrook Wash) that will be improved is the reach located downstream of Market Street and extends 900 linear feet to Fairmount Lake (downstream) and includes the Bowling Green Drive vehicular bridge.

PROJECT BACKGROUND AND OVERALL GOALS

The goal of this project is to restore the channel capacity, improve the functionality and beauty of the University Wash in Fairmount Park, reduce flooding, and increase safety. This endeavor is being paid for through the partnership between the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City of Riverside. RCFC&WCD will only fund work related to safely conveying stormflows, eliminating upstream backwater and ponding that occurs within RCFC&WCD's maintained flood control channel as shown highlighted in yellow on Site Plans A and B in the attached Exhibit D. In addition, this project will improve the ability of the City of Riverside to maintain the area and control sediment. All other remaining work related to park improvements will be funded by the City of Riverside. All improvements will be maintained by the City of Riverside. There are no improvements proposed within RCFC&WCD's maintained flood control channel.

Fairmount Park is loved by the community and is a regional destination, partly because of the beautiful lakes and wash. Fairmount Park is an Olmsted Brothers design dating back to 1911 (see Exhibit D) and the landscape is dominated by the Montezuma Bald Cypress Trees. These trees can live thousands of years and they must be protected.

Improvements will not only restore the water conveyance functionality, but also improve pedestrian access and safety, and enhance the beauty of the park. By working closely with the regulatory agencies, the natural environment of the park can be improved for the enjoyment of wildlife and human park goers alike. Aesthetics is important, and we hope that this will be a destination for selfies and formal wedding and quinceañera photography shots. It is recommended that the team include a landscape architect well versed in park design and native plant material. The design will need to ensure that the proposed landscape does not inhibit future maintenance and keeps the drainage functional as intended.

All of Fairmount Park is part of the flood plain and it is understood that the park occasionally floods. RCFC&WCD's University Wash Channel, which is the reach upstream of Market Street, outlets into the City's reach with a 100-year design flowrate of 3000 cfs. The hydraulic capacity of the improved channel through the park is expected to safely convey these flows.

The reach of University Wash between Market Street and Bowling Green Drive symbolized as  on Site Plan A in the attached Exhibit D is an earthen trapezoidal channel with a 20 ft base width and 6 ft channel depth. Currently, the conveyance capacity of this reach is significantly reduced due to the presence of approximately 4ft of sediment/debris in the channel bed and the growth of vegetation in this sediment.

The existing Bowling Green Road bridge over University Wash is frequently overtopped due to diminished conveyance capacity in the channel beneath the bridge. This causes a safety risk due to flooding and requires the city to close down Bowling Green Drive until the stormwater subsides. The project will include design and engineering of the Bowling Green Road bridge that will not be prone to water overflow that requires closure and will include a sidewalk. This vehicular and pedestrian bridge may be prefabricated which may be more affordable and require less engineering.

The reach of University Wash downstream of Bowling Green Drive symbolized as  on Site Plan A in Exhibit D is an earthen trapezoidal channel with a 20 ft base width and 5.5 ft channel depth. Currently, the conveyance capacity of this reach is also significantly reduced due to the presence of approximately 5ft of sediment/debris and vegetation in the sediment. Lastly, the reduced capacity of University Wash between Market Street and Fairmount Lake results in consistent

backwater and ponding upstream and within approximately 1300 ft reach of the RCFC&WCD concrete lined University Wash Channel highlighted yellow Site Plans A and B in the attached Exhibit D.

The University Wash terminates to Fairmount Lake at an existing at-grade crossing maintenance access road and culvert. The at grade crossing is a trapezoidal earthen fill embankment covered with a concrete apron. The existing concrete armoring on the downstream face of the embankment is failing due to root intrusion and uplift. There is usually algae and moss on top of this structure due to the constant flows. The project includes the replacement of this at-grade crossing to enhance maintenance access and reduce the slip and fall hazard for pedestrians accessing the area.

One goal of the project is to increase and improve pedestrian circulation and maintenance access in and around the University Wash and Lily Ponds. The selected consultant will provide a circulation analysis and design for pedestrian and maintenance access to the wash and lily ponds. This design may include small, prefabricated bridges or small culverts to aid in pedestrian and small maintenance vehicle access over low flow waterway. It is understood that this access will be limited during high flows.

There is an existing 2,900 ft long 36-inch RCP storm drainpipe symbolized as \rightarrow on Site Plan B in attached Exhibit D that drains the University Wash to a clearing adjacent to Dexter Road just southwesterly of the Lake Evans spillway, south of the American Legion. This drainpipe does not function because the terminus is blocked, and the pipe is undermined. The result is that the adjacent parking lots and the golf course flood often. Currently the city is clearing the area at the terminus of this pipe near the American Legion and will make repairs to this pipe as a separate project. The consultant will consider if this drainpipe should continue to be part of the hydraulic design of the University Wash or should be capped so that it will only drain the adjacent parking lot and not the University Wash. Investigate why this storm drain is prone to clogging, and investigate a more robust solution, such a low flow outlet into Fairmount Lake from the at-grade crossing, since this will be reconstructed.

The Lakes were last dredged in 2007 and a dredging of Fairmount Lake is currently being planned for the summer of 2024 to restore storage capacity lost due to sediment deposition from the University Wash in the lake, improve the lake water quality, and restore the use of the lake for recreational boating.

The city has also hired a contractor to remove non-native invasive species currently within this project area including University Wash downstream of Market Street extending to Fairmount Lake. This work does not include sediment removal in the University Wash.

GOALS AND OBJECTIVES

The City of Riverside is seeking to implement a channel improvement project between Market Street and Fairmount Lake that will accomplish the following goals:

1. Restore the conveyance capacity of University Wash increase current channel conveyance capacity to convey Q100, eliminate flooding of Bowling Green Drive, and eliminate upstream backwater and ponding of low flows that occurs within the District's University Wash Channel
2. Design and engineer the Bowling Green Drive vehicular bridge replacement to reduce flooding overflow and include sidewalks for safer pedestrian circulation
3. Improve maintenance access and maintainability of University Wash
4. Design low-flow and high-flow spillway and conveyance from the reach of University Wash between Bowling Green Drive and Fairmount Lake
5. Utility coordination and relocation
6. Replace the at-grade crossing at the terminus of the University Wash to Fairmount Lake
7. Establish maintenance access, which might include foot bridges or culverts
8. Protect Montezuma Bald Cypress Trees
9. Provide a University Wash maintenance plan for the project area

CONSTRUCTION ESTIMATE

CEQA/Regulatory Permits	\$250,000
Construction	\$3,500,000
Design	\$500,000
Mitigation	\$200,000
Monitoring	\$50,000
Total	\$4,500,000

GENERAL DESCRIPTION OF SERVICES REQUIRED TO IMPLEMENT PROJECT

The services requested include:

- Project Management
- Preliminary Engineering and Design Development
- CEQA Documentation
- Resource Agency Permitting
- Utility Coordination and relocation if necessary
- Stakeholder Coordination (assume 5 public meetings)
- Monthly meetings with City Staff and RCFC&WCD for review and concurrence of plans
- Community Outreach (provide graphics and information for outreach to be conducted by city)
- Final Engineering and Construction Drawings and Project Specifications
- Construction Cost Estimate
- Bid Support Services
- Construction Support Services

CITY PROVIDED RESOURCES

The City of Riverside will provide:

- As-built drawings for the existing facilities (as Available)
- City Standards for Construction

DESIGN STANDARDS

All work shall conform to the following:

Drafting shall conform to the RCFC&WCD's Drafting Manual (<http://rcflood.org/Engineering.aspx>).

Hydrology calculations shall conform to the RCFC&WCD's Hydrology Manual (<http://rcflood.org/downloads/Manuals/Hydrology-Manual-20180814.pdf>).

Hydraulic calculations shall conform to the RCFC&WCD's Hydraulic Design Manual

(<https://rcflood.org/sites/g/files/aldnop291/files/2024-03/Hydraulic%20Design%20Manual%20Final%20032724.pdf>)

RCFC&WCD approved software shall be used for all hydrology and hydraulic calculations

(<http://rcflood.org/Downloads/Information%20Technology/District%20Accepted%20Software.pdf>).

Where available, structures shall be selected from and implemented in accordance with City of Riverside or RCFC&WCD standard drawings

(<http://rcflood.org/downloads/Standard%20Drawings/@@Standard%20Drawings%2007102019.pdf>), or County of Riverside Standard Drawings (https://rctlma.org/Portals/7/documents/ord461/ord461_package.pdf), Caltrans/APWA, or other public agencies, in that order. Where standards are not available, custom designs are required.

AutoCAD software is required

CONSULTANT RESPONSIBILITIES AND DELIVERABLES

The services requested include:

Full-Service Project Management and coordination of project elements to ensure completion on time. This includes active coordination with various City of Riverside staff, RCFCD staff, regulatory agencies, other Government Agencies, and Cities as necessary.

PRELIMINARY SCOPE OF WORK

1. Land Survey and Topographic Mapping
2. Investigation of Existing Conservation Easement and Expired Lake Streambed Alteration Permit. This item consists of researching conditions of existing conservation easement and identifying potential solutions to removing or modifying to allow necessary regular maintenance.
3. Preliminary Design
 - a. Conceptual Design Considering the Original 1911 Olmsted Brothers Plan of Fairmount Park
 - b. Alternatives Analysis
 - c. Project Selection
 - d. RCFC&WCD Plan Check and Concurrence
4. Prelim Channel and Basin Improvement Plans (30% Design Development):
 - a. Basis of Design Report
 - b. Geotechnical Investigation
 - c. Right of Way Coordination
 - d. Preliminary Construction Cost Estimate
 - e. Utility Locating
5. CEQA Documentation
6. Resource Agency Permitting (provide ad alternates to address the level of permitting required)
7. 60% Channel and Basin Improvement Plans including
 - a. Utility Relocation Coordination
 - b. Landscape Architecture Plans including Irrigation Plans
 - c. General Site Civil Engineering Plans including pedestrian circulation
8. 90% Channel and Basin Improvement Plans including
 - a. Structural Design Report for the design of custom structures
 - b. Updated Construction Cost Estimate
9. Specifications And Bid Package:
 - a. Final Channel and Basin Improvement Plans
 - b. Construction Permit Processing
 - c. Stormwater Pollution Prevention Plan
 - d. Final Construction Cost Estimate
10. Bid Support
11. Construction Support Services

THE TEAM

The preferred team will consist of a licensed civil engineer with similar project experience, landscape architect with experience in habitat restoration and public cultural landscapes, environmental consultant with experience with CEQA and permits, and possibly a bridge designer.

b. UNDERSTANDING & APPROACH

IDS understands that the existing University Wash Channel near Fairmount Park faces several issues contributing to flooding and seeks to restore the channel, Offline Basin-B, and Lily Pond to improve drainage, maintenance and pedestrian access, beauty, and safety of the Wash and Park. Fairmount Park has cultural and historical influence, and many Montezuma Bald Cypress Trees, that are vital to protect and preserve. The Park is important to the community and a regional destination in part because of the beautiful lakes and wash. The following is IDS’s approach to restoring and improving this important area.

Fairmount Park Landscape

The IDS team has extensive experience with habitat restoration and cultural landscapes throughout the Southwest United States, including work for the City of Carlsbad, CA at Leo Carrillo Historic Ranch Park, Antelope Valley Indian Museum State Historic Park, and Bryce Canyon National Park Cultural Landscape Inventory for Old NPS Housing and Bryce Canyon Lodge.

The original 1911 Olmsted Brothers Plan of Fairmount Park took what was considered “worthless land” on the quarry’s edge, creating Riverside’s flagship Fairmount Park, recognized as an example of excellence in urban park planning and plan implementation. Cultural landscape defining characteristics include the vision of the Olmstead brothers and their legacy, which created this cherished signature park. Many attributes of the cultural landscape are historically significant and have integrity. A review of the 1985 tree inventory showed that many trees from 1911 remain alive, and the Montezuma Bald Cypress are the home to many different bird species and will be preserved.



Restoration of the historic Lily Pond and the correction of the conveyance from University Wash offline Basin-B presents challenges which will be addressed through close coordination between our historic specialist, landscape architects, and civil engineers. Control of invasive plants will be improved through design, which encourages beneficial plants and by a redesign to modify the pond bottom depth and materials.

Beautification

Native plants form the basis for the natural beauty of Fairmount Park ecology and will be the basis for the landscape’s architectural beautification. Working with natives requires an understanding of the soil conditions, seasonal variations, unique water requirements, and maintenance needs. The IDS team will design this successful native plant restoration to meet the needs of stormwater conveyance and the ecological framework for birds, butterflies and small mammal habitats. Our design will be based on the nesting, foraging, and cover needs for habitat, and the delicate balance of the interface of park users adjacent to the habitat.



Our civil engineering and landscape architecture teams will work closely to balance the stormwater conveyance and coefficient of roughness so that revegetation is focused in areas that don’t impede floodwater movement. This will require attention to erosion control, protected planting pockets, and revegetated slope stabilization.

Increase & Improve Pedestrian Circulation and Maintenance Access

The Lily Ponds and University Wash are key visual destinations and will be integrated in concert with the Master Plan which is being developed. The locations of Bald Cypress trees and the Park’s historic framework will inform the orientation and final layout of the pedestrian system. The pedestrian circulation will be designed to take the visitor on a journey through a series of vistas and landforms to help tell the story of the founding of the park and the Park’s many layers of history. Maintenance Access will focus on providing functional, safe and accessible paths for the visiting public and ease of access for staff to visually survey and maintain the channel and offline basin.

Increase Safety

The circulation analysis and design will be grounded in safety and accessibility, guided by consideration for reducing long-term maintenance needs. Designing a circulation system that is not inundated with flood water will be key to lowering long-term maintenance costs and improving safety.

Landscape & Irrigation

Native plants, revegetation of wash slopes, parkland restoration, and preservation of significant existing trees and plants will be the focus of the landscape design. These Park improvements call for the design of a low-water-use, efficient, underground, and automatically controlled irrigation system. Each hydrozone will be characterized and assessed, and the irrigation strategy for each zone will respond to the unique needs of the plants. Native plants will be on separate valves to control seasonally and irrigated with low water use overhead spray, which emulates natural conditions.



Topographic Survey

IDS will provide a topographic survey of the project area as required on pages 39 and 40 of the RFP (highlighted with green dashed lines) except for the conservation easement area (highlighted with red dashed lines).

Because of the high volume and density of mature trees, an aerial topographic survey is not considered feasible. Instead, the field survey shall be conducted entirely on the ground and contain shots sufficient to generate 1-foot contours for engineering design purposes. Additionally, all trees with a diameter of 6 inches at a height of 3 feet above the ground, protruding roots, existing site features, and above-ground structures will be captured. Survey coordinates will be in NAD83 and elevations in NAVD88 per Riverside County Benchmarks or NGS control points.

Geotechnical Study

Our subconsultant Associated Soils Engineering (ASE) will perform a geotechnical investigation including three exploratory borings extending to depths of 25 to 50 feet for the proposed improvements. Appropriate laboratory testing for determination of classification, in-situ density/moisture, shear strength, expansion, and corrosive characteristics of soil and bedrock materials as necessary to supplement any existing data. ASE will prepare a single Geotechnical Investigation Report (“Soils Report”) for the improvements presenting findings, conclusions, and recommendations regarding the above-mentioned geotechnical information as well as remedial grading criteria, percolation test results, on-site sewage disposal recommendations, and foundation/slab/retaining wall/pavement design parameters as applicable.

Environmental Study – CEQA Documentation

IDS’s subconsultant UltraSystems will prepare an Initial Study (IS) under the requirements of CEQA § 21080 and § 15060 through § 15065 of the CEQA Guidelines. Technical analyses will be conducted for each environmental factor, as warranted, and well-supported responses for all questions listed under each environmental factor in CEQA Guidelines Appendix G will be provided. The environmental review of the proposed project will be conducted at a design, construction, and operation level of detail. The nature of the technical analyses will range from stand-alone technical studies to focused analyses necessary to address specific questions under each environmental factor of the Environmental Checklist. Mitigation measures will be developed in proportion to the severity and probability of the occurrence of the identified potentially significant effect.



We will work directly with the City of Riverside (or designated CEQA lead agency) staff assigned to the proposed project. Our approach also incorporates the need for multiple reviews of key documents (e.g., revisions to engineering and construction drawings and project specifications) and coordination with key components of the overall required services, to ensure that the

document prepared is adequate and will best reflect the Lead Agency's independent judgment. The close coordination between our team and City staff will also reflect the Lead Agency's commitment to process and notice the anticipated IS/MND in a legally defensible and procedurally compliant manner.

Permitting

RWQCB Section 401 Water Quality Certification (WQC) and/or Porter-Cologne Act Waste Discharge Requirement (WDR)

The State Water Resources Control Board (SWRCB) and each of its nine Regional Water Quality Control Boards (RWQCBs) regulate the discharge of waste (dredged or fill material) into waters of the U.S. and waters of the State (as defined by the Porter-Cologne Water Quality Control Act and California Water Code 13050[e]).

Waters of the State are defined as "any surface water or groundwater, including saline waters, within the boundaries of the state", and include waters of the U.S. including wetlands that meet the current definition, or any historic definition, of waters of the U.S. (California Water Code 13050[e]), and wetlands defined in the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (SWRCB 2019, revised 2021).

Section 401 of the CWA requires certification for any federal permit or license authorizing impacts to waters of the U.S. (i.e., waters that are within federal jurisdiction), such as Section 404 of the CWA and Section 10 of the Safe Rivers and Harbors Act, to ensure that the impacts do not violate federal or state water quality standards. However, when a project may impact waters of the State, alone or in combination with waters outside of federal jurisdiction, the RWQCBs have the authority under the Porter-Cologne Water Quality Control Act (Porter- Cologne) to issue Waste Discharge Requirements (WDRs) to ensure that impacts do not violate state water quality standards. WDRs, and waivers of WDRs are also referred to as orders or permits.

In the instance that waters of the U.S. are not within the project area, the 401 WQC is waived and the project proponent enters into the WDR process for waters of the State. Both pathways to permitting are administered by the RWQCB.

We will prepare and submit a Section 401 or WDR permit application package to the Santa Ana RWQCB (Region 8) which will include:

- Section 401 Water Quality Certification/Waste Discharge Requirements permit application form.
- Full description, including the purpose and final goal of the entire activity.
- Complete project description including:
 - Jurisdictional wetland delineation report (if verified, the USACE verification letter - the delineation report).
 - Mitigation and monitoring plans, such as an HMMP.
 - Any other documents relating to water quality and beneficial uses.
 - Grading Plans and/or final conceptual engineering drawings and detailed maps.
- A detailed description of all measures to be taken to prevent the project from adversely affecting the water quality and beneficial uses of the waterbody(ies) to be impacted.
- Identification of the federal license/permit (i.e., agency, type, nationwide permit number, file number).
- Copies of federal application, notification, agency-Client correspondence, or signed statement that none is applicable (copy of the application for a USACE Section 404 permit, as per Optional task below).
- Copies of any final or (if not final) draft federal, state, or local licenses, permits, or agreements concerning the project (copy of the application for a CDFW Streambed Alteration Agreement).
- A copy of any draft or final CEQA document prepared for the project. Typically, RWQCB accepts a copy of the Notice of Determination on the CEQA document. If the document has not yet been certified or adopted, send a copy of the most completed version of the document. Although CEQA documentation is not required for a complete application,

the RWQCB needs to have ample time to properly review a final copy of valid CEQA documentation before taking a certification action.

- The correct application fee deposit (to be paid by the City/client). Failure to submit this fee deposit will make the application incomplete.

CDFW Lake or Streambed Alteration Agreement (LSAA):

The California Department of Fish and Wildlife (CDFW) regulates rivers, streams, and lakes through its Lake and Streambed Alteration Program, which protects waters of the State pursuant to Sections 1600-1616 et seq. of the California Fish and Game Code. These waters are generally referred to as “CDFW jurisdictional waters”, which extend beyond the river, stream, or lake perimeter to include contiguous riparian habitat.

The project will require authorization of a Streambed Alteration Agreement (LSAA or “1600 permit”) with CDFW before any activity that substantially modifies the bed, bank, or channel, including riparian habitat, of a river, stream or lake. An LSAA is also needed if an activity may substantially adversely affect existing fish or wildlife resources associated with CDFW jurisdictional waters. Finally, if protected riparian vegetation, usually trees, sometimes shrubs, will be encroached upon or removed, a protected tree inventory may be required (and included as a separate additional work task).

Effective September 1, 2020, all notifications for Standard Agreements (LSAA or “permit”) must be submitted through the Environmental Permit Information Management System (EPIMS) Permitting Portal for this project. We will complete an online application package including all requested information (City to reimburse/pay any fees, payable by the project applicant). The project applicant (and Client) will review the final permit package prior to submittal to CDFW to begin the permitting process.

Task includes investigation of Existing Conservation Easement and Expired Lake Streambed Alteration Permit. This item includes researching the conditions of the existing conservation easement and identifying up to three (3) potential solutions for removing or modifying it to allow for regular channel maintenance, as outlined in the environmental study. This will include coordination with the City and City Attorney regarding legal requirements. We will revise the easement as allowed to accommodate maintenance activities to maintain hydraulic capacity of the facility.

Assumptions for above Environmental Work Program

This scope does not include development of a Habitat Mitigation and Monitoring Plan (HMMP). Exhaustive details of mitigation design, implementation, and monitoring programs are not part of this scope. Development of an HMMP will require a change order.

This scope includes one permit package submittal to the USACE, RWQCB, and CDFW. Additional resubmittals due to project design changes will require a change order.

This scope assumes the project will not require a Nationwide Permit from the USACE. Preparation of a Nationwide Permit application package would require the approval of Optional Task (404 Permit) by the City. Preparation of an Individual Permit, if required by the USACE, would require a change order.

We will not be responsible for WDR or LSAA Notification application fees, this will be the Client’s responsibility, including payment for other permit fees as part of the permitting process.

If work will occur in “wetted channel,” then a plan to divert water around the project site and dewater the work site must be included with the permit applications and should specify the method, volume, rate and timing of the diversion. A figure showing the size and location of the diversion must also be included. Water diversion is considered a temporary impact to jurisdictional waters and must be described in the jurisdictional delineation report and permit applications. If water diversion is proposed, then the Client must provide the following:

- A water diversion plan that specifies the method, volume, rate and timing of the diversion of the water around the work site.

- The plan must specify an estimation of the materials to be used (e.g. corrugated steel pipe with diameter, k-rails, sandbags, bubbler, visqueen sheeting, etc.).
- The plan must specify an estimation of equipment needed to install and maintain the water diversion.
- CAD data with a defined coordinate system or GIS shapefiles/geodatabase or Google Earth kmz/kml files that digitally illustrate the size and location of the water diversion.
- If we are to provide the development of the water diversion plan (i.e. consult with the Client and/or agencies, write sections of the plan, provide drawings to illustrate the concept, etc.), a change order will be requested.

A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts to hydrology. This scope is outlined below in channel capacity restoration. This scope does not include work specific to a § 7 consultation or § 2081 consultation regarding federally or state listed species, respectively. Specific surveys and/or consultation with USFWS will require a change order.

A 30-day “Pre-filing Meeting” is required for submittals to the RWQCB, prior to submittal of the WDR permit application. The generally anticipated timeline is approximately 120 to 150 days upon the agency confirmation of a complete application, 30-day public review period, to the final hearing approving the project and permit issuance. Once an application has been deemed complete, the RWQCB has between 60 days and 1 year in which to make a decision. This does not include the time necessary to prepare the permit package or perform pre-application coordination with the agencies.

Changes to the existing project description, engineering drawings, project design elements, or other such changes resulting in alterations to the existing setting, resources, impact mapping, impact calculations, and/or mitigation may increase the projected project timeline and/or cause us to incur additional out-of- scope work, which will be billed via change order or on a time and materials basis to the client.

This scope includes not more than three (3) site visits with the resource agencies. UltraSystems experience indicates that agency consultation may require an unknown number of meetings and revisions to the permit package submittals. Additional meetings, site visits, responses to comments, revisions requested by the resource agencies will be conducted on a time and materials basis.

Permit Coordination with the Resource Agencies

Upon the Client’s approval, we will coordinate individually with the concerned resource agencies (USACE, RWQCB, and CDFW) and conduct site visits to discuss the jurisdictional delineation survey results, project design, impacts to jurisdictional waters, recommended best management practices (BMPs), and mitigation concept. Agency concerns will be incorporated into the final resource agency permit package submittals.

In addition, we will coordinate with the Client, project engineer, the resource agencies, and other relevant parties to effectively process the permit applications. Coordination may include addressing agency comments and questions, negotiating mitigation measures, responding to requests for additional information, and any additional tasks required for package completion. Coordination may include telephone, email, or written correspondence, or meetings with the agencies.

Assumptions for Permit Coordination with the Resource Agencies

This scope includes not more than three (3) site visits with the resource agencies. Our experience indicates that resource agency consultation may require an unknown number of meetings and revisions to the permit package submittals. Additional meetings, site visits, responses to comments, revisions requested by the resource agencies will be conducted on a time and materials basis.

Any coordination for the Section 404 Nationwide Permit from USACE will be conducted, as-needed, as per the Optional Task below.

Utility Locating and CCTV

IDS’s subconsultant C-Below will provide a comprehensive Utility Investigation of the project area utilizing an Electromagnet Locator, Ground Penetrating Radar (GPR), and Locatable Duct Rodder. Found utilities will be marked using water-based paint

showing utility type and estimated depth. The IDS survey team will take ground shots of the utility markings and incorporate them into the topographic survey base map. C-Below will also video the existing 2,900-foot long 36-inch RCP storm drain line using a Locatable CCTV Push Camera and provide a comprehensive report showing locations of any blockages or damage along the pipe.

Restoration of the Channel’s Hydraulic Capacity

IDS’ approach will be to investigate and restore the earthen University Wash Channel hydraulic capacity to convey the 100-year design flowrate of 3,000 cfs in addition to restoring Offline Basin B and constructing low and high-flow spillways from the Wash to Basin-B, and restoring the integrity of the historic “Lily Pond” to a visually beautiful park destination suitable for habitat and should be easily maintained.

The investigation of the existing conservation easement and lake streambed alteration will be conducted in coordination with UltraSystems’ technical study findings and in consultation with the City and City Attorney. The conservation easement review will explore design options to protect the ecological and environmental integrity of the land surrounding the lake. This may involve placing land-use restrictions to preserve its natural state, wildlife habitat, water quality, and scenic beauty. Key considerations include protecting water quality, safeguarding wildlife habitats, preventing erosion and runoff, and conserving both recreational and scenic values.

Existing 36-inch RCP Storm Drain Investigation

IDS’s approach will be to CCTV the 2,900-foot length of the 36-inch main line to identify areas of damage and blockage. IDS will also perform a hydrology and hydraulic analysis to determine the existing flow capacity of the 36-inch mainline and incoming flow from the existing laterals and the Wash. IDS will then analyze the proposed improvements to the Wash and if the connection to the 36-inch mainline should remain or be capped, and a new low-flow from the Wash provided directly to the Lake.

Bowling Green Drive Bridge Replacement

IDS will work closely with a prefabricated bridge manufacturer to prepare PS&E to incorporate a new bridge with a sidewalk to replace the existing bridge at Bowling Green Drive (see location depicted at right). The goal of the bridge design and maintenance modifications to the channel below the bridge (via the conservation easement evaluation) will be to ensure that stormwater runoff will no longer overtop the bridge, preventing further flooding and shutdowns. The new bridge location is envisioned just north of the existing bridge to avoid impacts to the grove of Montezuma Cypress trees and to maintain traffic/access during construction.



Additionally, the University Wash terminates at Fairmount Lake at an existing at-grade crossing, which includes a maintenance access road and culvert. The at-grade crossing consists of a trapezoidal earthen fill embankment, covered with a concrete apron.

The existing concrete armoring on the downstream face of the embankment is failing due to root intrusion and uplift. Algae and moss frequently accumulate on this structure due to constant water flow. The project includes replacing this at-grade crossing to enhance maintenance access and reduce the slip-and-fall hazard for pedestrians accessing the area. The goal is to remove the concrete apron at the downstream end of the lake area.

Drainage Study

IDS will conduct a drainage study to analyze the pre and post-Hydrology and Hydraulic conditions of the University Wash near Fairmount Park and the existing 2,900-foot long, 36-inch RCP storm drain line. The study will include exhibits of the pre and post-construction conditions and hydraulic software calculation outputs.

OPTIONAL TASKS

USACE Section 404 Nationwide Permit

The amount of work associated with preparing a notification to the USACE pursuant to Section 404 of the Clean Water Act (CWA) depends on the magnitude of project impacts to waters of the U.S. (as defined on September 8, 2023 in Revised Definition of “Waters of the United States”; Conforming [88 FR 61964]) under the jurisdiction of the U.S. Army Corps of Engineers (USACE) Most projects require a Preconstruction Notification (PCN) be submitted to the USACE. If permanent losses (i.e., impacts) are below the impact threshold for notification, then the project may be exempt and would qualify as a non-notifying project. However, as the Section 404 permit is directly applicable to the Section 401 Water Quality Certification from the RWQCB (see Section 401 below), each project will be reviewed on a case-by-case basis to provide a streamlined effort for permitting.

Under Section 404 of the CWA, the USACE can issue general permits to authorize activities that have minimal individual and cumulative adverse environmental effects. The Nationwide Permit Program (2021) allows the USACE to issue general permits in the form of Nationwide Permits (NWP) for certain activities, provided that the disturbance thresholds are satisfied. Typically, projects that result in impacts to less than 0.5 acre (this acreage varies among different NWPs) can normally be conducted pursuant to one of the NWPs. Under these circumstances, the PCN also functions as an NWP application.

Activities in waters of the U.S. that involve greater than minimal impacts require an Individual Permit. Typically, the USACE will require an Individual Permit for an activity that will impact an area equal to or in excess of 0.5 acre of waters of the U.S. Individual Permits and NWPs are completely different in scope. Our current understanding of the project scope indicates the project may qualify for a nationwide permit if the project impacts are less than 0.5 acre, depending on the NWP applied for (subject to USACE discretion).

We will complete a Section 404 Nationwide Permit application package that includes all requested information, and submit the permit package to the USACE, Los Angeles District for review. At that point, we may also request a Pre-Application Meeting, which is recommended for those projects that may be complex and/or potentially controversial.

The permit package will include the following:

- A completed application form with appropriate figures and drawings.
- A detailed description of the project, including location, grading plans, and water diversion plans provided by the Client.
- Jurisdictional delineation report.
- A list of approvals and certifications being obtained from other federal, state, or local agencies.
- Biological resources survey report.
- Cultural resources report.
- Compensatory Habitat Mitigation and Monitoring Plan (HMMP).

EXCLUSIONS AND ASSUMPTIONS:

- See above, prior assumptions regarding the environmental program and permitting scope of work.
- A Low Impact Development (LID) Study is not expected to be required for the proposed improvements and is excluded. If the City or other Agencies require an LID Study, this can be provided for an additional cost.
- Construction surveying and staking is excluded.
- Excludes CCTV and hydrology study of laterals connected to the 2,900-foot, 36-inch RCP storm drain main line and assumes the County/City will provide Record Drawings of the 36-inch storm drain main and County/City will provide peak flows for runoff draining to each lateral inlet.
- Permitting fees to be paid by the City (Client).

OPTIONAL TASKS

USACE Section 404 Nationwide Permit

The amount of work associated with preparing a notification to the USACE pursuant to Section 404 of the Clean Water Act (CWA) depends on the magnitude of project impacts to waters of the U.S. (as defined on September 8, 2023 in Revised Definition of “Waters of the United States”; Conforming [88 FR 61964]) under the jurisdiction of the U.S. Army Corps of Engineers (USACE) Most projects require a Preconstruction Notification (PCN) be submitted to the USACE. If permanent losses (i.e., impacts) are below the impact threshold for notification, then the project may be exempt and would qualify as a non-notifying project. However, as the Section 404 permit is directly applicable to the Section 401 Water Quality Certification from the RWQCB (see Section 401 below), each project will be reviewed on a case-by-case basis to provide a streamlined effort for permitting.

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- Construction surveying and staking is excluded.
- Excludes CCTV and hydrology study of laterals connected to the 2,900-foot, 36-inch RCP storm drain main line and assumes the County/City will provide Record Drawings of the 36-inch storm drain main and County/City will provide peak flows for runoff draining to each lateral inlet.
- Permitting fees to be paid by the City (Client).

EXHIBIT "B"
COMPENSATION

City of Riverside

University Wash Improvements at Fairmount Park

Staff Allocations per Discipline:	Civil Engineering & Project Management										Surveying				Landscape Architecture				Estimation			Subconsultants	
	Hourly Rate	Hours	Fees	Assoc. Prin. \$ 220	Sr. Eng. \$ 211	Pr. Eng. \$ 185	Design \$ 160	Eng. \$ 140	Subtotal	Surveyor \$ 220	Crew \$ 50	Subtotal	Assoc. Sr. LA \$ 220	Sr. LA Designer \$ 170	LA \$ 170	LA \$ 170	Subtotal	Subtotal	Utility Locating (C-Below)	Environmental (UltraSystems)			
Task 1: Project Management and Coordination	115	\$24,473																					
Meetings (Virtual)	48	\$3,696																					
Team Project Kick Off meeting (in person)	18	\$1,486																					
Research, Investigation, and Site Visit	49	\$9,291																					
Task 2: CEQA Documentation	82	\$15,721																					
CEQA Documentation	44	\$8,601																					
Technical Studies	0	\$71,214																					
MND	0	\$11,869																					
Permitting (Assumes permit fees paid by City)	0	\$0																					
Aquatic Resource Determination	0	\$13,738																					
Jurisdictional Determination	0	\$11,869																					
Project Section 407 Water Quality	0	\$10,930																					
Section 1802 Lake or Streambed Alteration Agreement from CDW	0	\$9,050																					
Resource Agency Permit Coordination	38	\$14,452																					
Task 3: Preliminary Design	396	\$97,288																					
Topographic Survey	76	\$640																					
Geotechnical Investigation	8	\$15,034																					
Right of Way Coordination	24	\$4,656																					
Utility Locating, CCTV, and Coordination	18	\$28,302																					
Base of Design Report	40	\$5,804																					
Conceptual Design Drawings	134	\$23,554																					
Alternative and Circulation Analysis	64	\$11,828																					
R/C&M/CDO Coordination	32	\$6,440																					
Task 4: 30% Design Development	276	\$48,422																					
30% CD Drawings and Preliminary Cost Estimate	240	\$23,426																					
Predicted Bridge Design Coordination	36	\$6,996																					
Resource Agency Permitting	0	\$0																					
Task 5: 60% Construction Documents	288	\$47,652																					
60% CD Drawings, Outline Specifications, and Cost Estimate	234	\$41,212																					
Utility Relocation Coordination	32	\$5,440																					
60% CD Drawings, Outline Specifications, and Cost Estimate	234	\$41,212																					
Utility Relocation Coordination	32	\$6,440																					
Task 7: 90% Construction Documents	184	\$38,362																					
90% CD Drawings, Specifications, and Cost Estimate	154	\$34,352																					
Task 8: Final Specifications and Bid Package	644	\$110,765																					
100% CD Drawings, Specifications, and Cost Estimate	155	\$27,237																					
Construction Permit Processing	56	\$10,760																					
Drainage Analysis and Report	318	\$65,000																					
Stormwater Pollution Prevention Plan (SWPPP)	105	\$17,758																					
Task 9: Bid Support	28	\$5,184																					
Bid Support	28	\$5,184																					
Task 10: Construction Support Services	72	\$13,416																					
Construction Support Services	72	\$13,416																					
BASE PROJECT TOTAL - Fees/Hours	2073	\$546,283																					
Optional Tasks	20	\$39,489																					
Section 404 Nationwide Permit from USACE	0	\$13,853																					
TRMTRM Restoration and Monitoring Plan	20	\$25,636																					
OPTIONAL TASKS TOTAL - Fees/Hours	20	\$39,489																					
BASE PLUS OPTIONAL TASKS GRAND TOTAL - Fees/Hours	2093	\$585,772																					

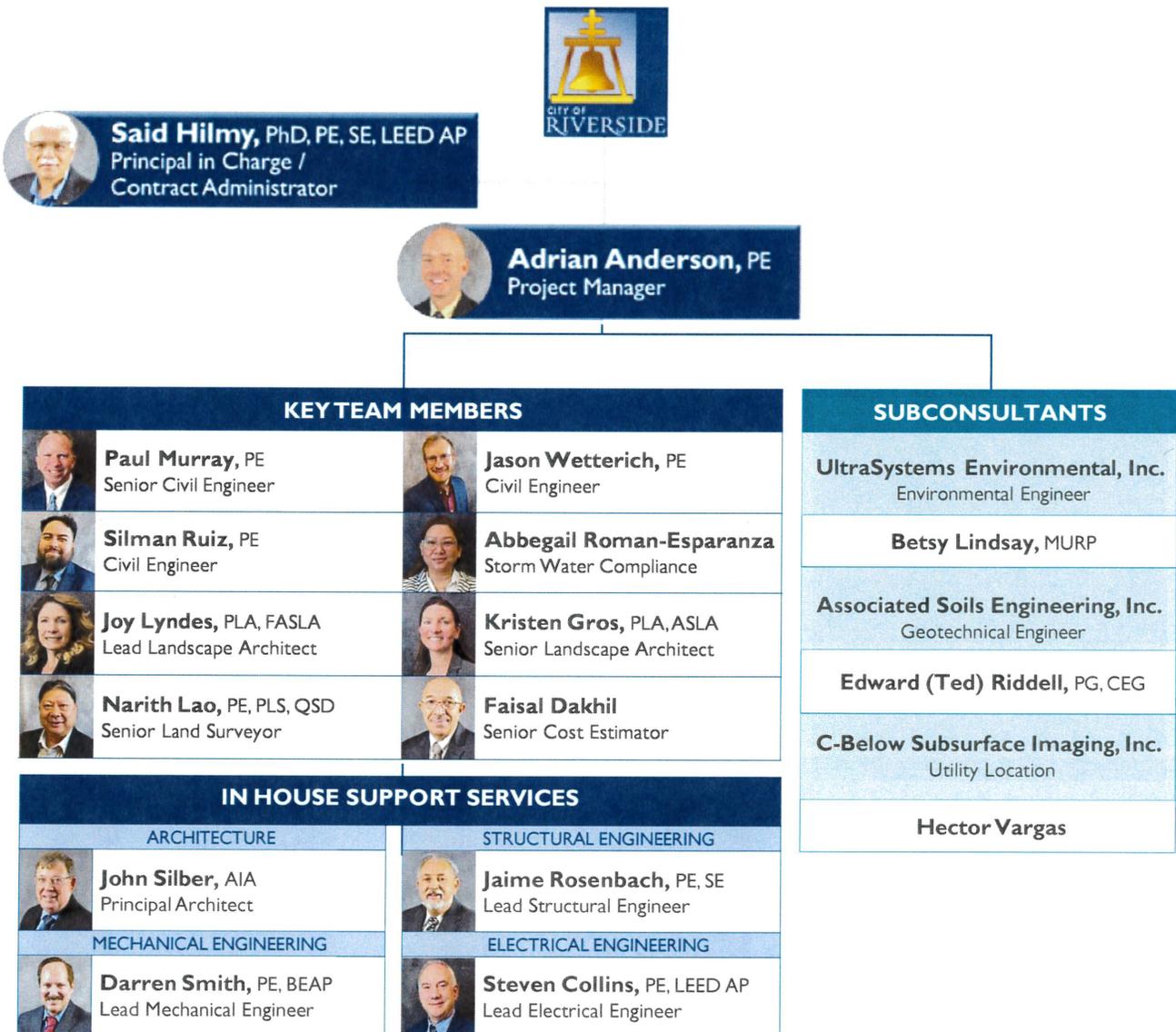
EXHIBIT "C"
KEY PERSONNEL

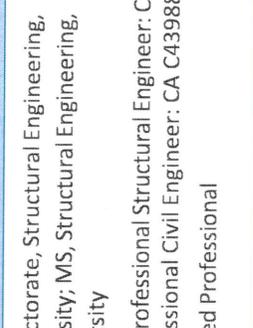
d. COMPANY PERSONNEL

FIRM STAFFING

IDS is an award-winning architectural and engineering (A/E) firm which offers fully integrated engineering and architectural multidisciplinary consulting services. Our staff of 85+ professionals bring a proven track record interfacing with project stakeholders and code compliance for public agency projects, providing E/A design services for complex design renovations, additions, and modernizations as well as new construction for various facilities and project types.

The IDS staffing and resource management plan is based on our extensive experience providing E/A services for public agencies. Our flexible organizational infrastructure allows us to meet any project’s technical and schedule challenges by ensuring the appropriate team members are assigned to projects that best fit their experience, the project scope, and schedule requirements. The IDS staff listed, have worked independently or teamed on projects with similar deliverables and have successfully collaboratively provided architectural and engineering services that will furnish the most expeditious and efficient response time available to ensure collaborative success.



KEY PERSONNEL	CREDENTIALS
 <p>SAID HILMY, PHD, PE, SE, LEED AP Principal in Charge Contract Administrator E: said.hilmy@idsgi.com T: 949.387.8400 ext.116</p>	<p>Dr. Hilmy has over 35 years of experience in structural engineering design and analysis and project management. Mr. Hilmy specialties are related to providing organizational leadership with a focus on quality control in the delivery of construction documents as well as excellent customer service.</p> <p>ADRIAN ANDERSON, PE Project Manager E: adrian.anderson@idsgi.com T: 949.387.8400 ext.509</p> <p>Adrian serves as IDS' Associate Principal and Project Manager leading the civil department. He has been engaged with a multitude of projects throughout his career from large highway and tunnel corridor planning studies to plans, specifications, and estimates (PS&E) for street intersection and parking lot improvements.</p> <p>PAUL MURRAY, PE Senior Civil Engineer E: paul.murray@idsgi.com T: 949.387.8400 ext.501</p> <p>Mr. Murray is a highly experienced Civil Engineer, managing and designing projects from project kickoff, through entitlements, and close of construction. He has successfully designed and permitted land development projects in civic, commercial, residential, and industrial market projects throughout the United States.</p> <p>Silman Ruiz, PE, LEED GA Civil Engineer E: silman.ruiz@idsgi.com T: 949.387.8400 ext.506</p> <p>Mr. Ruiz brings over 10 years of experience in the public sector, including Due Diligence research on possible development projects, site plan development, conceptual grading and water quality/stormwater management, entitlements, and CEQA, and moving on final development plans and permits and supporting construction until project closeout.</p> <p>ABBEGAIL ROMAN-ESPERANZA Civil Engineer E: abbegail.esperanza@idsgi.com T: 949.387.8400 ext.505</p> <p>Ms. Esperanza has a broad background in Civil Drainage and Storm Water Quality Design and currently serves as a Senior Civil Designer at IDS. She leads drainage and water quality projects and performs QA/QC for all Storm Water-related designs and studies in this capacity.</p> <p>JASON WETTERICH, PE Civil Engineer E: jason.wetterich@idsgi.com T: 949.387.8400 ext.508</p> <p>Mr. Wetterich is an accomplished civil engineer with hands-on design, project management and construction management experience on a variety of traditional and specialized civil design, construction, and environmentally sensitive projects.</p>
	<p>Education: BS, Civil Engineering, California State University, Long Beach Registration: Professional Civil Engineer, CA #C60955</p>
	<p>Education: BS, Civil Engineering, Bradley University Registration: Professional Civil Engineer, CA #C78912</p>
	<p>Education: BS, Civil Engineering, California State University, Fullerton Registration: Professional Electrical Engineer, CA #C94658</p>
	<p>Education: BS, Civil Engineering, University of the Philippines</p>
	<p>Education: BS, Civil Engineering, California State University, Long Beach Registration: Civil Engineer, CA #C94131</p>

KEY PERSONNEL

NARITH LAO, PE, PLS, QSD | Land Surveyor

E: narith.lao@idsgi.com | **T:** 949.387.8400 ext.507

With over 30 years of professional experience, Mr. Lao brings an extensive experience teaming with government agencies on the city to the federal level. Specializing in entitlements, Mr. Lao is deeply familiar with legal descriptions, lot line adjustments, lot mergers, parcel and tract maps and is an unmeasured resource to the team.



FAISAL DAKHIL | Senior Cost Estimator

E: faisal.dakhil@idsgi.com | **T:** 949.387.8400 ext.427

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a broad spectrum of projects ranging in value from \$1 million to more than \$250 million. Faisal has a long track record of successful jobs coming in under budget and on time, resulting in substantial client savings.



JOY LYNDES, PLA, FASLA | Lead Landscape Architect

E: joy.lyndes@idsgi.com | **T:** 949.387.8400 ext.184

Ms. Lyndes brings expertise in designing innovative, sustainable and resilient outdoor places that educate the public about the natural and cultural history of the environment. She has led multi-million dollar designs, managing complex stakeholder groups and coalescing diverse teams to plan, design and build projects that foster long-term outcomes in neighborhoods and public spaces.



KRISTEN GROS, PLA, ASLA, LEED AP ND | Landscape Architect

E: kristen.gros@idsgi.com | **T:** 949.387.8400 ext.151

Ms. Gros brings a multi-disciplinary engineering-architecture understanding to landscape planning, design, and irrigation systems geared toward foothill communities. She is a team player with the ability to communicate project needs while managing budgets, leading design teams, and developing strategic and operational plans for firmwide future growth.



Education: BS, Civil Engineering (Land Surveying), California State Polytechnic University, Pomona
Registration: Professional Civil Engineer, CA #65995; Professional Land Surveyor, CA No 8046

Education: MS, Civil Engineering, University of Southern California
BS, Civil Engineering, University of Southern California

Education: Master of Landscape Architecture, University of Arizona
Registration: Professional Landscape Architect: CA #4131; Historic Preservation Certificate

Education: MS Landscape Architecture, California Polytechnic University, Pomona
Registration: Professional Landscape Architect: CA #6288; LEED Accredited Professional Neighborhood Development

SUBCONSULTANTS

As a multidiscipline engineering and architectural design firm, IDS seamlessly integrates all specialized divisions under one roof giving our clients a premium customer experience by creating a “one-stop-shop” of design professionals. After a review of the scope of services, IDS has included the following subconsultants to enhance our in-house services.

Services	Company	Years working with IDS Group
Environmental Engineering	UltraSystems Environmental, Inc,	<1 Year
Geotechnical Engineering	Associated Soils Engineering, Inc.	12 Years
Utility Locations	C-Below Subsurface Imaging, Inc.	4 Years