

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): LOS ALAMOS SPORTS PARK SOCCER PROJECT

Contract Number:

Consultant Name (“**Consultant**”): RICK

Consultant Business Type:Limited Liability Company (LLC)

Consultant Address: 5620 Friars Road, San Diego, CA 92110

Consultant Representative Name and Title (“**Consultant Representative**”):Brian F. Mooney,  
FAICP, Principal, Planning and Design Division

Consultant Representative Work Phone and Email:619-908-3526  
bmooney@rickengineering.com

**Termination Date:**June 30, 2027

Total Not-To-Exceed Contract Amount (“**Contract Sum**”):\$184,110.00

City Department Contact (“**Department Contact**”):Jarrett Ramaiya, Development Services

Department Contact Work Phone and Email:951 461-6069 Jramaiya@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No):No

## **RECITALS**

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

See Exhibit A for Scope of Services.

## **AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1. SERVICES OF CONSULTANT**

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

**5.2 Indemnification.**

**(a) General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnites**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

**5.3 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, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful



act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF MURRIETA, a California municipal corporation

By: \_\_\_\_\_

Justin Clifton, City Manager

**Effective Date:**

**ATTEST:**

\_\_\_\_\_  
Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Tiffany Israel, City Attorney

Date:

**CONSULTANT:**

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services:**

Preparation of conceptual grading plan, drainage, surveying, and preparation of the environmental documents.

#### **II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

Boundary survey, conceptual plans and technical reports, and environmental documents.

#### **III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

#### **IV. Consultant will utilize the following personnel to accomplish the Services:**

See proposal.



May 15, 2025

Mr. Jarrett Ramaiya  
Director of Development Services  
City of Murrieta  
1 Town Square  
Murrieta, California 562

**SUBJECT: PROPOSAL FOR ENVIRONMENTAL, PLANNING, AND CONCEPTUAL CIVIL ENGINEERING SERVICES FOR LOS ALAMOS PHASE II SOCCER PROJECT IN THE CITY OF MURRIETA, CA (RICK PROPOSAL)**

Dear Mr. Ramaiya

The Planning, Environmental, and Design Division of Rick Engineering (RICK) is pleased to submit this proposal to you to augment RICK's existing contract with the City of Murrieta (City) to provide civil engineering, storm water quality, and CEQA documentation services for the Surplus Land Project Site in the City of Murrieta. RICK provides an experienced, full-service environmental and design team that will work with the City to support and successfully carry the Project through the evaluation, research, and analysis required for the conceptual grading project. Our RICK team will work closely with Glenn Lukos Associates (GLA) Biologists to develop background data and analysis in technical areas of stormwater, drainage, land use planning, and noise. Our conceptual design parameters will utilize our professional level understanding, experiences, and industry standards for the development of a graded city parcel. These conceptual level studies are anticipated to meet the requirements for declaring the property Surplus Land and allowing its sale.

**A. Project Understanding**

The City of Murrieta (City) is proposing to release the property involving 47-acres in the City of Murrieta, California for sale to the most qualified bidder. The current project design parameters will be limited to a conceptual grading design that addresses drainages, stormwater, biology, and topography characteristics in the undeveloped portion of the existing project site, addressed as 37000 Ruth Ellen Way.

The Project Site is located adjacent to a main arterial and provides direct access via Whitewood Road which runs east-west next to the property. Clinton Keith Road is to the north, and Hunter Road is just south of the Project Site. The Project Site is bound by single-family residences to the west and northwest. The remainder of the site is bounded by undeveloped land/designated conservation areas to the north and east and the existing Los Alamos Hills Sport Park directly to the south. The Project Site consists of a single unoccupied residence owned by the City that is currently used as a maintenance office/facility for the existing park operations, in addition the middle portion of the Project Site is being used as a vegetative material storage area.

The City is required to only provide conceptual level site plan and rough grading plan that are of adequate professional and industry standards to address the requirements of the MSHCP. Full design plans for the property will be prepared under a separate contract at a later date.

## **B. Environmental Understanding**

The City of Murrieta will need to address the environmental impacts identified by Harris & Associates (2024) and expand on the issues and concerns raised by the wildlife agencies. The environmental initial study will be prepared pursuant to CEQA Section 15162: Subsequent EIRs and Negative Declarations. This CEQA approach allows for a project to tier from original CEQA documents. The Project Initial Study will tier off the Final EIR for the Parks and Recreation Master Plan (99-078, SCH# 99062037) and Final EIR for the City of Murrieta General Plan 2035 (SCH#2010111084).

The Project Site is part of the Los Alamos Master Plan which was approved in April 2000 and the associated EIR dated February 23, 2020. The overall site development included a high school, sports complex, active park, and open space areas on 254 acres. The EIR determined that the project would result in significant impacts associated with air quality, biological, cultural, noise, paleontological, hazardous waste, water quality, traffic, and geotechnical resources.

Our team understands the project has been underway for a significant amount of time and that the sports complex plan that was evaluated in the 2000 Master Plan has been redesigned to avoid impacts to the sensitive biological resources located in the project area. It is also our understanding that the city is looking for flexibility in their options and currently wants to focus on conceptual level grading only to explore options of selling the property through the Surplus Lands Act. The City has been working with various consultants to update previous biological studies prepared for the 2000 Master Plan EIR. A formal aquatic resources delineation was conducted in June 2021. The study identified aquatic and riparian resources potentially subject to the regulatory jurisdiction of the USACE, RWQCB, and CDFW, pursuant to Sections 404 and 401 of the Clean Water Act and Section 1602 of the California Fish and Game Code. These included an unnamed creek, non-vegetation channels and concrete channels. Associated aquatic and riparian vegetation communities within the Project Site include Coast Live Oak woodland, Southern willow scrub, and Vernal pools.

Our approach is to review and incorporate the Harris and Associates existing technical reports prepared for the Project Site, including the Biological Resources Analysis Report and Jurisdictional Delineation (habitat evaluation and acquisition negotiation strategy [HANS]) Report. This research will also address other specific-focused CEQA elements (air quality/GHG, biology, noise, lighting, and water quality) as required to provide site assessment evaluations.

It is our understanding the City will be processing a Determination of Biologically Equivalent or Superior Preservation (DBESP) document to address potential impacts to occupied habitat and riparian habitat including vernal pool resources.

Upon evaluation and clear understanding of the required Project impacts and technical support documents, the RICK team will confirm with the City our preferred approach of an Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND will address and determine any potential significant environmental impact as the result of the site development. Mitigation measures will be developed by the RICK team to mitigate impacts to a less than significant impact and will incorporate by reference the adopted EIR for the Los Alamos Master Plan. The IS/MND will include updated technical studies and other information prepared to address the revised site plan, which includes biological resources and cultural resources reports prepared by Glen Lukos. Our team will prepare a conceptual level grading plan, and drainage plan to support the preparation of the IS/MND.

## **C. PROJECT TEAM**

Key staff and resources proposed for this Project include Brian F Mooney FAICP, Principal in Charge, Greg Mattson, AICP, Senior Planner, Sophia Johnson, Environmental Planner, Kristin Werksman PE, Associate Civil

lead, and support staff from our internal technical departments. Mr. Mooney will serve as the environmental technical lead providing oversight and preparation of the CEQA documents and coordination with the City and the RICK Team. Mr. Mattson will serve as Project Manager with support from Ms. Johnson, with additional support from Kristin Werksman and other RICK staff in the preparation of environmental planning documents and conceptual grading plans including water quality and drainage. Our environmental team also includes BlueScape Environmental and dBFA for Air Quality/GHG and Noise technical studies, respectively.

#### **D. SCOPE OF WORK**

RICK's Team will prepare an outline, approaches, and strategies for the Project Site with City Staff concurrence and GLA Associates on crafting the appropriate CEQA-level document that will address the wildlife processing requirements. Below is our approach to this project.

##### **TASK 1: CIVIL- CONCEPTUAL GRADING PLAN**

RICK's Civil Design team will prepare one (1) Conceptual Grading Plan ("CGP") in accordance with the guidelines from the City of Murrieta and based on the impact areas identified in the PowerPoint exhibits provided by the City or City's consultants. The CGP will provide preliminary conceptual mass grading impacts. The CGP will also include the location and nature of proposed slopes, retaining walls, culvert size and capacity, storm drainage facilities, and water quality features (bio-filtration basins), as required. The CGP will also identify conceptual level drainage layout, on-site detention, and design. Scope assumes geotechnical recommendations and reports will be prepared by others and provided by the City prior to the production of the CGP and other improvement plans. Our Scope assumes two (2) rounds of minor revisions to the conceptual grading plan based on the initial grading analysis, site plan layout, and review by the City. Scope also includes two (2) hours of coordination time for obtaining, reviewing, and adjusting the Preliminary Site Plan provided by others to the right coordinate system.

##### Preliminary Water and Service Connections

RICK Team will prepare one (1) preliminary level sewer and water utility connection for the Project Site based on the Conceptual Grading Plan. Our Team will obtain from City staff and incorporate the location, size, elevations, and capacity of the existing utilities adjacent to the Project Site to review potential conflicts with the Conceptual Grading Plan. Scope does not include any sewer study or water consumption analysis to size the waterlines.

##### **Deliverables:**

- Conceptual Grading Plan (electronic copy)
- Constraints of Preliminary Site Plan
- Preliminary Utility Plan (sewer and water) with service connections

##### **TASK 1.1: RECORD BOUNDARY SURVEY WORK**

- RICK will review a current preliminary title report (less than 60 days old) provided by the client and show any plottable existing easements. RICK will then perform a Field Survey search for and data collect existing controlling centerline monuments for a local record basis of bearings. Boundary will be based strictly on record information only and placed with a reference to the said Basis of Bearings. Where no records exist, the boundary will be based on either legal descriptions and/or record GIS information. The parcels in question are Assessor's Parcel Numbers 900-050-037, -40, -45, -46, 900-030-40, -41, -42, -43, -44, 900-232-001, 900-273-001.
- Deliverable will be only a portion of the boundaries of the above-mentioned APN's, per the client's markup.

These boundary lines will be per record information.

## **TASK 2: CONCEPTUAL DRAINAGE & STORM WATER QUALITY REPORT**

RICK Team will prepare and submit to the City of Murrieta, one (1) Combined Conceptual Drainage & Water Quality Report to be used for the conceptual design of the on-site storm drain system and conveyance of flows through the site, to the downstream edge of the project. Included in the drainage portion of the study are major basin level on-site rational method hydrology for pre-project and post-project conditions, preliminary storm drain sizing (using normal depth methodology), drainage study maps (pre-project and post-project), and the report narrative. The drainage analysis will be performed in accordance with the Riverside County Flood Control and Water Conservation District's (RCFCWCD) Hydrology Manual, dated April 1978. The criteria will be used to show pre-project and post-project values at a point of connection/discharge at the downstream edge of the project. If the post-project condition peak flow rates are determined to be higher than pre-project condition by an amount that is considered significant, detention analysis may be required and a separate scope and fee for the same can be provided at the time.

The water quality portion of the study will include conceptual BMP sizing including Source Control, Site Design and Structural Pollutant Control BMPs throughout the site as a result of the project in accordance with the 2018 Water Quality Management Plan for the Santa Margarita Region of Riverside County. This task includes calculation of on-site water quality treatment volumes to conceptually size structural pollutant control BMPs using the BMP sizing worksheets, selecting and sizing appropriate pollutant control BMPs based on the site layout, and a Water Quality exhibit showing the project site and location of permanent BMPs. At the conceptual level, empirical volume for hydromodification management shall be calculated and provided for the BMPs to address hydromodification management. This scope assumes conceptual sizing of up to ten (10) biofiltration BMPs. This scope does not include any continuous simulation hydromodification modeling or any offsite water quality analysis.

### **Deliverables:**

- Combined Conceptual Drainage & Water Quality Report

## **TASK 3: CEQA TECHNICAL STUDIES**

### **TASK 3.1 AIR QUALITY/GREENHOUSE GAS STUDY**

RICK's sub-consultant, BlueScope Environmental, will prepare an Air Quality ("AQ") and Greenhouse Gas Emission (GHG) study to support the IS/MND. EIR dated February 23, 2020. The City of Murrieta is located within the jurisdiction of South Coast Air Quality Management District (SCAQMD), which regulates and establishes air quality and greenhouse gas thresholds of significance and methodology guidance under the CEQA.

BlueScope proposes to utilize the California Emissions Estimator Model (CalEEMod), Version 2022.1 to quantify emissions and compare against the appropriate South Coast Air Quality Management District (SCAQMD) CEQA air quality thresholds. Model output results will be provided in brief combining of AQ/GHG technical memorandum with associated tables. These tables will compare the estimated emissions modeling results to SCAQMD numerical mass daily significance thresholds for construction and operations, as well as SCAQMD localized significance thresholds (LSTs). The report will also include a brief description of existing air quality conditions.

Given that the site is greater than five acres, BlueScope anticipates that an LST dispersion modeling analysis may be necessary (i.e., the SCAQMD LST Guidance states that screening tables are not to be used for projects greater

than five acres in size). The Scope does not include additional modeling effort but instead assumes the LST tables for projects up to five acres can be used to support an LST compliance argument for purposes of an IS/MND.

BlueScape will provide a qualitative assessment of health risks due to the Project's construction, citing infrequent and short-duration diesel emissions associated with construction and very few diesel vehicles. BlueScape assumes that a quantitative health risk assessment (HRA) will not be required. It is possible that the City may require more quantitative analysis, as the State of California's Office of Environmental Health Hazards Assessment's (OEHHA) 2015 HRA guidance states:

"Due to the uncertainty in assessing cancer risk from very short-term exposures, we do not recommend assessing cancer risk for projects lasting less than two months at the MEIR. We recommend that exposure from projects longer than 2 months, but less than 6 months, be assumed to last 6 months (e.g., a 2-month project would be evaluated as if it lasted 6 months). Exposure from projects lasting more than 6 months should be evaluated for the duration of the project. In all cases, for assessing risk to residential receptors, the exposure should be assumed to start in the third trimester to allow for the use of the ASFs (OEHHA, 2009)."

Based on the limited information provided thus far, the Project does not appear to be the type of land use that typically results in higher truck traffic and idling; thereby, the likelihood of scrutiny by lead agencies and/or the public is lessened.

Because onsite diesel particulate matter (DPM) emissions associated with Project construction will be of short duration and magnitude, BlueScape has not included a construction health risk assessment (HRA).

#### Greenhouse Gas Emissions

BlueScape proposes to perform a greenhouse gas emissions (GHG) study for construction of the proposed Project. Results of the GHG study would be included as part of the Air Quality/GHG technical memorandum. BlueScape anticipates the need to show the Project's consistency with the draft SCAQMD numerical GHG thresholds and the City of Murrieta's Climate Action Plan. The analysis will include a review and discussion of the Project's consistency with additional plans for the purpose of reducing GHG emissions, such as the California Air Resources Board's 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan) and Southern California Association of Governments 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (2020–2045 RTP/SCS / Connect SoCal).

### **TASK 3.2 NOISE TECHNICAL STUDY**

RICK's sub-consultant, dBF Associates (dBFA) will prepare a noise technical report to support the IS/MND. It will consist of the following tasks:

#### Construction Noise Analysis

A site reconnaissance will be conducted to determine and understand the acoustical characteristics of the Project Site and adjacent property edges. The ambient noise environment will be quantified based on sound level measurements at up to nine locations at or near the property lines, residential uses, and/or noise-sensitive areas.

The noise analysis will address pre-project noise levels and potential construction noise. The site layout configuration will be imported from the project CAD files into the Cadna/A noise prediction model, which will be used to estimate construction noise levels. Construction noise estimates will be based on the duration of construction activities, type, and number of equipment pieces used, idling, and proximity to construction areas.

Unmitigated noise levels in occupied noise-sensitive habitat will be predicted for up to three phases of

construction expected to generate the highest noise levels. For habitat that would be exposed to noise levels greater than 60 dBA Leq, attenuation measures to reduce construction noise levels to 60 dBA Leq or below will be recommended in the report. Noise barriers, equipment substitutions, equipment placement changes, time restrictions, and/or constraints on simultaneous use of equipment will be considered as appropriate. Predicted construction noise levels at residential receptor locations will be compared to applicable City noise level limits. Feasible noise abatement measures based on acoustic calculations will be recommended as necessary.

#### Prepare Noise Impact Report

The methodology and results of the noise impact assessment will be submitted electronically in a draft noise technical report; four copies of the final report will be provided upon request. Comments resulting from one screen-check review of the draft technical report by the City will be addressed. It is assumed that the comments will be minor and not require additional acoustic calculations or sound level measurements.

### **TASK 4: ENVIRONMENTAL- CEQA STUDY**

#### **TASK 4.1 PREPARE ADMINISTRATIVE DRAFT IS/MND**

RICK 's Environmental Team will coordinate a series of site visits (if required) for key personnel to the Los Alamos Project Site. Our team will conduct a site visit, with detailed site observations, and provide a photographic inventory of the site and the surrounding area to document existing conditions. RICK Team will prepare a detailed Project Description (PD) for use in the Initial Study, which will describe the unique site characteristics, including site setting, location, project size, and nearby land use to be incorporated into project objectives, technical, and environmental reports/studies. The RICK Team will prepare an Administrative Draft Initial Study that will include the project description, California Environmental Quality Act (CEQA) environmental checklist, mandatory findings, and a determination that a Mitigated Negative Declaration will be the appropriate CEQA document for the project.

In preparing the checklist, RICK will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each question under each topic. The explanatory comments will identify any potentially significant impacts and mitigation measures that would reduce impacts to less-than-significant levels.

A brief discussion and analysis will be prepared for each topic addressed in the Initial Study. Specific tasks for the identified key issues are discussed below.

- **Aesthetics.** The Project Site will alter the visual character of the proposed site by creating urban views of the new development site, parking areas, and associated structures. Visual impacts would be long-term land use alterations, however, would be temporary in nature, while associated construction activities are underway for the proposed soccer fields and associated structures. Upon the full buildout of the sports areas or development, and the propose land use will be designed to blend in with Phase I, residential community area, and offer the coordinated appearance of a major development. RICK Team will review the previous EIR analysis and update the qualitative visual analysis for construction-related impacts and post-construction impacts associated with habitat/vegetation disturbance that may occur with the project. This Scope does not include the preparation of visual simulations.
- **Air Quality/GHG.** Findings from the Project's Air Quality/GHG analysis will be summarized in the IS/MND.
- **Agricultural Resources.** Findings from the adopted EIR will be incorporated by reference to assess agricultural resources.
- **Biological Resources.** Findings will be provided from the Biological Resources Report prepared by

others and will be used to complete the Draft IS/MND. Biological Resources will address any permanent direct, indirect, and temporary impacts to sensitive species, habitats, or jurisdictional waters/wetlands.

- **Cultural Resources.** Findings from the historical and cultural resources reports provided by Glen Lukos and Associates will be used to complete the IS/MND document.
- **Geology and Seismicity.** Findings from the approved EIR will incorporate the geologic and seismic context of the Riverside region, surrounding environs, and Project Site. No new project-specific geotechnical and soil reports are assumed for the project.
- **Hazardous Materials.** Findings from the approved EIR will be incorporated by reference and updated as needed. This includes a search of all environmental databases for known hazardous release sites in the immediate area that will be included in the analysis. These include Envirostor and Geotracker, as published by the Department of Toxic Substances Control. RICK will summarize any potential concerns with respect to any potential sites in the vicinity based on information available in the databases.
- **Hydrology and Water Quality.** Findings from the project design and use of project-specific drainage and water quality reports to complete the IS checklist.
- **Land Use and Planning.** Findings from the approved EIR will be incorporated by reference to address land use. The RICK Team will confirm existing land use on the Project Site, in the vicinity, and describe future land use designations for the vicinity included in the applicable Community Plan and/or General Plan land uses. RICK Team will assess whether the proposed sports project will be supported by the site, available utility extensions, roadway impacts, pedestrian access, impacts to nearby school facilities, as well as whether the project would physically divide an existing community.
- **Noise.** Findings from the approved EIR will be incorporated by reference to address noise impacts. Land use compatibility requirements of the applicable General Plan will be documented in the noise discussion. The temporary noise impacts of temporary construction noise on adjacent noise-sensitive land uses will also be qualitatively described. Construction-related mitigation measures will be identified, as appropriate to mitigate noise, dust, visual, lighting, etc.
- **Transportation.** Finding from the approved EIR will address the short-term construction-related impacts to traffic (egress/ingress), sport operational traffic, school traffic patterns, and local circulation will be addressed in the Draft IS/MND.
- **Lighting.** Findings from the approved EIR will incorporate the recommendations of the lighting consultant (City to hire) to identify impacts related to location, installation, operations, lighting focus, shielding, etc., and potential mitigation measures to reduce the potential impact to less than significant. RICK Team analysis will consider the surrounding residential neighborhoods and the proposed adjacent open-space conservation areas.
- **Other Issues.** Findings from the approved EIR will address other issues that are anticipated to be fully analyzed in the Draft IS/MND. All such issues will be discussed in sufficient detail to demonstrate their less than significance under CEQA criteria, assuming these findings can be made. The RICK Team anticipates the proposed Project will not result in any noticeable changes to mineral resources, public services, utilities, and service systems, or other environmental issues. All of these, however, will be addressed in the Draft IS/MND.

#### **TASK 4.2 PREPARE SCREENCHECK AND PUBLIC DRAFT IS/MND**

RICK Team will make revisions or corrections to the Administrative Draft and provide the city with a



screen-check version (PDF and Word files) of the Draft IS/MND and technical studies. A minimum of two screen reviews of the Draft IS/MND is assumed prior to the preparation of the Draft IS/MND document. It is assumed that the city will perform the distribution of the Draft IS/MND to all responsible agencies. RICK Team will prepare the Notice of Intent (NOI) and Notice of Availability (NOA).

#### **Task 4.2.1 Deliverables:**

RICK Team will provide the following CEQA document deliverables:

1. The RICK Team will provide electronic copies of the Draft IS/MND and appendices to the city for its use, including Appendices, in Adobe PDF format.
2. The RICK Team will prepare and file a Notice of Intent (NOI) per State CEDQ Section 15072 along with the statutorily required number of copies of the Draft IS/MND with the State Clearinghouse. It is anticipated that this submission would include digital versions of the document. Rick Team will prepare and send out a Notice of Availability (NOA) to review the Draft IS/MND to a mailing list compiled with the help of City staff. City will pay any applicable fees (e.g., newspaper legal ad, Riverside County Clerk, public noticing, state clearinghouse, etc.).

#### **TASK 4.3 PREPARE RESPONSE TO COMMENTS**

Following the review of the Public Draft IS/MND, the RICK Team and the City will review and discuss the comments received and establish the appropriate approach and distribution of responsibility for preparing specific responses to comments. The RICK Team will produce a response to the comments document for one round of review and comment by the City and legal counsel, after which the document will be finalized. This scope of work assumes the RICK Team will prepare responses to no more than 25 substantive public comments on the Draft IS/MND. This scope assumes the RICK Team will prepare one (1) screen check version and one final version of the Response to Comments.

#### **TASK 4.4 PREPARE FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM**

Upon completion of the response to the comments document, RICK Team will prepare the Final IS/MND, incorporating any text edits or revisions to the Public Draft IS/MND. The RICK Team will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with Public Resources Code Section 21081.6, CEQA Guidelines Section 15097 for inclusion as an appendix to the Final IS/MND. For any significant impact identified in the Final IS/MND, the MMRP will be a matrix and describe the required mitigation and the responsible parties, tasks, and schedule for monitoring mitigation compliance, including a distinction of applicable phase, if necessary. RICK will provide an electronic screen check copy of the MMRP for City review. One round of review will be incorporated for the MMRP.

The City will prepare all public notices, prepare the Notice of Determination (NOD), distribute the Final IS/MND, and be responsible for filing the NOD at the County Clerk within five days after the adoption of the Final MND and post with the State Clearinghouse. The City will pay the County Clerk and any other regulatory agency CEQA filing fees (if applicable).

#### **Task 4.4.1 Deliverables:**

1. RICK Team assumes one (1) screen check review prior to receiving City approval to prepare the Final IS/MND document RICK will provide electronic copies of the screen check.
2. RICK Team will provide electronic copies of the Final IS/MND to the City for its use, (including Appendices in Adobe PDF format).

#### **TASK 4.5 CEQA MEETINGS/STAKEHOLDER MEETINGS**

RICK's Environmental Project Manager will attend up to six (6) project team meetings and one (1)

agency/stakeholder meetings, assumed to be two hours each including preparation and travel.

#### **TASK 6.0 PROJECT MANAGEMENT**

RICK's Environmental Team will provide support services as the project undergoes environmental reviews and processing. Management tasks will consist of formal and informal communication with the City and the project team. With Brian Mooney as Principal in Charge, Greg Mattson will be providing overall project management including managing internal staff time, overseeing preparation and review of all work products, ensuring quality control, tracking and adhering to the project schedule and budget, and coordination with the client as well as City staff and other sub-consultants. Greg will also be available for strategic planning and a Senior QA/QC support.

Brian Mooney will also be supported by Kristin Werksman, Associate Land Development as well as other staff. Our Team will participate in progress meetings with the Project Team as necessary throughout the process to discuss project issues, and preparation of products, determine the next steps, and address any anticipated potential challenges in advance. Brian will also facilitate monthly progress conference calls to provide consistent project progress updates and communication to avoid project issues to the extent possible. Greg will also coordinate monthly invoices.

#### **TASK 7.0 FEE STRUCTURE**

RICK Team will perform the tasks noted above for environmental planning and design services— for **\$184,110** as shown in the attached cost estimate (Attachment A). Labor fees will be billed according to our current Schedule of Hourly Rates (Appendix B) with a labor budget not to exceed the amounts indicated without additional authorization. The Client will be billed monthly for each item as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the Client's office.

## **ASSUMPTIONS**

Not included in either the above Scope of Work or fees are services that may be necessary for the following items:

1. Additional rounds of City staff comments. This scope and fee assume three cycles of review and City staff comment. If additional rounds of review preparation and submittal are required, an augment to this scope and fee would be required.
2. The City will provide access to the site, electronic base map files (CAD, GIS, etc.), and all applicable reports and maps (in an editable electronic format) prepared previously.
3. RICK Team may contact the City's other consultants who prepared technical studies for the project to ask questions and obtain additional information, as necessary. Any required additions or revisions to these consultants' reports are not included within the Scope of Work required of RICK in this proposal.
4. Technical studies, focused BUOW surveys, construction monitoring, permit applications/processing, and reports not identified in this scope ("additional work") are not included within the scope of services required of RICK under this proposal.
5. RICK Team has made our best assumptions based on experience and current understanding of the project. Should any of the assumptions listed in the scope of services prove incorrect, an amendment to the scope of services and cost estimate may be required.
6. Once preparation of the technical studies and/or Initial Study has begun, no changes to the project design will occur such that substantive revisions to the project description or report graphics, or reanalysis of any environmental issue will be required. If changes to the site plan occur during the preparation of the technical analyses, a contract augment may be required.
7. The City is responsible for payment of processing or recording fees and CEQA processing fees and other agencies.
8. The civil design scope excludes final engineering design, geotechnical engineering, site plan, and structural engineering.
9. SWPPP / Construction General Permit – is not included at conceptual level.
10. The drainage plan excludes off-site drainage and stormwater quality design/analysis; HMP continuous simulation modeling, and detention analysis.

Mr. Jarrett Ramaiya

May 15, 2025

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If "Notice to Proceed" is delayed for any reason beyond sixty (60) days, it is understood by both parties that the terms and conditions contained herein are subject to revision. If the City would like us to proceed with this Scope of Work, we ask that you please sign and return this agreement as our written authorization. Upon signature by City, this proposal becomes the agreement for services and the "Notice to Proceed." For any questions concerning this agreement, please contact me directly at 619-688.1471. Thank you for requesting Rick Planning + Design to provide these services.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian F. Mooney". The signature is stylized with a large, sweeping initial "B" and "M".

Brian F. Mooney FAICP

Principal, Planning + Design Division

TW/GM/rh/C:\RICK\Departments\Environmental\SD\Admin\Agreements

**Attachments:**

Exhibit A-Cost Estimate

APPROVED BY:

CITY OF MURRIETA

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Signature

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Date

## Attachment A- Cost Estimate

City of Murrieta\_ Los Alamos Phase II Soccer Field - May 15, 2025

Role:		RICK PLANNING, ENGINEERING, AND DESIGN										RICK Hours	RICK Labor Total	SUBCONSULTANTS		Subconsultant Labor Total	Total Task Budget		
		PLANNING & DESIGN					CIVIL ENGINEERING			WATER QUALITY				BLUESCAPE ENVIRONMENTAL	dBFA				
		Brian Mooney	Greg Mattson	Sophia Johnson	Joey Turi	Rhonda Henry	Kristin Werksman	Emily Snipes	Sam Schuchardt	Shavger Rekani	Ash Paranthaman							Billy Augustine	
		Principal	Project Manager	Assistant Environmental Planner	GIS Analyst	Admin Assistant	Associate	Associate Project Manager	Principal Design Engineer	Associate	Assistant Project Engineer							Associate Water Resources Designer	
Task	Description	Hourly Rate:	\$300	\$180	\$125	\$125	\$85	\$250	\$205	\$170	\$250	\$190	\$150						
1	CIVIL ENGINEERING																		
1.1	Prepare Conceptual Grading Plan							20	20	80				120	\$22,700		\$0	\$22,700	
1.2	Prepare Conceptual Sewer and Water Layout for Service Connections							2	4	18				24	\$4,380		\$0	\$4,380	
Task 1 Subtotal													144	\$27,080				\$27,080	
2	WATER QUALITY/STORMWATER																		
2.1	Prepare Draft Drainage and Stormwater Quality Report										5	20	120	145	\$23,050		\$0	\$23,050	
2.2	Prepare Final Drainage and Stormwater Quality Report										3	5	15	23	\$3,950		\$0	\$3,950	
Task 3 Subtotal													168	\$27,000				\$27,000	
3	CEQA TECHNICAL STUDIES																		
3.1	AQ/GHG Report													0	\$0	\$ 10,500.00	\$10,500	\$10,500	
3.2	Noise Report													0	\$0		\$ 9,700.00	\$9,700	\$9,700
Task 4 Subtotal													0	\$0				\$20,200	
4	Environmental CEQA STUDY																		
4.1	Prepare Administrative Draft IS/MND			30	160	8	8							206	\$27,080		\$0	\$27,080	
4.2	Prepare Screencheck and Public Draft IS/MND		2	30	100	8	4							144	\$19,840		\$0	\$19,840	
4.3	Prepare Responses to Comments			16	24		2							42	\$6,050		\$0	\$6,050	
4.4	Prepare Final IS/MND and MMRP			16	40	2								58	\$8,130		\$0	\$8,130	
4.5	CEQA Meetings/Stakeholder Meetings		8	8	16									32	\$5,840		\$0	\$5,840	
Task 5 Subtotal													482	\$66,940				\$66,940	
5	Project Management																		
5.1	City Staff Preparation Meetings		6	12	6			6	8					44	\$7,850		\$0	\$7,850	
5.2	Scheduling/Invoice			24				8						32	\$6,320		\$0	\$6,320	
5.3	QA/QC		24	24				16						64	\$15,520		\$0	\$15,520	
Task 6 Subtotal													140	\$29,690				\$29,690	
Labor Hours Total			40	160	346	18	14	52	32	98	8	25	135	928					
Labor Dollars Total			\$12,000	\$28,800	\$43,250	\$2,250	\$1,190	\$13,000	\$6,560	\$16,660	\$2,000	\$4,750	\$20,250	\$150,710		\$20,200	\$170,910		
REIMBURSABLE EXPENSES																			
Subconsultants Reimbursable Expenses																			
RICK Reimbursable Expenses																			
Record Boundary Survey																			
GRAND TOTAL																			
\$184,110																			



## Attachment B: Hourly Rates – California Offices

February 1, 2025 – December 31, 2025

Page 14 of 14

Principal Consultant (Special Projects) .....	\$325.00	Director of Watershed Science.....	\$ 280.00
Principal.....	300.00	Assistant Director - Watershed Science.....	260.00
Associate Principal .....	280.00	Principal Water Resources Project Manager.....	245.00
Associate/Manager.....	260.00	Project Scientist/Manager.....	200.00
Expert Witness.....	450.00	Principal Water Resources Designer/Scientist .....	175.00
Court Appearance per half day or part.....	1,800.00	Associate Water Resources Designer/Scientist .....	160.00
		Assistant Water Resources Designer/Scientist .....	145.00
Senior Project Manager/Engineering Manager .....	\$ 250.00	GIS Manager .....	\$ 220.00
Principal Project Engineer/Manager.....	240.00	GIS Asset Manager .....	200.00
Associate Project Engineer/Manager.....	220.00	GIS Programmer.....	180.00
Assistant Project Engineer/Manager .....	200.00	Principal GIS Project Manager .....	195.00
Principal Engineering Designer .....	175.00	Associate GIS Project Manager .....	180.00
Associate Engineering Designer .....	160.00	Assistant GIS Project Manager .....	165.00
Assistant Engineering Designer.....	145.00	Principal GIS Analyst.....	155.00
Principal Engineering Drafter.....	135.00	Associate GIS Analyst.....	140.00
Associate Engineering Drafter.....	125.00	Assistant GIS Analyst .....	125.00
Assistant Engineering Drafter.....	115.00	Graphics Designer.....	145.00
Engineering Intern .....	100.00	CAD Manager.....	180.00
Senior Technical Manager.....	200.00		
Senior Transportation/Traffic Engineer.....	\$ 250.00	Field Supervisor.....	\$ 225.00
Principal Transportation/Traffic Engineer.....	240.00	One-person Survey Party.....	185.00
Associate Transportation/Traffic Engineer.....	220.00	One-person Survey Party with Robotics.....	235.00
Assistant Transportation/Traffic Engineer.....	200.00	Two-person Survey Party .....	290.00
Principal Transportation/Traffic Designer .....	175.00	Three-person Survey Party .....	395.00
Associate Transportation/Traffic Designer .....	160.00		
Assistant Transportation/Traffic Designer.....	145.00	3D Laser Scanning Crew (One-Person).....	\$ 215.00
		3D Laser Scanning Crew (Two Person).....	320.00
Principal Planner II .....	\$ 225.00	Principal 3D Laser Scanning Project Manager.....	\$ 210.00
Principal Planner I .....	210.00	Associate 3D Laser Scanning Project Manager.....	185.00
Senior Planner II.....	195.00	Assistant 3D Laser Scanning Project Manager.....	170.00
Senior Planner I .....	185.00	Principal 3D Laser Scanning Specialist.....	155.00
Grant Writing Specialist.....	180.00	Associate 3D Laser Scanning Specialist.....	140.00
Associate Planner.....	160.00	Assistant 3D Laser Scanning Specialist.....	125.00
Assistant Planner .....	140.00	3D Laser Scanning Technician .....	115.00
Planning Technician.....	120.00		
Principal Project Landscape Architect/Manager .....	\$ 210.00	Photogrammetry Supervisor .....	\$185.00
Associate Project Landscape Architect/Manager .....	190.00	Principal Photogrammetrist .....	165.00
Assistant Project Landscape Architect/Manager.....	170.00	Associate Photogrammetrist .....	145.00
Principal Landscape/Urban Designer .....	150.00	Assistant Photogrammetrist .....	130.00
Associate Landscape/Urban Designer .....	135.00		
Assistant Landscape/Urban Designer.....	125.00	Mapping Director.....	\$ 210.00
Director of Environmental Planning Services.....	\$ 245.00	Principal Survey Analyst.....	200.00
Principal Environmental Project Manager.....	210.00	Associate Survey Analyst.....	165.00
Associate Environmental Project Manager.....	195.00	Assistant Survey Analyst.....	135.00
Assistant Environmental Project Manager.....	180.00		
Principal Environmental Planner/Analyst.....	165.00	Associate Project Administrator.....	\$ 100.00
Associate Environmental Planner/Analyst.....	145.00	Assistant Project Administrator .....	90.00
Assistant Environmental Planner/Analyst .....	125.00	Administrative Assistant/Manager .....	85.00
Environmental Technician.....	110.00		
Principal Stormwater Project Manager.....	\$ 210.00		
Associate Stormwater Project Manager.....	190.00		
Assistant Stormwater Project Manager.....	170.00		
Principal Stormwater Specialist .....	155.00		
Associate Stormwater Specialist.....	140.00		
Assistant Stormwater Specialist.....	125.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.5.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**None**

## **EXHIBIT "C"**

### **SCHEDULE OF COMPENSATION**

**I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**

**III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.



**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

**See proposal**

- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

## **EXHIBIT E**

### **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

**3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

**4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

**5. Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**Cyber Liability** Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

#### **6. Technology Professional Liability Errors & Omissions**

***(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers)***

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

**If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.**

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### **Additional Insured Status**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

##### **Primary Coverage**

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### **Umbrella or Excess Policy**

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT F**  
**FEDERAL REQUIREMENTS**  
**(Only applicable if required on cover page of agreement)**