

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HOUSEAL LAVIGNE ASSOCIATES, LLC

Update General Plan 2025 Housing Element, Public Safety Element,
Environmental Justice Policies and Program EIR (RFP No. 2023)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and HOUSEAL LAVIGNE ASSOCIATES, LLC, an Illinois limited liability company authorized to do business in California (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Updating General Plan 2025 Housing Element, Public Safety Element, Environmental Justice Policies and Program EIR (RFP No. 2023) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2021, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Million Two Hundred Sixty-Four Thousand Seven Hundred Ninety-Three Dollars (\$1,264,793.00) (which amount includes a ten percent (10%) contingency), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Planning Department
City of Riverside
Attn: Matthew Taylor
3900 Main Street
Riverside, CA 92522

To Consultant

Houseal Lavigne Associates, LLC
Attn: Rob Matthews, AICP
188 West Randolph Street, Suite 200
Chicago, IL 60601

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability, if applicable.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability, if applicable.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, or relate to: 1) the negligence, recklessness or willful misconduct of Consultant or anyone employed by or working under the Consultant in the performance of the Services; or 2) breach of this Agreement by the Consultant. This duty to defend shall apply whether or not such claims, lawsuits or proceedings have merit or are meritless. Consultant's obligation to defend the Parties shall apply whether or not the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, or relate to the negligence, recklessness or willful misconduct of Consultant or anyone employed by or working under this Consultant in the performance of the Services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of

this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles,

Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant

will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

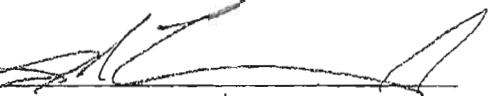
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

HOUSEAL LAVIGNE ASSOCIATES, LLC,
an Illinois limited liability company authorized
to do business in California

By: _____
City Manager

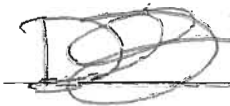
By: 

[Printed Name] JOHN HOUSEAL

[Title] PRINCIPAL / COFOUNDER

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 

[Printed Name] DEVIN LAVIGNE

[Title] PRINCIPAL

By: _____
Chief Financial Officer

Approved as to Form:

By: Kristi J. Smith
Chief Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit A - Scope of Work

| The Parties agree that the various Tasks can be revised to reflect and correspond to changes that may arise. | | | | | |
|--|---|--|---|------------------------|------|
| 1 | Project Startup | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 Draft/Final | 100% |
| Kick-Off | | | | | |
| 1.1 | Kick-Off meeting with City staff | Support for an initial project kick-off meeting with City staff | <none> | | X |
| Baseline Conditions | | | | | |
| 1.2 | Reconnaissance tours of each ward | One-day or 2x half-day recon tours of key locations within each ward, to be guided in-person by City if possible | <none> | | X |
| 1.3 | Collect and review relevant documents | Collect and review existing plans and frameworks that relate to the HE, PSE, and EJ policies considered for this planning effort | Summary memo describing documents reviewed and high-level summary of key findings | X | |
| 1.4 | Prepare base maps and planning area boundaries | Data to be provided by City in symbolized, ready-to-use format | Base maps and related data | X | |
| 1.5 | Identify key issues and potential themes | Initial discussions around key issues and potential themes to be developed during the planning effort | Summary memo describing key issues and potential themes | X | |
| Technical Enablement | | | | | |
| 1.6 | Set up Riverside 3D Community basemap | Produce a 3D, online community basemap of existing and baseline conditions | 3D Community Basemap hosted in ArcGIS Online | X | |
| 1.7 | Configure ArcGIS Urban and ArcGIS Online | Set up ArcGIS Urban to explore and communicate potential land use and zoning changes | ArcGIS Urban instance hosted in ArcGIS Online | X | |
| 2 | | | | | |
| 2 | Community Engagement | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 Draft/Final | 100% |
| Communication Strategy | | | | | |
| 2.1 | Support for Community Meetings (one per ward) | Support for community meetings | <i>per subtask below</i> | - | - |
| 2.1.1 | Ward 1 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.2 | Ward 2 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.3 | Ward 3 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.4 | Ward 4 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.5 | Ward 5 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.6 | Ward 6 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.1.7 | Ward 7 Community Meeting | | Summary memo of information and input gathered at meeting | | X |
| 2.2 | Develop collateral materials | Collateral as needed for key messaging (graphics, posters, postcards, maps, project Fact Sheet (FAQ), etc.) | <i>per subtask below</i> | | |
| 2.2.1 | Collateral - Project Announcement | | Collateral as needed in digital and hard copy formats as needed | X | |
| 2.2.2 | Collateral - Draft Housing and Public Safety Elements | | Collateral as needed in digital and hard copy formats as needed | X | |
| 2.2.3 | Collateral - Visioning | | Collateral and maps as needed in digital and hard-copy formats as needed | X | |
| 2.2.4 | Collateral - Draft Policies and Maps | | Collateral and maps as needed in digital and hard-copy formats as needed | X | |
| 2.2.5 | Collateral - Adoption | | Collateral and maps as needed in digital and hard-copy formats as needed | X | |

Exhibit A - Scope of Work

| | | | | | |
|--------------------------|---|--|--|---|--|
| 2.3 | Support for Engagement with City Boards and Commissions | Consultant team will support City with content and technical communication as needed; City will organize and lead meetings | <i>per subtask below</i> | | |
| 2.3.1 | Q1 Update Materials | | Digital collateral and maps as needed | X | |
| 2.3.2 | Q2 Update Materials | | Digital collateral and maps as needed | X | |
| 2.3.3 | Q3 Update Materials | | Digital collateral and maps as needed | X | |
| 2.3.4 | Q4 Update Materials | | Digital collateral and maps as needed | X | |
| 2.3.5 | Q5 Update Materials | | Digital collateral and maps as needed | X | |
| 2.4 | Support for Engagement with City Council | Consultant team will support City with content and technical communication as needed; City will organize and lead meetings | <i>per subtask below</i> | | |
| 2.4.1 | Q1 Update Materials | | Digital collateral and maps as needed | X | |
| 2.4.2 | Q2 Update Materials | | Digital collateral and maps as needed | X | |
| 2.4.3 | Q3 Update Materials | | Digital collateral and maps as needed | X | |
| 2.4.4 | Q4 Update Materials | | Digital collateral and maps as needed | X | |
| 2.4.5 | Q5 Update Materials | | Digital collateral and maps as needed | X | |
| 2.5 | Provide bi-weekly project status call | Bi-weekly project status calls | <i>per subtask below</i> | | |
| 2.5.1 | Q1 Bi-Weekly Project Status Updates | | Online calls and email summary/updates (x6) | X | |
| 2.5.2 | Q2 Bi-Weekly Project Status Updates | | Online calls and email summary/updates (x6) | X | |
| 2.5.3 | Q3 Bi-Weekly Project Status Updates | | Online calls and email summary/updates (x6) | X | |
| 2.5.4 | Q4 Bi-Weekly Project Status Updates | | Online calls and email summary/updates (x6) | X | |
| 2.5.5 | Q5 Bi-Weekly Project Status Updates | | Online calls and email summary/updates (x6) | X | |
| Online Engagement | | | | | |
| 2.6 | Conduct surveys and online engagement platforms | | <i>per subtask below</i> | | |
| 2.6.1 | Community Survey - Housing Issues and RHNA | Collaborate with City to define and deliver survey (likely via Survey123) | 1 online survey; survey results summary memo | X | |
| 2.6.2 | Community Survey - Environmental Justice | Collaborate with City to define and deliver survey (likely via Survey123) | 1 online survey; survey results summary memo | X | |
| 2.7 | Create and maintain a project website | Project website provided using ArcGIS Hub or WordPress; City will control branding and final content | <i>per subtask below</i> | | |
| 2.7.1 | Create Project Website and revise per staff comments | | Project website hosted by HLA | X | |
| 2.7.2 | Q1 Website Maintenance | | Website update(s) | X | |
| 2.7.3 | Q2 Website Maintenance | | Website update(s) | X | |
| 2.7.4 | Q3 Website Maintenance | | Website update(s) | X | |
| 2.7.5 | Q4 Website Maintenance | | Website update(s) | X | |
| 2.7.6 | Q5 Website Maintenance | | Website update(s) | X | |
| Social Media | | | | | |
| 2.8 | Establish social media presence | Consultant team will support City with content and technical communication as needed; City will control branding, final content, and posting | <i>per subtask below</i> | | |
| 2.8.1 | Q1 Social Media | | Draft content for City review | X | |
| 2.8.2 | Q2 Social Media | | Draft content for City review | X | |
| 2.8.3 | Q3 Social Media | | Draft content for City review | X | |
| 2.8.4 | Q4 Social Media | | Draft content for City review | X | |
| 2.8.5 | Q5 Social Media | | Draft content for City review | X | |
| 2.9 | Develop electronic newsletter | Consultant team will support City with content and technical communication as needed; City will control branding, final content, and posting | <i>per subtask below</i> | | |
| 2.9.1 | Q1 Newsletter | | Draft content for City review | X | |
| 2.9.2 | Q2 Newsletter | | Draft content for City review | X | |
| 2.9.3 | Q3 Newsletter | | Draft content for City review | X | |
| 2.9.4 | Q4 Newsletter | | Draft content for City review | X | |
| 2.9.5 | Q5 Newsletter | | Draft content for City review | X | |

Exhibit A - Scope of Work

| Engagement Support | | | | |
|--|--|---|--|-------------------------------|
| 2.10 | Ensure Native American outreach and consultation | Provide outreach and consultation with Native America community per state law | Summary memo of outreach and consultation activities | X |
| 2.10.1 | Support for Online Engagement | Provide ad hoc support for online engagement activities as needed | Digital content and/or participation in online engagement activities | X |
| 2.10.2 | Community Engagement Summary | Provide summary of results from community engagement activities -- Ward-level community meetings and online surveys | Community Engagement summary memo | X |
| 2.11 | Support Standing Committee or Stakeholder Group Quarterly Meetings | Technical and communications support for City-led meetings | <i>per subtask below</i> | - |
| 2.11.1 | Q1 Working Group Meeting and Materials | <i>per task name</i> | Communication materials as needed | X |
| 2.11.2 | Q2 Working Group Meeting and Materials | <i>per task name</i> | Communication materials as needed | X |
| 2.11.3 | Q3 Working Group Meeting and Materials | <i>per task name</i> | Communication materials as needed | X |
| 2.11.4 | Q4 Working Group Meeting and Materials | <i>per task name</i> | Communication materials as needed | X |
| 2.11.5 | Q5 Working Group Meeting and Materials | <i>per task name</i> | Communication materials as needed | X |
| 3 Data Collection and Analysis | | | | |
| | | Description | Deliverables | Deliverable Acceptance |
| | | | | 80/20 Draft/Final 100% |
| Plan-Related Evaluations and Analyses | | | | |
| 3.1 | Summarize existing Housing, Safety, EJ policy relationships | <i>per task name</i> | Summary memo | X |
| 3.2 | Summarize state legislation related to housing | <i>per task name</i> | Summary memo | X |
| Plan-Related Evaluations and Analyses | | | | |
| 3.3 | Document land utilization patterns, vacant land, and dev opps | <i>per task name</i> | Summary memo and maps as needed | X |
| 3.4 | Review existing roadway conditions | Assumes summarizing existing mapping from City's ATP. Verifies major segment coding in model. | Descriptive mapping of existing roadway conditions | X |
| 3.5 | Inventory and assess development projects in pipeline | <i>per task name</i> | Summary memo and map as needed | X |
| 2.6 | Assess and inventory air quality and GHG emissions | <i>per task name</i> | Draft and Final Technical Memoranda | X |
| 3.7 | Measure and evaluate environmental justice/health per SB1000 | <i>per task name</i> | Draft and Final Technical Memoranda | X |
| 3.8 | Inventory schools, libraries, hospitals, other community services | Location map(s); note: this task is covered by Task 1.4 | Deliverable per Task 1.4 | |
| 3.9 | Evaluate noise conditions for General Plan and EIR | <i>per task name</i> | Draft and Final Technical Memoranda | X |
| 3.10 | Inventory Police, Fire, and EMS staffing, facilities, and services | Location map(s); note: this task is covered by Task 1.4 | Deliverable per Task 1.4 | |
| 4 Housing Element, Public Safety Element, Env Justice | | | | |
| | | Description | Deliverables | Deliverable Acceptance |
| | | | | 80/20 Draft/Final 100% |
| Housing Context | | | | |
| 4.1 | Evaluate 2014-2021 Housing Element policies and programs | <i>per task name</i> | Housing Element report | X |
| 4.2 | Complete housing assessment and needs analysis per 65582(a) | <i>per task name</i> | Housing Assessment report | X |
| 4.3 | Identify and evaluate potential housing sites | <i>per task name</i> | Map and memo with supporting documentation | X |
| 4.4 | Evaluate housing resources and opportunities | <i>per task name</i> | Map and memo with supporting documentation | X |
| 4.5 | Assess regulatory and non-regulatory constraints to housing | <i>per task name</i> | Map and memo with supporting documentation | X |
| Policy Objectives and Options | | | | |
| 4.6 | Evaluate Public Safety element and develop objectives | <i>per task name</i> | Public Safety Element report | X |
| 4.7 | Develop Housing goals, quantified objectives, policies, programs | <i>per task name</i> | Housing goals memo and maps as needed | X |
| 4.8 | Identify potential zoning changes to accommodate future housing | <i>per task name</i> | Zoning change analysis memo and maps as needed | X |

Exhibit A - Scope of Work

| RHNA Process | | | | | |
|---|---|----------------------|---|-------------------------------|------|
| 4.9 | Liason with CA Dept of Housing and Community Development | <i>per task name</i> | <none> | X | |
| 4.10 | Develop administrative draft for City Council and HCD | <i>per task name</i> | Administrative Draft of HE, PSE, and EJ policies | X | |
| 4.11 | Develop public review draft incorporating CC and HCD comments | <i>per task name</i> | Public Review Draft of HE, PSE, and EJ policies | X | |
| 4.12 | Liason with HCD during adoption process | <i>per task name</i> | <none> | X | |
| 4.13 | Ensure CEQA compliance for Housing and Public Safety Elements | <i>per task name</i> | Summary memo | X | |
| 4.14 | Support adoption of Housing Element | <i>per task name</i> | Presentation materials and technical Q&A support | X | |
| | | | | | |
| | | | | | |
| 5 | New and Revised Policies, Programs, and Maps | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 | 100% |
| | | | | Draft/Final | |
| Plan Development | | | | | |
| 5.1 | Draft Housing Element and Public Safety Element summaries | <i>per task name</i> | Draft HE and PSE summaries | X | |
| 5.2 | Draft HE and PSE maps and graphics | <i>per task name</i> | Graphics as needed to support HE and PSE | X | |
| 5.3 | Draft HE and PSE goals and policies | <i>per task name</i> | Draft of HE and PSE goals and policies | X | |
| 5.4 | Draft Environmental Justice policies | <i>per task name</i> | Draft of EJ policies | X | |
| 5.5 | Minor changes to other General Plan elements for consistency | <i>per task name</i> | Memo summarizing required minor changes to other General Plan elements | X | |
| 5.6 | Draft specific actions for implementation | <i>per task name</i> | Draft list of specific actions | X | |
| Final Report and Implementation Plan | | | | | |
| 5.7 | Prepare Final Report | <i>per task name</i> | Final Draft and Final Report | X | |
| 5.8 | Prepare Implementation Plan | <i>per task name</i> | Final Draft and Final Implementation Plan | X | |
| | | | | | |
| | | | | | |
| 6 | Update Zoning Code | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 | 100% |
| | | | | Draft/Final | |
| Zoning Code Standards | | | | | |
| 6.1 | Update Zoning Code to reflect changes in plans and policies | <i>per task name</i> | Draft and Final Zoning Code updates | X | |
| 6.2 | Prepare objective design standards for multi-family development | <i>per task name</i> | Draft and Final standards | X | |
| 6.3 | Prepare updated design standards for other types of development | <i>per task name</i> | Draft and Final standards | X | |
| 6.4 | Prepare updated zoning maps | <i>per task name</i> | Draft and Final Zoning Maps | X | |
| Zoning Code Updates | | | | | |
| 6.5 | Produce administrative draft Zoning Regulations | <i>per task name</i> | Administrative Draft Zoning Regulations | X | |
| 6.6 | Produce public review draft Zoning Regulations | <i>per task name</i> | Public Review Draft Zoning Regulations | X | |
| 6.7 | Finalize draft Zoning Regulations | <i>per task name</i> | Final Zoning Regulations | X | |
| 6.8 | Attain CEQA clearance for revised code | <i>per task name</i> | Memo describing CEQA clearance | X | |
| | | | | | |
| | | | | | |
| 7 | Program Environmental Impact Report | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 | 100% |
| | | | | Draft/Final | |
| Initial Steps for EIR | | | | | |
| 7.1 | Prepare Notice of Preparation and appropriate scoping | <i>per task name</i> | Admin Draft NOP (electronic), Second Admin Draft NOP (electronic), Final NOP (electronic, PDF and required copies to the State Clearinghouse), appropriate CEQA notices, up to two information needs requests letters | X | |
| 7.2 | Coordinate with California and federal agencies as required | <i>per task name</i> | Up to 4 meetings | X | |
| 7.3 | Confirm CEQA thresholds of significance | <i>per task name</i> | Draft and final summary of Thresholds of Significance to be used for the PEIR analysis | X | |

Exhibit A - Scope of Work

| Program EIR | | | | | |
|---------------------------------|--|----------------------|--|-------------------------------|-------------|
| 7.4 | Prepare the EIR introduction and Project Description | <i>per task name</i> | Electronic copies of the draft and final project description in MS Word and PDF format | X | |
| 7.5 | Document impacts and mitigation measures for each CEQA topic | <i>per task name</i> | Included in the PEIR | X | |
| 7.6 | Document project alternatives | <i>per task name</i> | Draft and final memo describing the proposed alternatives | X | |
| 7.7 | Document CEQA-required findings | <i>per task name</i> | Included in 7.11 (electronic) | X | |
| 7.8 | Prepare summary of impacts, mitigation monitoring, and determination | <i>per task name</i> | Draft and final MMRP (up to 4 copies) | X | |
| Draft and Final EIRs | | | | | |
| 7.9 | Produce an Administrative Draft EIR | <i>per task name</i> | First Admin Draft PEIR (electronic), Second Admin Draft PEIR (electronic), Screencheck Draft PEIR (electronic and up to 2 printed, bound copies), Printcheck Draft PEIR (electronic and up to 2 printed, bound copies) | X | |
| 7.10 | Publish a Public Review EIR and notices | <i>per task name</i> | Up to 15 printed, bound copies of the Draft PEIR with appendices up to 30 digital copies on CDs or flash drive; required CEQA notices | X | |
| 7.11 | Prepare responses to comments and a final EIR | <i>per task name</i> | Draft and Final EIR responses to comments (electronic), required letters to EIR commenters per CEQA | X | |
| | | | | | |
| | | | | | |
| 8 | Plan Adoption | Description | Deliverables | Deliverable Acceptance | |
| | | | | 80/20 | 100% |
| | | | | Draft/Final | |
| Plan Adoption Engagement | | | | | |
| 8.1 | Prepare for and participate in Planning Commission public hearings | <i>per task name</i> | Materials for, and participation in, public hearings (2x) | X | |
| 8.2 | Prepare plan addenda as needed | <i>per task name</i> | Draft and final plan addenda | X | |
| 8.3 | Prepare for and participate in City Council public hearings | <i>per task name</i> | Materials for, and participation in, public hearings (2x) | X | |
| 8.4 | Produce final HE, PSE, and EJ policies and related materials | <i>per task name</i> | Final content for HE, PSE, and EJ policy documents | X | |
| | | | | | |
| | | | | | |

Exhibit A - Scope of Work

| 9 | Additional Citywide Vehicle Data Collection | Description | Deliverables | Deliverable Acceptance | |
|--------------------------------------|--|--|---|------------------------|------|
| | | | | 80/20 Draft/Final | 100% |
| Vehicle Data Collection | | | | | |
| 9.1a | Commission 24-hour roadway class segment counts | <i>per task name</i> | One day of segment counts from Counts Unlimited. | | |
| 9.1b | Commission 24-hour turning movement counts | <i>per task name</i> | One day of turning movement counts from Counts Unlimited. | | |
| 9.2 | Commission city-wide cell network 'big data' collection | <i>per task name</i> | City confirmed less than 250 zones of data and only needed O-D data. This is our cost for data from Streetlight for estimated number of zones and includes their essentials data pack. | | |
| 9.3 | Integrate 'big data' datasets collected via data portal | <i>per task name</i> | Can host data for two years and will turn over to the City at any time. Includes a reasonable amount of data purchased from Streetlight integrated into an on-line GIS tool plus count data included in the tool. Price reduction is due to clarification of data purchased and need to only show O-D information and count data. | | |
| 9.4 | Furnish data to city | <i>This is included with Task 9.3 above</i> | <none> | | |
| 9.5 | Cell network data collection for pedestrian and bicycle movement | <i>RFP identified this as an optional task; data not readily available, so it was not scoped</i> | <none> | | |
| Summary | | | | | |
| T1 | Project Startup | \$ | 27,698 | | |
| T2 | Community Engagement | \$ | 108,805 | | |
| T3 | Data Collection and Analysis | \$ | 80,890 | | |
| T4 | Housing Element, Public Safety Element, Env Justice | \$ | 165,620 | | |
| T5 | New and Revised Policies, Programs, and Maps | \$ | 90,240 | | |
| T6 | Update Zoning Code | \$ | 76,410 | | |
| T7 | Program Environmental Impact Report | \$ | 358,743 | | |
| T8 | Plan Adoption | \$ | 17,180 | | |
| | | \$ | 925,585 | | |
| Direct Expenses | | | | | |
| | Houseal Lavigne Associates | \$ | 14,497 | | |
| | ICF | \$ | 10,230 | | |
| | Arellano Associates | \$ | 21,000 | | |
| | | \$ | 45,727 | | |
| Total Base Program Budget | | | | | |
| | | \$ | 971,312 | | |
| T9 | Additional Citywide Vehicle Data Collection | \$ | 178,500 | | |
| Total Budget including Task 9 | | | | | |
| | | \$ | 1,149,812 | | |

EXHIBIT "B"
COMPENSATION

Exhibit B - Compensation

| The various amounts assigned to each Task can be revised within the contract amount, upon mutual consent of the Parties, as changes arise | | | | | |
|--|---|-----------|----------|----------|-----------|
| 1 | Project Startup | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Kick-Off | | | | | |
| 1.1 | Kick-Off meeting with City staff | | | 2,887.60 | 2,887.60 |
| Baseline Conditions | | | | | |
| 1.2 | Reconnaissance tours of each ward | | | 2,520.00 | 2,520.00 |
| 1.3 | Collect and review relevant documents | 1,728.00 | 432.00 | | 2,160.00 |
| 1.4 | Prepare base maps and planning area boundaries | 2,288.00 | 572.00 | | 2,860.00 |
| 1.5 | Identify key issues and potential themes | 6,112.00 | 1,528.00 | | 7,640.00 |
| Technical Enablement | | | | | |
| 1.6 | Set up Riverside 3D Community basemap | 1,400.00 | 350.00 | | 1,750.00 |
| 1.7 | Configure ArcGIS Urban and ArcGIS Online | 6,304.00 | 1,576.00 | | 7,880.00 |
| | | 17,832.00 | 4,458.00 | 5,407.60 | 27,697.60 |
| 2 | Community Engagement | Draft | Final | One-Time | Total |
| | | 80% | 20% | 100% | Subtask |
| Communication Strategy | | | | | |
| 2.1 | Support for Community Meetings (one per ward) | - | - | | - |
| 2.1.1 | Ward 1 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.2 | Ward 2 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.3 | Ward 3 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.4 | Ward 4 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.5 | Ward 5 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.6 | Ward 6 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.1.7 | Ward 7 Community Meeting | | | 1,624.04 | 1,624.04 |
| 2.2 | Develop collateral materials | - | - | | - |
| 2.2.1 | Collateral - Project Announcement | 4,615.39 | 1,153.85 | | 5,769.24 |
| 2.2.2 | Collateral - Draft Housing and Public Safety Elements | 2,957.31 | 739.33 | | 3,696.64 |
| 2.2.3 | Collateral - Visioning | 2,957.31 | 739.33 | | 3,696.64 |
| 2.2.4 | Collateral - Draft Policies and Maps | 2,957.31 | 739.33 | | 3,696.64 |
| 2.2.5 | Collateral - Adoption | 2,957.31 | 739.33 | | 3,696.64 |
| 2.3 | Support for Engagement with City Boards and Commissions | - | - | | - |
| 2.3.1 | Q1 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.3.2 | Q2 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.3.3 | Q3 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.3.4 | Q4 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.3.5 | Q5 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.4 | Support for Engagement with City Council | - | - | | - |
| 2.4.1 | Q1 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.4.2 | Q2 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.4.3 | Q3 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.4.4 | Q4 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.4.5 | Q5 Update Materials | 496.00 | 124.00 | | 620.00 |
| 2.5 | Provide bi-weekly project status call | | | | |
| 2.5.1 | Q1 Bi-Weekly Project Status Updates | | | 2,100.00 | 2,100.00 |
| 2.5.2 | Q2 Bi-Weekly Project Status Updates | | | 2,100.00 | 2,100.00 |
| 2.5.3 | Q3 Bi-Weekly Project Status Updates | | | 2,100.00 | 2,100.00 |
| 2.5.4 | Q4 Bi-Weekly Project Status Updates | | | 2,100.00 | 2,100.00 |
| 2.5.5 | Q5 Bi-Weekly Project Status Updates | | | 2,100.00 | 2,100.00 |

Exhibit B - Compensation

| | | | | | |
|--|--|--------------|--------------|-----------------|----------------|
| Online Engagement | | | | | |
| 2.6 | Conduct surveys and online engagement platforms | - | - | | - |
| 2.6.1 | Community Survey - Housing Issues and RHNA | 2,014.85 | 503.71 | | 2,518.56 |
| 2.6.2 | Community Survey - Environmental Justice | 2,014.85 | 503.71 | | 2,518.56 |
| 2.7 | Create and maintain a project website | - | - | | - |
| 2.7.1 | Create Project Website and revise per staff comments | 2,217.04 | 554.26 | | 2,771.30 |
| 2.7.2 | Q1 Website Maintenance | 544.00 | 136.00 | | 680.00 |
| 2.7.3 | Q2 Website Maintenance | 544.00 | 136.00 | | 680.00 |
| 2.7.4 | Q3 Website Maintenance | 544.00 | 136.00 | | 680.00 |
| 2.7.5 | Q4 Website Maintenance | 272.00 | 68.00 | | 340.00 |
| 2.7.6 | Q5 Website Maintenance | 272.00 | 68.00 | | 340.00 |
| Social Media | | | | | |
| 2.8 | Establish social media presence | - | - | | - |
| 2.8.1 | Q1 Social Media | 1,850.08 | 462.52 | | 2,312.60 |
| 2.8.2 | Q2 Social Media | 1,850.08 | 462.52 | | 2,312.60 |
| 2.8.3 | Q3 Social Media | 1,850.08 | 462.52 | | 2,312.60 |
| 2.8.4 | Q4 Social Media | 1,850.08 | 462.52 | | 2,312.60 |
| 2.8.5 | Q5 Social Media | 1,850.08 | 462.52 | | 2,312.60 |
| 2.9 | Develop electronic newsletter | - | - | | - |
| 2.9.1 | Q1 Newsletter | 1,990.08 | 497.52 | | 2,487.60 |
| 2.9.2 | Q2 Newsletter | 1,990.08 | 497.52 | | 2,487.60 |
| 2.9.3 | Q3 Newsletter | 1,990.08 | 497.52 | | 2,487.60 |
| 2.9.4 | Q4 Newsletter | 1,990.08 | 497.52 | | 2,487.60 |
| 2.9.5 | Q5 Newsletter | 1,990.08 | 497.52 | | 2,487.60 |
| Engagement Support | | | | | |
| 2.10 | Ensure Native American outreach and consultation | 3,812.16 | 953.04 | | 4,765.20 |
| 2.10.1 | Support for Online Engagement | 6,797.09 | 1,699.27 | | 8,496.36 |
| 2.10.2 | Community Engagement Summary | 2,713.70 | 678.42 | | 3,392.12 |
| 2.11 | Support Standing Committee or Stakeholder Group Quarterly Meetings | - | - | | - |
| 2.11.1 | Q1 Working Group Meeting and Materials | 1,439.62 | 359.90 | | 1,799.52 |
| 2.11.2 | Q2 Working Group Meeting and Materials | 1,439.62 | 359.90 | | 1,799.52 |
| 2.11.3 | Q3 Working Group Meeting and Materials | 1,439.62 | 359.90 | | 1,799.52 |
| 2.11.4 | Q4 Working Group Meeting and Materials | 1,439.62 | 359.90 | | 1,799.52 |
| 2.11.5 | Q5 Working Group Meeting and Materials | 1,439.62 | 359.90 | | 1,799.52 |
| | | 69,549.20 | 17,387.30 | 21,868.28 | 108,804.78 |
| 3 | Data Collection and Analysis | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Plan-Related Evaluations and Analyses | | | | | |
| 3.1 | Summarize existing Housing, Safety, EJ policy relationships | 3,848.00 | 962.00 | | 4,810.00 |
| 3.2 | Summarize state legislation related to housing | 1,264.00 | 316.00 | | 1,580.00 |
| Plan-Related Evaluations and Analyses | | | | | |
| 3.3 | Document land utilization patterns, vacant land, and dev opps | 3,736.00 | 934.00 | | 4,670.00 |
| 3.4 | Review existing roadway conditions | 8,272.00 | 2,068.00 | | 10,340.00 |
| 3.5 | Inventory and assess development projects in pipeline | 2,480.00 | 620.00 | | 3,100.00 |
| 2.6 | Assess and inventory air quality and GHG emissions | 9,376.00 | 2,344.00 | | 11,720.00 |
| 3.7 | Measure and evaluate environmental justice/health per SB1000 | 10,968.00 | 2,742.00 | | 13,710.00 |
| 3.8 | Inventory schools, libraries, hospitals, other community services | | | - | - |
| 3.9 | Evaluate noise conditions for General Plan and EIR | 24,768.00 | 6,192.00 | | 30,960.00 |
| 3.10 | Inventory Police, Fire, and EMS staffing, facilities, and services | | | - | - |
| | | 64,712.00 | 16,178.00 | - | 80,890.00 |

Exhibit B - Compensation

| 4 | Housing Element, Public Safety Element, Env Justice | Draft | Final | Meetings | Total |
|---|--|------------|-----------|----------|------------|
| | | 80% | 20% | 100% | Subtask |
| Housing Context | | | | | |
| 4.1 | Evaluate 2014-2021 Housing Element policies and programs | 9,592.00 | 2,398.00 | | 11,990.00 |
| 4.2 | Complete housing assessment and needs analysis per 65582(a) | 11,784.00 | 2,946.00 | | 14,730.00 |
| 4.3 | Identify and evaluate potential housing sites | 11,976.00 | 2,994.00 | | 14,970.00 |
| 4.4 | Evaluate housing resources and opportunities | 11,784.00 | 2,946.00 | | 14,730.00 |
| 4.5 | Assess regulatory and non-regulatory constraints to housing | 11,784.00 | 2,946.00 | | 14,730.00 |
| Policy Objectives and Options | | | | | |
| 4.6 | Evaluate Public Safety element and develop objectives | 7,640.00 | 1,910.00 | | 9,550.00 |
| 4.7 | Develop Housing goals, quantified objectives, policies, programs | 11,912.00 | 2,978.00 | | 14,890.00 |
| 4.8 | Identify potential zoning changes to accommodate future housing | 12,288.00 | 3,072.00 | | 15,360.00 |
| RHNA Process | | | | | |
| 4.9 | Liason with CA Dept of Housing and Community Development | 5,880.00 | 1,470.00 | | 7,350.00 |
| 4.10 | Develop administrative draft for City Council and HCD | 15,536.00 | 3,884.00 | | 19,420.00 |
| 4.11 | Develop public review draft incorporating CC and HCD comments | 11,856.00 | 2,964.00 | | 14,820.00 |
| 4.12 | Liason with HCD during adoption process | 1,400.00 | 350.00 | | 1,750.00 |
| 4.13 | Ensure CEQA compliance for Housing and Public Safety Elements | 4,976.00 | 1,244.00 | | 6,220.00 |
| 4.14 | Support adoption of Housing Element | 4,088.00 | 1,022.00 | | 5,110.00 |
| | | 132,496.00 | 33,124.00 | | 165,620.00 |
| 5 New and Revised Policies, Programs, and Maps | | | | | |
| | | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Plan Development | | | | | |
| 5.1 | Draft Housing Element and Public Safety Element summaries | 4,292.00 | 1,073.00 | | 5,365.00 |
| 5.2 | Draft HE and PSE maps and graphics | 4,888.00 | 1,222.00 | | 6,110.00 |
| 5.3 | Draft HE and PSE goals and policies | 30,488.00 | 7,622.00 | | 38,110.00 |
| 5.4 | Draft Environmental Justice policies | 15,528.00 | 3,882.00 | | 19,410.00 |
| 5.5 | Minor changes to other General Plan elements for consistency | 2,104.00 | 526.00 | | 2,630.00 |
| 5.6 | Draft specific actions for implementation | 2,996.00 | 749.00 | | 3,745.00 |
| Final Report and Implementation Plan | | | | | |
| 5.7 | Prepare Final Report | 8,900.00 | 2,225.00 | | 11,125.00 |
| 5.8 | Prepare Implementation Plan | 2,996.00 | 749.00 | | 3,745.00 |
| | | 72,192.00 | 18,048.00 | - | 90,240.00 |
| 6 Update Zoning Code | | | | | |
| | | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Zoning Code Standards | | | | | |
| 6.1 | Update Zoning Code to reflect changes in plans and policies | 20,808.00 | 5,202.00 | | 26,010.00 |
| 6.2 | Prepare objective design standards for multi-family development | 12,224.00 | 3,056.00 | | 15,280.00 |
| 6.3 | Prepare updated design standards for other types of development | 9,056.00 | 2,264.00 | | 11,320.00 |
| 6.4 | Prepare updated zoning maps | 2,768.00 | 692.00 | | 3,460.00 |

Exhibit B - Compensation

| | | | | | |
|---------------------------------|--|--------------|--------------|-----------------|----------------|
| Zoning Code Updates | | | | | |
| 6.5 | Produce administrative draft Zoning Regulations | 8,608.00 | 2,152.00 | | 10,760.00 |
| 6.6 | Produce public review draft Zoning Regulations | 2,976.00 | 744.00 | | 3,720.00 |
| 6.7 | Finalize draft Zoning Regulations | 2,624.00 | 656.00 | | 3,280.00 |
| 6.8 | Attain CEQA clearance for revised code | 2,064.00 | 516.00 | | 2,580.00 |
| | | 61,128.00 | 15,282.00 | - | 76,410.00 |
| | | | | | |
| 7 | Program Environmental Impact Report | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Initial Steps for EIR | | | | | |
| 7.1 | Prepare Notice of Preparation and appropriate scoping | 18,053.29 | 4,513.32 | | 22,566.61 |
| 7.2 | Coordinate with California and federal agencies as required | 7,168.23 | 1,792.06 | | 8,960.29 |
| 7.3 | Confirm CEQA thresholds of significance | 3,296.67 | 824.17 | | 4,120.84 |
| Program EIR | | | | | |
| 7.4 | Prepare the EIR introduction and Project Description | 8,548.90 | 2,137.23 | | 10,686.13 |
| 7.5 | Document impacts and mitigation measures for each CEQA topic | 23,428.15 | 5,857.04 | | 29,285.19 |
| 7.6 | Document project alternatives | 144,554.16 | 36,138.54 | | 180,692.70 |
| 7.7 | Document CEQA-required findings | 5,013.93 | 1,253.48 | | 6,267.42 |
| 7.8 | Prepare summary of impacts, mitigation monitoring, and determination | 9,072.31 | 2,268.08 | | 11,340.39 |
| Draft and Final EIRs | | | | | |
| 7.9 | Produce an Administrative Draft EIR | 23,998.84 | 5,999.71 | | 29,998.54 |
| 7.10 | Publish a Public Review EIR and notices | 16,600.77 | 4,150.19 | | 20,750.96 |
| 7.11 | Prepare responses to comments and a final EIR | 27,259.14 | 6,814.79 | | 34,073.93 |
| | | 286,994.40 | 71,748.60 | - | 358,743.00 |
| | | | | | |
| 8 | Plan Adoption | Draft | Final | Meetings | Total |
| | | 80% | 20% | 100% | Subtask |
| Plan Adoption Engagement | | | | | |
| 8.1 | Prepare for and participate in Planning Commission public hearings | 2,848.00 | 712.00 | | 3,560.00 |
| 8.2 | Prepare plan addenda as needed | 4,304.00 | 1,076.00 | | 5,380.00 |
| 8.3 | Prepare for and participate in City Council public hearings | 1,680.00 | 420.00 | | 2,100.00 |
| 8.4 | Produce final HE, PSE, and EJ policies and related materials | 4,912.00 | 1,228.00 | | 6,140.00 |
| | | 13,744.00 | 3,436.00 | - | 17,180.00 |
| | | | | | |
| 9 | Additional Citywide Vehicle Data Collection (not included in base price) | Draft | Final | Data | Total |
| | | 80% | 20% | 100% | Subtask |
| Vehicle Data Collection | | | | | |
| 9.1a | Commission 24-hour roadway class segment counts | | | 30,000.00 | 30,000.00 |
| 9.1b | Commission 24-hour turning movement counts | | | 85,000.00 | 85,000.00 |
| 9.2 | Commission city-wide cell network 'big data' collection | | | 38,500.00 | 38,500.00 |
| 9.3 | Integrate 'big data' datasets collected via data portal | | | 25,000.00 | 25,000.00 |
| 9.4 | Furnish data to city | | | - | |
| 9.5 | Cell network data collection for pedestrian and bicycle movement | | | - | - |
| | | - | - | 178,500.00 | 178,500.00 |
| | | | | | |

Exhibit B - Compensation

| Summary | | | | | |
|-------------------------------|---|--------------|--|--|--|
| T1 | Project Startup | \$ 27,698 | | | |
| T2 | Community Engagement | \$ 108,805 | | | |
| T3 | Data Collection and Analysis | \$ 80,890 | | | |
| T4 | Housing Element, Public Safety Element, Env Justice | \$ 165,620 | | | |
| T5 | New and Revised Policies, Programs, and Maps | \$ 90,240 | | | |
| T6 | Update Zoning Code | \$ 76,410 | | | |
| T7 | Program Environmental Impact Report | \$ 358,743 | | | |
| T8 | Plan Adoption | \$ 17,180 | | | |
| | | \$ 925,585 | | | |
| Direct Expenses | | | | | |
| | Houseal Lavigne Associates | \$ 14,497 | | | |
| | ICF | \$ 10,230 | | | |
| | Arellano Associates | \$ 21,000 | | | |
| | | \$ 45,727 | | | |
| Total Base Program Budget | | \$ 971,312 | | | |
| | | | | | |
| T9 | Additional Citywide Vehicle Data Collection | \$ 178,500 | | | |
| Total Budget including Task 9 | | \$ 1,149,812 | | | |

EXHIBIT "C"

KEY PERSONNEL

KEY PERSONNEL

The table below displays the list of key personnels that will make up our Project Team for the City of Riverside's General Plan Update. **Exhibit D - Schedule & Gantt Chart** will show a breakdown of estimated personal hours for each staff assigned to each task or deliverable. The names with a double asterisk (**) represent the point of contact for each consultant firm within our Project Team (contact information are located at the left of the table).

HOUSEAL LAVIGNE

680 E Colorado Boulevard, Suite 180
Pasadena, CA 91101

Website: hlplanning.com

Firm Type: Limited-Liability Company

Tel: (206) 240-5174

Email: rmatthews@hlplanning.com

VERONICA TAM & ASSOCIATES

107 S. Fair Oaks Avenue, Suite 212,
Pasadena, CA 91105

Website: vtaplanning.com

Firm Type: Incorporated Company

Tel: (626) 304-0440

Email: veronica.tam@vtaplanning.com

ICF

1250 Corona Pointe Court, Suite 406,
Corona, CA 92879

Website: icf.com

Firm Type: S Corporation

Tel: (951) 493-0663

Email: jessie.barkley@icf.com

ARELLANO ASSOCIATES

5851 Pine Avenue,
Chino Hills, CA 91709

Website: arellanoassociates.com

Firm Type: Limited-Liability Company

Tel: (909) 627-2974

Email: cbritt@arellanoassociates.com

FEHR & PEERS

3750 University Avenue, Suite 225,
Riverside, CA 92501

Website: fehrandpeers.com

Firm Type: Incorporated Company

Tel: (951) 274-4800

Email: j.pack@fehrandpeers.com

BEST BEST & KRIEGER

3390 University Avenue, 5th Floor,
Riverside, CA 92501

Website: bbklaw.com

Firm Type: Limited-Liability
Partnership

Tel: (951) 826-8223

Email: charity.schiller@bbklaw.com

| | Key Personnel Name | Role & Responsibility | Location | Estimated % of Hours |
|------|--|--|-------------------|----------------------|
| HL | John Houseal, FAICP <i>Principal/Co-Founder</i> | Urban Planning, Change Management, Project Management, Community Engagement, Land Use Policy | Chicago, IL | |
| | Devin Lavigne, AICP <i>Principal/Co-Founder</i> | Urban Planning, Innovation & Technology, Urban Design, Project Management | Chicago, IL | |
| | Dan Gardner, MPA <i>Principal</i> | Economics, Market & Demographics | Chicago, IL | |
| | Nik Davis, AICP <i>Principal</i> | Urban Design, Design Guidelines, Land Use Policy | Chicago, IL | |
| | Rob Matthews, AICP** <i>Principal</i> | Urban Planning, Technology & Innovation, Project/Task Management, Sustainability | Pasadena, CA | |
| | Brandon Nolin, AICP <i>Principal Associate</i> | Urban Planning | Chicago, IL | |
| VT&A | Veronica Tam, AICP** <i>Principal - Housing</i> | Housing | Thousand Oaks, CA | 7% |
| ICF | Debra Leight <i>Project Manager - Environmental</i> | Environmental Planning | Corona, CA | 13% |
| | Jessie Barkley, MURP** <i>Senior Environmental Planner</i> | | Los Angeles, CA | 5% |
| | Andrew Belcourt <i>Environmental Services Project Coordinator</i> | PEIR Land Use Planning | Corona, CA | 17% |
| | Allison Rondone <i>CEQA Planner</i> | Senior CEQA Advisory | Los Angeles, CA | 4% |
| | Monica Corpuz, RPA <i>Senior Environmental Planner</i> | Senior CEQA/NEPA Advisory | San Francisco, CA | 5% |
| F&P | Jason Pack, PE** <i>Principal - Transportation</i> | Transportation Planning | Riverside, CA | 3% |
| | Jinghua Xu, PhD, PE <i>Senior Associate - Transportation</i> | | | 2% |
| AA | Chester Britt** <i>Principal - Outreach</i> | Community Engagement | Chino Hills, CA | 2% |
| | Celeste Mliam <i>Project Coordinator - Outreach</i> | | | 12% |
| BB&K | Charity Schiller, JD** <i>Partner - Land Use Law</i> | Land Use Policy & State Law Compliance | Riverside, CA | 4% |