

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

KIMLEY-HORN AND ASSOCIATES, INC.

Vehicle Miles Traveled (VMT) Mitigation Through Fees, Banks & Exchanges Program
(RFP No. Traffic 2198)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of February, 2023 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation 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 Vehicle Miles Traveled (VMT) Mitigation Through Fees, Banks & Exchanges Program (RFP No. Traffic 2198) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect through January 23, 2026, 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 Three Hundred Thirty-Four Thousand Nine Hundred Thirty-Six Dollars and One Cent (\$334,936.01), 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

Public Works Department
City of Riverside
Attn: Vital Patel
3900 Main Street
Riverside, CA 92522

To Consultant

Kimley-Horn and Associates, Inc.
Attn: Michael Schmitt
555 Capitol Mall
Suite 300
Sacramento, CA 95814

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

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

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

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

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

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

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

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

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

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

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

11.4 Defense Obligation For Other Than Design Professional Liability.

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

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

12. Insurance.

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

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

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

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

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

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

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

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

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

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

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

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

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

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

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

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

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

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

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

33. **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

By: [Signature]
City Manager

Attest: [Signature]
City Clerk

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

Approved as to Form:

By: [Signature]
Senior Deputy City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation authorized to do
business in California

By: [Signature]
Print Name: Matthew D. Weir, P.E.
Title: Vice President

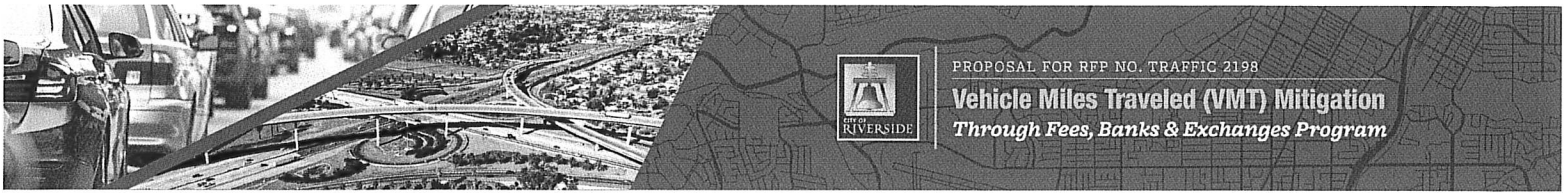
PE No. C70216

By: [Signature]
Print Name: Michael Schmitt
Title: Assistant Secretary



EXHIBIT "A"

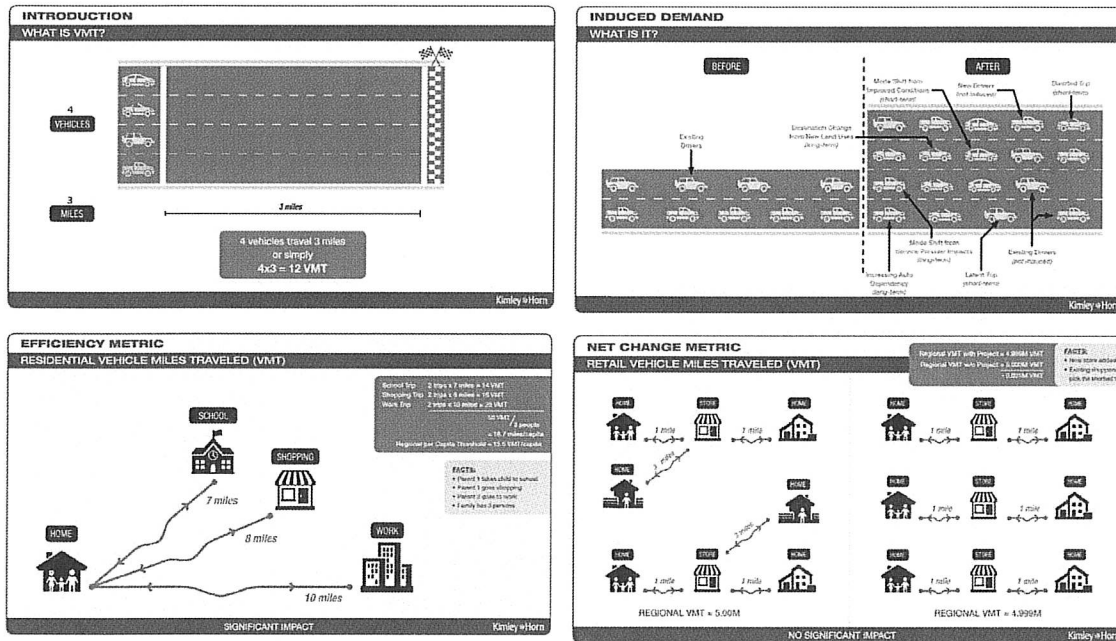
SCOPE OF SERVICES



PROPOSAL FOR RFP NO. TRAFFIC 2198

Vehicle Miles Traveled (VMT) Mitigation Through Fees, Banks & Exchanges Program

In addition, project manager **Mike Schmitt, AICP CTP, PTP, RSP**, has significant experience working with Community Based Organizations (CBOs) and recently led a major bilingual outreach campaign, which included discussion on VMT Banking, as part of his efforts for the ongoing 2022 StanCOG RTP/SCS update, making him uniquely qualified to support outreach for the City. We have provided a few example PowerPoint slides (pulled from our library of more than 100 graphics/PowerPoint slides on SB 743, VMT Mitigation, Banking, and other relevant topics) to show how we can help the City simplify the complexity of SB 743 and VMT Banking.



Scope of Services

We believe the scope included in the RFP is a good fit for the needs of the project and is similar to the one we are carrying out for Fresno COG and the County of Santa Cruz for their Regional VMT Mitigation Programs. We have added some additional clarifications and additions for the purpose of demonstrating our understanding and providing additional betterment to the existing Scope of Services. Our additions are highlighted in **blue**.

Task 1: Project Initiation and Management

Task 1.1 Request for Proposal Released

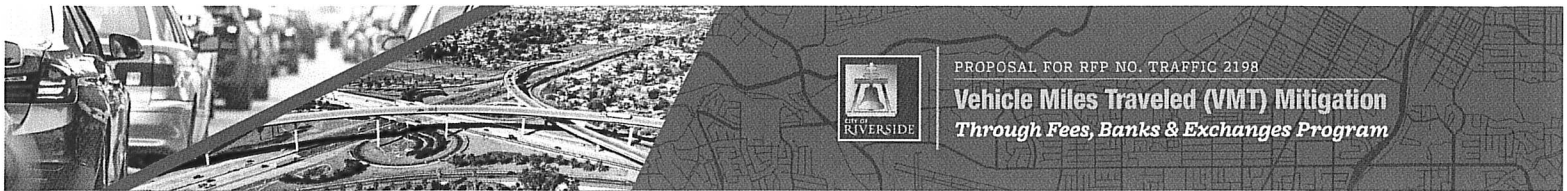
The City of Riverside staff shall release and distribute the Request for Proposals (RFP) and Scope of Work.

Task 1.2 Project Team Meeting #1

The consultant shall begin the project by holding a kick-off meeting with the City of Riverside staff. The meeting will be attended by, at a minimum, the project manager. During the kick-off meeting, the consultant shall review the scope of work and proposed approach and provide clarification and offer recommendations as needed. The consultant shall prepare a meeting agenda that will be sent to the project team at least one full business day before each meeting. The consultant shall send the project team notes (handwritten or electronic format), action items, and a refined weekly project schedule no later than three business days following the meeting. The project team meetings will be anticipated to run for 1 to 3 hours maximum.

Task 1.3 Master Timeline Project Schedule

The consultant shall provide a Master Project Timeline Schedule including tasks, meetings, and milestones so that the project team is aware of the timeline and has a plan moving forward.



Task 1.4 Project Status Coordination Meetings

The consultant shall schedule in-person or virtual meetings every two weeks with the project team to communicate work conducted, expectations for upcoming tasks, and to ensure the project remains on time and within budget. The consultant shall prepare meeting agendas that is sent to the project team at least one full business day before each meeting. The consultant shall also send notes (handwritten or electronic format) with action items from the meetings no later than two business days following each meeting to the project team. The meetings are expected to be conducted via in-person or virtual that will typically last 1-2 hours.

Task 1.5 Project Administration Quarterly Project Reporting and Project Invoices

The consultant shall establish procedures for project consultant invoicing and City of Riverside quarterly project status reporting.

Task 1.6 Developing Outreach Plan

The project team and the consultant shall formulate an outreach plan to engage and seek feedback from potential stakeholders and interested community members. The outreach plan will identify several ways to reach all the demographics of the City of Riverside community and will involve a range of outreach strategies, such as Zoom and in-person meetings.



Kimley-Horn will identify disadvantaged communities in the City of Riverside as defined by SB 535 and CalEnviroscreen 4.0 as well as local City designations. The team will then determine where facility users are most likely to come from and what proportion of those users are from disadvantaged communities. The team will then compare the proportion of disadvantaged users to the countywide proportions to evaluate the equity of proposed investments. The team will develop maps showing the disadvantaged communities and proposed project locations along with a table of proportional project benefits.

The Outreach Plan will be organized, in particular, at a minimum of four different stakeholder groups:

- Local Community Based Organizations (CBO's) with an interest in VMT, including both environmental and sustainability-oriented groups such as UCR, RCTC, RTA, WRCOG, City of Jurupa, City of Eastvale, County of Riverside, March JPA, City of Moreno Valley, Riverside Chamber of Commerce.
- Potential beneficiaries of a VMT bank or exchange, including developers and large employers such as universities, medical institutions, and corporations.
- Caltrans, WRCOG, and other state or regional agencies

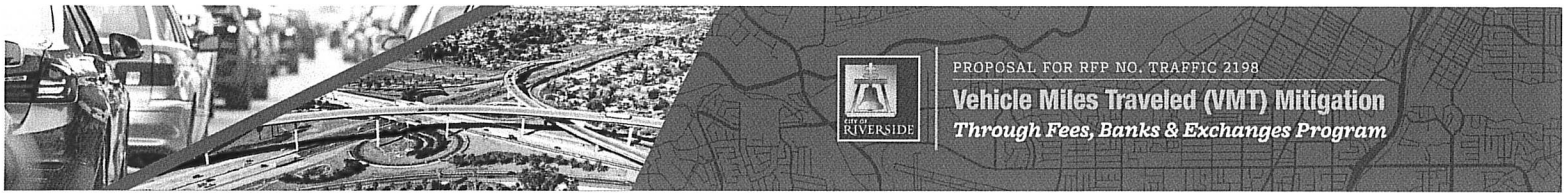
Task 1.7 Quality Control

The consulting firm should have a corporate Quality Control/Quality Assurance (QC/QA) Plan. The plan should be available for review upon request. The project team should be committed to active QC/QA procedures and should identify that senior-level principal staff members as the QC/QA officers on all its projects.

Task 1.8 Establishing Stakeholder Committee/SC Meeting #1 (OPTIONAL)

The project team and the consultant shall form a Stakeholder Committee (SC) to provide guidance on policy decisions for the development of the VMT Mitigation Exchange/Bank program. The Technical Advisory Committee is proposed to be comprised of representatives from:

- Riverside City Hall
- Stakeholders
- Riverside Chamber of Commerce
- City of Riverside Community



TASKS	DELIVERABLES
1.1	Project Team Meeting #1 Summary: Meeting minutes, agenda, project invoices, notes, action items, and refined project schedule and sign-in sheet listing all attendees. Also include a list of project team members and agency affiliations
1.2	RFP for Project Consultant and Consultant Agreement
1.3	Master Timeline Project Schedule
1.4	Quarterly Progress Reports and Project Invoices
1.5	Biweekly Meeting Minutes/Meeting Summaries
1.6	Outreach Plan
1.7	Quality Control/Quality Assurance Plan
1.8	SC Meeting #1 Summary

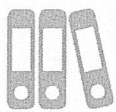
Task 2: Identification, Evaluation, and Recommendations of Existing VMT Exchange, Mitigation/Bank Programs

Task 2.1 Project Team Meeting #2

The project team and the consultant shall meet to review and evaluate Task 1 before moving onto the next steps of the project.

Task 2.2 Research and Identification of Existing VMT Mitigation Programs

The consultant shall identify existing VMT Mitigation Exchange/Bank Programs within the state of California and provide any applicable findings, recommendations, or suggestions from the program that can be incorporated into the City of Riverside's project. At a minimum, the following VMT Mitigation Exchange/Bank programs shall be included in the research findings: Southern California Association of Governments (SCAG), Los Angeles Department of Transportation (LADOT), City of Fresno, Contra Costa Transportation Authority, San Bernardino County Transportation Authority (SBCTA), San Gabriel Valley Council of Governments (SGVCOG) and any other programs.



Kimley-Horn will build on existing work it has completed for other jurisdictions, including Fresno COG, the County of Santa Cruz, and the City of Pasadena, to prepare a literature review. This will include best practices of selected agencies (i.e., cities, counties, RTPAs/MPOs), white papers, implementation studies, case studies, new analysis methodologies from industry experts, and relevant organizations (e.g., ITE, ITS, APA, CAPCOA, OPR, CARB, etc.) involving VMT mitigation methods supporting the goals of SB 743. To date, we have already completed literature reviews of more than 25 different relevant documents.

Task 2.3 Evaluation of Existing VMT Exchange, Mitigation, and Bank Programs

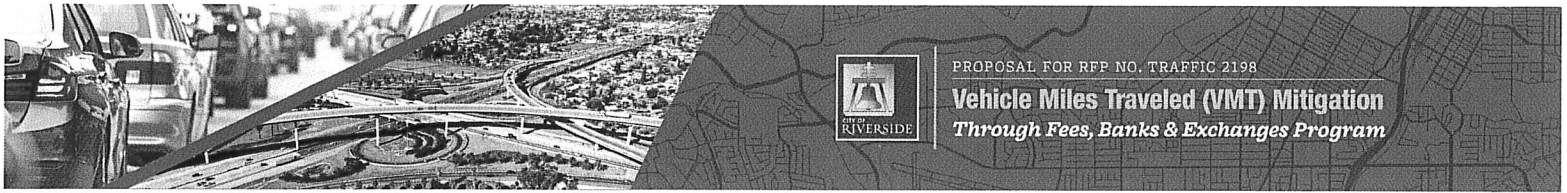
The consultant shall provide a status update of existing VMT mitigation programs, coordinate with local jurisdictions implementing the programs and provide lessons learned.



Kimley-Horn will build on the prior outreach it has already completed on existing programs, including the development of programs that it has completed (described previously) as part of efforts with Fresno COG and the County of Santa Cruz.

Task 2.4 Develop Report with Recommendations of Best Practices

The consultant shall develop a VMT exchange/bank program report with comparisons and recommendations of best practices from the findings of the existing VMT programs.



Task 2.5 Establishing Stakeholder Committee/SC Meeting #2 (OPTIONAL)

The project team and the consultant shall meet with the SC to review, revise, and approve the recommendations from the evaluation of existing VMT mitigation programs.

TASKS	DELIVERABLES
2.1	Project Team Meeting #2 Summary
2.2	Existing VMT Mitigation Bank, Exchanges, & Fees Identification Memorandum
2.3	Memorandum of existing programs update, lessons learned, challenges with establishing program, feedback from local jurisdictions
2.4	Comparative Analysis Study Report comparing existing programs and providing recommendations for the proposed VMT Project at the City of Riverside
2.5	SC Meeting #2 Summary

Task 3: Establish VMT Fees, Exchanges & Bank Programs Evaluation Criteria

Task 3.1 Project Team Meeting #3

The project team and the consultant shall meet to review and evaluate Task 2 before moving onto the next steps of the project. The meeting will discuss the completed outreach plan and the formation of the Technical Advisory Council in further detail.

Task 3.2 Developing Evaluation Criteria

The project team and the consultant shall develop a series of criteria to evaluate potential VMT mitigation options. At a minimum, the criteria will include:

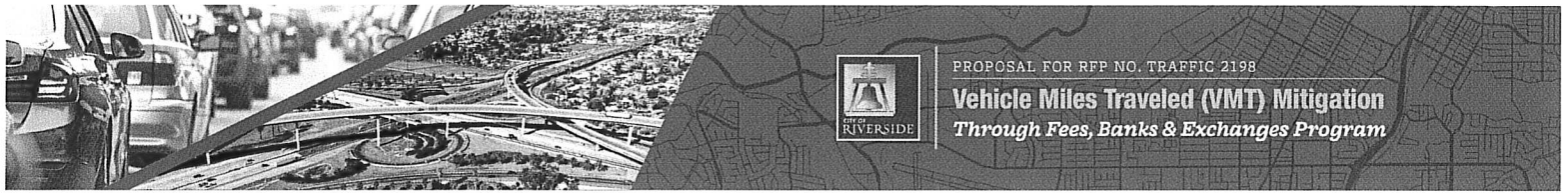
Legal Requirements:

- **Mitigation Fee Act Requirements:** *The consultant shall ensure that the proposed VMT exchange or bank program effects a “public facility” (as defined by §66000(d)) and demonstrates a reasonable relationship between the program and the need for a “public facility” to include “public improvements”. The consultant shall ensure the proposed VMT exchange or bank program identifies the purpose of any imposed fee and the usage to which the fee would be put. The consultant shall demonstrate the existence of reasonable relationship between the fee’s use and the type of development proposed.*
- **Evaluate Mitigation for CEQA Requirements:** *The consultant shall ensure full cost is guaranteed and that there is no “additionality” (If funds had not been committed to the VMT exchange, reductions would not have occurred.). The consultant shall demonstrate an essential connection between the mitigation fee and legitimate government interest and demonstrate rough proportionality between the mitigation fee and adverse impact of project.*



Kimley-Horn will evaluate whether the program selection also needs to address the considerations of AB 602 (signed into law in 2021), which has further defined the requirements of impact fee programs in California.

- **Likely Effectiveness** – Ensure the measures will actually result in a reduction in VMT associated with the additional VMT generated by participating projects.
- **Cost Effectiveness and Affordability** – Mitigation cost compared to the additional VMT generated by participating projects. To create sufficient funds for needed mitigation projects, costs must be reasonable to attract developers and institutions to participate.
- **Additionality** – The principle that reductions would not otherwise have happened if the funds were not committed.
- **Geographic Scope and Fit** – In establishing the mitigation bank or exchange alternative, the consultant must establish a program area large enough to reduce VMT outcomes while meeting the needs of jurisdictions and stakeholders
- **Equity** – The consultant shall provide an analysis of the benefits provided by the proposed program to disadvantaged communities within the project area.



Task 3.3 Identifying Program Cost and Funding Period Commitment

The consultant shall analyze the program cost and funding period commitment for the proposed VMT project.

Task 3.4 SC Meeting #3 (OPTIONAL)

The project team and the consultant shall meet with the Stakeholder Committee to review, revise, and approve the VMT project evaluation criteria.

TASKS	DELIVERABLES
3.1	Project Team Meeting #2 Summary
3.2	Evaluation criteria memorandum
3.3	Program cost and funding period commitment analysis
3.4	Summary of cost estimate of proposed VMT exchange or bank program and estimated time period for commitment
3.5	SC Meeting #3 Summary

Task 4: Define and Recommend VMT Fees, Exchanges, or Program Alternatives

Task 4.1 Project Team Meeting #4

The project team and the consultant shall meet to review and evaluate Tasks 3 before moving onto the next steps of the project. The meeting will discuss more on the completed evaluation criteria, and both relevant summaries from Task 3.

Task 4.2 Summarizing Eligible Fees, VMT Exchanges & Bank Program Alternative Options

The consultant shall work with the SC to define eligible Fees, VMT Exchange/Bank Program alternative proposals that best satisfies the requirements of the VMT Exchange/Bank Program criteria. The consultant shall establish the potential VMT exchange/bank proposals that may include, but not limited to, the following alternatives:

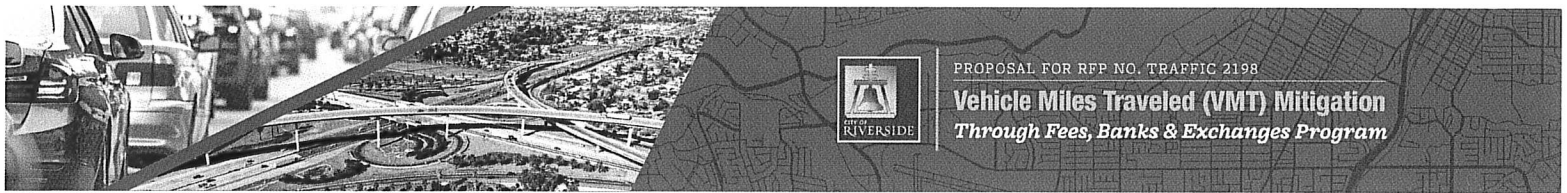
- Evaluate and establish the feasibility of various alternative VMT mitigation options, including VMT eligible fees, exchanges and banking programs at the City of Riverside
- **Riverside P.A.C.T.** – Establish a CEQA Nexus Study to reduce VMT impacts through a VMT mitigation exchange or banking program alternative program. The Nexus Study shall include the evaluation of the VMT Fee-based programs shall be utilized to potentially fund multi-modal infrastructure improvements as documented in the PACT or other Area-wide Capital Improvement Projects (CIP) List
- Establish a Nexus Study that determines a VMT Impact Fee per residential dwelling unit or other quantifiable unit of measurement. Provide recommended revisions to incorporate the VMT Impact Fees to the City of Riverside Schedule of Fees and Charges:
- **Area-wide Transportation Demand Management (TDM) Marketing Campaigns** – The consultant shall include marketing campaigns to promote use of non-single occupancy vehicle (SOV) travel options and direct incentive programs, such as the provision of free or discounted transit passes or other travel incentives for major employers or at the district or neighborhood level.

Task 4.3 Feasibility Study for Potential New Bus Route (See Exhibit D)

In coordination with UCR and RTA, complete a feasibility analysis to establish a new bus route as a VMT mitigation bank option. The study shall include detailed capital and annual maintenance costs to create and maintain the new bus route. The analysis shall include, but is not limited to, bus stop locations, bus stop infrastructure, bus pad, size of bus fleet, bus services times (headways), etc. The result of the evaluation will determine the amount of VMT reduction, in a per unit quantity, when contributing funds to the new bus route program option.

Task 4.4 Feasibility Study for Riverside Clean Air Car Share Program Subsidy

In coordination with StratosShare as part of the Riverside Clean Air Car Share Program, complete a feasibility analysis to establish a VMT reduction program by providing subsidized car share vouchers or credits that has a quantifiable equivalent to reducing VMT impacts. The analysis shall include detailed funding program costs per unit measure and thresholds for maximum VMT reduction for the duration of the program.



Task 4.5 Develop VMT Impact Reduction Screening Tool

Once a project has been determined to have a VMT Impact above the allowable threshold, the consultant shall develop a VMT Impact reduction screening tool that applies all available and selectable menu of VMT Impact reducing programs and provide a finalized and reduced VMT Impact result. The VMT Impact reduction screening tool shall be available online to use for all practitioners, developers engaged in City of Riverside development projects.

VMT Tool and Evaluating Program Feasibility

» **TREDLite** *Kimley-Horn will provide a working version of TREDLite (which already includes the 2021 CAPCOA TDM updates) or update the existing spreadsheet-based VMT calculator to include the CAPCOA updates if that is the preference of the City and its partner jurisdictions. The TREDLite VMT calculator already has a fully functioning VMT banking analysis tool that Kimley-Horn will use to test various hypothetical or existing projects with VMT mitigation needs to understand the real-world implications of VMT “credit” pricing. These analyses will help evaluate the overall program feasibility and the impact that various candidate banking projects’ return on investment (ROI) may have on VMT mitigation costs. This tool will also be invaluable to discussions regarding the limitations of feasible mitigation depending on the outcome of the analysis.*

Task 4.6 SC Meeting #4 (OPTIONAL)

The project team and the consultant shall meet with the TAC to review, revise, and approve the alternative VMT project options.

Task 4.7 Selection of Preferred VMT Exchange or Bank Program Alternatives

With the SC’s guidance, the consultant shall review and recommend the VMT Exchange or Bank Alternative Proposal that best meets all Program Criteria.

TASKS	DELIVERABLES
4.1	Project Team Meeting #4 Summary
4.2	Summary of alternative evaluation process, including a description of each alternative VMT exchange or bank program proposal
4.3	Feasibility study to establish proposed new bus route program details in coordination with UCR and RTA and line-item capital and annual maintenance costs. Study will result in a VMT reduction mitigation program option which developers can contribute funds to reduce VMT impacts
4.4	Feasibility study to establish proposed subsidy program using the Riverside Clean Air Car Share Program. Coordinate with StratosShare. Study will result in a VMT reduction mitigation program option which developers can contribute funds to reduce VMT impacts
4.5	Develop VMT Impact Reduction Screening Tool to identify available VMT reducing programs and calculate resulting VMT impacts
4.6	SC Meeting #4 Summary
4.7	Memorandum recommending the preferred VMT exchange or bank alternative proposal based on the program criteria

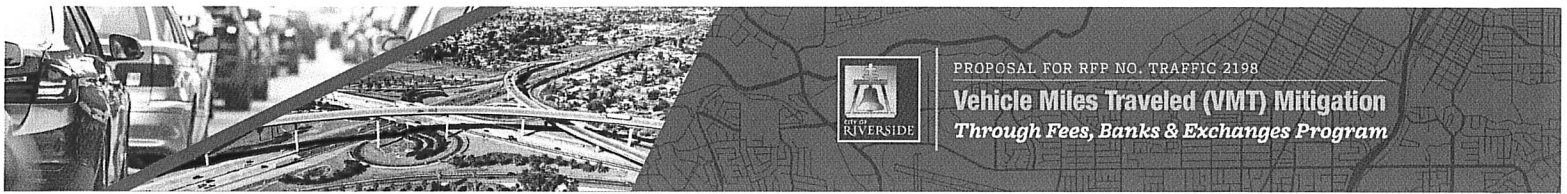
Task 5: VMT Exchange or Bank Alternative Technical Justification

Task 5.1 Project Team Meeting #5

The project team and the consultant shall meet to review and evaluate Task 4 before moving onto the next steps of the project. The meeting will discuss more on the completed reports of the alternative VMT exchange/bank proposal and preferred options.

Task 5.2 Preparing the Technical Justification Report (Nexus Study)

Based on the Program Criteria and guidance from the SC, the consultant shall prepare the technical justification documentation required to initiate the recommended VMT exchange or bank program alternative.



Program Nexus Study: This analysis, undertaken in the Technical Justification Report, will evaluate the nexus of the proposed VMT exchange/bank program structure and purpose to address CEQA's required "essential nexus" clause. During the review and evaluation process, the consultant team will ensure that all necessary legal and technical criteria are met to inform the administrative structure.

To establish the selected VMT exchange/bank alternative, the consultant must verify the criteria requirements listed in Task 5.2. Benefits of the VMT exchange/bank program alternatives will be estimated and substantiating evidence will be provided as required by CEQA to mitigate project impacts.

- ❖ **Mobility Investment Interactive Tool:** Accordingly, if Area-wide Capital Plan Funding is chosen, the consultant team shall work with the project team to identify eligible mobility infrastructure investments that are expected to lead to a change in travel behavior, which in turn will lead to a reduction in vehicle miles traveled.

- *The list of eligible mobility infrastructure investments may include features that reduce travel stress from bicycle and walking (for example, physical separation, controlled crossings, speed and volume control measures), roadway improvements designed to increase transit speed/headways and improve on-time performance, transit station improvements, connecting new roads that reduce travel time, providing exclusive right-of-way to transit, improved first/last mile connections, safer lane configurations for bicycles and pedestrians, expanding micro-mobility service areas, Mobility Hubs, and expanded on demand micro- transit services.*
- *The consultant team shall prepare the final list of eligible mobility infrastructure investments in an interactive spreadsheet-based tool.*



Kimley-Horn will integrate its "rapid screening" methodology previously developed for Fresno COG (a big data driven approach) into the development of the Mobility Investment Interactive Tool. This methodology allows for a rapid assessment of active transportation and transit projects to determine their VMT mitigation feasibility based on their anticipated Return on Investment (ROI).

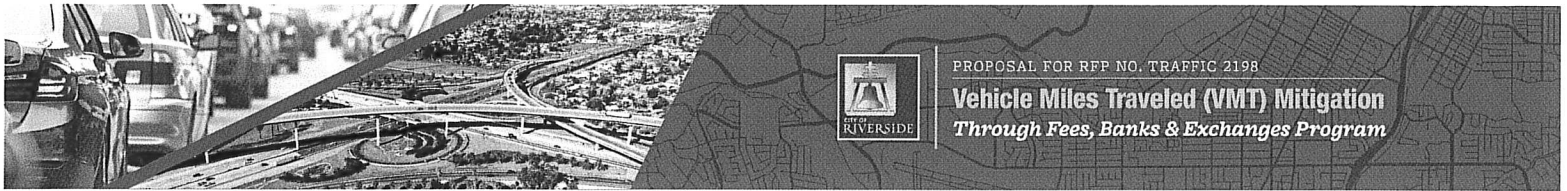
- ❖ **VMT Reduction Elasticities:** An interactive spreadsheet-based tool for measuring the reduction or mode-shift of VMT associated with the mobility investments shall be built by the consultant team through review and research of technical studies, white papers, and peer-reviewed research. Using the research findings, the consultant team will estimate the average reduction in vehicle miles traveled associated with Mobility Investments. General VMT reductions will be calculated, by investment type, for each of the City of Riverside transportation behavior zones (TBZ). The VMT reductions for each transportation behavior zone (TBZ) will be weighted and stratified to create a VMT elasticity value by infrastructure type.

- *As a point of clarification, these types of reductions are calculated on a project-by-project basis and details like location, accessibility of jobs, population, income level, and age demographic are taken into consideration for the analysis. Since the VMT reducing elasticity for each improvement type will be identified and analyzed at a programmatic level, numerous assumptions will be required in the calculation. Therefore, the assumptions, methodologies, and calculations used to develop the VMT reducing elasticity for each infrastructure type will be documented in a technical memorandum.*

- ❖ **VMT Reduction Unit Cost Memo:** Establish a VMT per mile unit cost assumption where VMT-inducing development would pay a fair-share contribution. This cost assumption will be based on the planning level costs identified for the various VMT Reducing Mobility Investments, outlined in the subtask above, and the VMT Reduction Elasticities subtask above. This sub-task is intended to establish a VMT-based Transportation Impact Fee Program. The nexus for the fee program would be a VMT reduction goal consistent with CEQA threshold established by a lead agency for SB 743 purposes. The program would establish a VMT reducing & percentage-based fee per household dwelling unit (Single-family or multi-family), per square footage of commercial/retail, per square footage of office/warehouse/light industrial, per gas station pump, per worker, per student, etc. The consultant shall consider a VMT fee that varies based on the project location, and develop any tools/ methodologies needed to facilitate administration of the fee in compliance with the established nexus study.



Kimley-Horn will use the VMT Banking evaluation features within TREDlite to test multiple actual (historical or under consideration) or alternatively hypothetical development projects to determine the feasibility of different VMT mitigation costs (cost/VMT). This evaluation will be important input on determining the program, underlying projects, and the extent to which "feasible mitigation" may need to be addressed.



Task 5.3 SC Meeting #5 (OPTIONAL)

The project team and the consultant shall meet with the SC to review the administrative draft of the VMT exchange or bank alternative technical justification report.

TASKS	DELIVERABLES
5.1	Project Team Meeting #5 Summary
5.2	<ul style="list-style-type: none"> Technical Justification Report, including analysis of Program Nexus Study and associated analysis output files Data dictionary of analysis datasets: <ul style="list-style-type: none"> Mobility Investment Interactive Tool VMT reducing elasticities methodology memo that includes calculations and assumptions to develop VMT elasticities and supporting literature review VMT Reduction Unit Cost Technical Memo
5.3	SC Meeting #5 Summary

Task 6: Engage Program Beneficiaries/Stakeholders to Identify VMT Challenges and Opportunities

Task 6.1 Project Team Meeting #6

The project team and the consultant shall meet to review and evaluate Task 5 before moving onto the next steps of the project. The meeting will discuss more on the completed Technical Justification Report formed in Task 3, and touch on Task 4 plan and deliverables.

Task 6.2 Defining and Engaging Program Beneficiaries

The consultant shall define likely program beneficiaries based on the selected VMT Exchange/Bank Program Alternative.

Local and regional stakeholders that may be interested in contributing to a VMT Mitigation Exchange Program shall include:

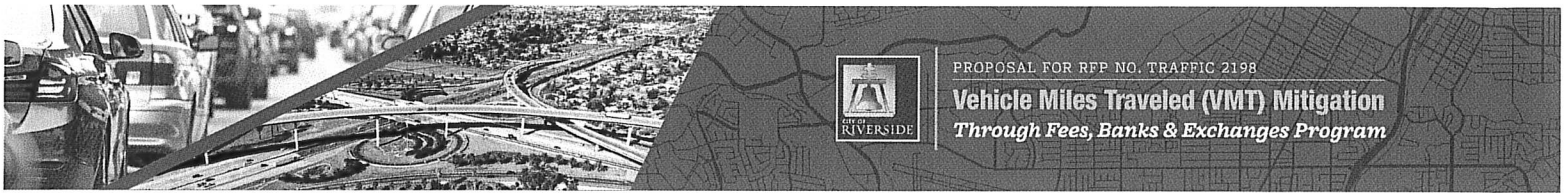
- **Developers:** Seeking to build in areas of the region predominantly accessible by car, with few alternative transportation options.
- **Universities and Large Employers:** May benefit from services and programs that could be provided by the VMT Exchange or Bank to reduce VMT.
- **Transportation Agencies:** Proposing new road capacity enhancement or new public transportation projects.
- **Lead Agencies:** Proposing General Plan updates that may expand capacity and lead to an increase in population and jobs in specific areas, resulting in an increase in regional VMT.

Task 6.3 Identifying the VMT Exchange/Bank Program Challenges

The consultant shall identify major barriers and challenges encountered in reducing or mitigating VMT and shall seek opportunities and potential partnerships where the implementation of a VMT exchange or bank program may be impactful.



As part of this task, Kimley-Horn will assess the potential costs to development projects and develop a comparable total costs matrix (VMT mitigation costs plus TUMF costs) that includes neighboring jurisdictions. Kimley-Horn will also use data collected during earlier tasks to evaluate the potential impacts to identified transportation disadvantaged populations.



Task 6.4 SC Meeting #6 (OPTIONAL)

The project team and the consultant shall meet with the SC to discuss more on the barriers and challenges in reducing or mitigating VMT.

TASKS	DELIVERABLES
6.1	Project Team Meeting #6 Summary
6.2	Report containing the summary and description of potential beneficiaries of proposed VMT exchange/bank program
6.3	Summary of potential VMT exchange/bank program implementation challenges
6.4	SC Meeting #6 Summary

Task 7: Final VMT Fees, Exchanges and Mitigation Banks Adoption and Preparation of an Environmental Impact Report (EIR) to amend the General Plan

Task 7.1 Project Team Meeting #7

The project team and the consultant shall meet to review and evaluate Task 6 before moving onto the final steps of the project. The meeting will discuss more on the completed pilot project reports, best practices, and outreach workshops.

Task 7.2 SC Meeting #6 (OPTIONAL)

The project team and the consultant shall meet with the SC to prepare an administrative draft mitigation program.

Task 7.3 Preparation of Environmental Impact Report (EIR)

In coordination with City Staff, the consultant shall prepare an Environmental Impact Report (EIR) to amend the General Plan and incorporate the proposed VMT Mitigation Programs. The EIR shall include, but not limited to: Summary, Purpose and Need, Proposed Action and Alternatives, Affected Environment, Expected Impacts, Consultation and Coordination, etc.

The consultant shall make presentations, prepare meeting agendas and meeting minutes for the presentation of the FINAL EIR document. This task shall be related to the EIR document and can account for up to twenty (20) meetings.

Task 7.4 Planning Commission Meeting, Transportation Board Meeting, Mobility and Infrastructure Committee Meeting

The project team and the consultant shall present the program feedback and the proposed final Mitigation Program to the Commissions and Committees for further revising.

Task 7.5 Presentations at City Council Meeting

The project team and the consultant shall make presentations at the City Council, to brief local decision makers on the proposed final VMT Mitigation Exchange/Bank Program for review and approval.

Task 7.6 Final Mitigation Program Implementation/EIR

After gaining official approval from the City Council, the consultant shall make any required changes to the Mitigation Program to reflect decisions during the adoption process. The Final Mitigation Program will include a full description of subsequent steps necessary for implementation in the City of Riverside.

TASKS	DELIVERABLES
7.1	Project Team Meeting #7 Summary
7.2	SC Meeting #6 Summary
7.3	Preparation of an Environmental Impact Report (EIR) to amend the General Plan to incorporate the recommended VMT Mitigation Programs
7.4	Planning Commission meeting, Transportation Board meeting, and Mobility & Infrastructure Committee minutes and summary documents
7.5	City Council meeting agenda, staff report, presentation materials, and discussion summary
7.6	Final Mitigation Program Report/EIR

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the consultant does not control. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies..



EXHIBIT "B"
COMPENSATION

CITY OF RIVERSIDE
VEHICLE MILES TRAVELED (VMT) MITIGATION
THROUGH FEES, BANKS & EXCHANGES PROGRAM

[illegible]

EXHIBIT "C"

KEY PERSONNEL

Mike Schmitt, Project Manager
Jason Melchor, Principal-in-Charge
Pranesh Tarikere, QC/QA Manager; Outreach
Mehul Champaneri, SB 743 Technical Staff
Chris Gregerson, SB 743 Technical Staff
Ayberk Kocatepe, SB 743 Technical Staff
Kevin Thomas, Environmental Impact Report