

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

KIMLEY-HORN AND ASSOCIATES, INC.

City of Riverside Local Road Safety Plan (RFP No. 2186)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 ("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 City of Riverside Local Road Safety Plan (RFP No. 2186) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect through June 30, 2024, with an option to extend for an additional two (2) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Ninety-Nine Thousand Five Hundred Eight Dollars and Twenty-Four Cents (\$99,508.24), 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: Philip Nitollama
3750 University Avenue
Riverside, CA 92501

To Consultant

Kimley-Horn and Associates, Inc.
Attn: Jason Melchor
3880 Lemon Street, Suite 420
Riverside, CA 92501

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

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

By: _____
City Manager

By: [Signature]

Attest: _____
City Clerk

[Printed Name] Darren Adrien
Senior Vice President
[Title]

Certified as to Availability of Funds:

By: [Signature] (P.E. NO. 65218)

By: [Signature]
for Chief Financial Officer

Jason Melchor
[Printed Name]

Approved as to Form:

By: [Signature]
Senior Deputy City Attorney

Assistant Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES



initiatives. The team might also evaluate lighting and other roadway features that can reduce the harm associated with impaired driving. The following scope of services outlines how Kimley-Horn will build off the City's current plans to provide a well-rounded framework for an ongoing safety improvement program. The LRSP will be structured to make the City more competitive for grant funding, better able to identify and prioritize safety needs, and encourage safer driving practices of its residents.

Scope of Services

Task 1 – Project Management

Kimley-Horn will prepare an agenda and conduct a project kick-off meeting to review and refine the project methodology and schedule and to establish a Project Development Team (PDT) with key City staff, which we will maintain close and consistent communication with regular PDT status meetings to discuss plan development and project progress. Meetings are anticipated to be held virtually given current conditions.

Kimley-Horn will assist the City in providing administrative support to make sure the project is in compliance with the Local Assistance Procedure Manual guidelines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project. Kimley-Horn recommends in-person meetings, if conditions allow, at the following project milestones:

1. Project Kick-Off
2. Selection of High-Collision Sites for Project Development
3. Field Review Debrief
4. Project Recommendations

Additionally, Kimley-Horn will hold a short bi-weekly project progress meeting with the City project manager to discuss the current status of the project and make decisions about project direction as alternative courses emerge.

During our kick-off meeting, we will identify safety partners/stakeholders who should be included in future project communications. We value representation from the local community, businesses, Chamber of Commerce, non-profit organizations, local transportation providers such as Riverside Transit Agency, (RTA), the City's Public Works department, the Planning Division, Riverside Police Department, Riverside Fire Department (RFD), Riverside Unified School District (RUSD), Alvorad Unified School District (AUSD), and health and safety agencies when creating a well-rounded safety plan.

Task 1 Deliverables:

- » Meeting Agendas and Notes
- » Monthly Progress Reports

Task 2 – Stakeholder Meetings

Task 2.1 – Stakeholder Kick-off and Follow-up Meetings

Kimley-Horn will work with the City to reach out to safety partners/stakeholders from the contact list developed. A stakeholder meeting will be hosted, preferably in-person, to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the LRSP process; identify and establish safety goals, objectives, strategies and emphasis areas; inform those present on the results found during the crash analysis; and outline the draft countermeasures and potential solutions. Stakeholders will be utilized for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of "near-miss crashes." We will discuss any potential additions or changes to the recommended countermeasures with the City based on the feedback received during this meeting. The group will prioritize plans for implementation and be able to review and comment on the draft and final LRSP before recommending approval of the document to be adopted by City Council.

Task 2.2 – Field Visits

Kimley-Horn will conduct field assessments with City staff and stakeholders at up to 10 identified high-collision locations (key corridors and intersections) identified in Task 3 in order to collect additional information to better match roadway characteristics with collision activity, which will enable our team to diagnose issues and develop systemic recommendations. Deficiencies per the Highway Design Manual and other regulatory and guidance documents will be identified at these locations.



Task 2 Deliverables:

- » Stakeholder kick-off meeting
- » One follow-up meeting
- » Stakeholder group contacts
- » Field visit meeting
- » Field visit package (crash diagrams, note sheets, site visit map)
- » Field notes

Task 3 – Review and Evaluate Existing Collision Data

Task 3.1 – Review Best Practices, Existing Plans, Programs, and Policies

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would support safer roads and better driving behaviors. Our staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

We will conduct a literature review of existing plans published by the City, including the General Plan, Active Transportation Plan Section 4, and the Riverside P.A.C.T., which consists of a Pedestrian Target Safeguarding Plan (PTS), an Active Transportation Plan (AT Plan), a Complete Streets Ordinance (CSO), and a Trails Master Plan (TMP). Documents produced by the Riverside County Transportation Department (RCTD), the Southern California Association of Governments (SCAG), and Caltrans will also be reviewed to identify projects, policies, and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSAR and LRSP plans and will provide a summary as part of this task.

We will coordinate with the City to obtain recent engineering studies that have been completed relating to roadway safety improvements—including traffic signal warrants, feasibility studies, and project study reports—and examine the available citywide collision history. Our team will also utilize Transportation Injury Mapping System (TIMS), which was developed by the Safe Transportation Research and Education Center (SafeTREC) as a web-based tool for local agencies to gather data for their safety analysis.

Task 3.2 – Identify Target Crash Types / Risk Factors / Trends

The Kimley-Horn team will coordinate with City staff to pull the Crossroads database over the last five-years of collision data. The data will be gathered to allow insight into trends and to better mitigate the natural year-over-year fluctuation caused by natural randomness in collision activity. Kimley-Horn's approach is to look at all collision severity levels, which provides a richer dataset to review and allows the team to determine factors where collision severity levels are high relative to overall collision numbers.

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City. If possible, additional ADTs will be accessed from the Riverside County Traffic Analysis Model (RIVTAM).

Kimley-Horn will perform a comprehensive data analysis review. Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods, which are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented, which assists in diagnosing factors that are contributing to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.



Task 3.3 – Select Candidate Locations for Different Modes of Transportation

Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to eight locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors, and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

Task 3.4 – Select Countermeasures for Different Modes of Transportation

Our team will begin to identify potential projects by examining the crash data and determining the appropriate countermeasures improvements to roadway segments. We will prepare a toolbox of systemic safety mitigations that can be applied citywide or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures that are appropriate, cost efficient, and proven effective by the US Department of Transportation and the Federal Highway Administration.

The toolbox will be developed in three steps:

1. The site visit locations will be used as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox.
2. The team will identify up to three safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them.
3. The best practices review will be used to identify actions the City can take to improve the safety environment.

Task 3.5. Prioritize Projects for Different Modes of Transportation

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to eight high crash locations to improve roadway, traffic, and pedestrian safety. The sheets will profile the existing safety performance of the location, include an aerial photo and map, and outline potential countermeasures that have been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for either the phased implementation of multiple countermeasures or going straight to the implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants.

Task 3.6. Develop Existing Conditions and Safety Indicators Analysis for Different Modes of Transportation

Our team will examine the collected data to determine highest contributing behaviors and roadway characteristics to fatalities and serious injuries using crash data. The second screening step focuses on crash type over-representation. We will utilize citywide data to determine the typical collision type mix for each of the functional classifications and intersection control types. This mixture will be reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed will include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (run off road, fixed object, parked vehicle, other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/Aggressive Driving

The resulting list will include both the number of collisions for each factor and the probability that any excess is not random.

**Task 3 Deliverables:**

- » Summary of Opportunities for Best Practices
- » Technical Memorandum #1 – Existing Plans and Programs
- » Question list for City staff
- » Technical Memorandum #2 – City-wide Safety Background and Trends
- » List of Intersections and Segments with Statistically Analyzable Collision Activity
- » Citywide Safety Trends and Recommended Focus Areas
- » Crash Diagrams for High Crash Locations
- » List of Potential Local Countermeasures
- » Up to Eight (8) Project Sheets Including List of Potential Projects
- » Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements

Task 4 – Update Existing Materials

Based on the analysis from Task 3, we will identify up to two locations for additional data collection. With our subconsultant, Street Simplified, we will collect supplemental video data for the two identified intersections over a 24-hour period. Data collection will consist of turning movement counts and speed analytics as well as pedestrian and bicycle counts. Video data will be analyzed for near-miss collisions, speeding analysis, red-light running, pedestrian crossing on opposing green, and intersection blocking.

Task 4 Deliverables:

- » Video data analytics of two intersections via Online dashboard with Agency login
- » Summary of video data

Task 5 – Prepare Collision Profile

The Kimley-Horn team will prepare analyses of collision profiles that identify combinations of factors at given locations and provide a summary table demonstrating how the implementation strategies can be applied to various locations throughout the City road network.

We will analyze projects for their potential to reduce crash activity, and those with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term, and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

Task 5 Deliverables:

- » Summary Table of Implementation Strategies

Task 6 – Prepare Action Plans

The Kimley-Horn team will work with the City to develop an action plan and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the LRSP. Safety projects identified will be consistent with federal and state project funding requirements, particularly Highway Safety Improvement Program (HSIP) requirements.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network-screening results to determine the effectiveness of countermeasures that have been implemented and establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

Task 6.1. Engineering

Kimley-Horn will provide a citywide Recommended Safety Projects (Countermeasure Toolbox) list of both site-specific improvements and systemic improvements along with the suggested countermeasure and a quantifiable priority between projects. This toolbox will be useful to the City as you pursue future HSIP grant opportunities. We will create a prioritized list of safety projects for future implementation. The Countermeasure Toolbox will identify the recommended countermeasures and whether the improvement is systemic or site specific.



Task 6.2. Education

Our team will prepare an action plan for community education which will extend branding and recommend community involvement activities, typical materials, social media recommendations, and other opportunities to spread the word. We will provide a list of Non-Engineering Safety Strategy Countermeasures, specifically related to education. We will utilize similar successful approaches from previous Local Road Safety Plans we have prepared.

Task 6.3. Enforcement

As part of the Non-Engineering Safety Strategy Countermeasures list, we will provide countermeasure suggestions and potential partners specific to Enforcement. This may contain examples of how to deter speeding or other high-risk behaviors.

Task 6 Deliverables:

- » Action Plan
- » Safety Countermeasure Toolbox
- » Non-Engineering Safety Strategy Countermeasures list

Task 7. Evaluation

Kimley-Horn will develop an implementation plan for inclusion in the LSRP report that will assist the City in prioritizing improvements and identifying potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses. We will provide guidance to facilitate tracking of what LRSP measures are taken and progress towards the LRSP goals as well as recommendations for how to conduct periodic evaluation of the program in all the focus areas.

Task 7 Deliverables:

- » Up to Eight (8) Project Sheets Including List of Potential Projects
- » Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements

Task 7.1. Safety Grant Applications

Utilizing the eight project sheets from Task 3, Kimely-Horn will provide a top eight list of potential safety grant applications including counter measure improvements for intersections, roadway segments, and/or a systemwide approach. These locations will be based on the collision history data, an engineer's cost estimate, and benefit-cost ratio (BCR) as determined in Task 3. Our team will also work with the city to select a project to apply for HSIP grant funding and prepare one (1) HSIP Cycle 11 Grant Application for the City.

Task 7.1 Deliverables:

- » Implementation Plan
- » One (1) Completed HSIP Cycle 11 Grant Application

Task 8 – Prepare Report

Task 8.1 – Administrative/Stakeholder Draft

Our team will prepare a draft LRSP to document the findings of the previous tasks, which will be submitted to the City and circulated to stakeholders for review and comment. We will address one round of consolidated comments and revise the report into a final document.



Task 8.2 – Final Report

The Kimley-Horn team will respond to all comments and incorporate feedback received on the draft LRSP from the stakeholders into the final LRSP. This document will guide the City's effort to improving transportation safety and reducing the number of incidents and the severity of those incidents on our transportation systems. We will provide three hard copies and an electronic copy (on flash drive) of the final LRSP.

Kimley-Horn's approach addresses the various E's of safety and will result in a report that satisfies the LRSP structure, making the City competitive for future state and federal safety funding. The report will include the previous deliverables into a single seamless document that the City can use to pursue additional project funding.

The LRSP will be a living document, and analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, as needs and priorities change, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

Kimley-Horn, along with City staff, will take the lead on plan adoption and present the Final LRSP to City Council.

Task 8 Deliverables:

- » Hard copy and electric copy of Administrative/Stakeholder Draft Local Road Safety Plan
- » Hard copy and electric copy of the Final Local Road Safety Plan

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
Local Road Safety Plan**

Kimley-Horn and Associates, Inc.									
Name	Category/Title	Jason Melchor	Mike Colety	Jean Fares	Sr. Professional	Professional	Analyst	Project Support	
		Project Manager	QC/QA	Principal-in-Charge					
194.77% Overhead%		\$81.29	\$100.74	\$106.07	\$69.70	\$58.42	\$42.87	\$40.78	
194.46% Overhead% w/o FCCM		\$263.56	\$326.62	\$343.90	\$225.98	\$189.41	\$138.99	\$132.22	
10% Fee%		18	0	0	10	6	18	8	Total Cost
Task 1	Project Management								60
1.1	Project Management	18							\$ 11,699.79
Task 2	Stakeholder Meetings								\$ 11,699.79
2.1	Stakeholder Kick-off and Follow-up Meetings	8	1	0	14	4	27	0	\$ 10,109.15
2.2	Field Visits	4	1		6	4	12		\$ 5,162.23
Task 3	Review and Evaluate Existing Collision Data								\$ 4,946.92
3.1	Review Best Practices, Existing Plans, Programs, and Policies	13	4	2	30	42	79	4	\$ 31,664.10
3.2	Identify Target Crash Types / Risk Factors/ Trends	1	1		2	4	8		\$ 2,911.69
3.3	Select Candidate Locations for Different Modes of Transportation	3	1	1	6	12	30		\$ 9,259.67
3.4	Select Countermeasures for Different Modes of Transportation	1			2	4	8		\$ 2,585.07
3.5	Prioritize Projects for Different Modes of Transportation	3	1	1	8	8	10		\$ 6,174.17
3.6	Develop Existing Conditions and Safety Indicators Analysis for Different Modes of Transportation	3	1		8	8	13	4	\$ 6,776.11
Task 4	Update Existing Materials	2			4	6	10		\$ 3,957.38
4.1	Update Existing Materials	1	0	0	2	4	4	0	\$ 2,029.11
Task 5	Prepare Collision Profile								\$ 2,029.11
5.1	Prepare Collision Profile	1	0	0	2	6	8	0	\$ 2,963.89
Task 6	Prepare Action Plans								\$ 2,963.89
6.1	Engineering	3	0	0	3	6	6	0	\$ 3,438.99
6.2	Education	1			1	2	2		\$ 1,146.33
6.3	Enforcement	1			1	2	2		\$ 1,146.33
Task 7	Evaluation								\$ 1,146.33
7.1	Safety Grant Applications	6	1	0	12	18	33	1	\$ 12,747.95
7.2	One application	4			6	8	12		\$ 5,593.24
Task 8	Prepare Report	2	1		6	10	21	1	\$ 7,154.70
8.1	Administrative/Stakeholder Draft	10	2	1	18	23	30	4	\$ 16,755.26
8.2	Final Report	4	1		8	8	12	2	\$ 6,636.25
		6	1	1	10	15	18	2	\$ 10,119.01
	TOTAL HOURS	60	8	3	91	109	205	17	
	Subtotal Labor:	\$ 15,813.31	\$ 2,612.92	\$ 1,031.69	\$ 20,564.05	\$ 20,645.36	\$ 28,493.24	\$ 2,247.66	
	Other Direct Costs								
	Mileage								
	Task 4 - Street Simplified - Additional Data collection								
	TOTAL COST:								
									\$ 99,508.23

EXHIBIT "C"

KEY PERSONNEL

Jason Melchor
Jean Fares
Mike Colety
Darryl dePencier
Kyle McGowan
Alex Co