

PROFESSIONAL CONSULTANT SERVICES AGREEMENT  
GLENN A. RICK ENGINEERING AND DEVELOPMENT CO. DBA  
RICK ENGINEERING COMPANY

Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional  
Specific Plan and Program Environmental Impact Report

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and GLENN A. RICK ENGINEERING AND DEVELOPMENT CO., California corporation, doing business as RICK ENGINEERING COMPANY (“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 Northside Neighborhood & Pellissier Ranch Inter-Jurisdictional Specific Plan and Program Environmental Impact Report (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2019, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the initial Services under this Agreement, within the attached Scope of Services (Exhibit “A”), for the total sum not to exceed One Million Five Hundred Fifty One Thousand Six Hundred Twelve 00/100 Dollars (\$1,551,612.00). City and Consultant have agreed that if City chooses to have Consultant perform the Task 17 Optional Services that additional work will be Forty One Thousand Six Hundred and Sixty Dollars (\$41,660) for a then total contract amount of One Million Five Hundred Ninety-Three Thousand Two Hundred Seventy-Two 00/100 Dollars (\$1,593,272.00). Payment shall be payable in accordance with the terms set forth in Exhibit “B” and made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City  
Planning Department  
City of Riverside  
Attn: Jay Eastman, Principal Planner  
3900 Main Street  
Riverside, CA 92522

To Consultant  
Glenn A. Rick Engineering and Development  
Co. dba Rick Engineering Company  
Attn: Brian Mooney  
5620 Friars Road  
San Diego, CA 92110

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](http://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. 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 a court of competent jurisdiction in the 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, 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:

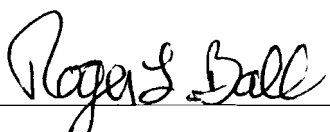
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

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  
a California corporation


GLENN A. RICK ENGINEERING AND  
DEVELOPMENT CO., a California corporation  
DBA RICK ENGINEERING COMPANY,

By: \_\_\_\_\_  
City Manager

By:   
Roger L. Ball  
[Name]  
President + CEO  
[Title]

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By:   
Robert A. Stockton  
[Name]  
Vice President  
[Title]

By: \_\_\_\_\_  
Finance Director

Approved as to Form:

By:   
Chief Assistant City Attorney

CA# 16-1686  
\\rc-citylawprod\eycom\wpdocs\d007\p024\00298301.docx  
Rev: 02/05/16

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

### **NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH INTER-JURIDICTIONAL SPECIFIC PLAN AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

#### **RICK ENGINEERING COMPANY AND SUBCONSULTANTS**

##### **TASK 1. PROJECT MANAGEMENT**

RICK is a trusted advisor to our clients. We provide full services during the Specific Plan process as well as afterwards to maintain relationships and provide support for the following implementation steps. Our typical project management protocol includes regular coordination meetings with City staff to ensure ideas and concepts are well-coordinated before presentations to the community and stakeholders, bi-weekly client check-in calls, sub-consultant coordination, e-mail communication, website updates and one-page monthly summary reports/invoices.

The RICK Team brings value to clients through our commitment to project management, expertise in planning and design work, proven success with public engagement and our innovative approach to incorporating sustainable design through the Legacy Design® process.

Experienced Team members collectively have decades of practice leading, managing and implementing projects with diverse teams of sub-consultants. The firms on the RICK Team have honed this process for almost fifty years to deliver high-quality, well-resolved planning and design documents by:

- Assigning the most experienced personnel to given projects,
- Using City standards for landscape architectural, engineering, lighting design and documentation,
- Using tested policies for diligent internal design reviews and quality management reviews
- Conducting interdisciplinary quality management techniques to facilitate and expedite internal reviews.

Our project management philosophy is built upon the anticipation of, and preparation for, all issues that may arise throughout the project process. By constantly considering and developing the appropriate process and plan to address political, environmental, social, and design challenges/opportunities, we can better serve our client while delivering the highest quality product. Strong and effective project management is essential in completing successful projects. The RICK Team has fulfilled the role of project manager for hundreds of projects and as such we have developed a tried and true set of project management standards. We strive to ensure quality assurance and quality control through clear communication and dialogue with the City and RICK Team members. The RICK Team will maintain project schedules and milestones, identify and monitor critical paths for project completion, and track and report budget items to the client promptly and efficiently.

As discussed in the first paragraph above, the RICK Team's project management system provides for regular communication and quick response from the project manager and/or principal-in-charge. This communication results in tighter controls of the project budget and schedule, and facilitates communication with our client and project stakeholders. Our process enables us to fully achieve project objectives, satisfy client requirements and fulfill client expectations.

Every phase of each project will involve management from The RICK Team's Principal-in-Charge, Bob Stockton PE, LEED, Specific Plan and Environmental Program Manager, Brian F Mooney FAICP, and Urban Design Program Manager Kurt Culbertson FAICP, FASLA, LEED. Direct communication with the client will be addressed through memorandums, regular phone calls and emails throughout the entirety of the project. The RICK Team believes in bi-weekly meetings for all team members critical to that week's progress and will provide meeting minutes. A progress report detailing all tasks completed during each billing cycle will accompany all invoices. Invoicing for billing cycles occurs on the first of each month.

**COST: \$160,278.00**

## **SCOPE OF SERVICES**

### **NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH INTER-JURISDICTIONAL SPECIFIC PLAN AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

#### **TASK 2. STRATEGIC KICK-OFF MEETING**

A Strategic Kick-Off Meeting to review project goals, scope and schedule with critical stakeholders selected by the City and Community is an important start to a successful project. We anticipate the participants will include the Rick Team, the City of Riverside and Colton City staff. The agenda and presentation materials prepared for this meeting will include introducing the RICK Team; describing roles and responsibilities; identifying concerns and anticipated outcomes; brainstorming goals and factors that will be critically important for measuring success; reviewing existing information needed to complete future tasks; establishing a list of key stakeholders to be engaged throughout the project; and finalizing the scope of services.

Immediately following the meeting, we will tour the study area and continue discussing opportunities and constraints, keeping in mind the project goals identified at the Kick-Off Meeting. During the tour, the character of the project area will be photographically documented for use in future tasks and presentation graphics. A written summary of the Kick-Off Meeting and access to the photographic library will be provided to the participants.

#### **Work Products:**

- Draft kick-off meeting agenda
- Draft attendee list
- Meeting presentation, holding/attend kick-off meeting
- Tour agenda
- Creation of photograph library
- Written summary of kick-off meeting and tour notes
- Communication strategy and contact information

**COST: \$26,516.00**

#### **TASK 3. STAKEHOLDER ENGAGEMENT STRATEGY**

At the heart of comprehensive planning is public engagement, whereby those who will directly experience the benefits and potential impacts of implementation have a role in shaping their future. The Northside Specific Plan scope is multi-dimensional, including neighborhoods and communities with varying needs and concerns, opportunity areas for significant land use change and areas of stability, mixed environmental conditions, multiple layers of existing planning policy and regulations, and two cities and a local utility with decision-making and implementation responsibilities.

Conducting meaningful community engagement that shapes and forms the Northside Specific Plan requires taking time to establish an effective strategy. Especially important for the community engagement strategy is building and integrating with the ongoing Our Riverside Our Neighborhood (ORON) work. ORON's use of the Asset Based Community Development (ABCD) approach for identifying neighborhood assets and initiating neighborhood strategies and visioning discussions provides a valuable engagement framework that is a natural fit for the Northside Specific Plan process. We will expand upon the great work already done by the ORON Champions, ORON staff and the community.

The community engagement strategy needs to establish the overarching objectives for public involvement, how to best synchronize the public dialogue with the steps in the Specific Plan process, and specific activities and timelines. Consistent with the ABCD approach, we will consult early with community leaders and champions in development of the community engagement strategy. Additional considerations to address in the community engagement strategy is synchronizing dialogue with the steps in the planning process and using a "multi-pronged" process with diverse involvement opportunities to meet people's varying communication needs and interests as identified in our initial community consultation. The strategy also needs to incorporate Davenport Institute principles related to commitment to open outcomes,

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transparency and implementation action per the grant funding requirements. Lastly, consideration should be given to informing and involving City of Colton residents and property owners.

Involvement activities to be synchronized with the steps in the planning process include:

- The Rick team will create a project website that will be accessible through the City’s website. A two-way online engagement platform could be incorporated.
- Periodically attending community organizations’ meetings to provide updates, solicit input, answer questions and recruit attendance for community-wide involvement activities such as community workshops.
- A series of three community workshops with interactive formats for community members to explore concepts and create ideas and plans together, supported by Rick Team facilitators as needed. For accessibility, each of the three workshops will be conducted twice at different locations and/or varying times.
- Pop-up outreach for each workshop described above, at places where people congregate in the community, to expand efforts to get the word out about the workshop and solicit input. Budget provides for one staff and up to two events per three rounds.
- Availability sessions (or “office hours”) following each workshop, a technique that has proven valuable in community-based planning, where project team members are present at a set location to answer questions, hear additional input and explore concepts with community members who drop in. Budget provides for three sessions, each up to four hours.
- Spanish-language translation provided by Rick Team members who are proficient in decoding planning terms between Spanish and English.

Informational materials that are relevant, intriguing and understandable, produced by the experienced Rick Team graphic designers, potentially integrated with ORON materials for the Northside.

The Rick Team brings a vast toolbox of participatory activities for community planning which will be tapped into during the Northside Specific Plan process. Walking tours and roaming workshops, front yard or coffee shop meetings, story festivals and poetry slams, and poster contests could be utilized depending on input received from community leaders. The gamut of workshop facilitation techniques brought by the Rick Team includes case studies and preference exercises, opportunity mapping, chip games, kinetic mapping, open houses with passports, visual preference surveys, hands-on design activities, breakout discussions, and polling with dots and Turning Point handheld clickers as examples. Regardless of the format or discussion techniques, discussions and input must be documented in summaries.

Essential members of the Rick Team community engagement team are Eva Yakutis and Joan Isaacson. Eva will serve as community liaison between the Rick Team and the community and to ensure the integration and coordination of the ORON initiative with the Northside Specific Plan process. Networking and connecting are the first steps in organizing for strong community participation, and Eva will work with the community to maintain an open dialog, foster a culture of trust and understanding, and promote broad participation at each step of the way, including workshop design and facilitation. Working alongside Eva will be Joan Isaacson and her team Kearns & West.

**Work Products:**

- Develop Website
- 3 Community Workshops
- 3 Pop-up Outreach Events
- 3 four hour sessions following each workshop
- Informational materials for workshops and pop-up events
- Spanish-language translation at workshops and pop-up events (including informational materials)

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**COST: \$98,434.00**

**TASK 4. BASELINE ASSESSMENT**

The RICK Team will investigate issues involving the entire project area using available data such as the existing conditions inventory as maintained by the GIS Supervisor at the City's Innovation and Technology Department and preliminary assessments of the study area completed by the City. The RICK Team has conducted some preliminary assessments, based upon the assembly of existing GIS data. These assessments are not intended to be complete or comprehensive, but rather provide our team with a preliminary understanding of key issues and opportunities. The Baseline Assessment will also trigger the beginning of the CEQA process with the preparation of technical studies to be incorporated into the Program Environmental Impact Report. The technical studies will be examined on a program level will be completed for Land Use, Transportation and Mobility, Biology, Cultural and Historic Resources, Hydrology, Geology, Hazards, Acoustics, Air Quality and Green House Gas, Aesthetics, Public Services and Population and Housing. Each issue will be examined for its relationship to the General Plan Goals and Objectives, Regulatory Framework, Existing Conditions and the Opportunities and Constraints it will have on development of the Master Plan. The existing conditions for mobility will include documentation of existing roadways, transit, bicycle facilities, pedestrian facilities, parking, capacity, and constraints. Existing traffic volume counts will be conducted and provided at up to 20 intersections and 20 roadway segments, and will include bicyclists, pedestrians, and trucks. These intersections will be determined by city staff.

We will work diligently to understand work completed to date by the City of Riverside, most notably the recorded input of the community. We will also study and itemize key applicable recommendations from the General Plan 2025, the Land Use and Urban Design Element (Northside Neighborhood, pp LU-105 to LU-110), the 1991 Northside Community Plan, and the Riverside Restorative Growthprint (RRG).

The intended outcome will be to unify and align current goals of the City and community with previous plans and studies for the area. Documents to study in detail will be provided by the City before or immediately following the Strategic Kick-Off Meeting.

As the assessment moves forward, we will analyze and summarize, in a visual and user-friendly format, our observations for demographic, psychographic, economic, land use, urban design, transportation, and infrastructure conditions impacting quality of life in the project area. For example, RICK will investigate the existing and proposed infrastructure conditions within and around the Northside Specific Plan area. This investigation will include streets and circulation, sewer, water, storm drainage, electrical, gas, and telecommunications facilities. The investigation will also include motorized and non-motorized connections to areas beyond the Specific Plan within the cities of Riverside and Colton. This will allow the designers to identify areas where upgrades are necessary, and suitable land uses that are consistent with the existing and planned infrastructure can be planned without placing an undue burden on the existing infrastructure.

The Baseline Assessment will build a foundation for the conceptual planning process. It will reveal important context and possible solutions for an active public engagement process. Specifically, the RICK Team will provide a market trends memo, an inventory of existing land uses, an evaluation of the existing street and open space network (including an identification of current mode split), and general impediments to the use of alternative modes of transportation, and capital improvements that are planned or ongoing. An analysis map will examine major/minor destinations in and near the project area, as well as the pedestrian connections to neighborhoods and apartment complexes to those destinations as part of the land use investigation.



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Specifically, we will take into account beautification and improvements for Center Street, Orange Street and Columbia Avenue. We will integrate goals specified by the community in previous planning efforts and community dialogue, including the Ab Brown Sports Complex and former Riverside Golf Course, and Pellissier Ranch. RICK Team member Keyser Marston Associates (KMA) is prepared to complete a highest and best use (HABU) analysis for both properties.

The RICK Team will also evaluate market opportunities for a range of land uses including multi-family and single-family residential; industrial, retail, and office development; and recreational/cultural. Specific tasks will entail analysis of demographic and economic trends, assessment of market performance factors for each land use sector, and interviews with key stakeholders, including real estate professionals and community representatives. The RICK Team will estimate achievable absorption by land use type and recommend land use scenarios that emphasize community revitalization and economic development opportunities. All recommendations will take into consideration the Riverside Restorative Growthprint's Economic Prosperity Action Plan (RRG-EPAP)

Listed below is a comprehensive list of all of the graphics and corresponding studies that will be included in the Baseline Analysis.

**Work Products**

- Market Trends Memo
- Land Use and Development Opportunities and Constraints Map
- District Destinations Opportunities and Constraints Map
- Open Space Opportunities and Constraints Map
- Multi-modal Transportation Opportunities and Constraints Map
- Environmental Opportunities and Constraints Map
- Annotated Matrix of Capital Improvements; identified from Existing Plans
- HABU Analysis for Ab Brown Sports Complex, former Riverside Golf Course, and Pellissier Ranch
- Hydrology and Storm Water Quality Study
- Baseline Report
- Traffic Counts

**COST: \$236,932.00**

**TASK 5. WORKSHOP #1: PROCESS AND INTENT**

*Process*

The RICK Team will host a workshop to bring community stakeholders together; inform them of the planning process; review issues, opportunities and constraints; encourage participation in future tasks; conceptualize potential community improvements and initiate the foundation of a common vision. The RICK Team will also present preliminary background analyses, review the schedule, and facilitate dialogue about desires and concerns related to the project.

*Intent: Goals and Performance Objectives*

A key element of the workshop will be to define preliminary performance objectives, i.e. what stakeholders want to improve in their community. The Rick team will facilitate and solicit this input from the community, e.g. by identifying categories, topics and issues for the community to address. For example, the Rick team may ask stakeholders to address topics such as road safety, truck traffic, air quality, access to community facilities and parks and open spaces.

Performance Objectives will be organized under broad goal headings to assure comprehensive intent and a comprehensively successful outcome. The following general goal headings are anticipated:

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- Neighborhoods & Land Use
- Natural and Cultural Resources Management
- Mobility and Transportation
- Environmental Health
- Economic Development
- Access to Art/Culture

We envision this workshop featuring focus groups and an evening public meeting at a convenient, well-known location to be determined by the City.

#### **Work Products**

- Agenda and Presentation Materials for Workshop #1
- Workshop #1 Meeting
- Summary Memo, Public Comments Received at Workshop#1
- Supplementary Online Community Survey
- Community Goals and Performance Objectives Report

**COST: \$37,110.00**

#### **TASK 6. PRINCIPLES, GOALS, OBJECTIVES, & DRAFT PERFORMANCE METRICS**

##### *Vision and Identity Strategy*

An important goal for our process will be to clearly communicate a preliminary vision, principles and goals for the City and community through a “brand aesthetic.” Our strategy will build upon existing branding elements from previous community input, as well as our working knowledge and understanding of the project area, kick-off meeting input, site tour and Baseline Assessment, to create a visual representation for the project area. The brand aesthetic is not intended to represent a planning or design solution. However, it is important for the community to feel represented with a cohesive and reflective identity.

We understand that branding discussions may have taken place as part of the ORON process. If a brand aesthetic is determined not to be necessary, this step of the process will be focused on establishing broad principles which will be used to inform an emerging vision.

Principles are statements of value, i.e. what the community and stakeholders find important and integral to the Northside neighborhood. These principles may include notions such as diversity, inclusiveness, safety, multi-cultural, and historic preservation.

We will test the brand aesthetic through the community engagement process. This will help us pair ideas for what the future of the neighborhood may look like with distinguishable elements that sets our neighborhood study apart from others. This strategy will be used as the outbound main messaging and overall tone to be carried through all materials. This includes both the internal and external main messages to be communicated to our audience and staff. Beyond specific platforms, we hope to create a message that gets the attention of visitors and truly tells the story of the Northside Neighborhood area.

#### **Work Products**

- Vision, Principles and Goals Report
- Brand mark (logo)
- Slogan/tagline
- Facebook header
- Twitter header and background
- Press release template

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- Writing style guide

#### *Draft Performance Metrics*

Following Workshop #1, the RICK Team will synthesize its key findings from key stakeholder input and craft a metrics framework that will guide the development of conceptual plan elements. These draft metrics will be used to test alternative designs for the Specific Plan, and to evaluate whether one alternative is performing better than another. Metrics can be used to address basic questions in evaluating alternatives. For example, which alternative creates the most connectivity between parks, open spaces, and the Santa Ana River? Which alternative will yield the most opportunity for desired types of new development in the area? Which alternative best addresses land use compatibility objectives?

#### *Benchmarking*

A benchmarking process may be used to help the team understand and define metrics relative to other successful projects. To provide a point of reference for what these numbers actually mean, baseline conditions and performance metrics are compared to industry standards, best practices, and comparable facilities. Without this comparison, there is no point of reference for the meaning of subsequent measurements.

Previous project experience and well-documented case studies housed on the firm's portal, an internal website for sharing knowledge and information, provide benchmarks.

#### *Synergies*

The Rick team will seek organize community and stakeholder intent with the following principles in mind:

- Determine common interests between various stakeholder groups;
- Seek out synergies between performance objectives, e.g. green space that provides environmental, community and economic performance benefits;
- Seek out the interaction or cooperation of different stakeholder groups and organizations at the beginning of the planning process, to facilitate a combined effect that integrates diverse objectives.

#### **Work Products**

- Performance Metrics Report
- Benchmark Report: Case Studies

**COST: \$61,083.00**

#### **TASK 7. DEVELOP CONCEPTUAL MASTER PLAN ALTERNATIVES**

Based on the findings of the Baseline Assessment, stakeholder meetings and performance metrics analysis we will develop a range of 3 to 5 Conceptual Master Plan alternatives. These plans will identify strategies for improving connectivity, neighborhood character, public realm, quality of life, and sense of identity, sustainability and economic development. The plans will leverage public infrastructure improvements and encourage investment in the study area. We will test alternatives for future uses that maximize desired development types and propose improvements to infrastructure, including all aspects of the walking, biking and transit realms. As the potential land use alternatives are developed for the specific plan area, RICK will also estimate long-range traffic forecasts for the roadways within the specific plan area. The forecasts will be estimated using the Riverside County Transportation and Analysis Model (RivTAM) for up to 5 different land use scenarios, and will be compared to the San Bernardino County Transportation Analysis Model (SBTAM), and manual adjustments made if necessary.

A number of studies will be used to inform and develop Master Plan Alternatives:

- Contextual Influences

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- Primary Assets and Liabilities, Opportunities and Constraints
- Stable Plan Areas and Areas Requiring Redevelopment
- Mobility Analysis for Automobile and Transit
- Community Input Plan Diagrams
- Walkability Analyses/Walk Scores
- Streetscape Analyses
- Community Facilities and Associated Spatial Needs

The Rick Team will develop implementable design concepts for improvements in the public realm. We will work with the overall team to develop a common vision. The framework for the Conceptual Master Plan Alternatives will be established and refined during a visioning workshop that will engage the design team, project sponsors, and key stakeholders as appropriate. We will identify a range of implementable improvements in the public realm to address deficiencies and strategic improvements focusing on circulation and connectivity, outdoor place making, public open space, economic and urban development, housing options and affordability, sustainability, and place making.

Finally, we will test our assumptions and design proposals by engaging a select panel of real estate and economic development experts, to evaluate the proposed improvements and development, and our economic model assumptions. Identified below are key steps in the process. These will be developed as exploratory frameworks to inform actual plan development. Implementation programs will include traditional zoning strategies and a modified Form Based Code as part of the Specific Plan based on the local jurisdictions preference.

*Exploratory Plan Frameworks*

a. Circulation and Connectivity Vision: We will analyze and develop a multi-modal street and open space framework that connects places where people with work, play, education, cultural and shopping destinations. This will include improvements to sidewalk and trail networks, street and pedestrian lighting, wayfinding and gateway signage, signature crosswalks, parking strategies, shaded pedestrian realms that connect to transit opportunities, street furniture, and other amenities that reflect the unique identity of the area. Our system will improve vehicular connectivity, improve safety and comfort for all users, connect multi-modal transit to pedestrian and bicycle routes and to major destinations, and reduce barriers to neighborhood connectivity such as gaps in sidewalks and lack of signage to parks, schools and other community facilities. Industrial truck traffic and associated impacts represent a critical community issue and will be given serious attention by the RICK Team.

b. Economic and Urban Development Framework: The RICK Team will propose public and mixed-use catalytic development projects that enhance the identity, activity, and appeal of the Northside Neighborhood based on a feasibility and market analysis. Using the Riverside Restorative Growthprint's Economic Prosperity Action Plan as a guide, the RICK team will employ strategies that will include means to expand/create public partnerships, leverage investment, and capitalize on existing area plans. The analysis should examine means to retain and create new businesses in the area, including retail, dining, grocery stores, and recreation. Our analysis will include ideas and concepts that can showcase the area's identity, history, and unique aspects created through livable center improvements. The analysis will specify strategies to guide infrastructure replacement as opportunities arise and as redevelopment occurs.

c. Housing Choice and Affordability Concepts: Our team will propose catalytic development concepts and strategies that diversify, grow and evolve the existing housing stock in a manner that promotes upward mobility for area residents, preserves the quality and character of historic neighborhoods, promote reinvestment, and improve the living conditions and quality of life of area residents.

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d. Sustainability Solutions: We will identify strategies that support the six livability principles of the Federal Partnership between HUD, DOT and EPA (provides more transportation choices, promote equitable, affordable housing, enhance economic competitiveness, support existing communities, coordinate policies and leverage investment, and value communities and neighborhoods) and how the Specific Plan can help advance and/or support the broader mission and intent of the Riverside General Plan. The RICK team will also use the Riverside Restorative Growthprint's Climate Action Plan as a reference guide when considering sustainability efforts.

e. Placemaking and Image: The Northside Neighborhood is a premier gateway into the City of Riverside. Areas within and outside the Northside Neighborhood should reflect the overall brand of Riverside, while also promoting the local neighborhood identity. We will identify ways to create a sense of place and identity such as through landmarks, wayfinding, design, and other place-making elements.

f. Hybrid Form Based Code: Emphasis will be placed upon defining the physical form of the community, with a high quality public realm. Relationship between building facades and public realm will be defined as typical conditions, rather than throughout the entire community. Building forms, building mass and building relationships, and the scale and types of streets and blocks will be defined. Conventional zoning recommendations will be combined with Form Based Code to graphically define requirements.

#### **Work Products**

- Circulation and Connectivity Vision
- Economic and Urban Development Framework
- Housing Choice and Affordability Concepts
- Place Making, Image, and Branding
- Sustainability Solutions
- 3 Alternative Concept Master Plans
- Street Hierarchy, including Gateways
- Land Use
- Community Facilities
- Parks and Open Space
- Cultural and Historic Resources
- Stormwater Management
- Illustrative Renderings to highlight Neighborhood Character
- Landscaping and streetscape designs that build upon improvements to be implemented along major streets such as Center Street, Orange Street and Columbia Avenue
- Form-Based Code Options
- Branding and wayfinding that build upon initial efforts established by the neighborhood
- Gateway and documentation improvements that incorporate initial efforts to enhance attractiveness of the entrances to the various neighborhoods
- Additional features that bolster the identity of the neighborhood as unique, identifiable and marketable
- Hybrid Form Based Code

**COST: \$157,934.00**

#### **TASK 8. WORKSHOP #2: ALTERNATIVES EVALUATION**

The RICK Team will conduct a day-time workshop and an evening open house. The purpose will be to gain insight from the area's key stakeholders concerning support/concern for potential plan alternatives. Stakeholders may include major landowners, business owners, residents, utility providers in the area, or others as deemed important to the process. During the course of the workshop, we will provide ideas for up to three plan alternatives for consideration.

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These alternatives will be evaluated against a set of performance criteria set up from the project goals and Critical Success Factors (established during the Kick-Off). Participants will have an opportunity to evaluate the alternatives during the closing open house of the workshop. For community members and interested stakeholders that are unable to attend the workshop, our team will create an online survey through which citizens can provide feedback on alternatives at a time convenient for them.

**Work Products**

- Agenda for Workshop #2
- Workshop #2 presentation materials
- Workshop #2
- Summary Memo of Public Comments Received At Workshop #2, and Surveys Results.
- Supplementary Online Community Survey

**COST: \$37,557.00**

**TASK 9. TYPICAL DESIGN CONCEPTS**

The RICK Team will take the analysis information and public input, online survey and articulate a single vision for future development in the area. This vision will provide the basis for the implementation of the plan. We will then further refine and develop the design details. The RICK Team will create sections, and sketches that communicate a preferred design for proposed mixed use infill areas, streetscape, landscape, environmental graphics and theming and parks/ open space. We will focus on feasible and implementable improvements in the public realm, working closely with the City, sponsors and stakeholders to ensure that specific solutions bring greatest advantage to community goals. These improvements will be defined with target timelines for realization. The goal will be to develop adequate programmatic and design detail to develop master plan level cost estimate that will inform the implementation plan, outlined in a later task. The effort will focus on creating a ‘preferred alternative’ package. Working closely with the City and stakeholders, we will identify public realm ‘projects’ to be developed in detail, as well as design guidelines that will be formalized. We will describe what improvements should be implemented, as well as where and when they should occur. This will set the stage for our next task, in which we will define how these improvements will be realized.

**Work Products**

- Prototypical Housing Concepts
- Prototypical Commercial Concepts
- Prototypical Retail Concepts
- Prototypical Mixed-Use Concepts
- Prototypical Park and Open Spaces Concepts
- Prototypical Streetscape Concepts
- Prototypical Environmental Graphics Concepts

**COST: \$67,868.00**

**TASK 10. IMPLEMENTATION FOR PROPOSED CATALYST PROJECTS**

Based on the final approved preferred alternatives for the public realm improvements in the project area and the proposed redevelopment concept, we will develop a “road map” for realization of the identified catalyst projects. Work will focus on defining concrete incremental steps and timeframes. Utilizing data, case study information, and final design solutions developed in previous phases, and working with key stakeholders, we will outline an implementation sequence for public realm improvements.

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The RICK Team will propose funding and implementation structures which are appropriate to the strategies and improvements conceived in the plan and commensurate to the fiscal and organizational resources available. The team will examine the capacity of the City to fund and implement recommended improvements and programs. Other approaches that the RICK Team will consider for potential methods and financing mechanisms to fund needed public improvements and facilities to stimulate desired development in the Study Areas which may include: Community Facilities Districts (CFDs), Enhanced Infrastructure Financing Districts (EIFDs), Community Revitalization and Investment Areas (CRIAs), Affordable Housing and Sustainable Communities Program, and New Markets Tax Credits, among others.

Once the City and the RICK Team have identified preferred land use scenarios for the project area/sub-areas, the Rick Team will formulate recommendations to expedite implementation of the proposed Specific Plan. These will address actions to encourage desired community reinvestment and new development, as well as methods of funding for proposed infrastructure improvements and public facilities.

#### **Work Products**

- Catalyst Projects Implementation Report

**COST: \$11,153.00**

#### **TASK 11. WORKSHOP #3: PREFERRED PLAN DEVELOPMENT**

The RICK Team will present the pro-forma recommendations, findings, and overall concepts at a workshop. Work will focus on defining concrete incremental steps and timeframes. Utilizing data, case study information, and final design solutions developed in previous phases, and working with key stakeholders, we will outline an implementation sequence for public realm improvements.

Exercises used at the workshop will include brainstorming funding and implementation structures, which are appropriate to the strategies and improvements conceived in the plan. The task will conclude with final presentation and publication of recommendations. For community members and interested stakeholders that are unable to attend the workshop, our team will create an online survey through which citizens can provide feedback at a time convenient for them.

#### **Work Products**

- Agenda for Workshop #3
- Workshop #3 Presentation Materials
- Workshop #3 Meeting
- Summary Memo of Public Comments Received At Workshop #3
- Supplementary Online Community Survey and Survey Results Memo

**COST: \$36,365.00**

#### **TASK 12. DRAFT DIGITAL SPECIFIC PLAN**

The RICK Team will develop final graphics to support the vision and implement the projects. A digital document will be crafted that communicates the overall outcomes of the Specific Plan study. The plan will include the vision, land use program, mobility strategies, environmental management programs and the implementation plan. The plan may also include prioritized projects that could serve as a catalyst for development.

- Prioritized Project List
- Draft Specific Plan
- Initiate CEQA Process
- Agenda and Presentation Materials for Plan Presentation

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- Draft Plan Presentation Meeting
- Summary memo of direction received during the Draft Plan Presentation

**COST: \$144,579.00**

**TASK 13. PROGRAM ENVIRONMENTAL IMPACT REPORT**

A focused, well-managed effort on the preparation of the Program Environmental Impact Report (PEIR) is crucial to achieving the City's processing goals. The project management element of the PEIR includes participation in conference calls and regular weekly email progress reports to the RICK Team. A key element of the progress report is identification of key upcoming issues and obstacles, as well as a restatement of tasks completed during the previous month. This communication helps identify environmental issues as early in the process as possible, thereby allowing quick resolution of issues and maintaining project momentum.

RICK Team member, Dudek, will participate in the Strategic Kickoff Meeting to finalize the project description and to review roles, communication procedures, and points of contact. The type of technical reports being prepared will be determined and any outstanding information needed from the City in order to commence the environmental review process will be identified.

Once agreement is reached on the project description for the PEIR, the Initial Study/Notice of Preparation (NOP) will be prepared. The Initial Study will follow the City's approved format. The intent of the Initial Study is to document the areas that are expected to have less than significant impacts with substantiation. Based on our experience, we expect the following issue areas to be found less than significant and therefore not to be discussed further in the EIR:

- Agricultural/forestry resources and mineral resources.

The purpose of the Initial Study is to disclose to the public and decision makers the potential scope and issues to be addressed in the PEIR. The purpose of the NOP is to solicit input from the public or other agencies on the scope and content of the forthcoming PEIR. It will be important to work out the timing of the release of the NOP with the Stakeholder Engagement Strategy related to the visioning and planning efforts for the Specific Plan.

Public Scoping for the project will consist of issuance of an NOP by the City and incorporation of comments received on the NOP as required by CEQA. The RICK Team will coordinate and lead a Public Scoping Meeting in coordination with the City's Planning Division. The meeting will be initiated with an overview of the project description, the goals of the Specific Plan and the PEIR scope of work, based on the initial study. The topics introduced by the public in this meeting will be addressed in the draft PEIR.

Input from the scoping process, including any public input from the planning process, as well as comments received during the NOP public comment period will be used to prepare the screen check draft PEIR. The draft PEIR will be prepared in conformance with the criteria, standards, and provisions of CEQA of 1970, the California Public Resources Code Section 21000 et seq., and the State CEQA guidelines.

Following the scoping process, the project description will be detailed in the draft PEIR. It is important that upon commencement of the draft PEIR, the project description be agreed upon and no significant changes be made to the project description. The technical reports outlined above will serve as the cornerstone to the PEIR analysis.



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The draft PEIR will include the issue areas that the initial study determined could be potentially significant either with or without mitigation. Based on our understanding of the project so far, we anticipate that the PEIR would address the following issue areas:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Conservation
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use
- Population/Housing
- Public Services
- Noise
- Transportation/Traffic
- Utilities/Service Systems
- Cumulative Impacts, Alternatives (up to four)
- Growth-inducing Impacts/Irreversible Impacts.

The environmental process includes three rounds of review and revisions to the screen check draft PEIR by the City and its legal counsel. Upon approval of the draft PEIR to be released for public review, the Notice of Completion (NOC) will be provided and executive summary to accompany the draft EIR for review and signature.

At the close of the public review period, the RICK Team will review the comments received and meet with City staff to develop the strategy for responding to substantial comments. Draft responses to comments received on the draft PEIR will be prepared and provided to the City for review and comment. The Final PEIR will include copies of all written comments received on the draft PEIR and responses to these comments. If needed, an erratum from the draft EIR that incorporates minor changes, additional information, or corrections made from the draft EIR to the final EIR will be prepared. The errata will be included in the Final EIR. CEQA requires the preparation and adoption of a Mitigation Monitoring and Reporting Program (MMRP) to address all mitigation measures required by the EIR (Public Resources Code 21081.6). The RICK Team will prepare a summary of the program and will prepare a matrix of mitigation measures that identifies (1) the agency/agencies responsible for their implementation and monitoring, (2) the monitoring and reporting schedule, and (3) completion requirements. The MMRP will be developed and finalized during the final phase of the Final PEIR preparation.

The Rick Team will use the City's standard format for findings and prepare a draft for the City to review, finalize, and use in its staff report. The RICK Team will also prepare a draft statement (or statements) of overriding considerations, if it is determined to be warranted as a result of the environmental analysis.

- Initial Study
- Notice of Preparation
- Public Scoping Meeting
- Technical Reports
- Screen Check Draft PEIR
- Draft PEIR
- Notice of Completion
- Response to Comments
- Erratum Sheet
- Mitigation Monitoring and Reporting Program (MMRP)

**SCOPE OF SERVICES**

**NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH INTER-JURIDICTIONAL SPECIFIC PLAN  
AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

- Final PEIR
- Draft Statement (or Statements) of Overriding Considerations

**COST: \$385,100.00**

**TASK 14. FINAL SPECIFIC PLAN REVIEW**

The RICK Team will provide one round of revisions to finalize the Specific Plan. Upon completion of the review and revision of the document, we will deliver the final document package to the City.

- Final Specific Plan document
- Original files in editable format, including graphics and GIS files

**COST: \$67,203.00**

**TASK 15. REIMBURSABLE COSTS**

The Rick Team has identified the following budget for reimbursable expense including travel, reproduction, and miscellaneous costs.

**COST: \$17,000.00**

**TASK 16: POTENTIAL REIMBURSEMENT FEE**

The City desires to evaluate options and mechanisms available to recuperate the costs of the Northside Specific Plan and EIR process pursuant to California Government Code Sec. 65456(a). One possible approach is to establish a reimbursement fee to be collected from property owners/developers as they developer projects pursuant to the adopted Specific Plan. The City can adopt a reimbursement fee after the Specific Plan is adopted, and must demonstrate that the fee charged is commensurate with the benefits generated to the affected properties. At the conclusion of the Specific Plan process, KMA will prepare a nexus analysis in support of a reimbursement fee schedule. KMA will participate in discussion with Rick and the City to review total Plan/EIR costs, areas of benefit from the Plan, and potential methods of allocation, including land area, development yield, and/or building permit valuation. The nexus analysis will also consider approaches to addressing City-owned property within the Plan area, as well as the extension of the planning efforts within the jurisdiction of the City of Colton. KMA will submit a draft nexus analysis for review and comment by City staff and legal counsel. Upon receipt of consolidated feedback, KMA will issue a final nexus analysis.

**Work Products**

- 1 Draft
- 1 Final Report
- 3 Teleconferences

**COST: \$6,500.00**

<b>TOTAL PROJECT COST:</b>	<b>\$1,551,612.00</b>
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## SCOPE OF SERVICES

### NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH INTER-JURIDICTIONAL SPECIFIC PLAN AND PROGRAM ENVIRONMENTAL IMPACT REPORT

#### TASK 17: OPTIONAL SERVICES

The Rick Team has identified two optional services including a Fiscal Analysis and a Prioritized list of Projects. These services would be completed concurrent with the draft Specific Plan, or after the draft Specific Plan is completed. Task 17 includes a Fiscal Impact Analysis of the proposed land uses, and identification of projects that can stimulate private investment. The implementation of Task 17 is contingent on the City determining that the optional efforts are necessary or desirable, and the ability of the City to securing additional funding.

**COSTS: \$16,830.00 Fiscal Impact Analysis; \$24,830.00 Prioritized List of Projects**

<b>TOTAL PROJECT COSTS + OPTIONAL SERVICES:</b>	<b>\$1,593,272.00</b>
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#### SCHEDULE:

The following schedule is an outline that reflects the timing of tasks as identified in the original proposal submitted in response to the City’s Request for Proposals (RFP). The schedule below shall be refined to reflect the scope of work identified above, a start time based on the kick-off meeting date, and other necessary work identified during the initial kick-off meeting. A final schedule shall be provided to the City for approval following the kick-off meeting, and shall be consistent with the timeline identified in the City’s published RFP.

NORTHSIDE SPECIFIC PLAN SCHEDULE – 20 MONTHS		2016					2017					2018											
TASK	TASK DESCRIPTION	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	
1	PROJECT MANAGEMENT																						
2	STRATEGIC KICK-OFF PROGRAM	*																					
3	STAKEHOLDER ENGAGEMENT STRATEGY																						
4	BASELINE ASSESSMENT & ENVIRONMENTAL TECHNICAL STUDIES																						
5	WORKSHOP #1						*																
6	PRINCIPAL 5 GOALS, OBJECTIVES & DRAFT PERFORMANCE METRICS																						
7	DEVELOP CONCEPTUAL MASTER PLAN (5) ALTERNATIVES & TESTING & START OF NOP PROCESS																						
8	WORKSHOP #2										*												
9	TYPICAL DESIGN CONCEPTS & TESTING																						
10	PRIORITIZED PROJECT LIST																						
11	IMPLEMENTATION FOR PROPOSED CATALYST PROJECTS																						
12	WORKSHOP #3													*									
13	DRAFT SPECIFIC PLAN																						
14	FINAL SPECIFIC PLAN REVIEW																						
15	PROGRAM ENVIRONMENTAL IMPACT REPORT																					*	
*	TENTATIVE MEETINGS & PRESENTATIONS																						

**EXHIBIT "B"**  
**COMPENSATION**



**EXHIBIT "C"**

**KEY PERSONNEL**

**NORTHSIDE NEIGHBORHOOD & PELLISSIER RANCH INTERJURISDICTIONAL SPECIFIC PLAN  
AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

**CONSULTANT'S PERSONNEL LIST**

COMPANY & STAFF	TIME AVAILABLE
<b>RICK LEONARDI ENGINEERING COMPANY</b>	
Robert Stockton, PE, LEED AP (Principal-in-Charge/Quality Control & Assurance)	20% weekly
Brian Mooney, FAICP (Principal/Specific Plan/Environmental Program Manager)	25% weekly
Brian Stephenson, PE, TE, PTOE (Traffic)	25% weekly
Richard O'Neill, PE (Infrastructure)	
Maria Miranda (Infrastructure)	
Dan Mallec (Specific Plan)	30% weekly
Greg Mattson, AICP (Specific Plan)	
Martin Flores, PLA (Specific Plan)	30% weekly
Suchi Mukherjee (Specific Plan)	
Marcus Bush (Specific Plan)	
Brendan Hastie, PE, LEED AP (Drainage/Stormwater Task Leader)	
<b>DESIGN WORKSHOP</b>	
Kurt Culbertson, FAICP, FASLA, LEED AP (Planning & Urban Design Program Manager)	10% weekly
Chuck Ware, PLA, LEED AP (Landscape Architect/Planner)	30% weekly
<b>DUDEK</b>	
Carey Fernandes, AICP (Environmental/CEQA Task Leader)	20% weekly
Stephanie Tang (Environmental/CEQA) – <i>This staff person to be replaced</i>	
<b>EVANILLO CONSULTING</b>	
Eva Yakutis (Community Engagement Specialist)	30% weekly
<b>EVANS &amp; SONS</b>	
Joan Isaacson (Community Engagement Specialist)	35% weekly
<b>MARKET ANALYSIS</b>	
Paul Marra (Market & Economic Analysis Task Leader)	10% weekly