AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Overland, Pacific & Cutler, LLC Attn: Vicky Cook 2280 Market Street 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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

OVERLAND, PACIFIC & CUTLER, LLC, a Delaware limited liability company authorized to do business in California

By: _____
Brian Everett
[Printed Name]

President
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

24-1609.1 SDW 9/16/24

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

It is our understanding that the City is seeking to establish a list of qualified consultants in an effort to create an efficient and effective hiring process for City projects. The City is seeking experts in various specialities. Overland, Pacific & Cutler, LLC, a division of TranSystems (OPC) is interested in joining the panel for two of the five requested services: Acquisition Services (B) and Relocation Services (C), both business and residential. This proposal will emphasize Relocation Services. We have 145 dedicated, experienced right of way staff, many who live within a 20-minute drive from the City, all available to complete requested services. We maintain a Riverside office which is located 1.6 miles from the City offices.

RESIDENTIAL RELOCATION PLANNING AND ASSISTANCE

OPC has completed more than 60,000 relocations across the country, including temporary and permanent single and multi-family residential projects. Since our founding in 1980, we have dedicated ourselves to providing the highest level of service on every relocation case for all of our clients, all using detailed and thorough relocation plans.

OPC routinely provides relocation assistance to government agencies, housing authorities, non-profit organizations, school districts, transportation authorities, and developers. These services are designed to create a win-win situation for our client and the displacee, fostering an atmosphere of trust and respect among stakeholders.

Our Relocation Specialists excel because of our compassion. Team members have experienced and worked through many hardships with displaced families and are equipped to implement a smooth transition into a new home, both temporarily and permanently.

We have decades of experience developing techniques to relocate hard-to-house displacees into decent, safe, and sanitary housing that is within their financial means. Our team is local, and we have more than adequate staff to provide services requested. There is a detailed breakdown of scope for residential relocations provided in the Work Plan Narrative section of this proposal.

BUSINESS RELOCATION

OPC has provided complex business and industrial relocations since we started in 1980. Our Business Relocation Specialist meets with the business owners affected by the project to explain the relocation process and how reimbursement for actual, reasonable, necessary, and eligible expenses occurs, including the steps necessary to document and verify their entitlement. Business owners are given all required documentation needed to submit a claim, along with an explanation for each.

Our search for a replacement site considers all factors that will minimize their loss of patronage, zoning and permitting restrictions, specific licensing territories (manufacturers sometimes license or assign a specific retail or distribution area to a retailer to restrict competition), franchise restrictions, access issues, etc.

Our primary goal is keeping the viable businesses going. As business professionals ourselves, we like to seek out all options for the continued operation (their livelihood). We spend the time required with an owner or tenant to try and find out what makes their business successful and incorporate those factors into our replacement site search criteria. This approach is usually rewarded in terms of fewer businesses going out of business, yielding fewer legal issues for the client. Discussions with the affected businesses takes place with sufficient lead time for the affected business to plan for relocation or other arrangements to minimize adverse economic effects. A relocation plan under Title 25, Section 6038, or any Federal counterpart, is prepared to assess potential displacement issues, identify potential relocation resources, and describe relocation planning procedures. Our staff is local, and adequate to provide services requested. There is a detailed breakdown of scope for business relocations provided in the Work Plan Narrative section of this proposal.

PROJECT MANAGEMENT

Project Management will be led by Melissa Mann, with oversight from Vicky Cook, Martha Victoria and Michele Folk, as needed. OPC has a dedicated project controls team that will manage the acquisition reports, documents, spreadsheets, and agreements associated with the project, along with other administrative tasks, including coordination of mailings, approval requests, and recording of executed deeds. A dedicated back-office project controls team allows our agents to focus on building trust with landowners, tenants, and others in the field while project administration continues without delay.

OPC will participate in ongoing general consultation and project coordination with the City, the consultant team, other project team members, and stakeholders.

Management of project and financial records is an essential part of an auditable right of way program. As part of OPC project management activities, Melissa will be responsible for:

- Developing a project plan, administrative policies, procedures, and forms necessary to carry out the program cost-efficiently.
- Tracking and managing all budgetary-related aspects of the project associated with our Scope of Work.
- Preparing tracking reports that monitor the completion of tasks using tools such as the OPC QuickBase system.

The OPC quality assurance/quality control (QA/QC) program begins with preparation of a detailed plan communicating our approach and project objectives. The OPC QA/QC plan will be applied throughout the Project to ensure compliance. Any exceptions are promptly corrected as events occur. In addition to assuring quality work product, following the plan keeps the team on schedule, keeping the project on-time and within budget.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

KEY STAFF BIOS

We have identified multiple key staff who will provide the utmost client service to the City. This team will be responsible for working directly with the City. An organization chart follows, and full resumes are in the Appendix. In addittion to the staff listed here, we have a total of 140 right of way professionals available to service tasks as they arise. We are not anticipating the need for any subconsultants at this time.

Phone: (714) 767-9978

VICKY COOK

ROLE: PROGRAM OVERSIGHT

Vicky Cook, working from our Riverside office, oversees development of program managers and project managers within OPC. Vicky has acted as Program Manager for several large-scale transportation projects providing project management oversight for the implementation of acquisition, relocation services, property management and demolition, as well as oversight and management of cost controls, policy development, schedules, and risk assessment. Vicky's knowledge and experience in the Inland Empire is unmatched!

EDUCATION
B.A. Hospitality Management, Cal Poly Pomona

LICENSE
CA RE LICENSE # 01758695

YEARS OF EXPERIENCE
23

Phone: (949) 268-5710

MICHELE FOLK, PhD, SR/WA, R/W-NAC, R/W-RAC, R/W-URAC

ROLE: DIRECTOR/QA/QC

Since 1999, Dr. Folk has been a successful project manager and acquisition and relocation practitioner, consistently demonstrating her skills in both acquisition and relocation functions. Dr. Folk also brings over 31 years of business and leadership experience and demonstrates drive, commitment, caring, and an innate attention to detail in her work. She is a certified instructor for the International Right-of-Way Association, specializing in the relocation series.

EDUCATION
Ph.D., Trinity College, M.S., Clayton College, B.A/B.S., The Colorado College, A.S. Moorpark College

LICENSE
CA RE LICENSE # 01295356

YEARS OF EXPERIENCE
25

Phone: (310) 691-4619

MARTHA VICTORIA

ROLE: SENIOR PROGRAM MANAGER

Martha Victoria oversees all Southern California relocation staff at OPC. As the Senior Program Manager, Martha is responsible for contract administration, staffing commitments, project oversight, quality management, and overall client satisfaction. She brings two decades of temporary and permanent relocation experience to the team.

EDUCATION
Coursework, Infant Psychology/Pre-School Education, Haveriana University,

YEARS OF EXPERIENCE
22

Phone: (562) 304-2000

MELISSA MANN

ROLE: PROJECT MANAGER

Melissa has completed over 100 residential, complex nonresidential and billboard relocations. Additionally, she has performed over 660 right of way acquisitions in her career. She has a track record of successfully negotiating voluntary relocation and acquisition agreements with even the most difficult-to-please property owners and tenants. Melissa is a trained right of way professional with a 15-year career background in administration and customer support for a range of companies and institutions in the Southern California area.

EDUCATION
California State University San Bernardino, General Studies

LICENSE
CA RE LICENSE #01792520

YEARS OF EXPERIENCE
15

KEY STAFF BIOS, continued..

Phone: (562) 354-2455

NORMA JACQUEZ
ROLE: PROJECT MANAGER

Norma has more than seventeen years of relocation assistance experience and is bilingual/bicultural (English and Spanish). Her duties include initial interviews and evaluation, processing benefits, moving coordination, replacement site inspections, extensive file documentation, and final relocation assistance. During the relocation process, she ensures compliance with applicable federal, state, and local guidelines until project completion and guides clients through often complicated overlays of rules..

EDUCATION
Real Estate Coursework

YEARS OF EXPERIENCE
22

Phone: (562) 855-3160

DANIEL FURR
ROLE: SENIOR AGENT

In his role as a Senior Agent, Daniel specializes in all aspects of relocation services, with a strong emphasis on facilitating seamless business and residential relocations. His expertise extends to real estate acquisition, providing replacement housing referrals, and overseeing property management. Notably, he excels in crafting comprehensive relocation plans and estimating project costs for relocation initiatives. He collaborates extensively with housing authorities, particularly for Section 8 and public housing beneficiaries, managing diverse relocation cases for tenants, homeowners, businesses, non-profits, and affordable housing occupants

EDUCATION
Juris Doctorate, University of San Diego School of Law
B.A. in Psychology, University of CA, Los Angeles

LICENSE
CA BROKERS LICENSE # 01463486

YEARS OF EXPERIENCE
22

Phone: (213) 793-4979

STEVE LOPES
ROLE: SENIOR AGENT - BUSINESS RELOCATIONS

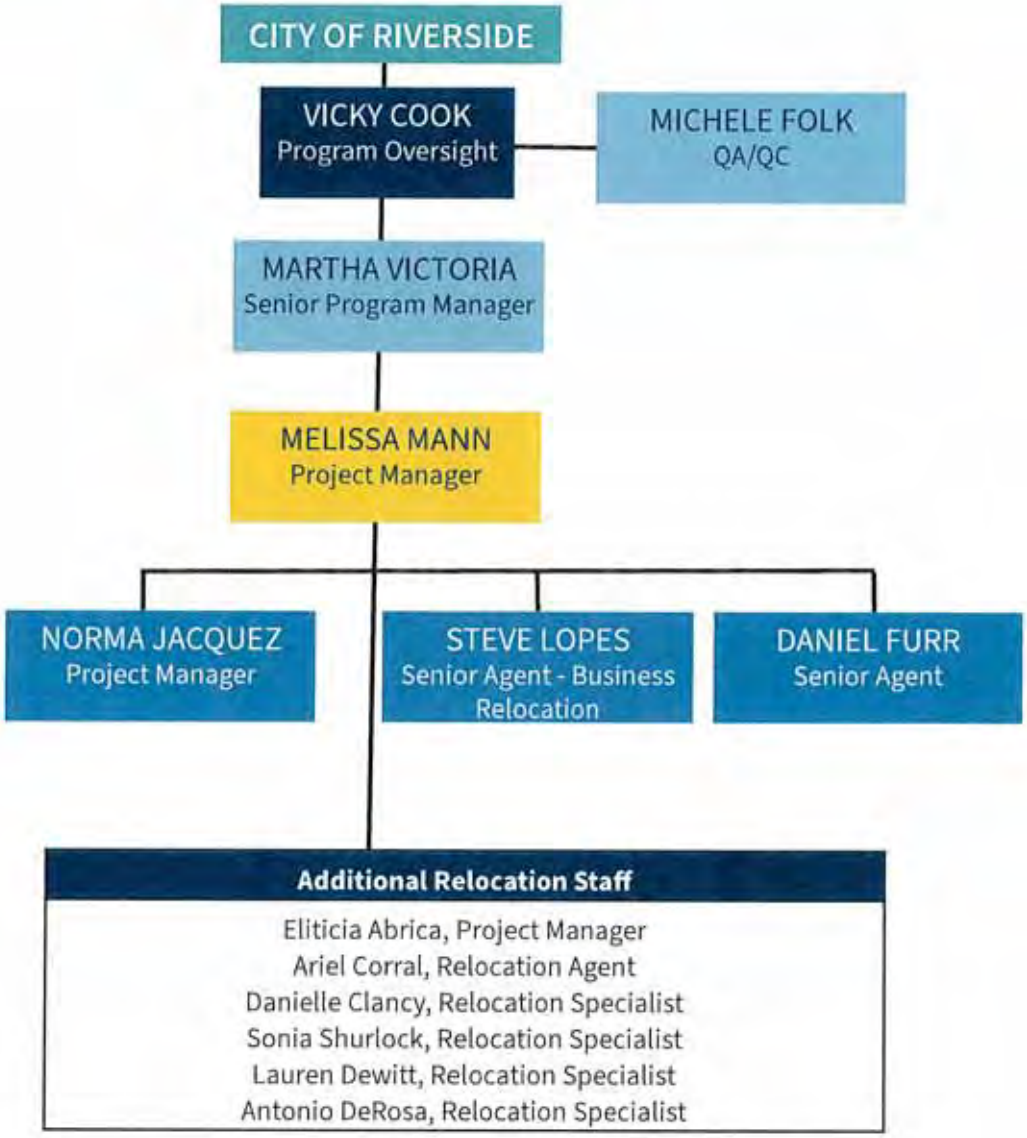
Steve has over 25 years experience in Property Management, Real Estate Brokerage, and Valuation. His background gives him expert relationship-building skills with tenants, land owners, and business owners to facilitate a smoother negotiation process for acquisitions. He is an experienced cost estimator. He has managed bank-owned properties, managed commercial tenants, managed commercial tenant improvements, performed property damage and occupancy inspections, performed valuations for banks and appraisal management companies.

EDUCATION
Real Estate Coursework

LICENSE
CA BROKERS LICENSE # 01856874

YEARS OF EXPERIENCE
36

ORGANIZATIONAL CHART



In addition to the staff named in this proposal, OPC has over 140 dedicated right of way staff that can be available when needed by the City.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

PARTNER ASSESSMENT CORPORATION

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Environmental Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and PARTNER ASSESSMENT CORPORATION, a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Environmental Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Environmental Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Partner Assessment Corporation Attn: Jenny Redlin 2154 Torrance Blvd., Suite 200 Torrance, CA 90501

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____ for
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

PARTNER ASSESSMENT CORPORATION,
a California corporation

By: _____
Jenny Redlin
[Printed Name]
Principal
[Title]

and

By: _____
Monique Burrola
[Printed Name]
Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. UNDERSTANDING AND APPROACH

STATEMENT OF UNDERSTANDING AND CAPABILITY TO PERFORM THE WORK

Partner understands the objective of The City of Riverside, Community & Economic Development Department, Real Property Services Division (The City) as stated in the Scope of Work, Exhibit E, to perform Phase I and II ESA services for The City-designated properties per U.S. Environmental Protection Agency (EPA) *40 CFR Part 312, Standards and Practices for All Appropriate Inquiries (AAI); Final Rule* and *ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-21* in addition to performing Asbestos and Lead-Based Paint Surveys. Partner intends to assess the likelihood that recognized environmental conditions or hazardous building materials (HBM) are present at the properties from current or historical use and/or development or from a known and reported off-site source. Details regarding Partner's capabilities to carry out the specified Scope of Work, staffing and organization, and proposed approach are provided in this section.

Prerequisites: Partner has completed over 700 environmental projects in Riverside. We have over 15 years of experience in providing similar services as described in Exhibit E, Environmental Site Assessment. Partner is a registered as a "Prospective Bidder" on the City's electronic bidders list, PlanetBids.

Partner Projects Completed in Riverside

PROPOSED PROJECT APPROACH

Partner firmly understands how imperative proper due diligence activities are to effectively assess environmental risks at a given property. An appropriate assessment is the foundation for classifying environmental risks including future liabilities, potential property use restrictions, and possible environmental remediation requirements.

A Phase I Environmental Site Assessment (ESA) in conjunction with a Phase II ESA (e.g., subsurface investigation), when necessary, will provide The City with the information needed to appropriately assess the environmental risk at each property, as will surveys for the presence of lead-based paint and/or asbestos.

Phase I Environmental Site Assessments (ESAs)

At Partner, we believe that a Phase I ESA is more than just a report. As the **nation's leading provider of Phase I ESAs (approximately 25,000 Phase I ESAs completed annually across the United States and approximately 4,500+ completed annually in the state of California)**, we understand the need to provide timely, accurate, and thorough information to make informed project decisions. We routinely perform comprehensive Phase I ESAs within shortened timeframes to meet our client's schedules.

The City's requested services will follow all relevant standards, codes, and regulations. Your Partner Project Team, which includes experienced professionals like Geologists, Engineers, and Environmental Professionals,

conducts thousands of environmental assessments each year. This proven approach ensures cost-effective due diligence services. It enables us to provide detailed explanations of environmental issues, liabilities, and solutions for your projects.

The ESA will be performed under the responsible charge of an Environmental Professional and will include the following essential components:

- **Historical sources** including building department records, historical aerial photographs, local street directories, fire insurance maps, topographic maps, chain of title and lien search, in addition to other credible sources of past uses or occupancies shall be reviewed. Copies of available historical records, from database provider, ERIS, will be included in report.
- **Regulatory Records** including local, state, tribal and federal databases will be reviewed according to the current search distances within E1527-21.
- **Review of Regulatory Files or Interview** of state and local government officials will be conducted in person, by telephone, or in writing to obtain information on permits and compliance history associated with hazardous substances and petroleum products, and information indicating recognized environmental conditions in connection with the property. These records may include available building permits.
- **Owner/Occupant Interviews** including past and present owners, occupants, neighbors, and/or other persons who are familiar with the property shall be attempted in person, by telephone, or in writing regarding the history, operations, management, waste management practices, and other environmental considerations for the property as those persons are available and open to an interview.
- **Site Reconnaissance** will be performed. This shall include a reasonable observation of the property and structures, the periphery of the property, the interior common areas of structures, and a representative sample of occupant spaces. Items such as current and past uses of the property and adjoining properties; obvious geologic, hydrogeologic, and topographic conditions; structures; roads; potential hazardous substances and petroleum products; storage tanks; odors; pools of liquid; drums; containers; surface waters; suspected fill materials; stained soil or pavement; stressed vegetation; solid waste; wastewater; wells; and septic systems shall be noted as reasonably and visibly observed.
- **Other Observations** are considered as a service to our clients. Unless otherwise instructed, research of additional issues including radon and oil and gas exploration activities, and observation for the presence of lead-based paint, asbestos-containing building materials, and mold will be conducted as part of this project. Testing, sampling, and analysis of these items is not included in this proposal unless specifically stated within the scope of work.

Phase I ESA Experts

Partner's Technical Leadership Team sits on the ASTM committee for development of new requirements for the Phase I ESA Standard.

In a Phase I Environmental Site Assessment (ESA), the goal is to investigate the property's previous ownership and its past and current use. This inquiry follows established practices to identify evidence of recognized environmental conditions (RECs), historical RECs (HRECs), and controlled RECs (CRECs), as defined by the Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) requirements and in accordance with the American Society for Testing and Materials (ASTM) Designation E1527-21.

We obtain relevant background information pertaining to the physical setting of the property from readily available sources which may include, but are not limited to, the California Regional Water Quality Control Board (RWQCB), California Integrated Waste Management Board, local hazardous waste enforcement agencies, the California Environmental Protection Agency (Cal-EPA), U.S. Department of Agriculture, the U.S. Geological Survey (USGS), the U.S. Fish and Wildlife Service (USFWS), tribal records, local fire departments, interviews with local municipal agencies, and the submittal of Freedom of Information Act (FOIA) requests to local, state and/or federal agencies, as necessary. Our review will also include permitted and leaking underground storage tanks; hazardous materials storage and waste generation in a detailed review for the site and adjacent properties only; landfills; state and federal Superfund sites; precursor Superfund sites (CAL-Sites and CERCLIS listings); hazardous waste and substance sites (HWSSL); activity use limitations; and environmental clean-up liens.

Further, Partner reviews regulatory database information which outlines federal, state, and local regulatory databases that the subject property may have been or currently is affiliated with. These regulatory databases include, but are not limited to, details related to permits (current and former) maintained by the property and/or regulated/hazardous wastes which may have been stored onsite. These regulatory databases also provide a comprehensive insight as to whether prior violations and/or impacts requiring remedial action have occurred on the property.

A reconnaissance-level site visit will be conducted as part of every Phase I ESA to observe general site conditions. Partner will tailor each site reconnaissance based on former use of the property and potential hazardous materials or areas of concern that would be associated with such facilities (e.g., solvent use at a former dry cleaner).

Partner personnel will note any evidence of the use, storage, handling, release, or disposal of potentially hazardous substances and/or petroleum products. Partner personnel will inspect the site for evidence of underground storage tanks (USTs), aboveground storage tanks (ASTs), drums, chemical storage/blending areas, equipment/vehicle maintenance/washdown areas, active and inactive landfills, fuel dispensers, chemicals and raw materials, transformers and other sources of polychlorinated biphenyls (PCBs), possible former cattle-dip vat locations, above and below ground piping systems, septic systems, sumps, ponds, pipelines, dry wells, water wells (domestic and irrigation), drums, and other types of containment or conduits that may indicate a potential for the release of hazardous substances and/or petroleum products to the subsurface. The site reconnaissance Partner staff will observe neighboring properties, to identify the nature of activities surrounding the property and potential sources of hazardous substances and/or petroleum products that might affect the property. We will also conduct detailed interviews with the existing and/or former site owners/operators, employees, neighbors, regulatory officials, and others familiar with the site, as available.

After completing the site and site vicinity reconnaissance and data review, information will be evaluated and formatted for inclusion into a letter report for each site (Reports). The Reports will include:

- An assessment of the likelihood that a recognized environmental condition (REC) exists at the site from current or historical site land use, or from a known and reported off-site source.

- Figures and color photographs depicting current site and site vicinity conditions and items of potential concern.
- Opinions, conclusions, and recommendations, if appropriate.
- If a Phase II ESA is recommended, Partner will include a scope of work and cost estimate for the additional assessment.
- Two copies of the final report (one bound, one unbound), along with an electronic copy, will be submitted.

As required by the EPA and ASTM standards, the results of the Assessments will be reported by an Environmental Professional. The Reports will be peer reviewed and signed by appropriately registered professionals. **A Sample Report for a Phase I ESA can be found in Appendix 3.**

Phase II ESAs

Partner is a top provider of ESA services in California and across the country. Phase II ESAs are what we do every day. **Since the founding of Partner in 2007, we have completed approximately 60,000 Phase I ESAs in California.**

With 1,250+ full-time employees in over 40 offices and numerous satellite locations, we have Environmental Professionals and expertise on state and local regulations that allows us to perform Phase II ESAs at scale and in efficient manner. We have Professional Engineers and Professional Geologists located in Southern California to assist with your projects. Our Phase II ESA team also involves, as needed, the expertise of archeological, cultural, wetlands, and natural resources specialists to help characterize the nature and extent of contamination or the disturbance to Special Resources.

Our Phase II ESAs are performed for a variety of reasons including for asset management purposes, human health risk screening, environmental due diligence and potential contamination assessment, financing, and regulatory closure. Our Phase II ESA team members can also take the baton from our Phase I ESA projects and carry through the further investigation of identified RECs. Our Phase II ESAs can then provide a precursor to any necessary remediation. Our Phase II ESAs are conducted in accordance with practices for ASTM E1903-02.

Partner has the qualifications and experience to provide a full range of Phase II ESA services in response to this solicitation, including the ability to evaluate groundwater, soil, soil-vapor, and indoor air quality. Our resume includes performing Phase II ESAs on all asset types including residential, multifamily, retail, office, industrial, and public facilities. The Partner Phase II ESA team members draw on the in-house resources of our geotechnical and civil engineering and design practices, as well as specialists who provide environmental permitting and compliance, wetlands, and National Environmental Policy Act (NEPA) services. Partner's Phase II ESA experience ranges from performing limited subsurface screenings to confirm the presence of an impact, to conducting complex site subsurface investigations that may include multiple phases of investigation to adequately characterize and delineate the extent of contamination. Given the volume of our experience, our team is well versed in applying the federal, state, and local standards and developing the site-specific conclusions and recommendations based on the results of our sampling activities.

Approach to Phase II ESAs

The first step in our Phase II ESA process is to identify what is most important to our client and discuss the purpose of the Phase II ESA. We make sure to understand or address considerations such as time sensitivity, cost, immediate impact to human health and the environment, or regulatory closure scenarios. Effective site characterization efforts with the Phase II ESA requires a firm understanding of The City's purpose for the investigation, having the professional experience in performing investigations for that specific purpose, understanding regulatory compliance requirements based on location and scope, possessing awareness of site conditions, having knowledge of geologic conditions, and understanding the nature of the constituents of concern.

Partner Phase II ESA Proposals – the Sampling and Analysis Plan

Partner understands that The City may make a request for a Phase II ESA for which Partner will respond. Or Partner, upon completion of the Phase I ESA, may identify that a Phase II ESA is required. Typically, Phase II ESA proposals outline in detail the plan for the site-specific field and post-field activities that commonly involve the following:

- Review of Phase I and any other provided documentation
- Geophysical survey to mark underground utilities and subsurface features
- Health and Safety Plan
- Work Plan
- Acquisition and management of drilling services
- Advancement of borings to evaluate groundwater, soil, and/or soil vapor
- Field screening of soil samples with a photoionization detector (PID)
- Collection and transport of the soil, soil gas, surface water, and/or groundwater samples
- Water quality surveys
- Laboratory analysis of the collected samples
- Previous Phase II ESA Report(s)
- Recommendations Memo

The proposal identifies sampling locations and depths, method of sample collection (hand sampling, installation of vapor pins, drill rig), media to be sampled (soil, soil gas, surface water, and/or groundwater), and the laboratory analytical methods associated with all sample types. We will also identify applicable state and EPA regulatory standards that apply for the location, in addition to those specified by The City in the RFP.

The Partner Phase II ESA proposals vary based on the type of facility and use. We combine a myriad of sampling techniques that include, but are not limited to, soil sampling, soil vapor sampling, sub-slab sampling, vadose zone sampling, indoor air sampling, and surface and groundwater sampling. The appropriate scope depends on the areas of concern, chemicals of concern, and site logistics, which have to be determined for each individual project. Our Phase II ESAs commonly involve evaluating facilities impacted by both organic and inorganic contaminants, including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), petroleum hydrocarbons, asbestos containing materials (ACM), lead-based paint (LBP), chlorinated solvents, 2-butanone (MEK), methyl tertiary-butyl ether (MTBE),

polycyclic aromatic hydrocarbons (PAHs), per- and polyfluoroalkyl substances (PFAS), phenols, heavy metals, and oil field brines and wastes.

Phase II ESA Field Activities and Reporting

A Health and Safety Plan (HASP), when required by OSHA 29 CFR 1910.120, is prepared and adhered to for each project and utilities are cleared through USA Dig Alert or equivalent before drilling commences. We aim for proactive safety measures in the HASP to mitigate risk to our team, contractor personnel, and anyone that may be in the vicinity. The safety measures focus on the site-specific features and the equipment and method to be used in our sampling activities outlined in the Work Plan. The Work Plan is developed as a guide that provides details on the process and protocols for executing the site-specific scope of work. The Phase II ESA field staff and contractor(s) rely on it for instructions on the logistics of conducting the sampling, outlining roles and responsibilities, and specifying laboratory and quality assurance (QA) protocols. If needed, permits will be obtained from appropriate agencies.

Geophysical Survey

A geophysical survey is performed to evaluate the location of former or existing USTs and other subsurface features including any subsurface utilities to avoid damage. The survey allows for confirming appropriate locations to advance soil borings for sampling purposes.

Soil Sampling

Approved drilling subcontractors will be utilized, if necessary, for Phase II ESAs. The Partner field staff works closely with the drilling contractor onsite to ensure the borings are advanced in specific locations and depths based on the nature and extent of concerns reported in the Phase I ESA. Soil samples are collected and screened using a photoionization detector (PID).

Soil Vapor Survey

In cases where a vapor encroachment concern (VEC) may exist, Partner often will collect soil gas samples from borings during the Phase II soil sampling. Detected analyte concentrations are then used to calculate the Hazard Quotient and Excess Lifetime Cancer Risks and would be compared to the EPA risk-based screening level (RSLs) concentrations for air. Partner will determine locations where vapor probes will be advanced in representative portions of the site.

Phase II ESAs require an extra level of care and communication given there are more moving parts and team members involved in the process.

Vapor Migration Limited Human Health Risk Screening

Partner may conduct a vapor intrusion risk screening (VIRS) for the site depending on land use exposure scenarios. In addition, this task will include identification of potential vapor migration pathways and will identify likely future receptors for subsurface contaminants. Partner will then provide an estimate of the natural attenuation properties of

the soil, structural dilute, or inhibit the movement of contaminants through the subsurface. Based on this information, Partner will apply an attenuation factor approved by the Department of Toxic Substance Control (DTSC) to the reported soil vapor concentrations and compare the resulting theoretical indoor air vapor concentration to commercial screening levels. Partner will also assess whether a significant human health risk exists at the site based on the available data and the existing residential land use.

Groundwater Sampling

If analytical results indicate concentrations of the contaminants of concern (COCs) are above regulatory thresholds, additional Phase II ESA subsurface assessment activities may be recommended to further evaluate the horizontal and vertical extent of impact. As an example, additional assessment may require an assessment of groundwater quality by installation of groundwater monitoring wells, which would require obtaining applicable state and local permits.

Sample Analysis

All samples collected would be submitted to a certified laboratory for the appropriate analyses under chain of custody, within the designated time frame, and other protocols.

Risk Assessment

Risk depends on the following three factors: the amount of a chemical present in an environmental medium (e.g., soil, water, air); the amount of contact (exposure) a person or ecological receptor has with the contaminated environmental medium; and the inherent toxicity of the chemical. Risk Assessment (RA) is a scientific process that evaluates risk based on the applicable factors using technical criteria. Partner's RA approach typically follows EPA guidelines which includes a four-step process of planning, hazard identification, dose response, exposure assessment and risk characterization. With this information, our toxicologist / risk assessor can evaluate the frequency and magnitude of exposures which may result from contact with the contaminated medium. Contact may currently be occurring at the site or possibly in the future, based on planned use of the site.

Phase I/II ESAs Performed Concurrently

Unlike many others who can perform ESAs, Partner's team can perform the Phase I/II ESAs concurrently for expedited projects, saving both time and money.

Asbestos Surveys

Asbestos surveys are performed by Partner certified asbestos inspectors in accordance with Asbestos Hazard Emergency Response Act (AHERA) regulations. Surveys are conducted to locate, inspect, assess, and sample suspect materials and to identify ACM according to type, condition, percent asbestos content and estimate quantity.

Partner customizes inspections to meet The City's and those of regulatory agencies. We maintain ongoing communication with the agencies and an awareness of current regulations, such as: ASTM, AHERA, NESHAP, OSHA, HUD, and EPA. Asbestos surveys begin with a review of existing facility plans, if available. We may request a site walk with The City to estimate number of samples, access, and safety concerns for the project. Once our proposal, scope of work and time and materials cost estimate is approved by The City, we will sample suspect materials and submit to an accredited third-party laboratory for Polarized Light Microscopy (PLM) analysis by layer as determined by the laboratory. For all friable samples determined to be ≤10% asbestos containing, we will perform point count analysis. For all non-friable organically bound materials with PLM ≤1% asbestos containing, one sample of each material will be analyzed by transmission electron microscopy (TEM). A toxicity characteristic leaching procedure (TCLP) test will be performed for all structures being demolished to characterize the waste stream for disposal.

Asbestos Inspections
- NESHAP Pre-Renovation
- NESHAP Pre-Demolition

Project Supervision

Reporting and Documentation

Team Certifications and Members:
- AHERA Building Inspectors
- AHERA Management Planners
- AHERA Project Designer
- AHERA Project Supervisors
- NIOSH 582 Microscopist
- USEPA Lead Risk Assessor and Inspectors
- Laboratory NVLAP
- Certified Asbestos Consultants
- Certified Lead Inspector Assessors
- Industrial Hygienists
- Certified Safety Professionals
- Certified Industrial Hygienists

Asbestos Survey reports will describe the scope of work, limitations, sampling methodologies, and table of suspect ACM (locations, quantities, condition, and descriptions). We will append laboratory data, sample-location maps, field notes, photographs, and inspector's certification. If ACMs are identified, Partner can provide estimated abatement costs and/or meet on site with abatement contractors to review project details so that The City can obtain competitive bids for the abatement.

Lead-Based Paint Inspections

We are proficient in LBP inspections and risk assessments and are well versed in the HUD Lead Safe Housing Rule checklist. Our team is also experienced in assessing lead in drinking water. Our inspectors understand the HUD sampling methodologies to be employed based on our knowledge of HUD's Lead Safe Housing Rule. Lead assessments will be performed by a certified lead-based paint inspector or risk assessor and laboratories recognized by EPA, under its National Lead Laboratory Accreditation Program (NLLAP), for analysis of lead in paint. Our inspectors are also trained to utilize an X-Ray Fluorescence (XRF) lead paint analyzer. Lead paint surveys may include use of XRF and/or laboratory analysis of paint chips by atomic absorption spectroscope by a certified laboratory. As appropriate, lead survey reports will follow HUD and OSHA reporting guidelines. The report will summarize the scope of work and sample/laboratory results and specifically identify the area being surveyed, list of components coated in LBP, and description of location, component, substrate, and paint color. Site drawings and photographs will document type, quantify and location of identified materials. Supporting documents will include

laboratory report, chain of custody, certification of inspector, field notes, XRF data, and matrix used for random unit selection for multi-unit housing surveys.

If LBP is identified, Partner can provide estimated abatement costs and/or meet on site with abatement contractors to review project details so that The City can obtain competitive bids for the abatement.

Sampling Guidelines and Protocols

Partner will perform all sampling in accordance with AHERA guidelines, 40 CFR, Part 763, OSHA 29 CFR 1926.1101 and Title 8 CCR 1259, EPA, California Department of Public Health Title 17 CCR Division 1, Chapter 8, Section 35033, California Department of Toxic Substances Control, and any other applicable local requirements, as specified in the RFP.

Communication Plan

Clear, concise, communication is the cornerstone of project success. Over many years working with our clients, we have developed the tools and procedures to communicate effectively. We understand that although our team is fully staffed to cover all the technical requirements of this contract, for the purposes of communication, our Program Manager, Jenny Redlin, will serve as the single point of contact for The City.

Ms. Redlin will initiate and communicate the requests and comments from The City with our project team. As shown in our organizational chart, Ms. Redlin has direct contact with the technical leads in each area of expertise under this contract. This chain of command ensures that all communication – emergencies and routine – from The City is conveyed in an accurate and timely fashion to our entire project team, including subconsultants, subcontractors, regulatory agencies, and all other stakeholders in any projects that fall under this contract.

Jenny has years of experience providing environmental services for clients in Southern California and her breadth of experience makes er the best candidate to manage this contract. If Jenny cannot be immediately reached, our alternative point of contact/program manager Miles Livermore, will be at the ready to assist The City with any project needs, questions, or coordination of other team members or subconsultants/subcontractors.

Methodology

Project Management

Real-time Project Management. Partner uses a proprietary project tracking system called Project Link (PLINK) for real-time information covering all critical program elements from client profiles, project site details, project-specific scopes of work, subcontractor details and performance data, approved and actual budgets, deliverable milestones and due dates, and project invoices. Using PLINK, our Program Manager is able to monitor and manage up-to-the-minute progress made by PMs, Project Staff, and Project Coordinators in executing projects. PLINK allows for successful management and execution of multi-site, quick-turnaround programs.

Real-time Workflow Management. PLINK serves as a workflow management system for all team members. The Program Manager and PMs use this database to coordinate, execute, and monitor the lifecycle of individual projects. Essential to managing the project flow and deliverable quality is having the roles systematically assigned, integrated, and tracked using PLINK. PLINK binds together the project team to assignments and synchronizes the tasks of the Program Manager, PM, Project Staff (PS), Technical Reviewers, and Production Coordinator (PC) Staff.

Subcontractor Management. Partner utilizes Deltek and PLINK to maintain information on approved subcontractors and includes an up-to-date history of detailed performance reviews. On a project-specific basis,

Deltek and PLINK databases are used by all project team members for reliable and accurate sub-contractor information and management.

Project Closeout Procedure, Document Storage, and Information Security. Project closeout involves verifying that all deliverables, including documents, laboratory results, and subcontractor invoices are complete; invoices or charges outstanding are reconciled and paid; resources are released; and documents are archived and stored. Partner is sensitive to our client project requirements and have tailored our document handling and storage practices to ensure client needs are met. As a standard practice, all project and client information in our proprietary and secure project management system, PLINK, is treated as confidential. At a minimum, all reports are stored indefinitely in digital (PDF) format on a secure server and dedicated for client information, communication, and projects.

Project Milestones. From the initial kick-off meeting through project completion, Partner will monitor the project's timeline and goals associated with the scope of work. In general, we expect the following project milestones for a typical property acquisition scenario:

- Respond to The City's request for due diligence services.
- Gather and review general property information (e.g., location, size, current use, access points).
- Issue proposal for Phase I ESA and if appropriate, a comprehensive work plan including a Phase II ESA and/or sampling strategies.
- Partner is awarded the project and schedules initial meeting with The City.
- If appropriate, submit work plan to appropriate agencies for review.
- Prepare site-specific HASP for subsurface sampling activities.
- For Phase II ESAs, clear underground and overhead utilities and send required field notifications to appropriate agencies.
- Submit Phase I/II ESA findings and results to The City for initial review.
- Discuss each area of reported impacts.
- Determine if additional assessment is required to complete each specific task.
- Submit draft report to The City for review.
- Incorporate The City revisions.

Although we strive to prevent any delays, Partner will immediately notify The City if there are any conditions or incidents which affect a project's timeline. Reporting delays are typically due to lack of site access or delay in information (FOIA), etc. and are communicated in real time with our clients, keeping them informed at every phase of project and any issues that arise so they may be addressed in coordination appropriately. **Despite this, Partner has an approximate 95% on-time or in advance submittal track record**.

Work Plan. For Phase II ESAs or asbestos/lead projects, Partner may request a meeting with The City to discuss Data Quality Objectives (DQOs) so a scope of work can be established. The meeting would preferably be conducted onsite, so initial observations can be made, including potential access points for observations, sampling activities as well as safety considerations.

Partner may also comment on the necessity to conduct further research into any of the listed Non-Scope Considerations as identified by ASTM 1527-21. These include asbestos containing building materials, lead based paint, radon, lead in drinking water, wetlands, regulatory compliance, endangered species, indoor air quality, mold, and vapor encroachment conditions.

"Our team received some last-minute lender requests requiring new environmental certifications prior to close. Partner got us what we needed immediately, and did it with a can-do, team-friendly attitude that you won't find elsewhere in our industry. I have been fortunate to work with Partner on several dozen projects over the last two years, including Phase 1 Environmental Site Assessments... and other assessments. Because of our relationship with them, my team and our clients have saved innumerable dollars, hours, and stress over the course of many deadline-driven transactions. I've said it before, and I'll say it again—no one in the industry beats Partner's effectiveness, responsiveness, politeness, affordability, and attention to detail."

– Cody Colvin, CRE and Partner customer

If a point-source REC or regional chemical impacts are identified during completion of the Phase I ESA, Partner may provide a draft Phase II ESA work plan to The City for review. Each area of concern will be addressed through a specific set of tasks and DQOs.

Completion Schedule. Partner's proposed work plan will include target dates for completion of specific tasks and deliverables. The project schedule will be provided to The City for review, and revision as necessary. Partner will implement a variety of methods to track the progress of a project over time and will communicate any changes to the schedule as encountered. For complicated projects and timelines, Partner will prepare a spreadsheet of target dates for specific tasks, deliverables, and meetings.

Partner realizes that properties owned by or in acquisition by The City may be in populated urban areas or extensive in size, which may present ground access challenges during reconnaissance and any subsequent Phase II activities or beyond. Partner will utilize the most effective means practical to access and observe properties including, but not limited to, off-road vehicles, drone technology, or other aerial assessment methods.

Following report completion and an internal review by the Partner QA/QC Manager, the draft report will be submitted to The City for review and comment.

It is our standard practice to immediately communicate RECs to the client, discuss the implications of the RECs as they apply to the project, and offer recommendations moving forward to minimize the impact to the due diligence schedule. By employing these project management practices, we can quickly adapt to new discoveries and changing client objectives as the project moves forward.

Health and Safety Plan. The types of health and safety plans used on Partner maintains a Corporate Health and Safety Plan and Site-Specific HASP for use on environmental projects which complies with Occupational Safety and Health Administration (OSHA) standards for hazardous waste operations and emergency response. For sites covered by a site-specific health and safety plan, our employees and subcontractors strictly follow the guidelines set forth in the site-specific plan. All projects must adhere to Partner's Corporate Health and Safety Plan

Procedures for Tracking and Controlling Costs for Budget Control. Upon authorization, project costs are input into the financial management system by the Contract Manager and QA/QC Manager. All personnel time, subconsultant/subcontractor costs, and other direct costs are accrued to the project in real-time.

Budgets are set at the time of request for each continuing service agreement. Each budget is reviewed by the Project Manager during input into the financial and project management system. Upon completion of each work task, the PM reviews the task with the assigned staff for completeness and adherence to the scheduling and budget. Subcontracted service (i.e., lab services, etc.) invoices are submitted for review and approval by the PM before inclusion in the project accounting system. If a project condition requires the scope of work to expand, the PM will notify and discuss the requested expansion. No work will be performed on the proposed expansion until approval is received.

Quality Assurance/Quality Control

Ensuring a quality product is fundamental to Partner. Partner's Quality Control Program is based on a proven approach that our company founders and key technical staff have used to serve various government agencies; affordable multifamily housing investors and lenders; institutional real estate investors and lenders; corporate and private equity clients, and other real estate owners; higher education institutions; and healthcare facility owners and operators. Partner's approach to quality is an integration of expertise on ASTM and regulatory standards, a diverse technical staff covering all relevant disciplines, reliable information resources and data collection processes, a standardized review process for every deliverable, and a continual focus on communication with our customers.

QUALITY ASSURANCE PROCESS AND COMPLIANCE

Consistency: One point of contact nationally

Process: Standardized methodologies

Project Management: PLINK and Deltek

Training: Training is tailored to the client

Shared Resources: Company-wide knowledge and resource sharing

Reviews: Secondary and tertiary technical reviews

Performance: Routine internal performance reviews and assessments

Client Satisfaction: Open door policy to upper management

Risk Tolerance: Customized to the client

Compliance: Federal- and state-specific licenses and credentials

ASTM: Active participation

A key to success is our ability to provide an integrated approach involving teams of experienced engineers, scientists, and technical staff who can deal successfully with every phase of a project, from a Phase I ESA, Phase II ESA or asbestos and lead-based paint surveys to subsurface assessment. Our firm employs a rigorous QA/QC process, which covers not only the technical aspects of each project, but the internal administrative and management tasks.

Strategies for Managing and Completing Multiple Projects Simultaneously

Partner has a proven track record of completing large multi-site projects on time and within allocated budgets while meeting strict quality standards. Partner's successful multi-site program work relies on the Program Manager and CSM ensuring goals and objectives are clearly understood at the outset by the entire project team, and PMs closely monitoring execution of simultaneous projects so that each task and deliverable efficiently moves the program toward the end goal.

Quality Control Measures to Ensure Acceptable Subcontractor Performance

Partner relies on several specialty service subcontractors including data providers, drilling and equipment companies, and laboratory analytic service providers to successfully execute certain projects. Subcontractors are treated as Project Staff from the perspective of the QC program, and PMs are responsible for ensuring that subcontractor services are seamlessly integrated at the project level.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

D. COMPANY PERSONNEL

Partner has over 300 qualified staff located in our Southern California offices and includes:

- ✓ Environmental Professionals
- ✓ Professional Engineers
- ✓ Registered Geologists
- ✓ Registered Architects
- ✓ Certified Hydrogeologists
- ✓ Certified Floodplain Managers
- ✓ Professional Wetlands Scientists
- ✓ Industrial Hygienists
- ✓ Building Condition Assessors
- ✓ Construction Managers
- ✓ Certified Asbestos – inspector, supervisor, contract supervisor
- ✓ Certified Lead Risk Assessor
- ✓ Radon Certified

Our strong California-based project team includes staff whose sole focus is performing Phase I and Phase II ESAs and IH services at sites around the state. These staff members perform ESAs and HBM surveys daily and are skilled at assessing environmental issues specific to different geologies and locations. The proposed project management, key personnel and support staff possess the technical adequacy and appropriate skill levels to effectively complete all aspects of the required consulting services efficiently. Support for specialized skills and surge demand is readily available within the company.

All Partner team members meet or exceed the minimum qualifications for the contract. We offer 24/7 access to our Program/Contract Manager who is authorized to engage resources and initiate service response. We can respond to The City requests within mere hours and typically mobilize resources for rapid response.

The Program/Contract Manager and your point of contact for this contract is Ms. Jenny Redlin, a firm Executive Director and Principal with more than 20 years of experience as an environmental consultant. Partner's key team members for this contract below includes summaries of their experience and qualifications. Complete resumes can be found in Appendix 1.

Joseph Derhake, PE – Chief Executive Officer

Mr. Derhake serves as Chief Executive Officer of Partner Engineering and Science, Inc., the industry leader in engineering and environmental due diligence consulting. Mr. Derhake is a successful entrepreneur who founded Partner with eight employees. Partner now employs over 1,250 employees nationwide and its services demand has expanded into the international market. Partner's position in the due diligence industry has afforded Mr. Derhake great access to key policy credit managers with national and regional lenders. Mr. Derhake has participated in the writing and reviewing of environmental and engineering due diligence policies for over twenty large financial institutions. In this role, Mr. Derhake combines his technical expertise gained from 25 years of due diligence and his business expertise and knowledge of the world of real estate finance. **Phone No.** 310-615-4500

Jenny Redlin, REPA, Executive Director and Principal - Point of Contact/Program Manager

Ms. Redlin has more than 20 years of experience in the environmental and engineering consulting industry. Her background in environmental science, in addition to her knowledge of current due diligence standards, allows her to offer the most efficient and cost-effective means of regulatory compliance. Ms. Redlin has extensive experience managing all aspects of due diligence, specializing in environmental due diligence, for nationwide and local clients, including the City of Riverside. Ms. Redlin has gained valuable knowledge and know-how from having been personally involved in the details of thousands of real estate transactions for various client types, and therefore understands the specific needs and scopes of work required for all parties involved in a transaction. Ms. Redlin's due diligence resume includes experience at all levels, advising local municipalities, lenders and real estate investors through the following product types: Phase I Environmental Site Assessments; Phase II Subsurface Investigations; asbestos and lead surveys and abatement; Phase III Site Characterizations; Remedial Cost Estimates; Remediation Design and Implementation and Environmental Transaction Screens. **Phone No.** 805-452-8421

Miles Livermore, EP – Alternate Point of Contact/Program Manager, Project Manager, Phase I ESAs

Mr. Livermore serves as a Client Manager and Senior Project Manager with 12 years of comprehensive strategic consulting experience focused due diligence, regulatory compliance and subsurface characterization. Mr. Livermore's job responsibilities include project oversight, staff supervision and training, quality control review and client relationship management. He is responsible for ensuring consistency and quality of due diligence services, providing senior review expertise to ensure conformance with most recent American Society of Testing and Materials (ASTM) standards and U.S. Environmental Protection Agency's (EPA's) All Appropriate Inquiry (AAI), and the satisfaction of client requirements for Phase I Environmental Site Assessments (ESA), Transaction Screen Assessments (TSA) and other environmental services. Mr. Livermore has conducted Phase I ESAs, TSAs, PCAs and Phase II Subsurface Investigations throughout the Western United States. His due diligence resume includes experience in soil and groundwater contamination investigations, radon measurement and mitigation, and the identification of underground storage tanks (USTs), asbestos, lead-based paint, and PCB contamination. Mr. Livermore has also performed remediation oversight and worked closely with regulators to develop voluntary cleanup plans, contingency plans and contamination management plans for developers. **Phone No.** 303-558-1012

Rober Traylor, PG, CHg – Project Manager, Phase II ESAs and Remediation

Mr. Traylor has extensive and diverse environmental and hydrogeologic consulting, and construction renovation experience spanning over 40 years. Environmental and hydrologic consulting performed with a focus on soil and groundwater investigation and remediation, remedial cost estimation, litigation support / expert witness, environmental forensics, hydrogeology / dewatering, and water supply. He has managed or provided technical input to 1000s of commercial / multi-use projects, including managing projects at EPA and DOD Superfund sites with a focus on addressing contaminated soil, groundwater, surface water, and biota. Mr. Traylor has developed a state-of-the-practice method for estimating environmental cleanup liabilities and has implemented this method on hundreds of sites across the United States. Mr. Traylor is also a Subject Matter Expert Consultant to the California Department of Consumer Affairs – Board for Professional Engineers, Land Surveyors, and Geologists. **Phone No.** 310-615-4500

Gwen Tellegen, PE - Project Manager, Phase II ESAs and Remediation

Ms. Tellegen has extensive experience directing complex, high profile environmental site assessment and remediation projects, leading to expedited and cost-effective site closures. By establishing strong relationships with regulatory agencies in California and the western US, she has obtained more than 25 No Further Action Letters. Qualifications include work in the public, private and consulting sectors, with continued success and promotions in each position. Clients have included public agencies and municipalities (such as the Port of Los Angeles, County of Los Angeles, and the California Public Utilities Commission), school districts, land developers and home builders, construction companies, and oil production companies and oil industry groups. Ms. Tellegen has managed the remediation of complex sites impacted by lead, arsenic, chromium, hydrocarbons, solvents, PCBs, PNAs and pesticides. **Phone No.** 773-231-5070

Kevin Roberts, CAC, CLIA – Project Manager, Asbestos and Lead-Based Paint Surveys

Mr. Roberts serves as Technical Director of Industrial Hygiene (IH) Partner and is responsible for the coordination and direction of a burgeoning division, which has seen revenues soar from $250,000 to $10 million. With over 20 years' experience, Mr. Roberts directs project managers and staff for Partner's growing national Industrial Hygiene Division across more than three dozen nationwide offices, including California, New York, New Jersey, and Texas. He ensures company compliance within a regulatory framework of asbestos and lead requirements through an in-depth knowledge of state and federal regulations. He provides industrial hygiene services for asbestos, lead, mold, radon, and indoor air quality assessments, as well as abatement oversight. **Phone No.** 310-765-7285

Bill Mayes, CAC, CLIA, REHS, RMP – Project Manager, Asbestos and Lead-Based Paint Surveys

Mr. Mayes has eighteen years of experience as an environmental consultant handling surveys, inspections, and sampling for asbestos, mold and lead based paint. His skill set comes in very handy and especially important when these materials overlap. Mr. Mayes has worked on hundreds of projects over the years. His projects have ranged from as small as taking one sample of sheet vinyl flooring in preparation for removal and replacement, to whole house fire losses or multi-unit condominium lead paint surveys. Mr. Mayes has worked with clients ranging from private homeowners to property managers to county level health departments, and national insurance companies. **Phone No.** 559-214-1070

Nicole Moore, REPA – Project Team, Phase I ESAs

Ms. Moore is a National Technical Director with 20 years of experience in the environmental consulting field. Ms. Moore is able to offer the most efficient and cost-effective means of regulatory compliance due to her background in environmental science and direct experience in environmental auditing and compliance, in addition to her knowledge of current environmental and health and safety regulations. Ms. Moore has project experience in Phase I Environmental Site Assessments (ESAs), Environmental Transaction Screens (TSAs), Radon Screening, Asbestos Inspections, Lead-Based Paint Inspections, Property Condition Assessments, Physical Needs Assessments, and Property Condition Evaluations. **Phone No.** 310-615-4500

Samantha Fujita, PG, EP – Project Team Phase II ESAs and Remediation

Ms. Fujita currently serves as the Technical Director for Subsurface Investigations across the Western Region of the United States. Her responsibilities include supervision of regional staff and overall responsibility of project scope/design, project and task implementation/execution, reporting and regulatory agency engagement as required for all Phase II ESAs and subsurface investigation projects. Ms. Fujita's expertise in regional soil and water composition, coupled with her experience conducting hundreds of site assessments over the course of her 18-year career, complements the wide variety of Partner project and client types across different commercial real estate sectors. **Phone No.** 310-615-4500

Terri Men, EP – Project Team Phase II ESAs and Remediation

Ms. Men is a Senior Project Manager managing Subsurface Investigations and Risk Assessments nationwide. Ms. Men's broad range of project experience includes environmental assessments and remediation, natural resource management, and risk assessments. She has significant experience in due diligence requirements and reporting standards, including ASTM standards, EPA's All Appropriate Inquiry (AAI), state-specific requirements, and customized client formats. Specifically, Ms. Men has conducted several hundred Due Diligence Environmental Site Assessments (ESAs), Environmental Transaction Screens, Desktop Reviews, and Peer Reviews for eminent domain projects, single- and multi-family residential dwellings, hotels/motels/resorts, commercial office buildings, shopping centers, multi-tenant commercial complexes, industrial warehouse and manufacturing facilities, dry cleaning plants, gasoline service stations, automotive repair and body shop, medical facilities, and food processing facilities. Additionally, Ms. Men has performed lead in water, asbestos and lead-based paint sampling, and radon testing for various multi-family residential dwellings, as well as potable water well sampling. **Phone No.** 310-765-7259

Our key personnel, leadership, and subject matter experts are supported by **over 300 California-based assessors, industrial hygenists, remediators, and other pertinant staff**, not to mention the 100s of others located nationwide.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RSG, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Acquisition Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RSG, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Acquisition Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Acquisition Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	RSG, Inc. Attn: Jim Simon 170 Eucalyptus Avenue, Suite 200 Vista, CA 92084

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

RSG, INC.,
a California corporation

By: Tara E. Matthews

_____
Tara Matthews

Vice President

_____

and

By: _____

_____
James Simon

President

_____

24-1606.1 SDW 9/16/24

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

RSG is prepared to undertake acquisition and relocation services for the City as described in the RFP and have described the general approach and understanding of both assignments as they may arise if selected and retained by the City.

We do want to emphasize that RSG maintains four locations in California; aside from our Vista corporate mailing address we have an office in the City of Corona which is well within the 20-mile radius of Riverside. That address is:

4160 Temescal Canyon Rd. Suite 401, Corona, CA 92883

ACQUISITION SERVICES

RSG understands the scope of work outlined in the City's RFP and has prepared the enclosed description of our approach and assumptions for the scope and budget. Services would be billed on a flat fee basis established at the time the property/ies are identified within the range described later in this Proposal. Services would include the following:

- Goal setting with the client to establish acquisition criteria for the desired use(s) and desired financing strategy.
- Represent the City in site selection activities for governmental use and non-governmental use properties, including market studies and comparable land values, communication and negotiations with sellers and owners of identified properties.
- Preparation of offer letters and negotiations with property owners or their agents.
- Complete coordination of document preparation and escrow/settlement process in collaboration with the City Attorney, including providing business terms to aid in the drafting of purchase and sale agreements, review of said agreements, and negotiations on terms with buyers or sellers.
- Coordination of due diligence on behalf of the City, including collecting and reviewing pertinent studies, review of tenant leases, securing third party consultants, escrow and title coordination through closing.
- Coordination with third party consultants for inspections, appraisals, relocation services, or other activities that may be necessary.
- Maintenance of a tracking system for communication and document file as necessary, while providing periodic updates to client in the manner and frequency requested by the City.

Other services may be provided on an hourly basis as may be necessary, including but not limited to:

- Preparation and transmittal of notices on behalf of the City to property owners, such as notice of decision to appraise, subject to review and approval by the City Attorney.
- Attendance at meetings (staff, negotiation, City Council, community, etc.), site visits, inspections, and other events as requested by the City.

- Advisory services as may be requested.

RELOCATION SERVICES

RSG can perform a wide variety of relocation services on behalf of the City to support displacees from public redevelopment activities and other applicable projects. Presently, RSG is assisting nearly a dozen clients with one or more of the following types of relocation services:

1. Temporary Relocation
2. Permanent Residential Relocation
3. Permanent Business Relocation
4. Ellis Act Relocation
5. Mobilehome Park Relocation

We are a relocation consultant experienced with affordable housing program implementation, development, and compliance monitoring, ensuring that all important aspects are considered prior to initiating the relocation process. RSG's clients value our relocation services due to our well-rounded knowledge of relocation within the larger context of the development project being pursued. It is our understanding that the City is seeking a relocation consultant to perform services on an as-needed basis.

In our relocation services, we employ a systematic approach to the collection of data and review of materials to ensure the completeness of our investigations, as well as to provide a clear delineation and documentation of the steps taken throughout the process. Additionally, we take pride in our ability to communicate and work congenially not only with our client agency but more particularly with potential displacees, stakeholders, and property owners. We understand that we are responsible for assuring that each displacee's rights are preserved.

The methodologies employed reflect best industry practices for obtaining relevant and complete information, providing comprehensive reviews, and documenting all data, materials, and findings in a timely manner to ensure the acquisition and relocation processes go forward expeditiously and unimpeded by circumstances that are within our control. RSG understands the Uniform Relocation Act ("URA") and other applicable laws ensuring that our clients follow all relocation legal requirements.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

A RSG dedicates a Principal to each project assignment and creates a core group of staff who work on the individual assignments on a consistent basis throughout all stages of the contract engagement. We conduct our engagements around our Core Values and are proud of it. We pride ourselves on our ability to appropriately allocate our time and resources to ensure that a project is completed on time and within budget.

This engagement will be led by Jim Simon, Principal-in-Charge. Jim will be assisted by Greg Smith, Senior Associate and Real Estate Broker (#01426432), Dominique Clark, Director and Real Estate Salesperson (#01989248), and Alex Lawrence, Senior Associate. Pertinent information on our team is presented below:

Jim Simon Principal *714.316.2120*	Jim will lead this engagement and be primarily responsible for working with the City on the items in the work plan. Jim works out of the Los Angeles office and will be responsible for client management, available to attend meetings and make presentations, and will provide his expertise on all aspects of the project. Jim delivers intelligence, innovation and passion to projects requiring his unparalleled expertise in real estate and economic development over his 33-year career at RSG. Some of Jim's prior engagements include the acquisition, financing, and redevelopment of a 4-acre brownfield in San Carlos resulting in development of a 200-room upper midscale hotel and a 120% internal rate of return on the City's investment.
Greg Smith Broker *714.316.2103*	Greg holds a California Real Estate Broker's License (#01426432). For the past ten years, Greg has managed RSG's brokerage operations. His experience includes projects throughout California, including San Carlos, Irwindale, and many others. Greg also is actively involved in RSG's affordable housing underwriting assignments where he has analyzed gap financing needs and project feasibility.
Dominique Clark Director RE Salesperson *714.316.2143*	**Based out of our Corona hub and our project manager for this engagement**, Dominique is a licensed Real Estate Salesperson (#01989248) and has been with RSG for almost ten years. Dominique most recently provided relocation assistance to residents of a 225-space mobilehome park in the city of Carson, where work included counseling resident's one-on-one, verifying household incomes, and drafting correspondence to residents regarding relocation benefit options. She has extensive property management experience and is very familiar with maintaining tenant relationships.
Alex Lawrence Senior Associate *714.316.2104*	Alex has a background in affordable housing, real estate, and relocation over her six years at RSG. She regularly conducts housing market analyses, prepares and reviews development pro formas, prepares developer solicitations, purchase and sale agreements, and disposition and development agreements. Most recently, Alex worked with the cities of Apple Valley, Redwood City, El Monte, South Gate, Coalinga, Thousand Oaks, and Murrieta on the disposition of 10 surplus properties and 4 properties declared as exempt surplus.

More information on our personnel including their resumes can be found on our website here. RSG staff may assign additional staff as needed.

RSG
BETTER COMMUNITIES. BOLDER FUTURES.

17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

RESOLUTION OF THE BOARD OF DIRECTORS OF RSG, INC. APPOINTING AND NAMING OFFICERS, AND AUTHORIZING OFFICERS TO EXECUTE CONTRACTS AND CONDUCT BANKING ACTIVITIES

THE BOARD OF DIRECTORS OF RSG, INC. DO HEREBY RESOLVE AS FOLLOWS:

1. Hitta Mosesman, a former Director, has resigned as a member of the Board following a settlement effective December 31, 2020.

2. The following individuals have been appointed as Corporate Officers, and were elected to the following officer positions:

   Jim Simon – President/Secretary
   Tara E. Matthews - Vice President/Treasurer

3. That the President, Vice President (s), Treasurer, or Secretary of the corporation are hereby authorized to enter into any contract or execute any instrument in the name of and on behalf of the corporation.

4. That the President, Vice President(s), Treasurer, or Secretary of the corporation are authorized to enter into deposit account, cash management and service agreement(s) with any bank office(s) on behalf of the corporation, and to designate from time to time who may sign checks and otherwise give instructions regarding the corporation's funds and account(s).

PASSED AND ADOPTED by the Board of Directors of RSG, Inc. this 22nd day of January 2021.

AYES: Simon, Matthews, Acosta
NOES: None

President

ATTEST:

Secretary

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ROMO ACQUISITION AND RELOCATION SERVICES LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Acquisition Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ROMO ACQUISITION AND RELOCATION SERVICES LLC, a California limited liability company ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Acquisition Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Acquisition Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Romo Acquisition and Relocation Services LLC Attn: Rudy M. Romo 5352 El Rivino Road Jurupa Valley, CA 92509

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

ROMO ACQUISITION AND RELOCATION SERVICES LLC, a California limited liability company

By: _____

Rudy M. Romo
[Printed Name]

President & Chief Executive Officer
[Title]

and

By: _____

Natsuyo Higuchi
[Printed Name]

General Manager
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Statement of Understanding and Approach
Acquisition Services

The following is an explanation of the general approach, organization, and staffing of acquisition services to be performed and provided for the City:

General Services: As soon as the Company has received a task order for services, the project will be planned for implementation in accordance with City schedule. All City Policies & Procedures and respective forms, together with Uniform Act & State of California, Title 25 Guidelines will be administered for City projects. For a brief overview of Acquisition duties, please see Attachment 1, Acquisition Flow Chart.

Offer Preparation

a.) Meetings and Reports: The Project Manager will attend any and all community meetings, project start meetings, weekly, bi-monthly and/or "as required" meetings required by City. This includes meetings with City Project Managers, Project Development Team Members, City and Consultant Relocation personnel, Community Outreach, and other individuals related to the project(s).

In order to prepare for the project, the Project Manager will obtain any all information from City that may aid in the "knowledge gathering" of the community, project, and area (i.e. project plans, artists renderings, previous community meetings, Relocation Plan, etc.).

b.) Planning & Coordination: The Company will prepare all parcel files for the individual parcel owners that contain front diary pages and diary sheets showing the names, addresses, & telephone numbers of all owners and occupants of the parcel. Files will contain copies of the title report, appraisal report, offer letter, appraisal summary statement, purchase and sale agreement and escrow instructions, and grant deeds. Appraisals, Environmental reports, title reports, offer packages, purchase and sale agreements, and Grant Deeds will be reviewed prior to presentation of offers. Offer letters, Title VI non-discrimination documents, conveyance instruments (i.e. fee, permanent easement, temporary construction easement, drainage, maintenance, slope easement deeds or subsurface), purchase and sale agreement and escrow instructions will be prepared.

For those properties where valued according to the market data approach, sales comparables will be reviewed in field prior to offer to owner. The ability to see the comparables provides preparatory back up when discussing the offer to owner. Efforts will be made to contact the respective relocation consultant for coordination of meetings with property owners and/or tenants and subsequent offer presented.

Offer Presentation and Follow Up

a.) Presentation of Offer:

Acquisition – Residential: The offer is presented to the owner with an explanation of the acquisition and construction in the manner proposed, approach to value (per the 3 approaches evaluated in the appraisal), review of liens & encumbrances identified in the title report, nature of Phase I/II studies if applicable, and review and explanation of the purchase & sale agreement & escrow instructions and respective deeds of conveyance. A receipt of acceptance will also be requested to be signed.

In the event, a property owner believes their property is worth more than the appraised value, a request will be made of the owner for supporting information (i.e. new sales comparables, attributes of the subject property possibly not taken into account by the appraiser). If such information is provided, the agent can request a "re-evaluation of the appraisal".

Acquisition-Commercial: Acquisition activities require similar activities as stated for residential above, however, other items are reviewed and considered. In commercial or business acquisition, a Fixtures & Equipment appraisal is prepared in addition to the "Fee" appraisal. In commercial acquisition, there may be 2 separate offers depending on the nature of ownership and tenancy. Offers for both Real Estate and Fixtures & Equipment may be made.

In the above cases, careful attention is made to the situation, since duplication of payments will need to be avoided. In addition, a "Uniform Commercial Code" check with the Secretary of State's office should be made in order to verify that there are no liens or encumbrances against any of the Fixtures or Equipment.

In the event a business elects to purchase back Fixtures & Equipment, they may purchase them back at Salvage Value and move the respective items at their own cost. However, in the event they wish to relocate the items prior to a condemnation action (because the offer amount may already be deposited in the condemnation deposit fund) and be reimbursed for the move, the items may be moved to the "relocation side" provided that a new offer is made.

Escrow coordination will be made for each property in escrow. Coordination includes contact with escrow officer to follow up on status of reconveyance documents such as full reconveyances or substitution of trustee and deed of reconveyances, lien clearances, subordination agreements, or other matters of

record that require special attention and effort. Many times, Grantors need assistance with interpretation of escrow documents. This Company has and will provide assistance in this manner.

Progress Status Reports will be made that show and identify the status of all parcels. The reports will be prepared on a weekly basis or as requested by the City Project Manager. The reports will contain information such as the date of first written offer, date agreement signed, date purchase and sale agreement sent to City for execution, and comments related to status of pending negotiations. In the event counter offers are presented, they will be transmitted to the City with related information that is supported or justified for review and consideration.

Offer Impasse

In the event there are parcels where an Impasse is imminent, the City will be advised accordingly. The Company will continue to negotiate with respective owners up until the adoption of the Resolution of Necessity or as requested of City. At that time, parcel files will be transmitted to the District for processing of a Condemnation Action, if necessary. All parcels will contain the history of transactions and negotiations for legal counsel assistance.

Other (Staffing)

Company staffing will be assigned according to number of parcels, degree of complexity, & City schedule. The following is a breakdown of each:

1. Number of Parcels on Project: The number of parcels on the project will determine the number of staff assigned. For instance, a project with approximately ten (10) single family residence properties could be assigned 1 to 2 acquisition staff personnel. A project with approximately 20 commercial properties may require three (3) to four (4) acquisition staff due to thoroughness and continued effort of the process.
2. Degree of Complexity: The degree of complexity of project would also dictate the staffing level. A project where there are partial acquisitions requires staff to be knowledgeable with valuation techniques (recognize before and after valuation, survey lath staking requests or paint sprayed parking lots, and/or cost to cure methods. Commercial business properties require staff with negotiation skills and experience.
3. City Schedule: City schedule is important since it may dictate the need for increased staff with a tight project schedule or lesser staff if project has sufficient lead time. This Company is prepared to administer the required skilled staff level for any given project.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

Rudy M. Romo
[Printed Name]

President & Chief Executive Officer
[Title]

and

By: _____

Natsuyo Higuchi
[Printed Name]

General Manager
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Romo Acquisition & Relocation Services LLC
Company Information

1. Headquarters Office: 5352 El Rivino Road
Jurupa Valley, CA 92509
Phone - (951) 237-7275
Fax - 1-866-261-5578

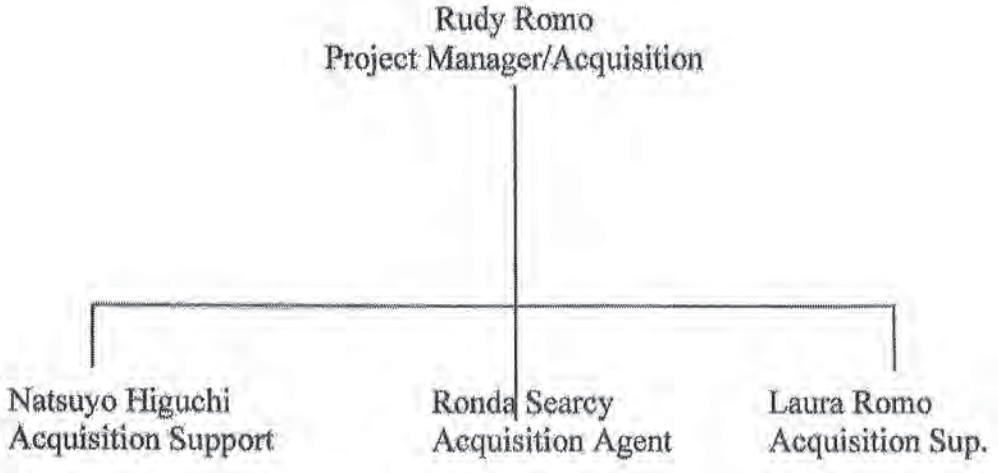
2. Branch Office: 5585 E. Pacific Coast Highway
Unit #110
Long Beach, CA 90804
Phone – (562) 986-9512
Fax – 1-866-261-5578

Type of Entity: Limited Liability Company Partnership

Members of Consultant Management Team

No.	Name	Title	Phone No.	E-mail
1.	Rudy M. Romo	Project Manager	(951) 237-4680	rudromo@aol.com
2.	Laura M. Romo	Senior Acquisition Agent/Chief Financial Officer	(951) 237-7275	romocondor2@sbcglobal.net

ROMO ACQUISITION & RELOCATION SERVICES, LLC
Organization Chart
Acquisition Services



MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ROMO ACQUISITION AND RELOCATION SERVICES LLC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Relocation Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ROMO ACQUISITION AND RELOCATION SERVICES LLC, a California limited liability company ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Relocation Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Relocation Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS	Romo Acquisition and Relocation Services LLC
City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Attn: Rudy M. Romo 5352 El Rivino Road Jurupa Valley, CA 92509

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

ROMO ACQUISITION AND RELOCATION SERVICES LLC, a California limited liability company

By: _____

Rudy M. Romo
[Printed Name]

President & Chief Executive Officer
[Title]

and

By: _____

Natsuyo Higuchi
[Printed Name]

General Manager
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Statement of Understanding and Approach
Relocation Assistance Services

The following is an explanation of the general approach, organization, and staffing of relocation assistance services to be performed and provided for the City:

General Services: As soon as the Company has received a task order for services, the project will be planned for implementation in accordance with City schedule. All City Policies & Procedures and respective forms, together with Uniform Act & State of California, Title 25 Guidelines will be administered for City projects. For a brief overview of Relocation duties, please see Attachment 1, Relocation Flow Chart.

Relocation Plan: The Relocation Plan phase will be made focusing on implementation of displacee interviews, research of replacement site availability data, and report preparation. Displaced area information will be assembled from City resources (i.e. previous community and environmental meetings, Census data, and any other secondary sources such as City & County demographic statistics data). In addition, interviews with displacees are administered to gather information related to displacee composition and make up, replacement areas desired, and other relocation needs. For those displacees who were unable to locate, other avenues will be pursued (i.e. Apartment house manager rolls or Assessors Parcel Information). Interviews will then be scheduled and conducted.

The next phase of the process will be to research available replacement sites. This may be obtained via local newspaper listings & rentals, website sources, and local real estate office contacts.

The final phase of the process will be to prepare and write the Relocation Plan. Introductory information will be obtained from the Environmental Impact Report/Statement (EIR and/or EIS). Project Relocation Costs estimates will be made to show the proposed relocation costs needed for the project. Such costs for residential owner displacements will include move costs, replacement housing purchase price differential costs, incidental costs of acquisition, and interest differential payments. Costs for residential tenants include move costs and rent differential payments. Costs for non-residential or commercial occupants include moving and related expenses and business reestablishment costs or In-Lieu payments. The report will then be prepared in draft form and forwarded to the City for comment and circulation.

Replacement Housing Plan

The Replacement Housing plan is a comprehensive document that provides the City with data and supporting documentation to determine if housing that is proposed for demolition, for a public improvement project, will need to be replenished and replaced. The analysis provides for the investigation of secondary data and sources.

Information is obtained from printed sources such as local low to moderate income housing requirements, Housing Authority information, City general plan, and City zoning code areas. In regard to financial services, local, State, and Federal programs are researched to see what financial programs are available for low to moderate income

housing. In regard to other sources of information, the project Finding of No Significant Impact report, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report/Environmental Impact Statement, documents are reviewed.

The analysis also provides for the availability of comparable sites and locations search. A search of general and multiple listing services, field review of sites, and local newsprints and news sources are reviewed. The Replacement Housing plan requires the determination, based on findings, if replacement or replenishment housing is needed. The draft report is prepared and finalized for submittal to City for review and final approval.

Residential & Non-Residential Relocation

1) *Relocation Assistance-Residential:* Residential Relocation Assistance activities will be performed to include coordination with the Acquisition agent (to obtain date of first written offer, preliminary information of occupants, phone nos. & owner/tenant status); preparation of General Information Notice, Notice of Eligibility/Entitlement letters to owners/tenants, relocation advisory assistance (i.e. referral to various City programs, first time buyers programs & referral/replacement site information); preparation and discussion of replacement housing payments such as purchase price differentials, interest differentials, and incidental costs for 90 day owner-occupants and rent differential entitlements for 90 Day tenants; preparation and service of 90 & 30 Day Notice to Vacate letters in coordination with agency legal counsel; preparation of applicable relocation claim forms and supporting information (i.e. Self-move-schedule room count move, Actual Moving Expense forms); and vacancy verification.

   An additional element of residential relocation is the determination of entitlement. For 90 Day Owner-Occupants, the purchase differential calculation is determined. The determination is based on the difference between the lesser of the decent, safe, & sanitary actual replacement dwelling or comparable replacement dwelling price and the acquisition price of the subject property.

   In regard to the 90 Day Tenants, the determination is based on the difference between the lesser of the decent, safe, and sanitary actual replacement dwelling rent or comparable replacement dwelling rent plus utilities And the lesser of 30% of gross household income or actual rent of subject dwelling plus utilities.

   In accordance with Federal and State Guidelines and City Policies and Procedures, a "Rent Schedule" for 90 Day Occupants may be requested for City approval. The availability of a "Rent Schedule" allows a project to be implemented with more effectiveness and efficiency since the comparable rents will already be identified. The availability of this information is an advantageous benefit for both City and consultant in their ability to meet the project schedule.

2) *Relocation Assistance-Commercial*: Commercial Relocation Assistance activities are different in certain other respects. Among other items of consideration are business items of personal property (i.e. certified inventory for solicitation of move bids); discussion with business of Actual Moving Expense and Business Reestablishment payments v. In-lieu payments.

Close coordination with Acquisition is a necessity to obtain date of first written offer, preliminary information of occupants, phone nos. & owner/tenant status. Other consideration that must be coordinated and communicated is the items identified in the "Fixtures & Equipment" (F&E) offer presented by Acquisition. The F&E items are items pertaining to the real estate. These items must be checked against the "Certified Inventory" or Personal property to insure that the displacee will not be paid twice for the items (first for the purchase and second for the relocation).

The Company will also prepare and present the General Information Notice, Notice of Eligibility letters to owners/tenants, relocation advisory assistance (i.e. referral and replacement site information); preparation and service of 90 & 30 Day Notice to Vacate letters in coordination with agency legal counsel; applicable relocation claim forms and supporting information (i.e. Business Self-move Actual Moving Expense forms); and verify vacancy. Respective claim forms with supporting information will be prepared and assembled for submittal to the City for displacee reimbursement.

Relocation Other

This Company recognizes that all residential displacees have twelve (12) months to move into Decent, Safe, & Sanitary housing and eighteen (18) months to file a relocation claim at time of vacancy. Given the above, all relocation files will be prepared for file closeout and submission to the City in accordance with City close out procedures.

Files will be reviewed for completeness and accuracy and all respective documents (i.e. claim forms, notice of eligibility letter, entitlement letters, vacate notices, and other supporting documents) contained in file.

Coordination with the City Project Manager is important to advise of tracking and delivery of vacant properties, properties with challenged relocations (i.e. manufacturing businesses or businesses constructing new facilities) and the possibility of more time needed in occupancy. Environmental Hazardous Waste/Materials coordination may be necessary for properties such as Gasoline Service Stations, dry cleaners, or manufacturing companies.

2) *Records Management, Project Tracking & Quality Control*:

In regard to Data and Records management, individual file folders will be made with Relocation Diary information (i.e. Name, address, phone number, date of first written offer to owner), diary log sheets, and copies of respective notices and correspondence. Each displacee will have an individual file.

In regard to tracking and schedule, an "Excel" spreadsheet will be prepared to show project schedule, date of activities (i.e. first written offer date, Notice of Eligibility date, vacancy date etc.).

Quality assurance and quality control will be performed by the Project Manager. Any and all relocation claims, notices, and documents will be reviewed by the Project Manager for compliance and prior to submittal to the City or payment.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

Rudy M. Romo
[Printed Name]

President & Chief Executive Officer
[Title]

and

By: _____

Natsuyo Higuchi
[Printed Name]

General Manager
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Romo Acquisition & Relocation Services LLC
Company Information

1. Headquarters Office: 5352 El Rivino Road
Jurupa Valley, CA 92509
Phone - (951) 237-7275
Fax - 1-866-261-5578

2. Branch Office: 5585 E. Pacific Coast Highway
Unit #110
Long Beach, CA 90804
Phone – (562) 986-9512
Fax – 1-866-261-5578

Type of Entity: Limited Liability Company Partnership

Members of Consultant Management Team

No.	Name	Title	Phone No.	E-mail
1.	Rudy M. Romo	Project Manager	(951) 237-4680	rudromo@aol.com
2.	Laura M. Romo	Senior Relocation Agent/Chief Financial Officer	(951) 237-7275	romocondor2@sbcglobal.net

ROMO ACQUISITION & RELOCATION SERVICES
Organization Chart
Relocation Assistance Services

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

R. P. LAURAIN AND ASSOCIATES, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and R. P. LAURAIN AND ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment**.

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	R. P. Laurain and Associates, Inc. Attn: John P. Laurain 3353 Linden Avenue, Suite 200 Long Beach, CA 90807

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____ for
Assistant City Attorney

Certified as to availability of funds:

By: _____ for
Chief Financial Officer

R. P. LAURAIN AND ASSOCIATES, INC., a California corporation

By: _____
John P. Laurain, MAI, ASA
[Printed Name]

President
[Title]

and

By: _____
Charlotte E. Laurain
[Printed Name]

Chief Financial Officer
[Title]

24-1635.1 SDW 9/17/24

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

Proposal Type: Appraisal Services
Real Property Appraisal and Real Property Appraisal Review

FIRM:

R. P. Laurain & Associates was established in January 1969, for the purpose of providing professional real estate appraisal services. The company was incorporated November 5, 1979. The firm's contact information is as follows:

R. P. LAURAIN & ASSOCIATES, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807-4503
Telephone: (562) 426-0477
Facsimile: (562) 988-2927
E-mail: rpla@rplaurain.com

Attention: John P. Laurain, MAI, ASA
President

SCOPE OF SERVICES:

Real estate appraisal services will be required in order to ensure compliance with the California Constitution in the acquisition of private property. An appraiser, licensed and certified in the State of California, and having an MAI designation, shall prepare an appraisal report in accordance with the applicable standards set forth in the RFP, and reiterated in the following portion of this response to the RFP.

Upon receipt of request for real estate appraisal services from the City of Riverside, Successor Agency to the Redevelopment Agency, and/or Housing Authority of the City of Riverside, (City) the appraiser will conduct an in-field review of the subject property (generally from the adjacent public streets) to determine the approximate number of hours necessary to complete the appraisal study (or studies, if more than one property). Certain information will be obtained regarding the subject property(ies) with respect to zoning, basic physical characteristics of the land and improvements, general real estate market conditions in the immediate subject area, and general review of real estate market activity (land sales, improved property sales, rental data, etc.).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

The appraiser will submit a written proposal to the City setting forth (1) the amount of time necessary to complete the appraisal assignment(s), and (2) a not-to-exceed appraisal fee quotation. At least one member of the firm, signing the appraisal report, will be a Member of the Appraisal Institute, having a MAI designation. If authorized to proceed with the appraisal assignment, the following procedure will be initiated with each appraisal assignment.

1: The principal appraiser assigned to the assignment will have a current California Certified General Real Estate Appraisal license in good standing, and will be capable and competent in the appraisal type (single family, multi-family, industrial, commercial and/or special use property), as well as experienced in partial acquisition properties. Note that all of the primary appraisers at this firm meet the minimum experience requirements set forth in the RFQ.

2: At least one appraiser at the firm, having an MAI designation, will sign the appraisal report, which will be prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

3: The narrative appraisal report will conform to the (1) Uniform Standards of Professional Appraisal Practice (USPAP), (2) both State and Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, (3) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, (4) the Caltrans' Right of Way Manual, Chapter 7, (5) Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), and (6) any other applicable project or funding requirements, or guidelines, as required or applicable for each assignment. URAR form reports will not be utilized.

4: In the case of appraisal studies involving federal funding (full or partial acquisitions), as applicable, the report will be prepared in conformity with Caltrans Right of Way Manual, Chapter 7, Appraisals, as applicable.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

5: An Appraisal Summary Statement, including attachments as necessary, will be provided with each report in order to comply with requirements of the California Government Code, Section 7267.2, unless an exemption is made by City Staff for a particular assignment.

6: The report will contain: All real estate items (land, buildings, and appurtenant on-site improvements), exclusive of non-realty fixtures, equipment and business inventory; pertinent property data; date of value; discussion and conclusion of highest and best use; a narrative explanation of approaches to value; summary of tabulation of market data; analysis of market data and conclusions of value, including severance damages where applicable, and project benefits, where applicable.

7: The appraiser will attend project meetings or conference calls with the City staff, if necessary.

8: Appraiser will be available to testify in depositions or as an expert witness in any case in which such services would, at the discretion of the City Attorney's Office, be required. Any such services will be billed contracted separately with the City Attorney's Office, per the rate schedule attached to this proposal.

9. A complete narrative tabbed appraisal report will be prepared in triplicate (two bound copies and one unbound copy); one electronic copy (PDF file) will also be provided. If a report is being prepared for multiple parcels, the report will be divided and labeled with tabs that identify the beginning of the narrative analysis and valuation for each parcel.

Following are additional specific items related to the actual appraisal process that are followed by the appraiser, and may be of interest to the reader of this submission in response to the RFP.

The objective of the appraisal study will usually require the estimation of Fair Market Value. Fair Market Value is defined in Section 1263.320 of the California Code of Civil Procedure. If the subject property represents a "total taking" by

SCOPE OF SERVICES: (Continued)

the City, Successor Agency, or Housing Authority (City) the appraiser will be guided by said definition of Fair Market Value. If the appraisal assignment involves a partial taking of a parent property for a street right-of-way acquisition project, or other similar public project, the objective of the appraisal study will be the estimation of Total Just Compensation including the consideration of severance damages and project benefits, as may be appropriate.

The work plan for the appraisal of a partial taking appraisal study will be more extensive than the total taking of a property. The following procedure addresses a total acquisition situation.

1. A Notice of Intent to Appraise will be issued to the subject property owner by the appraiser (following the issuance of a Notice of Decision to Appraise issued by the City). The Notice of Intent to Appraise will, among other things, invite the subject property owner or his/her representative to accompany the appraiser at the time of the formal appraisal inspection. This firm has made it a practice to also submit a "Property Data" form along with the notification letter, which form provides the property owner the opportunity to convey information to the appraiser regarding recent repairs and upgrades made to the property, and the cost thereof; the form also requests information regarding existing leases and rental history as may be applicable.

2. The property owner is generally allowed ten days to respond to the Notice of Intent to Appraise. If the owner responds and is cooperative, an appointment will be established at the owner's convenience. If the owner does not respond, the appraiser will attempt to contact the owner by telephone, or at the subject property. If the owner does not respond and the property is tenant occupied, arrangements will be made with the tenant for the formal appraisal inspection (as the tenant has possession of the property).

3. The formal appraisal inspection will include the measurement of all buildings and site improvements. Photographs will be taken of all buildings (including interior photographs) and site improvements. The construction detail of all buildings will be

SCOPE OF SERVICES: (Continued)

recorded (foundation, floor, exterior walls, etc.). If the property owner and/or tenant deny the appraiser access, the City will be advised, and information will be obtained (1) by viewing the subject property from the adjacent public rights-of-way, as well as (2) from public records and other sources.

4. The zoning of the subject property, along with development standards, will be determined by contact with the proper zoning authority. If there is a question regarding the highest and best use of the subject property, and that use is not in accordance with, or is not permitted within, the existing zoning, an indication will be obtained from the proper zoning official as to the reasonable probability of obtaining a zone change, variance or Conditional Use Permit. The appraisal of the subject property will be based on the legal use which, in most cases, will be the current use.

5. A market research program will be initiated to locate land sales, improved property sales and rental data, as appropriate, for the application of those conventional valuation methods applicable to the subject property. The three conventional valuation methods include the Sales Comparison Approach, Cost-Summation Approach and Income Capitalization Approach. Various data sources (title company, data publication services, and in-person contact with real estate agents and professional property managers) will be utilized in order to obtain an adequate and representative amount of market data for the application of the valuation methods.

   (Note that while the formal appraisal inspection of a subject property may take one to five hours, the assemblage, viewing, verification, and analysis of market data may take several days or several weeks, depending upon the number and complications of the property(ies) being appraised, and the impact on the subject property by the partial taking.)

6. All market data (land sales, improved property sales and rental information) will be viewed, photographed and confirmed with a party of interest; the sales will be confirmed by the grantor,

SCOPE OF SERVICES: (Continued)

grantee or agent involved in the transaction; the rental data will be confirmed by the lessor, lessee and/or agent/manager involved in the lease transaction. Note that it is important to obtain a confirmation of the sale price (or lease rate) and terms of sale (or lease terms) in order to properly analyze the sale or rental property as it relates to the subject property.

7. The valuation analysis will be applied to the subject property by application of the three conventional valuation methods, as applicable.

   7a. The Sales Comparison Approach will utilize land sales, as well as improved property sales; adjustments will be made as appropriate for such items as market conditions existing as of the date of sale, financing, and the various elements of comparability, i.e. location, immediate environmental influences, land size, land configuration, building size, building condition, construction quality, etc.

   7b. The Cost-Summation Approach will be applied employing the land value estimate derived via the Sales Comparison Approach, plus the replacement cost new of buildings and site improvements less a certain amount of depreciation based on the physical condition, functional utility, and possibly economic or locational obsolescence. The value indication produced by the Cost-Summation Approach is the sum of the land value (as if vacant and available for a highest and best use development), plus the depreciated value of all improvements. Note that the replacement cost new will include both direct and indirect costs (sometimes referred to as "hard" and "soft" costs).

   7c. The Income Capitalization Approach is based essentially on the amount of net income capable of being derived by a property, which net income is then capitalized, or converted to an indication of value, by an appropriate capitalization rate derived from sales of reasonably comparable investment-type properties. The application of the Income Capitalization Approach includes the proper

SCOPE OF SERVICES: (Continued)

estimate of gross income capable of being generated by the subject property, then adjusted for a proper vacancy rate and proper amount of fixed and operating expenses. The proper income applicable to the subject property is estimated by way of the comparison process after reviewing rental rates of other reasonably comparable properties. The vacancy charge is based on a survey of other similar properties in the subject market area. The actual expenses of the subject property will be considered along with "industry standards" and expense ratios of other similar properties. The capitalization rate will also be determined based on market evidence, i.e. sales of reasonably similar investment properties wherein the sale price thereof and net operating income can be determined or obtained from a party of interest in the sale transaction. There are certain sources of summarized capitalization rates and yield rates that are available from the national appraisal organizations, and private real estate data source companies. A Discounted Cash Flow Analysis may be used in lieu of a conventional Income Capitalization Approach; the Discounted Cash Flow Analysis, or Yield Capitalization, is a procedure in which a discount rate is applied to a set of projected income streams (or cash flows) and a monetary reversion at the end of the holding period (unless the study involves the leasehold up to and including the lease termination date). The analysis will generally cover a period of at least five years, and usually 10, 15 or 20 years.

8. The value indications produced by the three valuation methods will theoretically produce the same value, however, that is rarely the case due to the imperfection of the real estate market. The reconciliation process will generally conclude the fair market value based on that valuation method (approach) which is supported by the most reliable market data. Similar weight, then, may be assigned to more than one valuation method. The value of the subject property will be based accordingly.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

9. In the event of a partial taking, a complete before and after valuation study will be conducted to determine the amount of severance damages and benefits, if any.

10. The format of the appraisal report, from this firm, presents relative data, exhibits, the subject property description, and the valuation analysis in a complete, coherent and easy to follow sequence that has been appreciated by our clients.

John P. Laurain, MAI, ASA and President of the firm, and/or Benjamin V. Balos, MAI, will serve as the principal appraiser for all assignments issued by the City of Riverside, or Successor Agency, and/or Housing Authority (City). Certain associates may assist from time to time, however, John P. Laurain and/or Benjamin V. Balos will serve as the principal appraiser and key contact in all phases of an appraisal assignment, including the inspection of the subject property(ies), market data gathering process, market data analysis, valuation analysis, and drafting of the formal appraisal report.

Strengths in Specialty Area:

Timely performance and delivery of appraisal reports has been consistent. The workload of R. P. Laurain & Associates, Inc., at the present time, would allow the acceptance of appraisal assignments due in 30 to 40 days, depending on the appraisal complications of the assignment. Multi-parcel assignments or partial taking appraisals would be quoted at 40 to 60 days, or longer, depending on the number of parcels. The delivery time for a specific project would represent a firm commitment. The commitment would be based on the timely receipt of all documents, maps, drawings, title reports (if any), etc., ordinarily provided by the City at the initiation of the appraisal assignment. Note that, in the past, R. P. Laurain & Associates, Inc., has performed appraisal assignments under agreements and contracts containing a penalty clause (reduced appraisal fee) for tardy assignments; R. P. Laurain & Associates, Inc., has never suffered a fee reduction for a tardy appraisal report.

Other strengths include a broad range of experience with various types of real estate appraisal situations. The variety is covered in the Background and Qualifications for the Principal Appraisers, in the following Company Information and Company Personnel Sections, as well as the Experience and References Section.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

APPRAISAL REVIEW SERVICES:

The objective of the review appraisal study will be the analysis of the acquisition appraisal report to determine the accuracy and reasonableness of (1) the description of the subject property and the appraisal problem, (2) the appropriate application of the valuation methodology, and (3) the final estimate of fair market value (total just compensation).

The appraisal report(s) under review must be prepared in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, the State of California Government Code, the State of California Relocation Assistance and Real Property Guidelines, the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice.

Further, as required, the acquisition appraisal report must be prepared in accordance with the State of California Department of Transportation (Caltrans) Manual and/or the Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book"). For projects involving Caltrans oversight, when applicable, the review appraiser and acquisition report appraiser will coordinate with Caltrans Relocation Assistance Agent or consultant as part of the review process.

As set forth in the RFP, the "purpose of the appraisal review study is to express comments and develop opinions regarding (1) the completeness of the appraisal report under review, (2) the adequacy and relevancy of the data, and any adjustments to said data, (3) the appropriateness of the appraisal methods and techniques, (4) whether the analyses, opinions and value conclusions are appropriate and reasonable, and (5) conformance of the appraisal report under review with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), if applicable."

The review appraiser and the acquisition appraiser should discuss the appraisal assignment as soon as possible. The review appraiser and, if practical, the acquisition appraiser, should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the review appraiser shall request from City Staff a legal opinion from City Attorney's Office, as applicable. Commission's legal counsel. The appraisal review format and sequence of contents follow. Comments will be presented of any inadequacies or required corrections:

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

1. GENERAL CREDIBILITY — Accepted

Correctly employ recognized methods and techniques
Not commit errors of omission or commission
Not commit careless or negligent series of errors

2. FORMAT AND PRESENTATION

Type of report - acceptable
Appearance and arrangement
Letter of transmittal
Table of contents
Executive Summary
Supporting reports of technical specialists
Certification of appraiser
  USPAP Certification
  Uniform Relocation Act of 1970
  UASFLA (Federal):
    Federal Department of Transportation
  Other Certification
Assumptions and limiting conditions
Extraordinary assumptions and hypothetical conditions

3. DELINEATION OF ASSIGNMENT

Purpose of appraisal
Definition of value
Address of property
Classification of property
Intended user and intended use

4. GENERAL DATA

City, and area data
Neighborhood data
Real estate market conditions
Availability of utilities
Street improvement description
Transportation
Favorable and unfavorable factors

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

5. PROPERTY DATA — Accepted

- Ownership
- Title/acquisition data
- Legal description
- Site description
  - Location
  - Land dimensions
  - Land area
  - Topography
  - Soil contamination
  - Easements and encumbrances identified
  - Off-site improvements
  - Zoning
  - Present use
- Improvements
  - Type and use of building(s)
  - Age and condition
  - Structural and construction detail
  - Mechanical equipment
  - Floor plans or functional detail
  - Other on-site improvements
  - Demolition and clearing
  - Non-realty fixtures and equipment excluded
  - Personal property excluded
  - Business goodwill excluded
- Sale history and listing information
- Assessed value and annual real estate taxes
- Plot plan drawing and plat map
- Right-of-way drawings
- Photographic coverage

6. HIGHEST AND BEST USE ANALYSIS

- Analysis of legal factors
- Analysis of physical factors
- Analysis of economic factors
- Reasonableness of conclusion

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

7. SALES COMPARISON APPROACH - LAND

Adequate and relevant sales data
Date and condition of sales employed
Date of sale considered
Analysis and comparison with subject property
Reasonableness of conclusions
Unit value indication ($ per sq. ft., acre, etc.)

8. SALES COMPARISON APPROACH - IMPROVED

Adequate and relevant sales data
Date and condition of sales employed
Date of sale considered
Analysis and comparison with subject property
Reasonableness of conclusions
Unit value indications ($ per sq. ft., unit, etc.)

9. COST-SUMMATION APPROACH TO VALUE

Cost estimates used
Reasonableness of estimates
Estimate of accrued depreciation
Estimate of rehabilitation cost
Contributory value of other improvements
Summation value
Reasonableness of conclusion
Salvage value of improvements

10. INCOME CAPITALIZATION APPROACH TO VALUE

Annual rent by comparison
Vacancy and credit loss estimate
Operating expenses
Reserves for replacements
Net operating income
Capitalization method and rate - justified
Reasonableness of indicated value

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

11. RECONCILIATION

Reconciliation of
- Sales Comparison Approach
- Cost-Summation Approach
- Income Capitalization Approach

Reasonableness of reconciliation

12. PARTIAL TAKING

Description of part taken, land
Description of part taken, improvements
Valuation methodology

13. BEFORE AND AFTER VALUATION

Description of "after" condition, land
Description of "after" condition, improvements
Valuation methodology

14. SEVERANCE DAMAGES

Description of severance damage impact(s)
Reasonableness of conclusion

15. PROJECT BENEFITS

Description of project benefit(s)
Reasonableness of conclusion

16. FINAL ESTIMATE OF TOTAL JUST COMPENSATION

Reasonableness of conclusion

17. MARKET DATA

Sales data
- Land description
- Improvement description
- Grantor/grantee documentation
- Financing and terms of sale
- Confirmation sources
- Adequate photographs
- Market data map

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

17. MARKET DATA (Continued) — Accepted

Rental data
- Land description
- Improvement description
- Confirmation of rental rate and terms
- Adequate photographs

18. OVERALL EFFECTIVENESS

- Appraisal problem clearly stated
- Accuracy of supporting data
- Accuracy of mathematical computations
- Proper approaches used
- Reasonableness of final estimate of value

19. COMMENTS

(Discussion and conclusions regarding items that are Accepted (Y), Not Accepted (N), Not Applicable (NA), or Other (O).

TERMS AND CONDITIONS:

We have reviewed and agree with all of the General Terms and Conditions, the sample Professional Consultant Services Agreement, and all other applicable terms and conditions set forth in the Request for Proposal for Professional Services.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____
John P. Laurain, MAI, ASA
[Printed Name]

President
[Title]

and

By: _____
Charlotte E. Laurain
[Printed Name]

Chief Financial Officer
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

The Principal Appraisers for the firm of R.P. Laurain and Associates, Inc. are as follows:

John P. Laurain, MAI, ASA
President
Telephone: (562) 426-0477
Corporate E-mail: rpla@rplaurain.com
Direct E-mail: john@rplaurain.com

Benjamin V. Balos, MAI
Senior Appraiser
Telephone: (562) 426-0477
Corporate E-mail: rpla@rplaurain.com
Direct E-mail: ben@rplaurain.com

Refer to the detailed Background and Qualifications and licenses for each of the foregoing Principal Appraisers in the following portion of this section. John P. Laurain, President, is authorized to execute contracts for the firm.

In addition, the Principal Appraisers may be assisted by other appraisal and office staff. Additional appraisal staff includes:

Austin S. Ku, Associate Appraiser
Certified General Real Estate Appraiser
California Certification No. AG 3007399

Abagail Penksaw
Appraiser Trainee
BREA Identification No. AT 3009984

As noted, however, John P. Laurain, MAI, ASA and/or Benjamin V. Balos, MAI, being the principal appraisers of the firm, will act as key personnel for all appraisal assignments. The principal appraisers, however, may be assisted by the foregoing Associate Appraiser, Appraiser Trainee, and/or other office staff.

Statement of Relevant Firm Experience:

The appraisal firm has been involved in a variety of real estate appraisal and consultation assignments including many right-of-way projects of full and partial acquisition studies, special use private and public properties, as well as studies for specialized acquisitions of aerial easements, aviation easements, subway tunnel easements, etc. Our primary client base consists of local, state and federal governmental agencies for over 50 years.

COMPANY PERSONNEL (Continued)

Note that this firm does not provide Business (Goodwill) or Fixture and Equipment appraisals, however, this firm has had extensive experience working with Business and Fixture and Equipment appraisers in the course of conducting real estate appraisal assignments for various public agencies.

Our involvement in various public agency eminent domain appraisal work has impressed upon us the necessity of maintaining a high degree of diplomacy in order to insure good public relations between property owners, tenants, and the public agency. Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain and voluntary full acquisition studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, Navy housing, senior housing, public bond measures, leasing of publicly-owned properties, Quimby Act park fee studies, Fair Political Practices Commission analyses, budgetary studies, and transfers (exchanges) of properties between public agencies. Private real estate appraisal services have been conducted for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies, and other private uses.

Appraisal, consultation, and analysis specialization of this firm has been in the area of residential, commercial, industrial, apartment building, and special use properties. The types of properties appraised for public agencies, plus private party and corporate clients for more than 40 years have varied and include:

- All types of vacant land including single family residential, multiple family residential, commercial, industrial, open space, preserved habitat, tidelands, and recreational land.
- Single family residential properties have included both subdivision development, plus tract-built production homes and custom homes in exclusive areas.
- Improved commercial properties have included neighborhood retail, strip centers, neighborhood centers, regional malls, hotels, plus low-, medium- and high-rise office buildings, including corporate headquarters facilities.

COMPANY PERSONNEL (Continued)

- Industrial properties include warehouse facilities, light and heavy manufacturing properties, cold storage facilities, petroleum refineries, shipyard facilities, foundries, food processing, lumber yards, recycling centers, open storage, vacant land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, sites with soil contamination and land fill properties, and international seaport properties.
- Special purpose and special use properties have included various smallcraft boat marinas and yacht clubs in Southern California, flood control channels, tidelands property, river rights-of-way, reservoirs, open space and recreation properties, railroad rights-of-way, golf courses, athletic stadiums (Rose Bowl, and Blair Field), hospitals, churches, fire stations, city hall buildings, libraries, public parking structures, parks, public and private schools, adult learning centers, athletic facilities and gymnasiums, bowling alleys, tennis centers, youth homes, after school facilities, daycare facilities, homeless shelters, hospitals, skilled nursing facilities, meeting halls and lodges, veteran facilities, telecommunication sites, refuse sites, mobile home parks, and airport properties.

In addition to the three conventional valuation methods (Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence, value-in-use, fractional interests, hypothetical valuations, and reuse studies.

Property interests appraised for eminent domain purposes include full and partial takings, as well as severance damage and project benefit studies. Valuation of various property and acquisition types include full and partial fee takings, permanent easements, acquisition of leased fee and leasehold interests, rental value studies, special purpose corridor properties, inclusive of the use of the "across the fence" (ATF) methodology, temporary and permanent severance damage studies, etc.

COMPANY PERSONNEL (Continued)

The appraisals of various types of properties have also included, particularly in the case of right-of-way acquisitions and partial takings, the following types of easements.

- Surface and subsurface nonexclusive utility easements.
- Drainage, storm drain and flood control easements.
- Exclusive mass transit subway tunnel easements.
- Aerial and aviation easements.
- Conservation easements.
- Construction tie-back easements.
- Temporary construction easements.
- Multi-layered and overlapping easements.
- Severance damage and benefit studies.

INDIVIDUAL QUALIFICATIONS:

Refer to the Background and Qualifications for John P. Laurain, MAI, ASA and Benjamin V. Balos, MAI, beginning on the following page.

A partial list of appraisal assignments completed by one or both of the principal appraisers is contained at the end of this section, following the individual Background and Qualifications.

BACKGROUND AND QUALIFICATIONS

John P. Laurain, MAI, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754

PRESIDENT:

R. P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807
Office: (562) 426-0477 - Fax: (562) 988-2927
rpla@rplaurain.com

PROFESSIONAL ORGANIZATION AFFILIATIONS:

The Appraisal Institute
MAI Designated Member

American Society of Appraisers
Senior member; hold professional endorsement and designation "ASA" in urban real estate.

American Arbitration Association
Associate arbitrator in title insurance matter.

Certified General Real Estate Appraiser by the
Office of Real Estate Appraisers, State of California.
Certification No. AG 025754.

APPRAISAL BACKGROUND:

Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, Navy housing, senior housing, public bond measures, leasing of publicly-owned properties, Quimby Act park fee studies, Fair Political Practices Commission analyses, budgetary studies, and transfers (exchanges) of properties between public agencies. Private real estate appraisal services have been conducted for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies, and other private uses.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Residential Property:
Residential properties appraised include single family, condominiums, own-your-own, townhouse, low and medium density multiple family, 100+ unit apartment complexes, waterfront properties, boat docks, mobile home parks, vacant single-family lot and acreage parcels, and low to high density vacant land parcels.

Commercial and Industrial Property:
Commercial property appraisal studies have included single and multi-tenant retail, strip centers, shopping centers, low-rise and high-rise office buildings, medical offices, restaurants and fast-food developments, nightclubs, convenience stores, theaters, automobile repair and service facilities, service stations, truck fueling and washing stations, car wash facilities, automobile sales, mixed-use properties including single resident occupancy (SRO) developments, as well as hotel and motel properties, and vacant land.

Industrial property appraisals have included warehouses, light and heavy manufacturing, distribution and transit facilities, food processing, cold storage, lumber yards, recycling centers, open storage, vacant land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, sites with soil contamination and land fill properties.

Special Purpose and Special Use Properties:
Appraisal services and valuation studies of public, quasi-public, special use, and nonprofit facilities include, among others, seaport properties, airport properties (FBO, hangars, warehouse, office, land, etc.), submerged land, river rights-of-way, reservoirs, agricultural land, conservation/mitigation and wetland properties, utility and railroad rights-of-way, flood control channels, city hall buildings and civic center complexes, courthouses, libraries, fire and police stations, post offices, public parking structures, parks, public and private schools, adult learning centers, athletic facilities and gyms, bowling alleys, tennis centers, youth homes, after school facilities, daycare facilities, hospitals, skilled nursing facilities, churches, meeting halls and veteran facilities.

Valuation Methodologies:
In addition to the three conventional valuation methods (Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee, and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence, value-in-use, fractional interests, hypothetical valuations, and reuse studies.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Property interests appraised for eminent domain purposes include full and partial takings, as well as severance damage and project benefit studies. Valuation of various types of easements have included permanent surface, street, temporary construction, slope, utility, pipeline and subsurface, aerial, bridge structure, signal light, exclusive and nonexclusive surface rights, multi-layered, battered pilings, tie-back, railroad, drainage ditch, and flood control easements.

Clients:

Real estate research, analysis and appraisal services performed on projects for various public agencies and private corporations while associated with R. P. Laurain & Associates, Inc., since 1986. Following is a partial list of public agencies for which appraisal services have been provided:

Cities:

City of Alhambra
City of Anaheim
City of Artesia
City of Arvin
City of Azusa
City of Baldwin Park
City of Bell
City of Bell Gardens
City of Bellflower
City of Beverly Hills
City of Brea
City of Buena Park
City of Burbank
City of Carson
City of Cathedral City
City of Chino
City of Chino Hills
City of Compton
City of Corona
City of Covina
City of Cudahy
City of Cypress
City of Diamond Bar
City of Downey
City of El Monte
City of El Segundo
City of Garden Grove
City of Glendale
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of Laguna Beach
City of Laguna Woods
City of Lakewood
City of La Mirada
City of Lawndale
City of Long Beach
City of Los Alamitos
City of Los Angeles
City of Monrovia
City of Montebello
City of Monterey Park
City of Newport Beach
City of Norwalk
City of Oceanside
City of Ontario
City of Palmdale
City of Palm Springs
City of Paramount
City of Pasadena
City of Perris
City of Placentia
City of Rancho Cucamonga
City of Redlands
City of Redondo Beach
City of Riverside
City of Rosemead
City of San Juan Capistrano
City of San Marino
City of Santa Ana
City of Santa Fe Springs
City of Seal Beach
City of Signal Hill
City of South El Monte
City of South Gate
City of Tustin
City of Upland
City of West Hollywood
City of Whittier

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Other Public and Quasi-Public Agencies:

Alameda Corridor Transportation Authority
California High Speed Rail Authority
Caltrans
Castaic Lake Water Agency
Hawthorne School District
Kern County
Long Beach Community College District
Long Beach Airport
Long Beach Unified School District
Long Beach Water Department
Los Angeles County Department of Beaches and Harbors
Los Angeles County Chief Executive Office
Los Angeles County Metropolitan Transportation Authority
Los Angeles County Public Works
Los Angeles Unified School District
Los Angeles World Airports
Lynwood Unified School District
Orange County Transportation Authority
Orange County Public Works
Orange County Counsel
Port of Hueneme
Port of Long Beach
Port of Los Angeles
Port of San Diego
Port of Ventura
Riverside County Transportation Commission
San Bernardino County
Southern California Edison
State of California, Santa Monica Mountains Conservancy
U. S. Department of the Navy
U. S. Postal Service
Western Riverside County Regional Conservation Authority

Other:

Various attorneys, corporations, lending institutions, and private individuals.

Gold Coast Appraisals, Inc.:

Associate appraiser during portions of 1991 and 1992, specializing in single family residential through four-unit residential properties.

BACKGROUND AND QUALIFICATIONS (Continued)

EXPERT WITNESS:

Qualified as an expert witness in the Los Angeles County Superior Court, Central District.

Qualified as an expert witness Orange County Superior Court.

Qualified as an expert witness in an arbitration matter before Judicial Arbitration and Mediation Services in the Counties of Los Angeles and Orange.

Provided testimony as an expert witness in conjunction with eminent domain matters before the San Bernardino and Riverside County Superior Courts.

ACADEMIC BACKGROUND:

Cypress Community College - Basic curriculum.

Long Beach Community College - Basic curriculum.

Real estate and related courses taken through and at various Community Colleges, Universities, the Appraisal Institute, and business schools, in accordance with the Continuing Education Requirements of the State of California, as follows:

Fundamentals of Real Estate Appraisal
Appraisal Principles and Techniques
California Real Estate Principles
Real Estate Appraisal: Residential
California Real Estate Economics
Basic Income Capitalization Approach
Advanced Income Capitalization Approach
Advanced Market Analysis and Highest & Best Use
Advanced Applications
Advanced Concepts and Case Studies
Quantitative Analysis
Eminent Domain and Condemnation
Complex Properties
Real Estate Escrow
California Real Estate Law
Uniform Standards of Professional Appraisal Practice
Federal and State Laws and Regulations
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
Valuation of Conservation Easements

BACKGROUND AND QUALIFICATIONS

Benjamin V. Balos, MAI
Certified General Real Estate Appraiser
California Certification No. AG 040853

SENIOR APPRAISER:

R. P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807
Office: (562) 426-0477 - Fax: (562) 988-2927
ben@rplaurain.com

PROFESSIONAL ORGANIZATION AFFILIATIONS:

The Appraisal Institute
MAI Designated Member

Certified General Real Estate Appraiser by the
Office of Real Estate Appraisers, State of California
Certification No. AG 040853

APPRAISAL BACKGROUND:

Benjamin V. Balos has over 18 years of experience in the appraisal of real estate. He began his real estate appraisal career in March 2005, performing market research at R. P. Laurain & Associates, Inc. He received his California Certified General appraisal license in January 2008. In November 2015, he received his MAI designation from the Appraisal Institute.

Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, senior housing, public bond measures, leasing of publicly owned properties, Quimby Act park fee studies, budgetary studies, and transfers (exchanges) of properties between public agencies.

Private real estate appraisal services have been conducted for developers, lending institutions, insurance companies, attorneys, estates for tax and donation purposes, and numerous private property owners.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Residential Properties:

Residential properties appraised include single family, condominiums, town-house, low and medium density multiple family, large apartment complexes, waterfront properties, mobile home parks, vacant single family lot and acreage parcels, and low to high density vacant land parcels.

Commercial and Industrial Properties:

Commercial property appraisal studies have included single and multi-tenant retail, strip centers, shopping centers, professional office buildings, medical office buildings, restaurants, convenience stores, automobile repair facilities, car wash facilities, automobile dealerships, gas stations, used car lots, mixed use properties, single resident occupancy (SRO) developments, hotels and motels, and vacant commercial land.

Industrial property appraisals have included warehouses, light and heavy manufacturing, distribution and transit facilities, self-storage facilities, food processing, cold storage, automobile tow yards, recycling centers, open storage, vacant industrial land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, contaminated sites, and landfill properties.

Special Purpose and Special Use Properties:

Appraisal services and valuation studies of public, quasi-public, special use and non-profit facilities include, among others, utility and railroad corridors/rights of way, city hall buildings and civic center complexes, recreation centers, courthouses, libraries, fire and police stations, ranger stations, post offices, public parking structures, parks, public and private schools, adult learning centers, daycare facilities, hospitals, skilled nursing facilities, athletic facilities and gyms, golf courses, churches, live performance theaters, meeting halls and lodges, and veteran facilities.

Valuation Methodologies:

In addition to the three conventional valuation methods (Sales Comparison Approach, Cost Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence (ATF), surplus land, excess land, value-in-use, fractional interests, and reuse studies.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Certain appraisals have included (1) a retrospective date of value ("date of death" or other estate matters), and (2) a prospective date of value for properties not yet developed ("as if complete"), for construction financing, loan underwriting, and other purposes.

Property interests appraised for eminent domain purposes include full and partial takings, as well as complex severance damage studies and project benefit studies.

Valuation of a wide array of easements, including road/street, slope, drainage, flowage, access, aerial (overhang, bridge, etc.), subsurface (pipelines, sewer, subway tunnel, etc.), as well as temporary construction easements (TCEs) having terms ranging from one month to seven years.

CLIENTS:

Real estate appraisal services performed on projects for the following clients, among others, while associated with R. P. Laurain & Associates, Inc., from 2005 to the present:

Public Agencies:

- California Department of Transportation (Caltrans)
- City of Los Angeles Department of General Services
- County of Orange – County Executive Office
- Long Beach City Attorney
- Long Beach Water Department
- Los Angeles County Chief Administrative Office
- Los Angeles County Public Works Department
- Los Angeles County Metropolitan Transportation Authority (LACMTA)
- Los Angeles Unified School District (LAUSD)
- Los Angeles World Airports (LAWA)
- Ontario Housing Authority
- Ontario International Airport Authority (OIAA)
- Orange County Transportation Authority (OCTA)
- Port of Los Angeles
- Riverside County Flood Control & Water Conservation District
- Riverside County Transportation Commission (RCTC)
- San Bernardino County Real Estate Services Department
- Western Riverside County Regional Conservation Authority (WRCRCA)

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

Cities:

City of Artesia
City of Azusa
City of Baldwin Park
City of Bell
City of Bell Gardens
City of Bellflower
City of Brea
City of Buena Park
City of Beverly Hills
City of Burbank
City of Chino Hills
City of Commerce
City of Compton
City of Corona
City of Covina
City of Cudahy
City of Cypress
City of Downey
City of Garden Grove
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of La Mirada
City of La Palma
City of Lakewood
City of Lancaster
City of Long Beach
City of Los Angeles
City of Manhattan Beach
City of Monrovia
City of Montclair
City of Montebello
City of Monterey Park
City of Newport Beach
City of Norwalk
City of Ontario
City of Orange
City of Paramount
City of Placentia
City of Redondo Beach
City of Riverside
City of Rosemead
City of Santa Fe Springs
City of Seal Beach
City of Signal Hill
City of South El Monte
City of South Gate
City of Temple City
City of Upland
City of West Hollywood
City of Westminster
City of Whittier
City of Wildomar

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

Right of Way Consulting/Acquisition Firms:
- Epic Land Solutions
- Interwest Consulting Group (formerly CPSI)
- Kosmont Companies
- OPC (Overland Pacific & Cutler)
- Paragon Partners

Attorneys:
- Adams Stirling Professional Law Corporation
- Aleshire & Wynder
- BDG Law Group (Bergman Dacey Goldsmith)
- Best Best & Krieger (BB&K)
- Cihigoyenetche Grossberg & Clouse
- Claremont Law Group
- Hairapetian & Hairapetian
- Lewis Brisbois Bisgaard & Smith
- Oliver Sandifer & Murphy
- Richards Watson Gershon (RWG)
- Robie & Matthai
- Snell & Wilmer
- Squire Sanders & Dempsey (now Squire Patton Boggs)
- Tredway Lumsdaine & Doyle (TLD Law)

Developers:
- AMCAL Multi-Housing, Inc.
- Brookfield Properties
- City Ventures
- Lewis Operating Corporation
- Midwood Investment and Development
- Prism Realty
- Related California
- West Hollywood Community Housing Corporation

Other:
- Brilliant Corners
- California Water Service (Cal Water)
- Caruthers Financial Services
- Charles Drew University

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

China Airlines
Edward Jones Trust Company
Equity Office
Ewing Irrigation
Freeport-McMoRan Oil & Gas
Greka Energy
Little Lake City School District
LPA, Inc.
McGrath RentCorp
Midwood Investments
National Republic Bank of Chicago
Safeco Insurance Company
Sentinel Peak Resources
Southern California Edison (SCE)
South Orange County Community College District (SOCCCD)
Tarbell, Realtors
TEAC Corporation
University of La Verne
University of Southern California (USC)

EXPERT WITNESS:

Benjamin V. Balos is a designated expert witness in the Los Angeles County Superior Court, Central District.

ACADEMIC BACKGROUND:

Benjamin V. Balos has taken numerous courses and continuing education classes taken at the following institutions:

The Appraisal Institute

Allied Business School - Real Estate Appraisal

Kaplan Professional School - Real Estate Appraisal

McKissock Professional Education - Real Estate Appraisal

Cypress Community College

Calvary Chapel Bible College

COMPANY PERSONNEL (Continued)

Partial List of Appraisal Assignments and Company Experience:

As stated, the primary clientele of this firm has been involved in various local, state, and federal public agencies for over 50 years. The various types of appraisal studies, differing types of properties appraised, valuation methodologies, and property interests appraised are as previously set forth.

The reader is referred to Section 5 – Experience and References, for a partial list of appraisal assignments conducted by either, or both, of the key personnel of this firm, John P. Laurain, MAI, ASA and/or Benjamin V. Balos, MAI, as the Principal Appraisers.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

R. P. LAURAIN AND ASSOCIATES, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Review Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and R. P. LAURAIN AND ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Review Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Review Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	R. P. Laurain and Associates, Inc. Attn: John P. Laurain 3353 Linden Avenue, Suite 200 Long Beach, CA 90807

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination.** The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

R. P. LAURAIN AND ASSOCIATES, INC., a California corporation

By: _____
John P. Laurain, MAI, ASA
[Printed Name]

President
[Title]

and

By: _____
Charlotte E. Laurain
[Printed Name]

Chief Financial Officer
[Title]

24-1593.1 SDW 9/12/24

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

Proposal Type: Appraisal Services
Real Property Appraisal and Real Property Appraisal Review

FIRM:

R. P. Laurain & Associates was established in January 1969, for the purpose of providing professional real estate appraisal services. The company was incorporated November 5, 1979. The firm's contact information is as follows:

R. P. LAURAIN & ASSOCIATES, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807-4503
Telephone: (562) 426-0477
Facsimile: (562) 988-2927
E-mail: rpla@rplaurain.com

Attention: John P. Laurain, MAI, ASA
President

SCOPE OF SERVICES:

Real estate appraisal services will be required in order to ensure compliance with the California Constitution in the acquisition of private property. An appraiser, licensed and certified in the State of California, and having an MAI designation, shall prepare an appraisal report in accordance with the applicable standards set forth in the RFP, and reiterated in the following portion of this response to the RFP.

Upon receipt of request for real estate appraisal services from the City of Riverside, Successor Agency to the Redevelopment Agency, and/or Housing Authority of the City of Riverside, (City) the appraiser will conduct an in-field review of the subject property (generally from the adjacent public streets) to determine the approximate number of hours necessary to complete the appraisal study (or studies, if more than one property). Certain information will be obtained regarding the subject property(ies) with respect to zoning, basic physical characteristics of the land and improvements, general real estate market conditions in the immediate subject area, and general review of real estate market activity (land sales, improved property sales, rental data, etc.).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

The appraiser will submit a written proposal to the City setting forth (1) the amount of time necessary to complete the appraisal assignment(s), and (2) a not-to-exceed appraisal fee quotation. At least one member of the firm, signing the appraisal report, will be a Member of the Appraisal Institute, having a MAI designation. If authorized to proceed with the appraisal assignment, the following procedure will be initiated with each appraisal assignment.

1: The principal appraiser assigned to the assignment will have a current California Certified General Real Estate Appraisal license in good standing, and will be capable and competent in the appraisal type (single family, multi-family, industrial, commercial and/or special use property), as well as experienced in partial acquisition properties. Note that all of the primary appraisers at this firm meet the minimum experience requirements set forth in the RFQ.

2: At least one appraiser at the firm, having an MAI designation, will sign the appraisal report, which will be prepared in accordance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

3: The narrative appraisal report will conform to the (1) Uniform Standards of Professional Appraisal Practice (USPAP), (2) both State and Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, (3) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, (4) the Caltrans' Right of Way Manual, Chapter 7, (5) Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), and (6) any other applicable project or funding requirements, or guidelines, as required or applicable for each assignment. URAR form reports will not be utilized.

4: In the case of appraisal studies involving federal funding (full or partial acquisitions), as applicable, the report will be prepared in conformity with Caltrans Right of Way Manual, Chapter 7, Appraisals, as applicable.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

5: An Appraisal Summary Statement, including attachments as necessary, will be provided with each report in order to comply with requirements of the California Government Code, Section 7267.2, unless an exemption is made by City Staff for a particular assignment.

6: The report will contain: All real estate items (land, buildings, and appurtenant on-site improvements), exclusive of non-realty fixtures, equipment and business inventory; pertinent property data; date of value; discussion and conclusion of highest and best use; a narrative explanation of approaches to value; summary of tabulation of market data; analysis of market data and conclusions of value, including severance damages where applicable, and project benefits, where applicable.

7: The appraiser will attend project meetings or conference calls with the City staff, if necessary.

8: Appraiser will be available to testify in depositions or as an expert witness in any case in which such services would, at the discretion of the City Attorney's Office, be required. Any such services will be billed contracted separately with the City Attorney's Office, per the rate schedule attached to this proposal.

9. A complete narrative tabbed appraisal report will be prepared in triplicate (two bound copies and one unbound copy); one electronic copy (PDF file) will also be provided. If a report is being prepared for multiple parcels, the report will be divided and labeled with tabs that identify the beginning of the narrative analysis and valuation for each parcel.

Following are additional specific items related to the actual appraisal process that are followed by the appraiser, and may be of interest to the reader of this submission in response to the RFP.

The objective of the appraisal study will usually require the estimation of Fair Market Value. Fair Market Value is defined in Section 1263.320 of the California Code of Civil Procedure. If the subject property represents a "total taking" by

SCOPE OF SERVICES: (Continued)

the City, Successor Agency, or Housing Authority (City) the appraiser will be guided by said definition of Fair Market Value. If the appraisal assignment involves a partial taking of a parent property for a street right-of-way acquisition project, or other similar public project, the objective of the appraisal study will be the estimation of Total Just Compensation including the consideration of severance damages and project benefits, as may be appropriate.

The work plan for the appraisal of a partial taking appraisal study will be more extensive than the total taking of a property. The following procedure addresses a total acquisition situation.

1. A Notice of Intent to Appraise will be issued to the subject property owner by the appraiser (following the issuance of a Notice of Decision to Appraise issued by the City). The Notice of Intent to Appraise will, among other things, invite the subject property owner or his/her representative to accompany the appraiser at the time of the formal appraisal inspection. This firm has made it a practice to also submit a "Property Data" form along with the notification letter, which form provides the property owner the opportunity to convey information to the appraiser regarding recent repairs and upgrades made to the property, and the cost thereof; the form also requests information regarding existing leases and rental history as may be applicable.

2. The property owner is generally allowed ten days to respond to the Notice of Intent to Appraise. If the owner responds and is cooperative, an appointment will be established at the owner's convenience. If the owner does not respond, the appraiser will attempt to contact the owner by telephone, or at the subject property. If the owner does not respond and the property is tenant occupied, arrangements will be made with the tenant for the formal appraisal inspection (as the tenant has possession of the property).

3. The formal appraisal inspection will include the measurement of all buildings and site improvements. Photographs will be taken of all buildings (including interior photographs) and site improvements. The construction detail of all buildings will be

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

recorded (foundation, floor, exterior walls, etc.). If the property owner and/or tenant deny the appraiser access, the City will be advised, and information will be obtained (1) by viewing the subject property from the adjacent public rights-of-way, as well as (2) from public records and other sources.

4. The zoning of the subject property, along with development standards, will be determined by contact with the proper zoning authority. If there is a question regarding the highest and best use of the subject property, and that use is not in accordance with, or is not permitted within, the existing zoning, an indication will be obtained from the proper zoning official as to the reasonable probability of obtaining a zone change, variance or Conditional Use Permit. The appraisal of the subject property will be based on the legal use which, in most cases, will be the current use.

5. A market research program will be initiated to locate land sales, improved property sales and rental data, as appropriate, for the application of those conventional valuation methods applicable to the subject property. The three conventional valuation methods include the Sales Comparison Approach, Cost-Summation Approach and Income Capitalization Approach. Various data sources (title company, data publication services, and in-person contact with real estate agents and professional property managers) will be utilized in order to obtain an adequate and representative amount of market data for the application of the valuation methods.

   (Note that while the formal appraisal inspection of a subject property may take one to five hours, the assemblage, viewing, verification, and analysis of market data may take several days or several weeks, depending upon the number and complications of the property(ies) being appraised, and the impact on the subject property by the partial taking.)

6. All market data (land sales, improved property sales and rental information) will be viewed, photographed and confirmed with a party of interest; the sales will be confirmed by the grantor,

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

grantee or agent involved in the transaction; the rental data will be confirmed by the lessor, lessee and/or agent/manager involved in the lease transaction. Note that it is important to obtain a confirmation of the sale price (or lease rate) and terms of sale (or lease terms) in order to properly analyze the sale or rental property as it relates to the subject property.

7. The valuation analysis will be applied to the subject property by application of the three conventional valuation methods, as applicable.

   7a. The Sales Comparison Approach will utilize land sales, as well as improved property sales; adjustments will be made as appropriate for such items as market conditions existing as of the date of sale, financing, and the various elements of comparability, i.e. location, immediate environmental influences, land size, land configuration, building size, building condition, construction quality, etc.

   7b. The Cost-Summation Approach will be applied employing the land value estimate derived via the Sales Comparison Approach, plus the replacement cost new of buildings and site improvements less a certain amount of depreciation based on the physical condition, functional utility, and possibly economic or locational obsolescence. The value indication produced by the Cost-Summation Approach is the sum of the land value (as if vacant and available for a highest and best use development), plus the depreciated value of all improvements. Note that the replacement cost new will include both direct and indirect costs (sometimes referred to as "hard" and "soft" costs).

   7c. The Income Capitalization Approach is based essentially on the amount of net income capable of being derived by a property, which net income is then capitalized, or converted to an indication of value, by an appropriate capitalization rate derived from sales of reasonably comparable investment-type properties. The application of the Income Capitalization Approach includes the proper

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

estimate of gross income capable of being generated by the subject property, then adjusted for a proper vacancy rate and proper amount of fixed and operating expenses. The proper income applicable to the subject property is estimated by way of the comparison process after reviewing rental rates of other reasonably comparable properties. The vacancy charge is based on a survey of other similar properties in the subject market area. The actual expenses of the subject property will be considered along with "industry standards" and expense ratios of other similar properties. The capitalization rate will also be determined based on market evidence, i.e. sales of reasonably similar investment properties wherein the sale price thereof and net operating income can be determined or obtained from a party of interest in the sale transaction. There are certain sources of summarized capitalization rates and yield rates that are available from the national appraisal organizations, and private real estate data source companies. A Discounted Cash Flow Analysis may be used in lieu of a conventional Income Capitalization Approach; the Discounted Cash Flow Analysis, or Yield Capitalization, is a procedure in which a discount rate is applied to a set of projected income streams (or cash flows) and a monetary reversion at the end of the holding period (unless the study involves the leasehold up to and including the lease termination date). The analysis will generally cover a period of at least five years, and usually 10, 15 or 20 years.

8. The value indications produced by the three valuation methods will theoretically produce the same value, however, that is rarely the case due to the imperfection of the real estate market. The reconciliation process will generally conclude the fair market value based on that valuation method (approach) which is supported by the most reliable market data. Similar weight, then, may be assigned to more than one valuation method. The value of the subject property will be based accordingly.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

SCOPE OF SERVICES: (Continued)

9. In the event of a partial taking, a complete before and after valuation study will be conducted to determine the amount of severance damages and benefits, if any.

10. The format of the appraisal report, from this firm, presents relative data, exhibits, the subject property description, and the valuation analysis in a complete, coherent and easy to follow sequence that has been appreciated by our clients.

John P. Laurain, MAI, ASA and President of the firm, and/or Benjamin V. Balos, MAI, will serve as the principal appraiser for all assignments issued by the City of Riverside, or Successor Agency, and/or Housing Authority (City). Certain associates may assist from time to time, however, John P. Laurain and/or Benjamin V. Balos will serve as the principal appraiser and key contact in all phases of an appraisal assignment, including the inspection of the subject property(ies), market data gathering process, market data analysis, valuation analysis, and drafting of the formal appraisal report.

Strengths in Specialty Area:

Timely performance and delivery of appraisal reports has been consistent. The workload of R. P. Laurain & Associates, Inc., at the present time, would allow the acceptance of appraisal assignments due in 30 to 40 days, depending on the appraisal complications of the assignment. Multi-parcel assignments or partial taking appraisals would be quoted at 40 to 60 days, or longer, depending on the number of parcels. The delivery time for a specific project would represent a firm commitment. The commitment would be based on the timely receipt of all documents, maps, drawings, title reports (if any), etc., ordinarily provided by the City at the initiation of the appraisal assignment. Note that, in the past, R. P. Laurain & Associates, Inc., has performed appraisal assignments under agreements and contracts containing a penalty clause (reduced appraisal fee) for tardy assignments; R. P. Laurain & Associates, Inc., has never suffered a fee reduction for a tardy appraisal report.

Other strengths include a broad range of experience with various types of real estate appraisal situations. The variety is covered in the Background and Qualifications for the Principal Appraisers, in the following Company Information and Company Personnel Sections, as well as the Experience and References Section.

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

APPRAISAL REVIEW SERVICES:

The objective of the review appraisal study will be the analysis of the acquisition appraisal report to determine the accuracy and reasonableness of (1) the description of the subject property and the appraisal problem, (2) the appropriate application of the valuation methodology, and (3) the final estimate of fair market value (total just compensation).

The appraisal report(s) under review must be prepared in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, the State of California Government Code, the State of California Relocation Assistance and Real Property Guidelines, the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice.

Further, as required, the acquisition appraisal report must be prepared in accordance with the State of California Department of Transportation (Caltrans) Manual and/or the Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book"). For projects involving Caltrans oversight, when applicable, the review appraiser and acquisition report appraiser will coordinate with Caltrans Relocation Assistance Agent or consultant as part of the review process.

As set forth in the RFP, the "purpose of the appraisal review study is to express comments and develop opinions regarding (1) the completeness of the appraisal report under review, (2) the adequacy and relevancy of the data, and any adjustments to said data, (3) the appropriateness of the appraisal methods and techniques, (4) whether the analyses, opinions and value conclusions are appropriate and reasonable, and (5) conformance of the appraisal report under review with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), if applicable."

The review appraiser and the acquisition appraiser should discuss the appraisal assignment as soon as possible. The review appraiser and, if practical, the acquisition appraiser, should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the review appraiser shall request from City Staff a legal opinion from City Attorney's Office, as applicable. Commission's legal counsel. The appraisal review format and sequence of contents follow. Comments will be presented of any inadequacies or required corrections:

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

1. GENERAL CREDIBILITY

Accepted

Correctly employ recognized methods and techniques
Not commit errors of omission or commission
Not commit careless or negligent series of errors

2. FORMAT AND PRESENTATION

Type of report - acceptable
Appearance and arrangement
Letter of transmittal
Table of contents
Executive Summary
Supporting reports of technical specialists
Certification of appraiser
- USPAP Certification
- Uniform Relocation Act of 1970
- UASFLA (Federal):
  - Federal Department of Transportation
- Other Certification

Assumptions and limiting conditions
Extraordinary assumptions and hypothetical conditions

3. DELINEATION OF ASSIGNMENT

Purpose of appraisal
Definition of value
Address of property
Classification of property
Intended user and intended use

4. GENERAL DATA

City, and area data
Neighborhood data
Real estate market conditions
Availability of utilities
Street improvement description
Transportation
Favorable and unfavorable factors

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

5. PROPERTY DATA — Accepted

- Ownership
- Title/acquisition data
- Legal description
- Site description
  - Location
  - Land dimensions
  - Land area
  - Topography
  - Soil contamination
  - Easements and encumbrances identified
  - Off-site improvements
  - Zoning
  - Present use
- Improvements
  - Type and use of building(s)
  - Age and condition
  - Structural and construction detail
  - Mechanical equipment
  - Floor plans or functional detail
  - Other on-site improvements
  - Demolition and clearing
  - Non-realty fixtures and equipment excluded
  - Personal property excluded
  - Business goodwill excluded
- Sale history and listing information
- Assessed value and annual real estate taxes
- Plot plan drawing and plat map
- Right-of-way drawings
- Photographic coverage

6. HIGHEST AND BEST USE ANALYSIS

- Analysis of legal factors
- Analysis of physical factors
- Analysis of economic factors
- Reasonableness of conclusion

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

7. SALES COMPARISON APPROACH - LAND

Adequate and relevant sales data
Date and condition of sales employed
Date of sale considered
Analysis and comparison with subject property
Reasonableness of conclusions
Unit value indication ($ per sq. ft., acre, etc.)

8. SALES COMPARISON APPROACH - IMPROVED

Adequate and relevant sales data
Date and condition of sales employed
Date of sale considered
Analysis and comparison with subject property
Reasonableness of conclusions
Unit value indications ($ per sq. ft., unit, etc.)

9. COST-SUMMATION APPROACH TO VALUE

Cost estimates used
Reasonableness of estimates
Estimate of accrued depreciation
Estimate of rehabilitation cost
Contributory value of other improvements
Summation value
Reasonableness of conclusion
Salvage value of improvements

10. INCOME CAPITALIZATION APPROACH TO VALUE

Annual rent by comparison
Vacancy and credit loss estimate
Operating expenses
Reserves for replacements
Net operating income
Capitalization method and rate - justified
Reasonableness of indicated value

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

11. RECONCILIATION

Reconciliation of
- Sales Comparison Approach
- Cost-Summation Approach
- Income Capitalization Approach

Reasonableness of reconciliation

12. PARTIAL TAKING

Description of part taken, land
Description of part taken, improvements
Valuation methodology

13. BEFORE AND AFTER VALUATION

Description of "after" condition, land
Description of "after" condition, improvements
Valuation methodology

14. SEVERANCE DAMAGES

Description of severance damage impact(s)
Reasonableness of conclusion

15. PROJECT BENEFITS

Description of project benefit(s)
Reasonableness of conclusion

16. FINAL ESTIMATE OF TOTAL JUST COMPENSATION

Reasonableness of conclusion

17. MARKET DATA

Sales data
- Land description
- Improvement description
- Grantor/grantee documentation
- Financing and terms of sale
- Confirmation sources
- Adequate photographs
- Market data map

Accepted: Yes (Y), No (N), Not Applicable (N.A.), Other (O).

STATEMENT OF UNDERSTANDING AND APPROACH (Continued)

17. MARKET DATA (Continued) — Accepted

Rental data
- Land description
- Improvement description
- Confirmation of rental rate and terms
- Adequate photographs

18. OVERALL EFFECTIVENESS

Appraisal problem clearly stated
Accuracy of supporting data
Accuracy of mathematical computations
Proper approaches used
Reasonableness of final estimate of value

19. COMMENTS

(Discussion and conclusions regarding items that are Accepted (Y), Not Accepted (N), Not Applicable (NA), or Other (O).

TERMS AND CONDITIONS:

We have reviewed and agree with all of the General Terms and Conditions, the sample Professional Consultant Services Agreement, and all other applicable terms and conditions set forth in the Request for Proposal for Professional Services.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

The Principal Appraisers for the firm of R.P. Laurain and Associates, Inc. are as follows:

John P. Laurain, MAI, ASA
President
Telephone: (562) 426-0477
Corporate E-mail: rpla@rplaurain.com
Direct E-mail: john@rplaurain.com

Benjamin V. Balos, MAI
Senior Appraiser
Telephone: (562) 426-0477
Corporate E-mail: rpla@rplaurain.com
Direct E-mail: ben@rplaurain.com

Refer to the detailed Background and Qualifications and licenses for each of the foregoing Principal Appraisers in the following portion of this section. John P. Laurain, President, is authorized to execute contracts for the firm.

In addition, the Principal Appraisers may be assisted by other appraisal and office staff. Additional appraisal staff includes:

Austin S. Ku, Associate Appraiser
Certified General Real Estate Appraiser
California Certification No. AG 3007399

Abagail Penksaw
Appraiser Trainee
BREA Identification No. AT 3009984

As noted, however, John P. Laurain, MAI, ASA and/or Benjamin V. Balos, MAI, being the principal appraisers of the firm, will act as key personnel for all appraisal assignments. The principal appraisers, however, may be assisted by the foregoing Associate Appraiser, Appraiser Trainee, and/or other office staff.

Statement of Relevant Firm Experience:

The appraisal firm has been involved in a variety of real estate appraisal and consultation assignments including many right-of-way projects of full and partial acquisition studies, special use private and public properties, as well as studies for specialized acquisitions of aerial easements, aviation easements, subway tunnel easements, etc. Our primary client base consists of local, state and federal governmental agencies for over 50 years.

COMPANY PERSONNEL (Continued)

Note that this firm does not provide Business (Goodwill) or Fixture and Equipment appraisals, however, this firm has had extensive experience working with Business and Fixture and Equipment appraisers in the course of conducting real estate appraisal assignments for various public agencies.

Our involvement in various public agency eminent domain appraisal work has impressed upon us the necessity of maintaining a high degree of diplomacy in order to insure good public relations between property owners, tenants, and the public agency. Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain and voluntary full acquisition studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, Navy housing, senior housing, public bond measures, leasing of publicly-owned properties, Quimby Act park fee studies, Fair Political Practices Commission analyses, budgetary studies, and transfers (exchanges) of properties between public agencies. Private real estate appraisal services have been conducted for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies, and other private uses.

Appraisal, consultation, and analysis specialization of this firm has been in the area of residential, commercial, industrial, apartment building, and special use properties. The types of properties appraised for public agencies, plus private party and corporate clients for more than 40 years have varied and include:

- All types of vacant land including single family residential, multiple family residential, commercial, industrial, open space, preserved habitat, tidelands, and recreational land.
- Single family residential properties have included both subdivision development, plus tract-built production homes and custom homes in exclusive areas.
- Improved commercial properties have included neighborhood retail, strip centers, neighborhood centers, regional malls, hotels, plus low-, medium- and high-rise office buildings, including corporate headquarters facilities.

COMPANY PERSONNEL (Continued)

- Industrial properties include warehouse facilities, light and heavy manufacturing properties, cold storage facilities, petroleum refineries, shipyard facilities, foundries, food processing, lumber yards, recycling centers, open storage, vacant land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, sites with soil contamination and land fill properties, and international seaport properties.
- Special purpose and special use properties have included various smallcraft boat marinas and yacht clubs in Southern California, flood control channels, tidelands property, river rights-of-way, reservoirs, open space and recreation properties, railroad rights-of-way, golf courses, athletic stadiums (Rose Bowl, and Blair Field), hospitals, churches, fire stations, city hall buildings, libraries, public parking structures, parks, public and private schools, adult learning centers, athletic facilities and gymnasiums, bowling alleys, tennis centers, youth homes, after school facilities, daycare facilities, homeless shelters, hospitals, skilled nursing facilities, meeting halls and lodges, veteran facilities, telecommunication sites, refuse sites, mobile home parks, and airport properties.

In addition to the three conventional valuation methods (Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence, value-in-use, fractional interests, hypothetical valuations, and reuse studies.

Property interests appraised for eminent domain purposes include full and partial takings, as well as severance damage and project benefit studies. Valuation of various property and acquisition types include full and partial fee takings, permanent easements, acquisition of leased fee and leasehold interests, rental value studies, special purpose corridor properties, inclusive of the use of the "across the fence" (ATF) methodology, temporary and permanent severance damage studies, etc.

COMPANY PERSONNEL (Continued)

The appraisals of various types of properties have also included, particularly in the case of right-of-way acquisitions and partial takings, the following types of easements.

- Surface and subsurface nonexclusive utility easements.
- Drainage, storm drain and flood control easements.
- Exclusive mass transit subway tunnel easements.
- Aerial and aviation easements.
- Conservation easements.
- Construction tie-back easements.
- Temporary construction easements.
- Multi-layered and overlapping easements.
- Severance damage and benefit studies.

INDIVIDUAL QUALIFICATIONS:

Refer to the Background and Qualifications for John P. Laurain, MAI, ASA and Benjamin V. Balos, MAI, beginning on the following page.

A partial list of appraisal assignments completed by one or both of the principal appraisers is contained at the end of this section, following the individual Background and Qualifications.

BACKGROUND AND QUALIFICATIONS

John P. Laurain, MAI, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754

PRESIDENT:

R. P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807
Office: (562) 426-0477 - Fax: (562) 988-2927
rpla@rplaurain.com

PROFESSIONAL ORGANIZATION AFFILIATIONS:

The Appraisal Institute
MAI Designated Member

American Society of Appraisers
Senior member; hold professional endorsement and designation "ASA" in urban real estate.

American Arbitration Association
Associate arbitrator in title insurance matter.

Certified General Real Estate Appraiser by the
Office of Real Estate Appraisers, State of California.
Certification No. AG 025754.

APPRAISAL BACKGROUND:

Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, Navy housing, senior housing, public bond measures, leasing of publicly-owned properties, Quimby Act park fee studies, Fair Political Practices Commission analyses, budgetary studies, and transfers (exchanges) of properties between public agencies. Private real estate appraisal services have been conducted for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies, and other private uses.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Residential Property:
Residential properties appraised include single family, condominiums, own-your-own, townhouse, low and medium density multiple family, 100+ unit apartment complexes, waterfront properties, boat docks, mobile home parks, vacant single-family lot and acreage parcels, and low to high density vacant land parcels.

Commercial and Industrial Property:
Commercial property appraisal studies have included single and multi-tenant retail, strip centers, shopping centers, low-rise and high-rise office buildings, medical offices, restaurants and fast-food developments, nightclubs, convenience stores, theaters, automobile repair and service facilities, service stations, truck fueling and washing stations, car wash facilities, automobile sales, mixed-use properties including single resident occupancy (SRO) developments, as well as hotel and motel properties, and vacant land.

Industrial property appraisals have included warehouses, light and heavy manufacturing, distribution and transit facilities, food processing, cold storage, lumber yards, recycling centers, open storage, vacant land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, sites with soil contamination and land fill properties.

Special Purpose and Special Use Properties:
Appraisal services and valuation studies of public, quasi-public, special use, and nonprofit facilities include, among others, seaport properties, airport properties (FBO, hangars, warehouse, office, land, etc.), submerged land, river rights-of-way, reservoirs, agricultural land, conservation/mitigation and wetland properties, utility and railroad rights-of-way, flood control channels, city hall buildings and civic center complexes, courthouses, libraries, fire and police stations, post offices, public parking structures, parks, public and private schools, adult learning centers, athletic facilities and gyms, bowling alleys, tennis centers, youth homes, after school facilities, daycare facilities, hospitals, skilled nursing facilities, churches, meeting halls and veteran facilities.

Valuation Methodologies:
In addition to the three conventional valuation methods (Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee, and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence, value-in-use, fractional interests, hypothetical valuations, and reuse studies.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Property interests appraised for eminent domain purposes include full and partial takings, as well as severance damage and project benefit studies. Valuation of various types of easements have included permanent surface, street, temporary construction, slope, utility, pipeline and subsurface, aerial, bridge structure, signal light, exclusive and nonexclusive surface rights, multi-layered, battered pilings, tie-back, railroad, drainage ditch, and flood control easements.

Clients:

Real estate research, analysis and appraisal services performed on projects for various public agencies and private corporations while associated with R. P. Laurain & Associates, Inc., since 1986. Following is a partial list of public agencies for which appraisal services have been provided:

Cities:

City of Alhambra
City of Anaheim
City of Artesia
City of Arvin
City of Azusa
City of Baldwin Park
City of Bell
City of Bell Gardens
City of Bellflower
City of Beverly Hills
City of Brea
City of Buena Park
City of Burbank
City of Carson
City of Cathedral City
City of Chino
City of Chino Hills
City of Compton
City of Corona
City of Covina
City of Cudahy
City of Cypress
City of Diamond Bar
City of Downey
City of El Monte
City of El Segundo
City of Garden Grove
City of Glendale
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of Laguna Beach
City of Laguna Woods
City of Lakewood
City of La Mirada
City of Lawndale
City of Long Beach
City of Los Alamitos
City of Los Angeles
City of Monrovia
City of Montebello
City of Monterey Park
City of Newport Beach
City of Norwalk
City of Oceanside
City of Ontario
City of Palmdale
City of Palm Springs
City of Paramount
City of Pasadena
City of Perris
City of Placentia
City of Rancho Cucamonga
City of Redlands
City of Redondo Beach
City of Riverside
City of Rosemead
City of San Juan Capistrano
City of San Marino
City of Santa Ana
City of Santa Fe Springs
City of Seal Beach
City of Signal Hill
City of South El Monte
City of South Gate
City of Tustin
City of Upland
City of West Hollywood
City of Whittier

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Other Public and Quasi-Public Agencies:

Alameda Corridor Transportation Authority
California High Speed Rail Authority
Caltrans
Castaic Lake Water Agency
Hawthorne School District
Kern County
Long Beach Community College District
Long Beach Airport
Long Beach Unified School District
Long Beach Water Department
Los Angeles County Department of Beaches and Harbors
Los Angeles County Chief Executive Office
Los Angeles County Metropolitan Transportation Authority
Los Angeles County Public Works
Los Angeles Unified School District
Los Angeles World Airports
Lynwood Unified School District
Orange County Transportation Authority
Orange County Public Works
Orange County Counsel
Port of Hueneme
Port of Long Beach
Port of Los Angeles
Port of San Diego
Port of Ventura
Riverside County Transportation Commission
San Bernardino County
Southern California Edison
State of California, Santa Monica Mountains Conservancy
U. S. Department of the Navy
U. S. Postal Service
Western Riverside County Regional Conservation Authority

Other:

Various attorneys, corporations, lending institutions, and private individuals.

Gold Coast Appraisals, Inc.:

Associate appraiser during portions of 1991 and 1992, specializing in single family residential through four-unit residential properties.

BACKGROUND AND QUALIFICATIONS (Continued)

EXPERT WITNESS:

Qualified as an expert witness in the Los Angeles County Superior Court, Central District.

Qualified as an expert witness Orange County Superior Court.

Qualified as an expert witness in an arbitration matter before Judicial Arbitration and Mediation Services in the Counties of Los Angeles and Orange.

Provided testimony as an expert witness in conjunction with eminent domain matters before the San Bernardino and Riverside County Superior Courts.

ACADEMIC BACKGROUND:

Cypress Community College - Basic curriculum.

Long Beach Community College - Basic curriculum.

Real estate and related courses taken through and at various Community Colleges, Universities, the Appraisal Institute, and business schools, in accordance with the Continuing Education Requirements of the State of California, as follows:

Fundamentals of Real Estate Appraisal
Appraisal Principles and Techniques
California Real Estate Principles
Real Estate Appraisal: Residential
California Real Estate Economics
Basic Income Capitalization Approach
Advanced Income Capitalization Approach
Advanced Market Analysis and Highest & Best Use
Advanced Applications
Advanced Concepts and Case Studies
Quantitative Analysis
Eminent Domain and Condemnation
Complex Properties
Real Estate Escrow
California Real Estate Law
Uniform Standards of Professional Appraisal Practice
Federal and State Laws and Regulations
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
Valuation of Conservation Easements

BACKGROUND AND QUALIFICATIONS

Benjamin V. Balos, MAI
Certified General Real Estate Appraiser
California Certification No. AG 040853

SENIOR APPRAISER:

R. P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807
Office: (562) 426-0477 - Fax: (562) 988-2927
ben@rplaurain.com

PROFESSIONAL ORGANIZATION AFFILIATIONS:

The Appraisal Institute
MAI Designated Member

Certified General Real Estate Appraiser by the
Office of Real Estate Appraisers, State of California
Certification No. AG 040853

APPRAISAL BACKGROUND:

Benjamin V. Balos has over 18 years of experience in the appraisal of real estate. He began his real estate appraisal career in March 2005, performing market research at R. P. Laurain & Associates, Inc. He received his California Certified General appraisal license in January 2008. In November 2015, he received his MAI designation from the Appraisal Institute.

Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, senior housing, public bond measures, leasing of publicly owned properties, Quimby Act park fee studies, budgetary studies, and transfers (exchanges) of properties between public agencies.

Private real estate appraisal services have been conducted for developers, lending institutions, insurance companies, attorneys, estates for tax and donation purposes, and numerous private property owners.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Residential Properties:

Residential properties appraised include single family, condominiums, town-house, low and medium density multiple family, large apartment complexes, waterfront properties, mobile home parks, vacant single family lot and acreage parcels, and low to high density vacant land parcels.

Commercial and Industrial Properties:

Commercial property appraisal studies have included single and multi-tenant retail, strip centers, shopping centers, professional office buildings, medical office buildings, restaurants, convenience stores, automobile repair facilities, car wash facilities, automobile dealerships, gas stations, used car lots, mixed use properties, single resident occupancy (SRO) developments, hotels and motels, and vacant commercial land.

Industrial property appraisals have included warehouses, light and heavy manufacturing, distribution and transit facilities, self-storage facilities, food processing, cold storage, automobile tow yards, recycling centers, open storage, vacant industrial land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, contaminated sites, and landfill properties.

Special Purpose and Special Use Properties:

Appraisal services and valuation studies of public, quasi-public, special use and non-profit facilities include, among others, utility and railroad corridors/rights of way, city hall buildings and civic center complexes, recreation centers, courthouses, libraries, fire and police stations, ranger stations, post offices, public parking structures, parks, public and private schools, adult learning centers, daycare facilities, hospitals, skilled nursing facilities, athletic facilities and gyms, golf courses, churches, live performance theaters, meeting halls and lodges, and veteran facilities.

Valuation Methodologies:

In addition to the three conventional valuation methods (Sales Comparison Approach, Cost Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence (ATF), surplus land, excess land, value-in-use, fractional interests, and reuse studies.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Certain appraisals have included (1) a retrospective date of value ("date of death" or other estate matters), and (2) a prospective date of value for properties not yet developed ("as if complete"), for construction financing, loan underwriting, and other purposes.

Property interests appraised for eminent domain purposes include full and partial takings, as well as complex severance damage studies and project benefit studies.

Valuation of a wide array of easements, including road/street, slope, drainage, flowage, access, aerial (overhang, bridge, etc.), subsurface (pipelines, sewer, subway tunnel, etc.), as well as temporary construction easements (TCEs) having terms ranging from one month to seven years.

CLIENTS:

Real estate appraisal services performed on projects for the following clients, among others, while associated with R. P. Laurain & Associates, Inc., from 2005 to the present:

Public Agencies:

- California Department of Transportation (Caltrans)
- City of Los Angeles Department of General Services
- County of Orange – County Executive Office
- Long Beach City Attorney
- Long Beach Water Department
- Los Angeles County Chief Administrative Office
- Los Angeles County Public Works Department
- Los Angeles County Metropolitan Transportation Authority (LACMTA)
- Los Angeles Unified School District (LAUSD)
- Los Angeles World Airports (LAWA)
- Ontario Housing Authority
- Ontario International Airport Authority (OIAA)
- Orange County Transportation Authority (OCTA)
- Port of Los Angeles
- Riverside County Flood Control & Water Conservation District
- Riverside County Transportation Commission (RCTC)
- San Bernardino County Real Estate Services Department
- Western Riverside County Regional Conservation Authority (WRCRCA)

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

Cities:

- City of Artesia
- City of Azusa
- City of Baldwin Park
- City of Bell
- City of Bell Gardens
- City of Bellflower
- City of Brea
- City of Buena Park
- City of Beverly Hills
- City of Burbank
- City of Chino Hills
- City of Commerce
- City of Compton
- City of Corona
- City of Covina
- City of Cudahy
- City of Cypress
- City of Downey
- City of Garden Grove
- City of Hawaiian Gardens
- City of Huntington Beach
- City of Huntington Park
- City of Industry
- City of Inglewood
- City of Irwindale
- City of La Mirada
- City of La Palma
- City of Lakewood
- City of Lancaster
- City of Long Beach
- City of Los Angeles
- City of Manhattan Beach
- City of Monrovia
- City of Montclair
- City of Montebello
- City of Monterey Park
- City of Newport Beach
- City of Norwalk
- City of Ontario
- City of Orange
- City of Paramount
- City of Placentia
- City of Redondo Beach
- City of Riverside
- City of Rosemead
- City of Santa Fe Springs
- City of Seal Beach
- City of Signal Hill
- City of South El Monte
- City of South Gate
- City of Temple City
- City of Upland
- City of West Hollywood
- City of Westminster
- City of Whittier
- City of Wildomar

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

Right of Way Consulting/Acquisition Firms:
- Epic Land Solutions
- Interwest Consulting Group (formerly CPSI)
- Kosmont Companies
- OPC (Overland Pacific & Cutler)
- Paragon Partners

Attorneys:
- Adams Stirling Professional Law Corporation
- Aleshire & Wynder
- BDG Law Group (Bergman Dacey Goldsmith)
- Best Best & Krieger (BB&K)
- Cihigoyenetche Grossberg & Clouse
- Claremont Law Group
- Hairapetian & Hairapetian
- Lewis Brisbois Bisgaard & Smith
- Oliver Sandifer & Murphy
- Richards Watson Gershon (RWG)
- Robie & Matthai
- Snell & Wilmer
- Squire Sanders & Dempsey (now Squire Patton Boggs)
- Tredway Lumsdaine & Doyle (TLD Law)

Developers:
- AMCAL Multi-Housing, Inc.
- Brookfield Properties
- City Ventures
- Lewis Operating Corporation
- Midwood Investment and Development
- Prism Realty
- Related California
- West Hollywood Community Housing Corporation

Other:
- Brilliant Corners
- California Water Service (Cal Water)
- Caruthers Financial Services
- Charles Drew University

BACKGROUND AND QUALIFICATIONS (Continued)

CLIENTS: (Continued)

China Airlines
Edward Jones Trust Company
Equity Office
Ewing Irrigation
Freeport-McMoRan Oil & Gas
Greka Energy
Little Lake City School District
LPA, Inc.
McGrath RentCorp
Midwood Investments
National Republic Bank of Chicago
Safeco Insurance Company
Sentinel Peak Resources
Southern California Edison (SCE)
South Orange County Community College District (SOCCCD)
Tarbell, Realtors
TEAC Corporation
University of La Verne
University of Southern California (USC)

EXPERT WITNESS:

Benjamin V. Balos is a designated expert witness in the Los Angeles County Superior Court, Central District.

ACADEMIC BACKGROUND:

Benjamin V. Balos has taken numerous courses and continuing education classes taken at the following institutions:

The Appraisal Institute

Allied Business School - Real Estate Appraisal

Kaplan Professional School - Real Estate Appraisal

McKissock Professional Education - Real Estate Appraisal

Cypress Community College

Calvary Chapel Bible College

COMPANY PERSONNEL (Continued)

Partial List of Appraisal Assignments and Company Experience:

As stated, the primary clientele of this firm has been involved in various local, state, and federal public agencies for over 50 years. The various types of appraisal studies, differing types of properties appraised, valuation methodologies, and property interests appraised are as previously set forth.

The reader is referred to Section 5 – Experience and References, for a partial list of appraisal assignments conducted by either, or both, of the key personnel of this firm, John P. Laurain, MAI, ASA and/or Benjamin V. Balos, MAI, as the Principal Appraisers.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SANTOLUCITO DORE GROUP INC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and SANTOLUCITO DORE GROUP INC, a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Santolucito Dore Group Inc Attn: Christine Santolucito 31600 Railroad Canyon Road Suite 100-L Canyon Lake, CA 92587

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination.** The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____ for
Assistant City Attorney

Certified as to availability of funds:

By: _____
for Chief Financial Officer

SANTOLUCITO DORE GROUP INC.
a California corporation

By: _____
Christina Santolucito
[Printed Name]
President / CEO / Secretary
[Title]

and

By: _____
[Printed Name]
[Title]

24-1595.1 SDW 9/12/24

EXHIBIT "A"

SCOPE OF SERVICES

b. Statement of Understanding and Approach

SD Group looks forward to tailoring specific processes to comply with the City's policies, procedures, and preferences. SD Group prides itself on its ability to complete complex projects on schedule and within budget. Christie and Lance have years of experience coordinating with various agencies and will strategize and coordinate each project thoroughly from the beginning to deliver high quality outstanding appraisal services. Christie and Lance will work closely with the City's project engineers and staff to discover ways to provide assistance, offer recommendations whenever challenges are presented, and will seek feedback pertaining to progress and satisfaction with SD Group's performance.

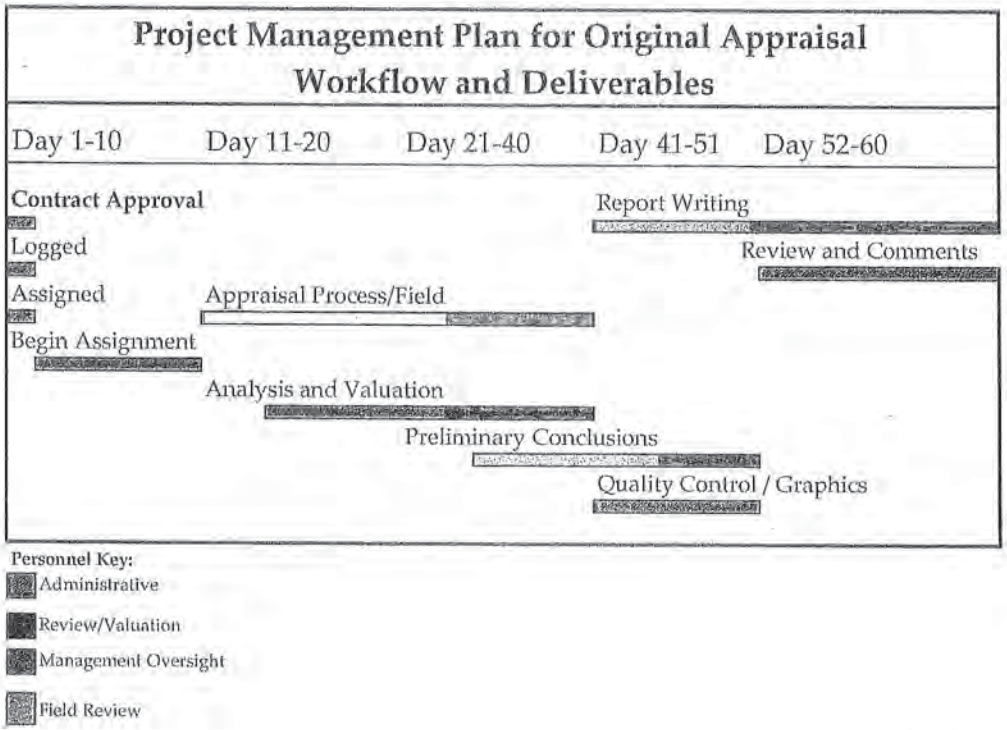
Project Management

Project management for appraisal services is an on-going process from pre-acquisition planning through condemnation, when necessary. Christie, the President of SD Group and Project Manager for this contract, will meet with the City staff, consultants, and individual project teams to discuss property appraisal status and updates on progress. She will supervise and coordinate with the appraisal team.

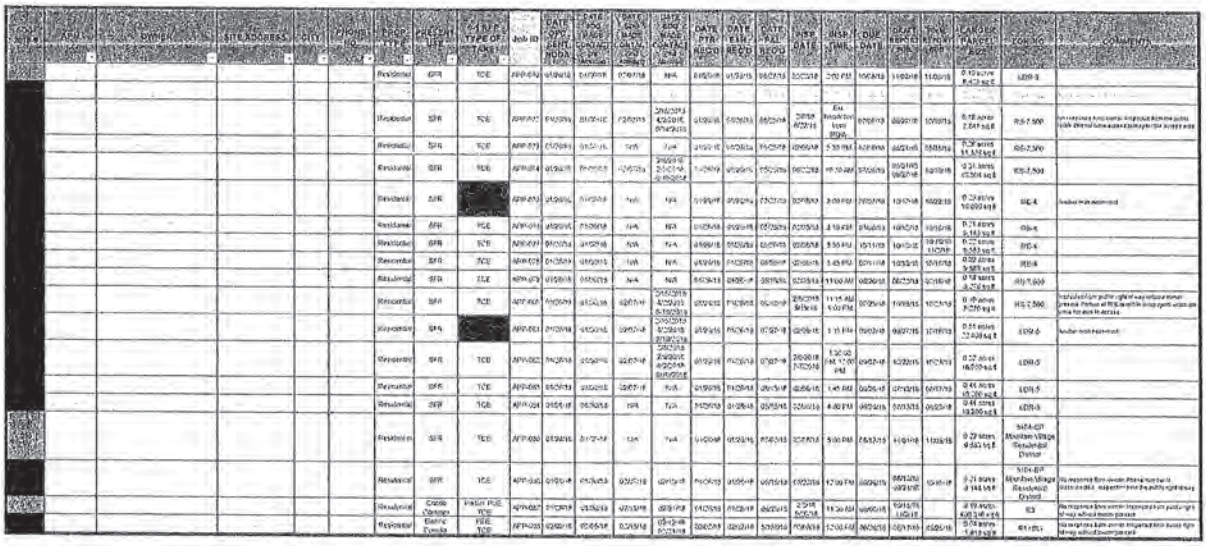
Christie and Lance will be the Key Personnel for real estate appraisals and reviews and will not be replaced with the written consent of the City. As principals of SD Group, the likelihood that either would be replaced, is very slim. Our staffing and organization is discussed in more detail in the Company Personnel section further in this proposal.

Each assignment is managed by Christie. Christie works with her appraiser team at every step of the appraisal process, from reviewing assignment details, legal descriptions and plat maps, acting as the client and property owner interface (personally attending all appraisal inspections), to reviewing the comparables selected and the valuation analyses. Christie is intricately involved in the valuation of the parts acquired and analysis of severance damages. Her previous experience as Appraisal Manager at HDR provided invaluable knowledge in reading plans and interpreting parcel impacts. Further, she personally reads and reviews each and every report before it goes out the door. Once any changes are made by the appraiser team, Christie checks her requested changes to make sure they were made and nothing was overlooked. On top of Christie's in-depth review, Lance, as an MAI, reviews each report. This double level senior review is key to ensuring the most reliable appraisal documents are submitted to Metropolitan.

SD Group is used to adhering the projects schedules and providing progress reports. Christie will work with the City to develop a valuation schedule that meets their needs and funding deadlines. Below is a sample schedule for appraisal services for a typical project. Timing is adjusted depending on the type of assignment involved.



Once a project is given Notice to Proceed, it is entered on our job log, with the with delivery date recorded. We also use a separate spreadsheet for tracking each project with all pertinent parcel information identified. We include columns for dates to track each piece of pertinent information including the receipt of necessary documents from our client (preliminary title reports, legals and plats, etc.), the date(s) our Notice of Decision to appraise letters go out, the date of inspection, the date our draft appraisal report is due, the date our draft appraisal is submitted, and finally the date our final report is submitted. Below is an example of our spreadsheet. We also track deadlines in our Outlook calendars with notifications set up as the dates approach.



SD Group will closely monitor the appraisal budget throughout the term of the contract. Appraisal assignments are typically bid on a lump sum per appraisal basis. Unless there is a significant change in the scope of work for an appraisal (that is agreed upon with the City), SD Group invoices for the amount approved, never more. There are times where there is a change in scope, outside of the control of the appraiser and usually due to design changes. If this change is significant, we will alert the City immediately to discuss options to move forward.

Appraisal Services

All SD Group appraisers are Certified General Appraisers in good standing licensed in California. SD Group will provide appraisals prepared in accordance with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) and implemented by 49 CFR Part 24; (b) Chapter 16, Title 1, Division 7 of the California Government Code; (c) the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25 California Code of Regulations Division 1, Chapter 6, Art 1, Section 6000 et seq.); (d) the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 et seq.; € The uniform Standards of Professional Appraisal Practice (USPAP); and in some cases, (f) the Uniform Appraisal Standards for Federal Land Acquisitions, where applicable.

Appraisal is unique to each property and all recognized appraisal methodologies are completed with the highest level of quality. The following section describes our general work plan for completing the various appraisal and appraisal review assignments.

Appraisal

The purpose of an appraisal report is to produce a document that can be used by the City in negotiations for the required interests, in fee or less than fee (easement) interests. The typical scope of work for an appraisal includes, but is not necessarily limited to, the following steps:

Detailed Inspection of the Property

The acquisition process begins when the appraiser sends out the Notice of Intent to Appraise letters to impacted property owners. The appraiser will invite the property owner to be present for the onsite inspection. Additionally, City staff, other consultants/experts involved in the project, and, if applicable, the acquisition agent, are encouraged to attend the inspection as well. A complete understanding of the larger parcel, the subject property and overall impacts are a critical step on the appraisal process.

Complete Highest and Best Use Property

The cornerstone of the appraisal process is a detailed highest and best use of the property as vacant and as improved, which will be performed to isolate any valuation issues that arise after a detailed analysis of the legal, physical, and financial aspects of the property. This is the essential basis for the valuation analysis and ultimately the just compensation. The last critical stage of the highest and best use is to determine the highest and best use of the remainder. Issues that may arise from this final test is uneconomic remainders, determination of underlying fees, or additional considerations for partial takes and easements. This ultimately determines factors that may result in severance damages.

Research Market Data of the Neighborhood, Subject Property, and Comparable Sales

After the determination of the highest and best use, the comparables are selected with similar highest and best uses. When identifying sales of comparable properties, market research will include discussions with appropriate real estate professionals and governmental agencies. All sales data utilized in an appraisal report will be confirmed with a party to those transactions,

whenever possible. Details of the comparables are presented to fully disclose all issues for adjustments applicable to the valuation of the subject.

WRITE A NARRATIVE APPRAISAL REPORT

The type of appraisal report utilized will be determined on a parcel-by-parcel basis. This determination will be made after analyzing the particular assignment and interests to be acquired, i.e., fee, easement, etc. A narrative appraisal report is typically used for public agency/eminent domain purposes. The appraiser may also be required to complete an Appraisal Summary Statement at the request of the City. Typical steps in the appraisal process are listed below:

- Identify the larger parcel and the appraisal problem;
- Review legals, plats, project plans and specifications, title reports, environmental reports, and other documents (provided by the City or other consultants);
- Send out Notice of Intent to Appraise letter;
- Gather market data;
- Perform property inspection;
- Meet with project designer and others to address property impacts;
- Perform a detailed highest and best use analysis;
- Analyze and inspect comparables;
- Valuation via the three approaches to value, as needed for the property type;
- Reconcile approaches to value;
- Valuation of the part(s) acquired and improvements located within the acquisition area;
- Valuation of the remainder after acquisition;
- Assess and value potential damages and project benefits;
- Review and reconcile specialty appraisal reports, as applicable, for inclusion in the overall appraisal;
- Itemize "improvements pertaining to realty";
- Prepare written appraisal report;
- Prepare the Appraisal Summary Statement, if required; and
- Deliver the completed appraisal report electronically to the City.

After the delivery of the appraisal any review comments will be addressed, and when required, corrected or expanded to ensure the most reliable document for public scrutiny.

SD Group has the capability to provide expert witness services on City projects. While Christie is beginning the litigation phase of her career, Lance has served as an expert witness in over 40 cases over the past 10 years.

All reports and deliverables will be transmitted electronically. SD Group will consult with the City's project manager to arrange for legal counsel discussion and/or clarifications, when necessary.

APPRAISAL REVIEW SERVICES

Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) when performing appraisals and appraisal reviews. As such, the review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines.

SD Group prepares appraisal reviews in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition, and shall ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; Chapter 16, of Title 1, Division 7 of the California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.0 and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq., when applicable.

The scope of work for an appraisal review typically includes the following steps:

- Identify the appraiser(s) that conducted the appraisal;
- Become familiar with the subject property and review legals, plats, project plans and specifications, title reports, environmental reports, and other documents;
- Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
- Check all mathematical calculations made by the appraiser(s);
- Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
- Review the weighting assigned to the approaches to value used in the appraisal;
- Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and other requirements/regulations, when applicable;
- Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
- Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
- Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
- Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition.

The review appraiser will discuss the assignment with the originating appraiser as soon as the work is assigned to discuss the project, approach, and any potential legal issues that may exist and the review appraiser will request a legal opinion, if necessary. The review appraiser's signed certification will include the amount recommended for just compensation.

In the unlikely event that review appraiser is unable to recommend the acceptance of an appraisal as an adequate basis for the establishment of the amount believed to be just compensation, and it is determined that it is not practical to obtain an additional appraisal, the review appraiser may be required to develop their own opinion of value.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

Christine Santaluarto
[Printed Name]

President / CEO / Secretary
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

d. COMPANY PERSONNEL

We have carefully selected a qualified team of the highest caliber appraisers with advanced designations including the Appraisal Institute's (AI) MAI designation, the International Right of Way Association's (IRWA) Right of Way Appraisal Certification (R/W-AC), the Royal Institute of Chartered Surveyors FRICS designation, and the American Society of Appraisers ASA designation. We understand the importance of the MAI designation and will ensure that each appraisal report is reviewed and signed by Lance, who holds the MAI designation, when required. **SD Group has 8 real estate appraisers available to perform services for the City. The number of staff assigned to each project depends on the size of the project.**

As real estate appraisers, Christie and Lance have experience valuing all types of real property (land and improved property) including residential, commercial, industrial, agricultural, and special-use properties. We are well known for our experience appraising environmentally sensitive land for mitigation and conservation purposes. We are confident we can provide the City with the highest quality appraisals to be used when acquiring property for their important projects or appraisals for other purposes.

With 18 years of commercial appraisal experience, Christie has appraised and reviewed appraisals thousands of properties for all types of private and public clients. She specializes in right of way appraisals and reviews, with an emphasis on clients and projects located in Orange County and the Inland Empire. Some of her public agency clients (as a prime or subconsultant) include the Cities of Coachella, Corona, Indio, Fullerton, Menifee, Ontario, Palm Springs, Pomona, Riverside, and San Jacinto; Counties of Orange, Riverside, and San Bernardino; San Bernardino County Transportation Authority (SBCTA); Omnitrans; Riverside County Transportation Commission (RCTC); Orange County Transportation Authority (OCTA); Los Angeles County Metropolitan Transportation Authority (LA Metro); San Diego Association of Governments (SANDAG); the California High Speed Rail Authority (CHSRA); Southern California Edison (SCE); Riverside County Flood Control and Water Conservation District (RCFCWCD); Eastern Municipal Water District (EMWD); Elsinore Valley Municipal Water District (EVMWD); and Irvine Ranch Water District (IRWD); among other public agencies throughout California. Additionally, Christie has experience working with Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe Railway (BNSF), both directly and acquiring right of way from them.

With over 40 years of commercial appraisal experience, Lance has performed hundreds of full and partial acquisition appraisals of real estate projects in Southern California. He has held management positions in the largest appraisal firms for the past 20 years at Doré, Curry & Marschall; Integra Realty Resources; Cushman & Wakefield; Colliers International; The Doré Group (which is still in operation); and now SD Group. Agency clients include the County of Riverside, County of Los Angeles, County of San Diego, City of San Diego, the County of Monterey, and California High Speed Rail Authority (CHSRA). Lance has provided professional services specializing in appraisal of desert and ranch lands, conservation easements, water rights, submerged land, mineral and timber, development lands, alternative energy, eminent domain, litigation support, highest and best use analysis, fair market rent, and others.

Christie has successfully managed project budgets on several levels in previous positions. She has owned her own business (prior to SD Group), managed a commercial appraisal firm, and served as project manager on appraisal projects for a large engineering company (HDR Engineering). Lance has owned several commercial appraisal firms, most recently The Doré Group, which has been in operation for over 10 years and is financially stable.

In addition to appraisal related experience Christie has hands-on experience acquiring property in her former role with HDR Engineering. She has first-hand knowledge of the acquisition process outside of the valuation piece of the puzzle. This experience has been an invaluable addition to her appraisal experience.

Below are brief bios for the team we've selected. We've provided one-page resumes for all Key Personnel. Appendices. All team members are available to perform the proposed scope of services.

Real Estate Appraisers:
**Key Personnel*

Christine S. Santolucito, R/W-AC* – President / CEO and Project Manager
(951) 225-3500 x 101
CA Certified General RE Appraiser License No. AG043715
IRWA, R/W-AC designation
AI, Practicing Affiliate
18 years real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Lance W. Doré, MAI, FRICS* – Treasurer / CFO
(951) 225-3500 x 101
CA Certified General RE Appraiser License No. AG002464
AI, MAI designation for commercial appraisal
Royal Institute of Chartered Surveyors, FRICS designation
40+ years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Jacinto Munoz, MAI, SRA, AI-GRS, AI-RRS – Senior Appraiser
CA Certified General RE Appraiser License No. AG027900
AI, MAI designation for commercial appraisal
25 years real estate appraisal and consultation experience

Robert Contant, MAI – Senior Appraiser
CA Certified General RE Appraiser License No. AG035345
AI, MAI designation for commercial appraisal
15 years real estate appraisal and consultation experience

Meredith McDonald – Senior Appraiser
CA Certified General RE Appraiser License No. AG043402
19 years real estate appraisal and consultation experience

Mark Demkiw – Senior Appraiser
CA Certified General RE Appraiser License No. AG033678
19 years real estate appraisal and consultation experience

Matthew Sunderland – Senior Appraiser
CA Certified General RE Appraiser License No. AG039963
19 years real estate appraisal and consultation experience

Paul Kim – Senior Appraiser
CA Certified General RE Appraiser License No. AG3000504
11 years real estate appraisal and consultation experience

Andrea Lawson – Business Manager / Administrative / Research
<1 year real estate appraisal administrative and research experience

Kaitlynn Kunchick – Administrative / Research
<1 year real estate appraisal administrative and research experience

CITY OF RIVERSIDE

PROJECT MANAGER / PRINCIPAL AGENT

Christine S. Santolucito, R/W-AC*

REAL ESTATE APPRAISAL AND REVIEW

Santolucito Dore Group, Inc.

Christine S. Santolucito, R/W-AC*, Principal Appraiser
Lance W. Dore, MAI, FRICS*, Principal Appraiser
Jacinto Munoz, MAI, SRA, AI-GRS, AI-RRS, Senior Appraiser
Robert Contant, MAI, Senior Appraiser
Meredith McDonald, Senior Appraiser
Matthew Sunderland, Senior Appraiser
Mark Demkiw, Senior Appraiser
Paul Kim, Senior Appraiser
Andrea Lawson, Business Manager, Administrative, Research
Kaitlynn Kunchick, Administrative, Research

SANTOLUCITO DORÉ
REAL ESTATE SERVICES

CHRISTINE S. SANTOLUCITO, R/W-AC

Christie is the President of the Santolucito Doré Group. In this role, Christie directs all valuation assignments and is responsible for the day to day operations of the business. She is the lead appraiser and works closely with her partner, Lance W. Doré, MAI, FRICS, and team of appraisers on complex appraisal assignments.

Christie is a Certified General Real Estate Appraiser who holds the Right of Way Appraisal Certification (R/W-AC) through the IRWA. She is a Practicing Affiliate through the Appraisal Institute. Christie has performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Christie is also a California Licensed Real Estate Salesperson and is currently pursuing her Brokers license (expected 2024). Christie has been involved with various real estate tasks/transactions for multiple public and private entities, including BNSF and UPRR.

Her previous experience includes more than eight years of office management in various capacities including management of a commercial appraisal firm.

EDUCATION
Bachelor of Arts, Business Administration and Leadership
Concordia University, Irvine, CA
Cum Laude Graduate, 2003
(GPA of 4.0 at Concordia)

LICENSES
Certified General RE Appraiser
State of California
Certificate No. AG043715
Expires 2/14/2024

Real Estate Salesperson
State of California
License No. 01820326
Expires: 1/23/2028 (Broker License expected 2024)

PROFESSIONAL MEMBERSHIPS
Member, International Right of Way Association (Chapter 57 2018/19 President)

Candidate for Designation, Appraisal Institute (SCCAI IEMTS Committee Member)

INDUSTRY TENURE
18 Years

PROJECT EXPERIENCE

Overland Pacific & Cutler, LLC/SBCTA, I-10 Corridor Express Lanes Project, County of San Bernardino, CA. Christie recently appraised properties impacted by construction packages 1, 2, and 4. She and Lance have completed appraisals for 50 parcels. Property types include single-family and multi-family residential properties for proposed partial acquisitions associated with this fast-paced design-build project.

Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA. Appraiser. Christie is providing appraisals for various projects. She is currently appraising agricultural zoned and business park zoned parcels in Winchester for the Sky Canyon Sewer Project. Previously completed were appraisals of sewer and access easements impacting two large acreage multi-family properties in Temecula for the Pala Lift Station Project.

Overland Pacific & Cutler, LLC/City of San Jacinto, San Jacinto, CA. Appraiser. Christie recently completed six appraisals of parcel impacted by the Esplanade Widening project. This project posed unique valuation challenges, since all parcels subject to proposed acquisition were subject to dedication requirements.

LANCE W. DORÉ, MAI, FRICS

Lance is the Vice-President of the Santolucito Doré Group. In this role he is responsible for the co-management of the business operations. He works closely with his partner, Christie Santolucito R/W-AC, on complex appraisal assignments.

Lance is a Certified General Real Estate Appraiser who holds the MAI designation through the Appraisal Institute. He also holds the FRICS (Fellow of Royal Institute of Chartered Surveyors). Lance has performed hundreds of full and partial acquisition appraisals and appraised and reviewed thousands of real estate projects in Western United States, with specialize assignments in Mexico, Japan, Russia, and the Caribbean Islands. The appraisals have been predominately for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Lance is also a California Licensed Real Estate Broker and published *"The Secret of Real Estate Revealed"* a real estate primer. Additional published articles in *The Wall Street Journal, Appraisal Institute Journal and Energy Central.*

He has had executive level management for over 20 years in international real estate firms included Cushman & Wakefield and Colliers International.

EDUCATION
Bachelor of Science, Real Estate – Minor English – San Diego State University

LICENSES
Certified General RE Appraiser
State of California
Certificate No. AG002464
Expires 10/1/2024
Real Estate Broker
State of California
License No. 00976180
Expires: 12/16/2024 (Broker)

PROFESSIONAL MEMBERSHIPS
Member – Appraisal Institute
Member – IRWA
Member – Royal Institute of Chartered Surveyors (RICS)

INDUSTRY TENURE
41 Years

PROJECT EXPERIENCE

Overland Pacific & Cutler, LLC / San Bernardino County Transportation Authority, I-10 Corridor Express Lanes Project, County of San Bernardino, CA. Appraisals for 50 single-family and multi-family properties for proposed partial acquisitions associated with this fast-paced design-build project.

City of Pomona, Various Assignments, Pomona, CA. Appraisals of various property types including vacant land, parking lots, and commercial buildings for potential acquisition or disposition purposes.

Epic Land Solutions / City of Palmdale, Avenue R Widening, Palmdale, CA. Appraisals for 42 parcels subject to partial acquisition. Proposed improvements include installing sidewalks and dedicated bike lanes to increase pedestrian safety.

Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA. Appraisals for various projects. Recently completed were appraisals of sewer and access easements impacting two large acreage multi-family properties.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SANTOLUCITO DORE GROUP INC

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Appraisal Review Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and SANTOLUCITO DORE GROUP INC, a California corporation ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Appraisal Review Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Appraisal Review Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price**. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Santolucito Dore Group Inc Attn: Christine Santolucito 31600 Railroad Canyon Road Suite 100-L Canyon Lake, CA 92587

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

SANTOLUCITO DORE GROUP INC,
a California corporation

By: _____
Cristina Santolucito
[Printed Name]
president/ceo/secretary
[Title]

and

By: _____
[Printed Name]
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

b. Statement of Understanding and Approach

SD Group looks forward to tailoring specific processes to comply with the City's policies, procedures, and preferences. SD Group prides itself on its ability to complete complex projects on schedule and within budget. Christie and Lance have years of experience coordinating with various agencies and will strategize and coordinate each project thoroughly from the beginning to deliver high quality outstanding appraisal services. Christie and Lance will work closely with the City's project engineers and staff to discover ways to provide assistance, offer recommendations whenever challenges are presented, and will seek feedback pertaining to progress and satisfaction with SD Group's performance.

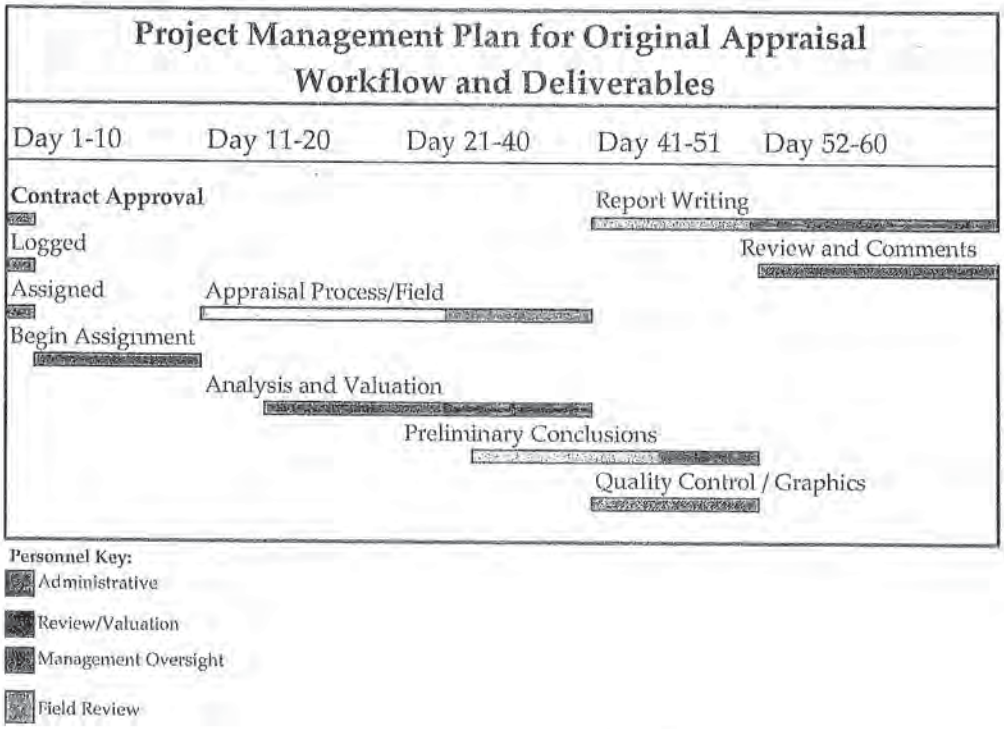
Project Management

Project management for appraisal services is an on-going process from pre-acquisition planning through condemnation, when necessary. Christie, the President of SD Group and Project Manager for this contract, will meet with the City staff, consultants, and individual project teams to discuss property appraisal status and updates on progress. She will supervise and coordinate with the appraisal team.

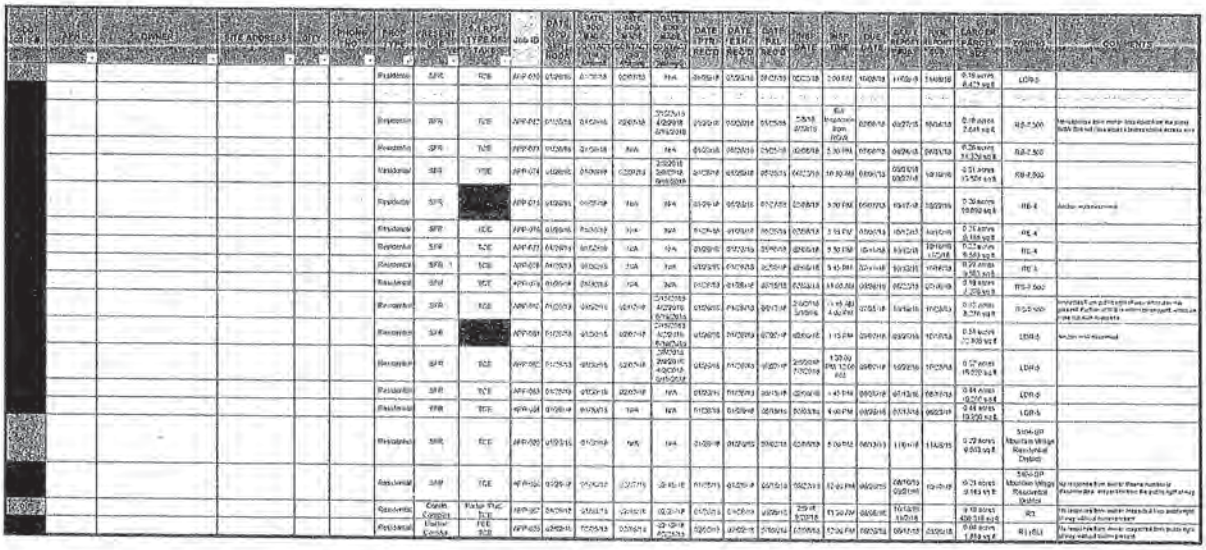
Christie and Lance will be the Key Personnel for real estate appraisals and reviews and will not be replaced with the written consent of the City. As principals of SD Group, the likelihood that either would be replaced, is very slim. Our staffing and organization is discussed in more detail in the Company Personnel section further in this proposal.

Each assignment is managed by Christie. Christie works with her appraiser team at every step of the appraisal process, from reviewing assignment details, legal descriptions and plat maps, acting as the client and property owner interface (personally attending all appraisal inspections), to reviewing the comparables selected and the valuation analyses. Christie is intricately involved in the valuation of the parts acquired and analysis of severance damages. Her previous experience as Appraisal Manager at HDR provided invaluable knowledge in reading plans and interpreting parcel impacts. Further, she personally reads and reviews each and every report before it goes out the door. Once any changes are made by the appraiser team, Christie checks her requested changes to make sure they were made and nothing was overlooked. On top of Christie's in-depth review, Lance, as an MAI, reviews each report. This double level senior review is key to ensuring the most reliable appraisal documents are submitted to Metropolitan.

SD Group is used to adhering the projects schedules and providing progress reports. Christie will work with the City to develop a valuation schedule that meets their needs and funding deadlines. Below is a sample schedule for appraisal services for a typical project. Timing is adjusted depending on the type of assignment involved.



Once a project is given Notice to Proceed, it is entered on our job log, with the with delivery date recorded. We also use a separate spreadsheet for tracking each project with all pertinent parcel information identified. We include columns for dates to track each piece of pertinent information including the receipt of necessary documents from our client (preliminary title reports, legals and plats, etc.), the date(s) our Notice of Decision to appraise letters go out, the date of inspection, the date our draft appraisal report is due, the date our draft appraisal is submitted, and finally the date our final report is submitted. Below is an example of our spreadsheet. We also track deadlines in our Outlook calendars with notifications set up as the dates approach.



SD Group will closely monitor the appraisal budget throughout the term of the contract. Appraisal assignments are typically bid on a lump sum per appraisal basis. Unless there is a significant change in the scope of work for an appraisal (that is agreed upon with the City), SD Group invoices for the amount approved, never more. There are times where there is a change in scope, outside of the control of the appraiser and usually due to design changes. If this change is significant, we will alert the City immediately to discuss options to move forward.

Appraisal Services

All SD Group appraisers are Certified General Appraisers in good standing licensed in California. SD Group will provide appraisals prepared in accordance with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) and implemented by 49 CFR Part 24; (b) Chapter 16, Title 1, Division 7 of the California Government Code; (c) the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25 California Code of Regulations Division 1, Chapter 6, Art 1, Section 6000 et seq.); (d) the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 et seq.; € The uniform Standards of Professional Appraisal Practice (USPAP); and in some cases, (f) the Uniform Appraisal Standards for Federal Land Acquisitions, where applicable.

Appraisal is unique to each property and all recognized appraisal methodologies are completed with the highest level of quality. The following section describes our general work plan for completing the various appraisal and appraisal review assignments.

Appraisal

The purpose of an appraisal report is to produce a document that can be used by the City in negotiations for the required interests, in fee or less than fee (easement) interests. The typical scope of work for an appraisal includes, but is not necessarily limited to, the following steps:

Detailed Inspection of the Property

The acquisition process begins when the appraiser sends out the Notice of Intent to Appraise letters to impacted property owners. The appraiser will invite the property owner to be present for the onsite inspection. Additionally, City staff, other consultants/experts involved in the project, and, if applicable, the acquisition agent, are encouraged to attend the inspection as well. A complete understanding of the larger parcel, the subject property and overall impacts are a critical step on the appraisal process.

Complete Highest and Best Use Property

The cornerstone of the appraisal process is a detailed highest and best use of the property as vacant and as improved, which will be performed to isolate any valuation issues that arise after a detailed analysis of the legal, physical, and financial aspects of the property. This is the essential basis for the valuation analysis and ultimately the just compensation. The last critical stage of the highest and best use is to determine the highest and best use of the remainder. Issues that may arise from this final test is uneconomic remainders, determination of underlying fees, or additional considerations for partial takes and easements. This ultimately determines factors that may result in severance damages.

Research Market Data of the Neighborhood, Subject Property, and Comparable Sales

After the determination of the highest and best use, the comparables are selected with similar highest and best uses. When identifying sales of comparable properties, market research will include discussions with appropriate real estate professionals and governmental agencies. All sales data utilized in an appraisal report will be confirmed with a party to those transactions,

whenever possible. Details of the comparables are presented to fully disclose all issues for adjustments applicable to the valuation of the subject.

WRITE A NARRATIVE APPRAISAL REPORT

The type of appraisal report utilized will be determined on a parcel-by-parcel basis. This determination will be made after analyzing the particular assignment and interests to be acquired, i.e., fee, easement, etc. A narrative appraisal report is typically used for public agency/eminent domain purposes. The appraiser may also be required to complete an Appraisal Summary Statement at the request of the City. Typical steps in the appraisal process are listed below:

- Identify the larger parcel and the appraisal problem;
- Review legals, plats, project plans and specifications, title reports, environmental reports, and other documents (provided by the City or other consultants);
- Send out Notice of Intent to Appraise letter;
- Gather market data;
- Perform property inspection;
- Meet with project designer and others to address property impacts;
- Perform a detailed highest and best use analysis;
- Analyze and inspect comparables;
- Valuation via the three approaches to value, as needed for the property type;
- Reconcile approaches to value;
- Valuation of the part(s) acquired and improvements located within the acquisition area;
- Valuation of the remainder after acquisition;
- Assess and value potential damages and project benefits;
- Review and reconcile specialty appraisal reports, as applicable, for inclusion in the overall appraisal;
- Itemize "improvements pertaining to realty";
- Prepare written appraisal report;
- Prepare the Appraisal Summary Statement, if required; and
- Deliver the completed appraisal report electronically to the City.

After the delivery of the appraisal any review comments will be addressed, and when required, corrected or expanded to ensure the most reliable document for public scrutiny.

SD Group has the capability to provide expert witness services on City projects. While Christie is beginning the litigation phase of her career, Lance has served as an expert witness in over 40 cases over the past 10 years.

All reports and deliverables will be transmitted electronically. SD Group will consult with the City's project manager to arrange for legal counsel discussion and/or clarifications, when necessary.

APPRAISAL REVIEW SERVICES

Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) when performing appraisals and appraisal reviews. As such, the review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines.

SD Group prepares appraisal reviews in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition, and shall ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; Chapter 16, of Title 1, Division 7 of the California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.0 and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 et seq., when applicable.

The scope of work for an appraisal review typically includes the following steps:

- Identify the appraiser(s) that conducted the appraisal;
- Become familiar with the subject property and review legals, plats, project plans and specifications, title reports, environmental reports, and other documents;
- Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
- Check all mathematical calculations made by the appraiser(s);
- Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
- Review the weighting assigned to the approaches to value used in the appraisal;
- Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and other requirements/regulations, when applicable;
- Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
- Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
- Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
- Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition.

The review appraiser will discuss the assignment with the originating appraiser as soon as the work is assigned to discuss the project, approach, and any potential legal issues that may exist and the review appraiser will request a legal opinion, if necessary. The review appraiser's signed certification will include the amount recommended for just compensation.

In the unlikely event that review appraiser is unable to recommend the acceptance of an appraisal as an adequate basis for the establishment of the amount believed to be just compensation, and it is determined that it is not practical to obtain an additional appraisal, the review appraiser may be required to develop their own opinion of value.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____
Christine Santolucito
[Printed Name]
President / CEO / Secretary
[Title]

and

By: _____
[Printed Name]
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

d. COMPANY PERSONNEL

We have carefully selected a qualified team of the highest caliber appraisers with advanced designations including the Appraisal Institute's (AI) MAI designation, the International Right of Way Association's (IRWA) Right of Way Appraisal Certification (R/W-AC), the Royal Institute of Chartered Surveyors FRICS designation, and the American Society of Appraisers ASA designation. We understand the importance of the MAI designation and will ensure that each appraisal report is reviewed and signed by Lance, who holds the MAI designation, when required. **SD Group has 8 real estate appraisers available to perform services for the City. The number of staff assigned to each project depends on the size of the project.**

As real estate appraisers, Christie and Lance have experience valuing all types of real property (land and improved property) including residential, commercial, industrial, agricultural, and special-use properties. We are well known for our experience appraising environmentally sensitive land for mitigation and conservation purposes. We are confident we can provide the City with the highest quality appraisals to be used when acquiring property for their important projects or appraisals for other purposes.

With 18 years of commercial appraisal experience, Christie has appraised and reviewed appraisals thousands of properties for all types of private and public clients. She specializes in right of way appraisals and reviews, with an emphasis on clients and projects located in Orange County and the Inland Empire. Some of her public agency clients (as a prime or subconsultant) include the Cities of Coachella, Corona, Indio, Fullerton, Menifee, Ontario, Palm Springs, Pomona, Riverside, and San Jacinto; Counties of Orange, Riverside, and San Bernardino; San Bernardino County Transportation Authority (SBCTA); Omnitrans; Riverside County Transportation Commission (RCTC); Orange County Transportation Authority (OCTA); Los Angeles County Metropolitan Transportation Authority (LA Metro); San Diego Association of Governments (SANDAG); the California High Speed Rail Authority (CHSRA); Southern California Edison (SCE); Riverside County Flood Control and Water Conservation District (RCFCWCD); Eastern Municipal Water District (EMWD); Elsinore Valley Municipal Water District (EVMWD); and Irvine Ranch Water District (IRWD); among other public agencies throughout California. Additionally, Christie has experience working with Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe Railway (BNSF), both directly and acquiring right of way from them.

With over 40 years of commercial appraisal experience, Lance has performed hundreds of full and partial acquisition appraisals of real estate projects in Southern California. He has held management positions in the largest appraisal firms for the past 20 years at Doré, Curry & Marschall; Integra Realty Resources; Cushman & Wakefield; Colliers International; The Doré Group (which is still in operation); and now SD Group. Agency clients include the County of Riverside, County of Los Angeles, County of San Diego, City of San Diego, the County of Monterey, and California High Speed Rail Authority (CHSRA). Lance has provided professional services specializing in appraisal of desert and ranch lands, conservation easements, water rights, submerged land, mineral and timber, development lands, alternative energy, eminent domain, litigation support, highest and best use analysis, fair market rent, and others.

Christie has successfully managed project budgets on several levels in previous positions. She has owned her own business (prior to SD Group), managed a commercial appraisal firm, and served as project manager on appraisal projects for a large engineering company (HDR Engineering). Lance has owned several commercial appraisal firms, most recently The Doré Group, which has been in operation for over 10 years and is financially stable.

In addition to appraisal related experience Christie has hands-on experience acquiring property in her former role with HDR Engineering. She has first-hand knowledge of the acquisition process outside of the valuation piece of the puzzle. This experience has been an invaluable addition to her appraisal experience.

Below are brief bios for the team we've selected. We've provided one-page resumes for all Key Personnel. Appendices. All team members are available to perform the proposed scope of services.

Real Estate Appraisers:
**Key Personnel*

Christine S. Santolucito, R/W-AC* – President / CEO and Project Manager
(951) 225-3500 x 101
CA Certified General RE Appraiser License No. AG043715
IRWA, R/W-AC designation
AI, Practicing Affiliate
18 years real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Lance W. Doré, MAI, FRICS* – Treasurer / CFO
(951) 225-3500 x 101
CA Certified General RE Appraiser License No. AG002464
AI, MAI designation for commercial appraisal
Royal Institute of Chartered Surveyors, FRICS designation
40+ years of real estate appraisal and consultation experience
Specializes in right of way and complex appraisal assignments

Jacinto Munoz, MAI, SRA, AI-GRS, AI-RRS – Senior Appraiser
CA Certified General RE Appraiser License No. AG027900
AI, MAI designation for commercial appraisal
25 years real estate appraisal and consultation experience

Robert Contant, MAI – Senior Appraiser
CA Certified General RE Appraiser License No. AG035345
AI, MAI designation for commercial appraisal
15 years real estate appraisal and consultation experience

Meredith McDonald – Senior Appraiser
CA Certified General RE Appraiser License No. AG043402
19 years real estate appraisal and consultation experience

Mark Demkiw – Senior Appraiser
CA Certified General RE Appraiser License No. AG033678
19 years real estate appraisal and consultation experience

Matthew Sunderland – Senior Appraiser
CA Certified General RE Appraiser License No. AG039963
19 years real estate appraisal and consultation experience

Paul Kim – Senior Appraiser
CA Certified General RE Appraiser License No. AG3000504
11 years real estate appraisal and consultation experience

Andrea Lawson – Business Manager / Administrative / Research
<1 year real estate appraisal administrative and research experience

Kaitlynn Kunchick – Administrative / Research
<1 year real estate appraisal administrative and research experience

CITY OF RIVERSIDE

PROJECT MANAGER / PRINCIPAL AGENT

Christine S. Santolucito, R/W-AC*

REAL ESTATE APPRAISAL AND REVIEW

Santolucito Doré Group, Inc. (1)

Christine S. Santolucito, R/W-AC*, Principal Appraiser
Lance W. Dore, MAI, FRICS*, Principal Appraiser
Jacinto Munoz, MAI, SRA, AI-GRS, AI-RRS, Senior Appraiser
Robert Contant, MAI, Senior Appraiser
Meredith McDonald, Senior Appraiser
Matthew Sunderland, Senior Appraiser
Mark Demkiw, Senior Appraiser
Paul Kim, Senior Appraiser
Andrea Lawson, Business Manager, Administrative, Research
Kaitlynn Kunchick, Administrative, Research

* Key Personnel
(1) Certified DBE, SBE, WBE

CHRISTINE S. SANTOLUCITO, R/W-AC

Christie is the President of the Santolucito Doré Group. In this role, Christie directs all valuation assignments and is responsible for the day to day operations of the business. She is the lead appraiser and works closely with her partner, Lance W. Doré, MAI, FRICS, and team of appraisers on complex appraisal assignments.

Christie is a Certified General Real Estate Appraiser who holds the Right of Way Appraisal Certification (R/W-AC) through the IRWA. She is a Practicing Affiliate through the Appraisal Institute. Christie has performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Christie is also a California Licensed Real Estate Salesperson and is currently pursuing her Brokers license (expected 2024). Christie has been involved with various real estate tasks/transactions for multiple public and private entities, including BNSF and UPRR.

Her previous experience includes more than eight years of office management in various capacities including management of a commercial appraisal firm.

EDUCATION
Bachelor of Arts, Business Administration and Leadership
Concordia University, Irvine, CA
Cum Laude Graduate, 2006
(GPA of 4.0 at Concordia)

LICENSES
Certified General RE Appraiser
State of California
Certificate No. AG043715
Expires 2/14/2024

Real Estate Salesperson
State of California
License No. 01820326
Expires: 1/23/2028 (Broker License expected 2024)

PROFESSIONAL MEMBERSHIPS
Member, International Right of Way Association (Chapter 57 2018/19 President)

Candidate for Designation, Appraisal Institute (SCCAI IEMTS Committee Member)

INDUSTRY TENURE
18 Years

PROJECT EXPERIENCE

Overland Pacific & Cutler, LLC/SBCTA, I-10 Corridor Express Lanes Project, County of San Bernardino, CA. Christie recently appraised properties impacted by construction packages 1, 2, and 4. She and Lance have completed appraisals for 50 parcels. Property types include single-family and multi-family residential properties for proposed partial acquisitions associated with this fast-paced design-build project.

Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA. Appraiser. Christie is providing appraisals for various projects. She is currently appraising agricultural zoned and business park zoned parcels in Winchester for the Sky Canyon Sewer Project. Previously completed were appraisals of sewer and access easements impacting two large acreage multi-family properties in Temecula for the Pala Lift Station Project.

Overland Pacific & Cutler, LLC/City of San Jacinto, San Jacinto, CA. Appraiser. Christie recently completed six appraisals of parcel impacted by the Esplanade Widening project. This project posed unique valuation challenges, since all parcels subject to proposed acquisition were subject to dedication requirements.

LANCE W. DORÉ, MAI, FRICS

Lance is the Vice-President of the Santolucito Doré Group. In this role he is responsible for the co-management of the business operations. He works closely with his partner, Christie Santolucito R/W-AC, on complex appraisal assignments.

Lance is a Certified General Real Estate Appraiser who holds the MAI designation through the Appraisal Institute. He also holds the FRICS (Fellow of Royal Institute of Chartered Surveyors). Lance has performed hundreds of full and partial acquisition appraisals and appraised and reviewed thousands of real estate projects in Western United States, with specialize assignments in Mexico, Japan, Russia, and the Caribbean Islands. The appraisals have been predominately for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Lance is also a California Licensed Real Estate Broker and published *"The Secret of Real Estate Revealed"* a real estate primer. Additional published articles in *The Wall Street Journal, Appraisal Institute Journal and Energy Central.*

He has had executive level management for over 20 years in international real estate firms included Cushman & Wakefield and Colliers International.

EDUCATION
Bachelor of Science, Real Estate – Minor English – San Diego State University

LICENSES
Certified General RE Appraiser
State of California
Certificate No. AG002464
Expires 10/1/2024
Real Estate Broker
State of California
License No. 00976180
Expires: 12/16/2024 (Broker)

PROFESSIONAL MEMBERSHIPS
Member – Appraisal Institute
Member – IRWA
Member – Royal Institute of Chartered Surveyors (RICS)

INDUSTRY TENURE
41 Years

PROJECT EXPERIENCE

Overland Pacific & Cutler, LLC / San Bernardino County Transportation Authority, I-10 Corridor Express Lanes Project, County of San Bernardino, CA. Appraisals for 50 single-family and multi-family properties for proposed partial acquisitions associated with this fast-paced design-build project.

City of Pomona, Various Assignments, Pomona, CA. Appraisals of various property types including vacant land, parking lots, and commercial buildings for potential acquisition or disposition purposes.

Epic Land Solutions / City of Palmdale, Avenue R Widening, Palmdale, CA. Appraisals for 42 parcels subject to partial acquisition. Proposed improvements include installing sidewalks and dedicated bike lanes to increase pedestrian safety.

Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA. Appraisals for various projects. Recently completed were appraisals of sewer and access easements impacting two large acreage multi-family properties.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TERRACON CONSULTANTS, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Environmental Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and TERRACON CONSULTANTS, INC., a Delaware corporation authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Environmental Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Environmental Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term**. This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Terracon Consultants, Inc. Attn: Sami Noaman 1355 E. Cooley Drive Colton, CA 92324

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance.** Prior to the 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 the City's request, Consultant shall provide the 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.** The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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.** The 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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

TERRACON CONSULTANTS, INC., a Delaware corporation authorized to do business in California

By: _____

Fred Buhamdan
[Printed Name]

Regional Manager
[Title]

and

By: _____

Patrick L. Courtney
[Printed Name]

Corporate Secretary
[Title]

TERRACON CONSULTANTS, INC. CORPORATE SEAL 2000 DELAWARE

24-1615.1 SDW 9/17/24

EXHIBIT "A"

SCOPE OF SERVICES

Statement of Understanding and Approach

Negotiating the complexities of environmental issues can be challenging and time-consuming. Terracon relies upon demonstrated experience and knowledge of local conditions and regulations to deliver solutions that are timely, practical, and make good business sense.

We have supported more than 200 environmental projects within the City of Riverside and surrounding communities over the past five years. Terracon has a thorough understanding of local conditions and regulations and knows how to effectively manage the potential risks presented by hazardous materials and chemical releases that have impacted a site. Our targeted services increase clarity during project development and optimize solutions during design.

Phase I Environmental Site Assessments

Environmental site assessments (ESAs) are designed to identify potential contamination from off-site or on-site sources that may impact property values. In addition to federal CERCLA regulations, each state has a host of local environmental regulations intended to not only control the use of the property but to identify and establish liabilities and penalties for contaminated sites. Most importantly, due diligence environmental site assessments represent a vital business practice because they provide information regarding potential liabilities of a property, enabling owners/lenders to make informed business decisions regarding potential transactions.

Phase I ESA activities typically include:

- Physical setting
- Historical use
- Interviews with persons/agencies familiar with site
- Regulatory records
- Site and adjoining property reconnaissance
- Previous report review

Depending upon the age and use of the property, sampling for asbestos, lead, radon, or mold may also be recommended as part of the Phase I. Terracon performs approximately 14,000 ESAs annually across the United States for both commercial and industrial clients. ESAs are performed in general accordance with accepted industry standards and American Society of Testing Materials (ASTM) 21 standard guidelines.

Phase II Environmental Site Investigations

Quality site investigation and closure services are necessary to effectively manage risk and liability. Soil, soil gas and groundwater contamination can result from releases at various types of facilities, including gas stations, dry cleaners, and a variety of commercial/industrial operations.

Terracon's site investigation and closure services are designed to evaluate whether a release has occurred and if so, the extent and magnitude of the contamination. With this information, we provide options for timely, cost-effective solutions that are tailored to your objectives.

We have extensive expertise in a broad range of sectors, including oil and gas exploration/production, energy, solid waste, industrial, federal, commercial/retail, and Brownfields. Terracon's nationwide network of environmental engineers and scientists are experts in the federal, state, and local regulations that govern these services.

Wherever the project location, our site investigation, and closure team, comprised of 8 environmental scientists, 3 geologists, and 5 project managers, have the expertise to effectively utilize applicable regulations to provide the most cost-effective and appropriate solutions for the environmental challenges at hand. We specialize in Risk-Based Corrective Action, a process that draws upon existing site information and the calculation of site-specific cleanup levels to prevent or reduce the need for costly remediation activities.

At Terracon, we utilize our collective resources to provide innovative and economic solutions. We are a multiservice firm that also specializes in geotechnical, materials, and facilities engineering and consulting, which allows us to provide integrated solutions that accomplish multiple project goals while maximizing cost savings.

Our site investigation and closure services include:

- Soil and groundwater investigation
- Surface water and sediment investigation
- Soil gas investigation
- Vapor intrusion evaluation
- Aquifer characterization and classification
- Risk-based corrective action
- Fate and transport modeling
- Underground storage tank (UST) removals
- Landfill and methane investigation
- Brownfields assessments
- Voluntary cleanup program closures
- Corrective action closures

Limited Soil Vapor Survey

Where hazardous vapors are present, performing vapor intrusion investigation and mitigation are critical to protecting the health and welfare of building occupants while maintaining compliance with federal and state guidelines. Terracon's Vapor Intrusion Mitigation System (VIMS) design team is dedicated to working collaboratively to provide thorough and accurate reporting and effective mitigation systems. Comprised of Subject Matter Experts (SMEs) and environmental professionals, this team offers national expertise along with knowledge of local geology and state regulatory programs to provide environmental solutions tailored to the specific needs and objectives of each specific client, whether they be developers, contractors, lenders, investors, property managers, or building owners.

Operations that use volatile chemicals (chemical plants, gas stations, dry cleaners, train yards, painting/finishing, degreasing, etc.) present potential sources of hazardous vapors from petroleum compounds, solvents, and methane. Seeping into soils and groundwater, these chemicals produce vapors that can accumulate below buildings presenting the potential for acute health and safety hazards as well as chronic effects on people and property.

Soil Vapor Assessment

Terracon routinely conducts subsurface vapor sampling as part of Phase II investigations. Subsurface vapor samples consist of both soil vapor samples collected from below ground away from buildings (soil gas samples) and subslab soil vapor samples collected from immediately beneath the foundation or slab of a building (subslab samples). Indoor air samples are collected from the first floor, basement or crawl space, as applicable. Outdoor air samples are collected outside of the buildings and are used to characterize site-specific outdoor air background conditions. Together, the soil gas and indoor/outdoor data is used to evaluate the vapor intrusion risk.

Vapor Intrusion Mitigation Systems

Terracon understands that redevelopment solutions often consider the use of engineering controls as a means to limit the potential entry of harmful vapors into the building from off-gassing effects of soil or groundwater contamination. To provide these controls, Terracon prepares designs for the installation of VIMS to be incorporated into the design and construction of new facilities. The VIMS consist of a chemically compatible composite membrane placed above a passive, vent-piping system beneath the subslab and routed to the roof. These systems are designed to be readily converted to an active system, if warranted.

Sub-Slab Depressurization Systems

For an existing building, an active Sub-Slab Depressurization System (SSDS) is designed to remove vapors from the sub-slab environment before they enter the indoor air of the occupied spaces. The design uses one or more suction pits constructed beneath the floor slab connected to vent piping located within interior walls or unoccupied spaces. The vent pipes are routed to the exterior via roof vent stacks and are equipped with low-power, in-line fans, located and designed to minimize impacts on existing tenant operations.

Engineering Plans and Specifications

Terracon prepares plans and specifications for SSDS systems, including drawings for the vapor system mitigation. VIMS plans typically include a title sheet/site plan/general notes, membrane and venting plan, membrane details and specifications, passive venting details, and tenant improvement details. Final designs are signed and sealed by a Terracon professional engineer in accordance with state and local codes.

Construction Observation

Terracon provides manufacturer-trained and certified technicians for construction observation and documentation of installation, and quality assurance testing to observe that the VIMS is constructed and tested as specified in the plans. Terracon will oversee the smoke testing of the soil vapor mitigation system and will perform the specified construction quality assurance testing. Terracon will provide the necessary support needed to assist the installation contractor during construction.

Asbestos and Lead Services

Terracon's local team has performed thousands of hazardous building materials (asbestos, lead, PCBs, etc.) surveys, written and implemented operations and maintenance plans, designed abatement specifications, developed safety training programs, and more for various cities and counties across Southern California.

We understand the challenges that municipalities face when maintenance, renovation, demolition, or emergencies necessitate disturbance to potential hazardous building materials such as asbestos, lead paint or regulated materials. Completing public works projects and maintaining business operations, employee, and public safety during is not without its challenges. One of the many challenges is the presence of hazardous materials that need to be removed prior to construction and to be managed after occupancy. Terracon understands and is well

versed in advising clients on how to lessen impacts to operations, offering strategies on when it's appropriate to manage hazardous materials in place and when removal is the best option. Additionally, Terracon works to help a client build a proactive understanding of how good building maintenance, safety, communication and proactive planning will serve the client's financial and liability interests. Terracon also provides emergency/on-call testing when unplanned disturbance or emergencies occur to arm the client with the time sensitive information, they need to make important response decisions. Terracon's Asbestos and Lead consulting are also an asset to the client during the due diligence process. As municipalities evaluate properties for acquisition Terracon can provide a valuable, cost saving evaluations of potential hazardous building materials that may require future mitigation. Terracon can provide clients with a rough order of magnitude of potential abatement costs that can be factored into future budgets.

Additionally, for current occupied buildings, we can address all industrial hygiene and safety related concerns that an occupant of a City building may have. We provide all of these on a consistent basis for our clients, which allows them to evaluate construction schedule, budgets, and compliance with internal policies and the South Coast Air Quality Management District (SCAQMD) requirements and mitigate any potential concerns associated with acquisitions/development. ***Terracon is ranked #1 in the ENR rankings for asbestos and lead abatement design and understands what it takes to manage hazardous materials management and mitigation for all types of public work projects.***

Asbestos Inspections

Terracon will perform all asbestos surveys in accordance with the SCAQMD Rule 1403 which requires an asbestos survey to be performed prior to any renovation or demolition activity. We will treat each project with a fresh set of eyes as each project will vary greatly in age of construction, building finishes, room configurations, HVAC and mechanical components and construction dates.

Depending on the City's needs, Terracon will start our surveys with a clear understanding of the clients goals for the project and by conducting a visual assessment of all areas accessible areas to identify homogeneous materials suspected of being asbestos-containing materials (ACMs) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles, ceiling tiles, roofing, and gypsum boards). Terracon will physically assess suspect materials for friability and evidence of damage or degradation. All samples of suspect ACM will be collected for laboratory analysis by a California Certified Surveillance Technician (CSST) under the supervision of a California Asbestos Consultant (CAC) as required by Cal/OSHA CCR 1529. After receipt of all lab results, Terracon will communicate results to the client and follow it up with a formal survey report that will comply with SCAQMD Rule 1403.

Each year, Terracon performs hundreds of asbestos surveys in Southern California and has always worked closely with the regulators to ensure our surveys are compliant. Our process is comprehensive, and our technicians are well trained to ensure project success.

In addition to surveys, our team of CACs prepare numerous SCAQMD Procedure 5 Asbestos Abatement Work Plans every year. We work closely with the SCAQMD to design project specific abatement protocols that protect the public, staff, and workers, while being supportive of the City's project schedule and budget.

Lead-Paint Inspections

In addition to being CACs and CSSTs, Terracon's entire field team are also certified by the CDPH as lead sampling technicians, lead inspector/assessors and/or lead project monitors. The identification of lead content in paints and other materials is a crucial part of protecting workers and occupants from the dangers of lead exposure that may be generated by improper work practices. Our cross-trained staff will be able to perform multiple services in one mobilization which will provide the City with quicker turnaround on projects at a cheaper cost.

Terracon can perform lead-paint surveys using a non-destructive sampling approach with a handheld X-ray Fluorescence (XRF) paint analyzer. With the XRF, Terracon can analyze all painted layers of a surface without damaging the painted surfaces by physically collecting bulk samples. The XRF readings will be obtained in general accordance with Chapter 7 of the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing and U.S. Environmental Protection Agency (EPA) 40 CFR Part 745 and Title X of the 1992 Housing and Community Development Act. Results can be provided to the City on site and no laboratory analysis is required.

A second approach for painted surfaces sampling would be to collect paint chip samples from painted or similarly coated surfaces. Terracon can collect approximately 2 square inch samples and submit samples to an appropriately accredited laboratory. The benefit of paint chip sampling is that it is a recognized method of sampling by Cal/OSHA while XRF sampling is still under review by Cal/OSHA.

Terracon will work in partnership with the City's project team to determine which lead sampling approach works best for the definitive success of the project.

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

Terracon has a significant depth of experienced employee-owners, including licensed professionals, project managers, regional managers, geologists, engineers, environmental staff, certified asbestos consultants (CAC), California department of public health (CDPH) lead technicians, and certified site surveillance technicians (CSST) for every potential project the City may require. In addition to the key personnel shown below, we have staff beyond those included that we can draw upon to perform the City's work.

PROFESSIONAL PERSONNEL

- 100+ - Employees within Southern California for all Sevices
- 15 - Environmental Engineers & Scientists
- 14 – Certified Asbestos Consultants
- 10 – Certified Site Surveillance Technician
- 12 - California Department of Public Health

ENVIRONMENTAL KEY PERSONNEL
(Resumes Provided Below)

Name	Email | Contact Number	Description of Experience	Licenses / Certifications	Availability
Sami Noaman, MSc Eng Primary Point of Contact Principal	sami.noaman@terracon.com (949) 864-2054	• Contract Manager • QA/QC		15%
Todd G. McFarland, PG, CHG Environmental Department Manager	todd.mcfarland@terracon.com (909) 301-6068	• Hydrogeologist • Geologist	Professional Geologist #7685 Certified Hydrogeologist #979	30%
Joe Yang, PE Senior Project Manager	joe.yang@terracon.com (949) 383-1974	• Civil Engineer	Professional Engineer #C86295	80%
Jennifer Van Senior Project Manager	Jennifer.van@terracon.com (310) 627-3417	• Due Diligence • Phase I ESA	Environmental Professional	80%
Sarah Vosovic Senior Project Manager	sarah.vosovic@terracon.com (619) 821-3632	• Project Manager		60%
Chris Blake, CAC, CDPH Senior Project Manager	chris.blake@terracon.com (949) 864-2060	• Asbestos • Industrial Hygiene Project Manager	CAC #01-3027 CDPH #00011662	60%
Danish Mansoor, CIH, CAC, CDPH Senior Industrial Hygienist	danish.mansoor@terracon.com (619) 821-3635	• Asbestos • Industrial Hygiene Project Manager	Certified Industrial Hygienist #11982 CAC #18-6175 CDPH #0003714	30%
Mark Korte, CAC, CMI Project Manager	mark.korte@terracon.com (949) 383-1977	• Asbestos • Industrial Hygiene Project Manager	CAC #01-3027 CDPH #00011662	70%

Subcontractors

Terracon is fully competent in the environmental services that may be needed on City projects; however, we understand that projects sometimes require working with subconsultants. We have longstanding relationships with many local subconsultants and can utilize their services if necessary. Subconsultants are considered part of the Terracon team and are integrated into projects seamlessly. Below are some of the highly qualified subconsultants Terracon would call upon on an as-needed basis. These SBE subcontractors are considered for more than 25% of our estimated fees.

JHA Remediation (JHA) is a division of Jacob & Hefner Associates, Inc. and is a California Certified Small Business specializing in providing environmental remediation and site investigation services. JHA Remediation's focus is providing site investigation services via Direct Push Technologies (DPT) and full service In-situ Remediation.

JHA is staffed by highly experienced professionals with the knowledge of environmental consulting practices and a sensitivity for the importance of high integrity environmental sampling and remediation. As a C-57 licensed driller, JHA's crews understand the results of site characterization studies may be used to support site closure, risk assessments and potential remedial actions. Therefore, JHA's primary goal is to provide their clients with high integrity sampling support. JHA's DPT division manager has 23 years of direct push experience, while JHA's injection manager has 19 years of injection experience.
Terracon has worked with JHA for over 4 years.

BC2 Environmental (BC2) is a California-based company established in 1993. BC2 is committed to providing unparalleled client service and operating with the highest standards of integrity, professionalism, and safety. As a C-57 licensed driller, BC2 offers a broad range of environmental, geotechnical, water well drilling services, including soil sampling, groundwater and vapor well installation, direct push sampling and groundwater monitoring. BC2 possesses the capabilities to handle complex site investigations and remediation projects.
Terracon has worked with BC2 for over 4 years.

SoCal Locators technicians perform Subsurface Utility Investigations using multiple locating equipment including, RD 4000 Electro-Magnetic 10-Watt Transmitter & Receiver, GSSI Utility Scan GPR unit with a 400Mhz antenna, Schonstedt GA-52cx Magnetometer, and 300-foot Jameson 5/16th's Traceable Rodder to locate and mark all conductive and non-conductive underground utilities including water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines, and storm drain pipes for proposed locations. All confirmed utilities will be delineated with APWA color-coded marking paint, marking chalk, and/or marking survey flags.
Terracon has worked with SoCal Locators for over 2 years.

Islam (Sami) R. Noaman, MSc. Eng

PRIMARY POINT OF CONTACT | PRINCIPAL

EDUCATION

Bachelor of Science, Chemistry/Environmental Chemistry, 2002, City University of New York, City College of New York

Master of Science in Environmental Engineering, California State University Fullerton, May 2023

REGISTRATIONS

Certified Engineer in Training (CA) Certification No. EIT 171371

CERTIFICATIONS

40-Hour OSHA Hazardous Waste Operations & Emergency Response Training Course

Mr. Noaman is a Principal with Terracon supporting our Southern California region with over 20 years of environmental consulting experience. Mr. Noaman oversees teams managing asbestos, industrial hygiene, regulatory compliance, and environmental planning services.

PROJECT EXPERIENCE

Environmental Planning Services:

Mr. Noaman and his environmental planning team manage services necessary to obtain environmental clearance and entitlement to construct facilities for the County of San Bernardino and several private clients. His responsibilities include oversite of preparation of all documentation necessary to initiate, process, review and obtain certification of Environmental Impact Reports (or relevant project-specific environmental documents) that will environmentally clear approval and implementation of a specific project/facility in compliance with the CEQA. Mr. Noaman's oversees environmental permitting process in accordance with the National Environmental Policy Act (NEPA) and obtain certification of Environmental Impact Statement (EIS) or relevant project-specific environmental document.

On-Call Management:

When it comes to managing on-call contracts with public agencies, Mr. Noaman understands the importance of compliance, accountability, and transparency. Mr. Noaman is responsible for ensuring open lines of communication and tailoring our services to align with the Client's specific objectives. Through comprehensive on-call contracts, he establishes clear expectations, deliverables, and client service to provide the highest level of service quality. Mr. Noaman's commitment to responsiveness and easy accessibility allows us to address critical issues promptly, ensuring minimal disruptions to public services. He is well-versed in the intricacies of navigating bureaucratic processes, budget constraints, and regulatory requirements. His goal is to provide innovative solutions that optimize resources and enhance overall efficiency, enabling public agencies to deliver exceptional services to their communities.

Due Diligence Services:

Mr. Noaman managed thousands of due diligence projects. His role throughout his career varies from project management, client management, consulting services, and QA/QC reviews. Typical project experience would include, Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Hazardous Materials Assessments, Limited regulatory Compliance Assessments (LECAs), and Limited Environmental Planning and Natural Resources Services.

Stormwater, Wastewater, and Hazardous Waste Regulatory Compliance Services:

Mr. Noaman managed numerous regulatory compliance services for industrial, commercial, and renewable energy projects across Southern California. These services typically included client and agency coordination, implementation of guidelines required by the state of California Water Resources Board (SWRB) and/or Certified Unified Program Agency (CUPA), and consultation with clients.

Todd G. McFarland, PG, CHG

DEPARTMENT MANAGER

Mr. McFarland has over 25 years of experience as a professional geologist and hydrogeologist, in over 200 site characterization and remediation projects throughout California. He is the Environmental Department Manager for Terracon's Site Investigation and Remediation team in Southern California and Hawaii. Mr. McFarland has been involved with environmental investigations, well design and construction, aquifer testing, Phase I and II ESAs, including agricultural, petroleum, and industrial properties; and remediation design and mitigation for commercial, industrial and LUST/LUFT projects.

Mr. McFarland's expertise includes hydrogeology, Phase I & II Environmental Assessments, Hazardous Waste Site Investigations, LUST/LUFT Site Investigation and Remediation (soil, vapor, and groundwater) Hydrogeology, Contaminant Fate & Transport, Well Design and Construction, Remedial Strategy and Design, California UST Cleanup Fund, Triad Approach Investigation Methods, and high-resolution site characterization (HRSC).

EDUCATION

Bachelor of Science, Hydrogeology, Northern Arizona University, 1998

AA, Art/Architecture, Pasadena City College, 1992

REGISTRATIONS

California Professional Geologist, PG #7685

California Certified Hydrogeologist, CHG #979

CERTIFICATIONS

GIS Certification, University of California, Riverside, 2017

40 Hour OSHA Hazardous Materials Training

8 Hour OSHA Supervisory and Confined Space Training

8 Hour LPS/OSHA Refresher (current)

CPR/First Aid Certified (current)

LPS 8-Hour Training Certification, 5/2006

16-Hour Chevron EMC CSOC Training, 11/2007

Defensive Driving Course, 6/2006

DOT-Basic HazMat Training, 5/2007

Title 22 California-Hazardous Waste Generator Training, 5/2007

Lean Six Sigma Training, 3/2011

Cost Engineering and Cost Loaded Scheduling and Training, 4/2011 & 3/2012

PROJECT EXPERIENCE

City of Los Angeles, Community Park Development, Lead Removal, California
Project Geologist for the development of a community park. Planned, coordinated, and conducted assessment and remediation of aerial deposited lead within a residential community. Conducted lead dust monitoring, excavation activities and verification sampling and reporting.

Amtrak, 8th Street Amtrak Yard ROW Investigation, Los Angeles, California
Project Geologist for Phase I & II assessments along ROWs within the active rail yard for proposed ROW exchange. Project work included drilling and soil sampling adjacent to active rail lines associated with train maintenance and wash rack. Reporting and recommendations for soil remediation options.

Kaiser Permanente, Phase II Investigation, Baldwin Park, California
Senior Project Manager and liaison with National Account Manager to conduct a comprehensive investigation that involved six (6) deep groundwater wells, five (5) soil gas probes, six (6) subslab probes and six (6) indoor/outdoor air samples to evaluate potential impacts due to historical operations and the likely presence of a regional Superfund contaminant plume beneath the site.

Eton Warner Center, Vapor Intrusion Mitigation System, Woodland Hills, CA
Senior Project Manager and technical lead to evaluate and test a VIMS installed by others. Testing included isolation of four (4) separate systems and inducing vacuum to the subsurface to evaluate the effectiveness and radius of influence of the system. Evaluation also included multiple rounds of sampling up to 36 subsurface probes and multiple rounds of collecting 20 indoor/outdoor air samples to evaluate vapor intrusion potential. Upon completion of the testing, the passive system was converted to an active system with four (4) separate systems operation 24/7 and monitored remotely. The project includes on-going semi-annual testing and evaluation of the VIMS.

Mt. Vernon Bridge Replacement Project, Site Investigation, San Bernardino, CA
Senior Project Manager for environmental site investigation throughout the project site, including the 2,700-foot stretch of Mt. Vernon Avenue (including the bridge and its approaches) and the BNSF Intermodal Facility consisting of 8 sets of active and passive railroad tracks. The project included the assessment of eight (8) distinct target areas including areas immediately adjacent to the active railroad tracks associated with the intermodal yard. Report included health and safety plans for the project, work plan and

technical report for soil and groundwater investigation, and soil/groundwater management plan.

Charis Corporation/US Army, Aquifer and Well Evaluation, Fort Irwin, California
Project Geologist for the identification, assessment and testing of domestic and agricultural wells associated with the expansion of Ft. Irwin military base. Responsible for field mapping, staff and logistics coordination, subcontractor management, well pumping, mine shaft mapping and collection of samples for heavy metal analytical testing.

Herzog, Rail Line Rehabilitation Project, San Bernardino, California
Project Geologist for compliance monitoring, soil sampling and remediation management of soils during rail line rehabilitation. Project work conducted for BNSF under their oversight and safety management guidelines. Managed daily soil screening, mobile laboratory analysis oversight and directed soil excavation and segregation for offsite disposal of hydrocarbon and solvent impacted soils.

Chevron EMC, MTBE Groundwater Plume Investigation and Remediation, San Juan Capistrano California
Senior Geologist and Project Manager for two underground storage tank facilities that allegedly affected the City's water production supply. Scoped and executed assessment and remedial efforts targeted to model and remove benzene and MTBE. Installed and operated in-situ soil and groundwater remedial systems. Geological logging and drilling oversight for the installation of numerous shallow and deep monitoring and remediation wells. Testing and evaluation of City's production wells. Attend and participate in public hearings, plan and participate in planning and design review meetings. Conduct client meetings and provide project details to client's legal team.

Confidential Client, Crafton-Redlands Perchlorate Plume Investigation, Mentone, California
Project Geologist for underground storage tank facility. Geological logging and drilling oversight for the installation of deep monitoring wells within the Crafton-Redlands Plume using rotary casing hammer and sonic drilling rigs. Collection of soil and groundwater samples to evaluation aquifer for petroleum hydrocarbons, including MTBE and perchlorate. Conduct soil vapor extraction pilot testing for in-situ soil remediation of hydrocarbon impacts.

City of Rialto, Landfill Investigation and Post-Closure Monitoring, Rialto, California.
Project Geologist for landfill closure and post-closure investigations and monitoring. On going monitoring of water quality beneath and surrounding the boundary limits of landfill. Statistical analysis and reporting of water quality data to determine trends and stability post-closure.

City of Blythe, Citywide Commingled Plume Investigation, Blythe, California
Project Manager for city wide commingled plume assessment and remedial cleanup of 7 commingled plumes (over 30 individual sites) related to petroleum releases to groundwater. Conducted large-scale site assessment, well installation and remedial actions including soil vapor extraction, dual-phase extraction, free-product extraction and soil excavation. Managed complex financial contract and UST Cleanup Fund reimbursement. Responsible for direct interaction with client (City), UST Cleanup Fund and California's Water Board to develop and execute strategies.

AFCEC, Industrial Waste Line Removal and Vapor Intrusion Risk Assessment, Former Norton Air Force Base, San Bernardino, California
Senior hydrogeologist for evaluation of soil and soil vapor sampling. Conducted closure report review, human health risk assessment modeling and evaluation, and closure recommendations. Evaluation and reporting resulted in obtaining closure from DTSC.

Joseph Yang, PE

SENIOR PROJECT MANAGER

EDUCATION
Master of Engineering, Environmental Quality Management, University of Southern California, 2007
Bachelor of Science, Mechanical Engineering, University of California Los Angeles, 2005

REGISTRATIONS
Registered Civil Engineer (CA, NV, OR):

California PE: C86295, Exp 3/31/25
Nevada PE: 027410, Oregon PE: 96342PE

CETCO Liquid Boot Authorized Inspector
Acquired: 5/14/2020

CERTIFICATIONS
40-Hour HAZWOPER CPR/First Aid

Mr. Yang is a licensed civil engineer (PE) in the State of California, Nevada, and Oregon with 16 years of experience in the environmental industry in the areas of site investigation and remediation and currently manages projects from Terracon's Tustin office. He has served as an engineer of record, project manager, and/or project engineer with federal, state, local, and private sector clients including major oil companies (Chevron, Shell, Tesoro), Air Force, manufacturing, chemical plants, and commercial properties).

These projects include Phase II site assessments of soil, groundwater, soil gas, and indoor air to create comprehensive conceptual site models, including 3-dimensional high resolution site characterization of each environmental media; and the evaluation of innovative remedial alternatives for in-situ treatment of contaminants; preparation and review of remedial investigation reports and work plans, feasibility studies, and remedial action plans; development of remedial cost estimates; and negotiations with regulatory agencies.

He has performed remediation/mitigation systems engineering through design and implementation of vapor intrusion mitigation systems (VIMS); in-situ use of chemical oxidants, reducers, organic substrates, and bioaugmentation cultures; soil vapor extraction and air sparging; and groundwater treatment with advanced oxidation and reductive dechlorination, activated carbon, and ion exchange for He has provided site assessment and remediation of properties containing chlorinated solvents, petroleum hydrocarbons, and emerging chemicals.

PROJECT EXPERIENCE

Chevron, Former Chemical Storage Facility – La Mirada, CA*
Project Manager for soil and groundwater assessment and soil remediation of TPH, BTEX, chlorinated compounds (PCE, TCE, VC). Responsibilities included planning and implementing a variety of soil, soil vapor, and on-site and off-site groundwater investigations of VOCs and TPH across a complex geologic/hydrogeologic site with up to four groundwater units, shifting groundwater flow conditions, a nearby water supply well, and other nearby sites with potentially commingling soil and groundwater releases. Over 50,000 pounds of mass removed through SVE operations and over 100,000 pounds consumed by in-situ biodegradation.

Chevron, Former Tank Farm – Manhattan Beach, CA*
Project Manager for soil remediation at a former tank farm within a residential housing tract through the operation of three SVE systems. SVE operations removed over 100,000 pounds of methane and TPHg. Responsibilities included managing field personnel and subcontractors during SVE O&M and system expansions. Maintained efficiency and safety during the project by Installing critical safety devices, decreasing O&M durations through simplifying carbon changeouts and implementing methods to reduce utility costs.

Ballona Creek Repairs – Los Angeles, CA
Project Manager for site investigation and evaluation of VOCs, TPH, and Title 22 Metals in soils prior to repair and excavation activities at the Ballona Creek wall. The soils under investigation were suspected of containing impacts from operations at the adjacent Los Angeles Department of Water and Power facility.

Phase II Investigations – Los Angeles Basin
Project Manager for multiple Phase II investigations conducted in Los Angeles County, Long Beach, Orange County, Riverside County, San Diego County, and Tulare County for

over 50 clients, to investigate the extent and magnitude of soil, soil gas, groundwater, and indoor air contaminated with TPH, VOCs and oxygenates, SVOCs, chlorinated compounds, emerging chemicals, pesticides, asbestos, methane, etc. The investigations included direct push, hollow-stem auger, hand auger, and sonic drilling techniques and follow DTSC, EPA, RWQCB, OEHHA, CHHSL guidelines.

Shell, Former Tank Farm – Carson, CA*
Project Engineer for coordinating vapor sampling and indoor air sampling inside a community of single-family residences to evaluate vapor intrusion from the subsurface. Developed a vapor sampling system setup that reduced helium gas (tracer gas) usage by over 75% projecting to result in over an estimated $300,000 by project end. Coordinated SVE pilot studies to assess the subsurface response to applied vacuum to specify SVE system requirements for effective remediation. Managed LNAPL removal events in groundwater monitoring wells located throughout the site. (Annual revenue: >$1 million)

McDonald's, Former Circle K Gasoline Retail Station – Riverside, CA
Project Engineer for soil, soil vapor, and groundwater assessment and free product remediation at a former retail station contaminated with mobile and residual gasoline LNAPL in a commingling plume due to soil and groundwater releases from an adjacent property. Responsibilities included planning and implementation of an IRAP for free product remediation and groundwater monitoring according to SARWQCB directives. Coordinated the application into the commingled plume application fund under the state UST fund.

Various Gasoline Service Stations – Los Angeles Basin
Conducted Phase II assessments in Los Angeles County, Long Beach, Orange County, Riverside County, San Diego County, and Tulare County, investigating the extent and magnitude of soil, soil gas, groundwater, and indoor air contaminated with TPH, VOCs and oxygenates, SVOCs, chlorinated compounds, emerging chemicals, pesticides, and asbestos. Managed field work, correspondence with regulatory agencies, interface with clients, and timely submittal of deliverables.

LAC+USC Restorative Care Village – Los Angeles, CA
Project Manager for the design of passive VIMSs for the mitigation of methane in 5 new structures (Residential Treatment Program buildings [4 buildings] and the Recuperative Care Center [1 building]). These structures are part of a project to help vulnerable residents following medical procedures in a safe, clean, sober, and nurturing environment while permanent housing solutions are sought. Worked intimately with Los Angeles County regulator to configure a strategic design layout and with EPRO (material manufacturer) to improve membrane termination details to save 30% on materials and reduce the construction schedule by a month.

New Hope Village – Burbank and Pasadena, CA
Project Manager for characterization of soils of two sites undergoing excavation during grading activities to be used for import backfill material at the New Hope Village project in Duarte, CA. Composite soil samples were collected from stockpiles and from the bottom of excavated areas scheduled to be excavated and the materials transported to the New Hope Village.

UHG Medical Office – Hemet, CA
Designed a passive VIMS and provided construction observation services for a medical office building to provide mitigation of potential vapor intrusion into indoor air of chlorinated compounds. Evaluated flow and pressure loss based on fill material and subsurface vent piping dimensions to specify vacuum blowers capable of providing an adequate radius of influence when the VIMS is converted to an active system. Implemented a variable slot spacing analysis to account for longer vent system lines.

Starbucks, Various Locations (6) – Riverside CA
Designed a passive VIMS for commercial properties building a new structure to provide mitigation of potential vapor intrusion into indoor air of chlorinated VOCs and petroleum hydrocarbons.

Jennifer S. Van

ENVIRONMENTAL GROUP MANAGER | DUE DILIGENCE

Ms. Van has over 12 years of experience in the environmental consulting industry. She currently serves as the Due Diligence lead for Southern California. With her staff of geologists and scientists, her group manages all due diligence work in Southern California and Nevada. Ms. Van is the Authorized Project Reviewer of Phase I Environmental Site Assessments (ESAs). Ms. Van has been involved with environmental investigations including Phase I ESAs, Limited Subsurface Investigations (LSIs) including agricultural, petroleum, and industrial properties. In addition, Ms. Van has experience with Spill, Prevention, Control and Countermeasure Plans (SPCCs), Limited Environmental Compliance Assessments (LECAs), regulatory compliance and Radon Measurement Provider. She posses excellent organization, analytical, advisory and team management skills.

EDUCATION

Masters: Environmental Engineering
California State University,
Fullerton, 2018.

Bachelor of Science, Environmental Sciences: Natural Sciences.
Minor: Business Administration
University of California Riverside,
2011.

CERTIFICATIONS
Environmental Professional,
E1527-21

40-Hour OSHA Hazardous Materials Training

CPR/First Aid Certified

National Radon Proficiency Provider – Residential Measurement Provider

PROJECT EXPERIENCE

Phase I ESAs
Conducted and managed thousands of Phase I ESAs for properties in California, Hawaii and various other states. Performed the necessary tasks to determine past and/or present land use and to locate possible sources of hazardous materials/wastes. Tasks include reviews of aerial photographs, fire insurance maps, topographic maps, historical city directories, and environmental database reports, site reconnaissance, personnel interviews, and file review with state and local agencies. Typical sites have included automotive facilities, fueling stations, recreational vehicle (RV) facilities, multi-family residential, warehouses, hospitals, military bases, restaurants, offices, retail, various other commercial facilities, industrial facilities, and agricultural and undeveloped land ranging up to 3,000 acres.

Limited Subsurface Investigations (LSIs)
Ms. Van is a Project Manager for LSIs throughout California including dry cleaners, service stations, dealerships, and manufacturing types of facilities. Investigated environmental conditions in soils, soil vapor and groundwater.

Phase I ESAs and Soil management Plan (SMP) – Navy Base San Diego, Camp Pendleton, Naval Air Station North Island, San Diego, California
Project Manager for numerous telecommunications sites at naval and marine corps bases, and to evaluate recognized environmental conditions (RECs) identified. Based on the findings, preparation and implementation of SMPs were recommended.

Sarah Vosovic

SENIOR PROJECT MANAGER

EDUCATION
Bachelor of Environmental Science, California State University, Chico, CA 2000

CERTIFICATIONS
OSHA 40-Hour Hazardous Waste Operations (HAZWOPER) Certification/ 8-hour HAZWOPER refresher training

AHERA Asbestos Inspector Accreditation/ 4-hour Asbestos Inspector refresher training

California Department of Health Services/USEPA Lead Inspector/Assessor training

** Work performed prior to joining Terracon.*

Ms. Vosovic has over 22 years of experience providing environmental consulting and regulatory compliance services. Her professional experience includes project management of environmental due diligence services for lenders, government-sponsored enterprises, real estate brokers, developers, renewable energy providers, and private investors.

She has successfully managed nearly 3,800 environmental due diligence projects from setup to client-ready deliverable including scoping, staffing, budgeting, and reviewing reports. Ms. Vosovic has served as Senior Project Manager for Phase I Environmental Site Assessments, Regional NEPA Technical Manager, and Senior NEPA/Environmental Assessment Reviewer and is well-versed in environmental regulations including CERCLA, AAI, NEPA, CEQA, Section 106 of the National Historic Preservation Act, and Section 7 of the Endangered Species Act.

PROJECT EXPERIENCE

- Freddie Mac, Fannie Mae, and SBA – Nationwide*
  8 years managing and reviewing Phase I ESAs. Freddie Mac Phase I's included limited asbestos and radon sampling

- Experience managing and reviewing Phase I's on numerous oil well sites. *
  Experience with managing and reviewing numerous Phase I's for sites overlaying NPL sites including but not limited to: *
  - San Fernando Valley: 2019 Phase I
  - San Gabriel Valley Area 4: Phase I in City of Industry, CA 2020

- Managed, reviewed, and attended client meetings for a Phase I for a former Aerojet rocket manufacturing/testing facility with open RWQCB Cleanup Program cases in Azusa, CA in 2021. *

- Managed, reviewed, and attended client meetings for a Phase I for a former aerospace manufacturing facility in Camarillo, CA in 2021. *

- Managed/reviewed a Phase I for a site in Los Angeles, CA in 2022 (Greenlaw Partners) for a former printing facility with halogenated solvent use, clarifiers, impacts from an offsite petroleum storage terminal, onsite oil wells and within an oil field, adjacent crude oil pipelines, and within a methane zone. *

- Served as the primary Project Manager and Phase I Environmental Site Assessment Reviewer for multiple lender and equity clients and for thousands of properties including addressing soil, soil vapor, and/or groundwater contamination concerns, lead-based paint and asbestos-related concerns, evaluation of PCB-containing equipment, review of UST compliance and release cases, management of radon sampling and mitigation activities, and the development of Operations and Maintenance programs. *

- Served as the primary Project Manager and Phase I Environmental Site Assessment Reviewer for multiple lender and equity clients and for thousands of properties including addressing soil, soil vapor, and/or groundwater contamination concerns, lead-based paint and asbestos-related concerns, evaluation of PCB-containing equipment, review of UST compliance and release cases, management of radon sampling and mitigation activities, and the development of Operations and Maintenance programs.

Chris Blake, CAC, CDPH

SENIOR PROJECT MANAGER

Chris is a Senior Project Manager with Terracon's Industrial Hygiene Group in Orange County, CA with 24 years of experience in environmental consulting for public and private sector clients. Mr. Blake has performed and managed thousands of regulated materials surveys including visual assessment, quantification and sampling of asbestos, lead-based paint and other regulated building materials. In addition, he has experience in preparing and designing hundreds of hazardous materials abatement specifications. Mr. Blake has also managed and performed oversight during numerous large-scale hazardous material abatement projects, including emergency cleanups/remediation of contaminated buildings. Additionally, he has 20 years of experience conducting various types of indoor air quality investigations, moisture and microbial assessments including air and surface sampling.

EDUCATION

Bachelor of Arts, Environmental Studies, Emphasis: Conservation & Restoration, Sonoma State University, 1998

REGISTRATIONS

California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (#01-3027)

California Department of Public Health (CDPH) Lead-Related Construction Certified Sampling Technician (#00011662)

CERTIFICATIONS

40-hour Hazardous Waste Operations Training and Annual 8-Hour Refresher

AHERA Contractor/Supervisor

AHERA Building Inspector

AHERA Management Planner

AHERA Project Designer

NIOSH 582 (Equivalent Certified), Asbestos

PROJECT EXPERIENCE

Riverside National Cemetery Phase 6 Development – Riverside, CA
Mr. Blake oversaw the pre-renovation hazardous materials, asbestos, & lead paint surveys. Following the receipt of results, a survey report was generated detailing the findings and further recommendations.

City of Rialto - 3 Roof Asbestos Surveys - Rialto, CA
Mr. Blake conducted Limited Asbestos surveys on three City of Rialto municipal buildings with planned roof replacements. The site work included a visual assessment of the buildings to identify potential asbestos-containing materials.

County of San Bernardino – FHJ Plumbing and Sewer Repair
Mr. Blake managed an asbestos survey of the Foothill Justice Center in preparation for a widespread plumbing replacement and repair project.

County of San Bernardino – PRB DJJ Gateway Building Improvements Survey and Contamination Assessment – Mr. Blake performed asbestos consulting services to determine whether disturbed building materials impacted by a recent renovation project had created a contamination concern within the project building.

County of San Bernardino CF Station 23 Limited Hazardous Materials Survey - Grand Terrace, CA
Mr. Blake conducted Asbestos inspections and Lead sampling on a County fire station. Terracon performed non-destructive sampling to assess the presence of asbestos-containing material. Upon completion, a final report was provided detailing visual observations and lab results.

NAWS China Lake Repair Vehicle Maintenance Facility - China Lake, CA
Mr. Blake conducted a pre-renovation limited asbestos survey at the Naval Air Weapons Station in China Lake, California. The scope of the project was to identify and locate asbestos-containing materials. Mr. Blake was responsible for managing the daily monitoring, attending client meetings and the preparation and timely submittal of the project closeout report.

Marine Corps Air Station – Multiple Projects – Miramar, CA
Mr. Blake oversaw the asbestos & lead paint surveys for multiple MCAS buildings within the Miramar Marine Corp Base. Following the receipt of results, a survey report was generated detailing the findings and further recommendations.

Indoor Environmental Quality - Confidential Federal Client – San Diego, CA
Mr. Blake managed a lead contamination survey project at the federally owned gun firing range in San Diego, California. Lead samples were collected to determine if lead contamination was present in exterior surfaces and soil. Terracon provided a report detailing visual observations and laboratory results.

Ballona Creek Site - Los Angeles, CA
Mr. Blake developed a SCAQMD Procedure-5 Abatement Work Plan and conducted a limited asbestos survey for the Ballona Creek project.

Marine Corps Air Station – Multiple Projects – Miramar, CA
Mr. Blake oversaw the asbestos & lead paint surveys for multiple MCAS buildings within the Miramar Marine Corp Base. Following the receipt of results, a survey report was generated detailing the findings and further recommendations.

Indoor Environmental Quality - Confidential Federal Client – San Diego, CA
Mr. Blake managed a lead contamination survey project at the federally owned gun firing range in San Diego, California. Lead samples were collected to determine if lead contamination was present in exterior surfaces and soil. Terracon provided a report detailing visual observations and laboratory results.

VOR Building Replacement, Hazmat Investigation - Homeland, CA
Mr. Blake oversaw the asbestos & lead paint surveys for the VOR Building Replacement project.

Alamitos BESS II - Storage Building - Long Beach, CA
Mr. Blake performed a pre-demolition asbestos and lead survey on a storage facility.

GSA/SDFO - Calexico, CA
Mr. Blake conducted a pre-alteration Asbestos and Lead-Based paint assessment and air monitoring for an exterior truck tarmac. The scope was to evaluate the existence of asbestos-containing material and lead-based paint in advanced of building renovations. Terracon provided a report detailing visual observations and laboratory results.

Danish Mansoor, CIH, CSP, CAC

SENIOR INDUSTRIAL HYGIENIST

Danish is a Senior Industrial Hygienist and manages our industrial hygiene and asbestos team and projects throughout our Southern California region.

Danish has spent nine years managing industrial hygiene and asbestos projects for many types of entities including, but not limited to, government, commercial, retail, and medical facilities. Danish is well versed in all asbestos, lead paint, and all other OSHA/Industrial Hygiene regulations. Danish also has experience working as an Environmental, Health and Safety professional, performing safety trainings, managing hazardous waste, and providing safety support to staff industrial and manufacturing facilities.

Danish is an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH), a Board of Certified Safety Professionals (BCSP) Certified Safety Professional (CSP), a California Division of Occupational Safety and Health Certified Asbestos Consultant (CAC), and a California Department of Public Health Certified Lead Inspector/Assessor. Additional related certifications are listed in the registrations/certifications section.

EDUCATION
Bachelor of Science, Environmental Systems – Chemistry,

University of California San Diego, 2014

REGISTRATIONS
Certified Industrial Hygienist
Certified Safety Professional #11982

Cal/OSHA Certified Asbestos Consultant #18-6175

CERTIFICATIONS
California Department of Public Health Certified Lead Inspector/Assessor LRC-00003714

Texas Mold Assessment Consultant
EPA AHERA Building Inspector, Project Designed, Management Planner and Supervisor

NIOSH 582

AFFILIATIONS
American Industrial Hygiene Association

Environment Information Association

CMAA

PROFESSIONAL TRAINING
OSHA 30 Hour Construction

OSHA 3115 – Fall Protection

OSHA 521 – Industrial Hygiene

OSHA 2255 – Ergonomics

OSHA 2264 – Permit Required Confined Spaces and Train the Trainer

OSHA 510

PROJECT EXPERIENCE

On-Call Hazardous Materials Consulting Services – County of San Bernardino, CA
Project manager for the County's capital improvement team and project management division. Projects have included the Arrowhead Regional Medical Center, fire stations, libraries, and various office spaces throughout the vast footprint of the County of San Bernardino. Manages the fieldwork, the site inspectors, and works with the City to develop the scope of work for hazardous materials surveys, abatement specifications and project design to conform to local, state, and federal regulations.

Barton Road Bridge Removal, Asbestos and Heavy Metals Survey – Colton, CA
Managed the Pre-Demolition Asbestos and Heavy Metals Survey prior to the demolition of the Barton Road Bridge in Colton, CA. Danish mobilized a CAC, CDPH Inspector/Assessor and a CIH to collect samples of suspect asbestos-containing materials and collected samples of painted materials for lead paint and chromium. Following the completion of the field work, a survey report was generated detailing the findings and further recommendations.

BRE Space Center – Etiwanda Avenue, Jurupa Valley, California
Danish managed the pre-demolition asbestos and lead survey of site and abatement oversight services. The site consisted of nine (9) warehouse buildings that totaled over 1.5 million square feet. Terracon's scope of services included collecting building materials for asbestos and lead analysis prior to the planned demolition of the buildings, development of asbestos and lead specifications, and abatement monitoring and oversight. Total fees were over $250,000.

Mt. Vernon Bridge Asbestos and Lead Consulting Services – San Bernardino, CA
Terracon was part of the design-build project team for the Mt. Vernon Bridge Demolition and Construction in San Bernardino, CA. Danish managed the hazardous materials consulting on the project for Terracon. Danish and his team conducted a comprehensive survey that discovered a coating on the underside of the bridge. Terracon prepared asbestos abatement specifications and abatement oversight during the removal of this unique asbestos-containing material. Danish provided valuable insight to the design-build team and helped educate the team on the requirements and provided solutions to the difficult abatement project.

Lead Remediation and Clean-Up Services – Confidential Federal Client in San Diego, California, Total Project Fees: $450,000
Danish managed the entire lead soil remediation and surface cleaning efforts for the federally-owned gun firing range in San Diego, California. Remediation and cleanup efforts included the preparation of the health and safety plans, preparation of the remedial action work plan, managing the subcontractors, and preparation of the corrective measure completion plan. The site work included soil excavation along the perimeter of the property and surface cleaning of the entire paved/concrete areas and the entire roof. Following the cleanup and remediation, the Terracon team collected confirmation samples prior to the completion of the efforts.

NAWS China Lake Demolition Project– China Lake, California
Danish provided hazardous materials abatement monitoring and oversight for more than twenty (20+) structures at the Naval Air Weapons Station in China Lake, California. The scope of the project was to demolish buildings that were previously damaged and deemed unsafe following the Ridgecrest Earthquake of 2019. Danish was responsible for managing the daily monitoring for asbestos and lead paint abatement, attending client meetings and the preparation and timely submittal of the project closeout report. Project fees were in excess of $119K.

SB County Security Equipment Installation at 63 Sites – San Bernardino, Los Angeles, Inyo Counties in California, Clark County in Nevada and Yuma County in Arizona
As part of the on-call contract with the County of San Bernardino, Terracon provided an asbestos and lead survey at 63 different sites across various counties in California, Nevada and Arizona. The surveys were in remote sites with various safety considerations. Danish, with coordination from the client, determined the safety requirements and educated Terracon staff on how to perform he work safely. Danish provided a separate report for each of the sites. The project was completed on time and on budget to allow the client's design team to move forward with their infrastructure improvements.

On-Call Hazardous Materials Consulting Services – City of Santa Ana, CA
Point of contact and project manager for all of the City of Santa Ana's Hazardous Materials consulting services. Project sites have included single-family homes for right-of-way services, the Superior Court of Orange County and various other building throughout the City. Manages the fieldwork, the site inspectors and works with the City to develop scope of work for hazardous materials surveys, abatement specifications and project design to conform to local, state and federal regulations

Angeles National Forest Pre-Demolition Hazardous Materials Survey – 8 Locations, Los Angeles, California
The Angeles National Forest is demolishing eight different restrooms located throughout the Angeles National Forest. Danish managed the pre-demolition hazardous materials survey of these eight restroom locations. Terracon sampled for suspect asbestos-containing materials, lead-containing materials, and treated wood prior to disposal. Following the completion of the field work, a survey report was generated detailing the findings and further recommendations.

Veteran Affairs Hospital Pre-Renovation Asbestos Surveys – Long Beach, California
Managed the pre-renovation asbestos surveys of various buildings at the Veteran Affairs Hospital in Long Beach, California. The buildings included one large multi-story medical care building, three single-story office buildings a multi-story structure used as patient housing. Danish and his team collected over 200 asbestos bulk samples and provided a survey report prior to planned renovations. Sampling was conducted in a non-destructive manner to ensure minimal staff and patient disturbance.

Veteran Affairs Hospital Pre-Renovation Asbestos Surveys – Los Angeles, California
Danish managed the asbestos and lead surveys for four different structures within the VA campus located in West Los Angeles, California. The scope of the survey for each building included non-destructive sampling while the building is occupied and destructive sampling once the building has been vacated. The team collected over 900 samples throughout the course of the project. Danish managed a team of field industrial hygienists and ensured all materials to be disturbed by the proposed renovations/demolition were sampled with minimal disturbances to VA operations, staff, and hospital patients.

DECA Camp Pendleton Commissary Pre-Renovation Hazardous Materials Survey — San Onofre, CA
Danish managed the Pre-Renovation Hazardous Materials Survey of the DECA Camp Pendleton Commissary in San Onofre, CA prior to a planned renovation of the entire interior of the building. Terracon mobilized a team of State of California Certified Asbestos Consultants and California Department of Public Health Lead Inspector/Assessors to collect samples of all suspect asbestos and lead containing materials that were to be impacted by interior renovations. Following the completion of the field work, a survey report was generated detailing the findings and further recommendations.

Mark Korte, CAC, CMI

PROJECT MANAGER

Mark Korte is an Asbestos and Industrial Hygiene Project Manager for Terracon in the Southern California region. He has over seven years of experience providing environmental consulting services such as conducting various types of asbestos and lead surveys, providing daily abatement monitoring, mold and bacterial remediation testing and consulting.

Mr. Korte has also managed various types of projects including, but not limited to, large municipal abatement oversight, school district pre-renovation hazardous materials survey services, hospital remediation and renovations and has extensive experience working for all types of public entities.

EDUCATION
Bachelor of Science, Biotechnology, California State Polytechnic University, Pomona, California – 2008

REGISTRATIONS
Certified Asbestos Consultant (CAC) # 19-6503

California Department of Public Health (CDPH) Lead Inspector/Risk Assessor

CERTIFICATIONS
National Institute for Occupational Safety and Health (NIOSH) 582

American Council for Accredited Certification Council Certified Microbial Investigator (CMI)

EPA AHERA Asbestos Building Inspector, Asbestos Supervisor

IICRC, Water Restoration Technician

Ladder Safety and Confined Spaces Training

PROJECT EXPERIENCE

On-Call Hazardous Materials Consulting Services – City of Santa Ana, CA
Project Manager for various City of Santa Ana Pre-Demolition Asbestos and Lead Surveys as part of the Warner Avenue street widening project. Prepared proposals for the review of the City and coordinated all field work and personnel. Upon completion of sampling and laboratory analysis, survey reports are provided to City to ensure SCAQMD compliance.

On-Call Environmental Consulting Services – San Bernardino County, CA
Project Manager for various San Bernardino County Asbestos and Lead Surveys. Mr. Korte was responsible for preparing proposals, coordination efforts, and any and all field work and personnel. Upon completion of sampling and laboratory analysis, survey reports are provided to County.

Wrightwood Public Library – Wrightwood, County of San Bernardino, CA
Project Manager for the Wrightwood Public Library restroom remodel project. The project scope was to provide hazardous materials sampling prior to a full remodel of the public restroom within the library. Sampling was coordinated to be conducted after hours to ensure that employees of the library and the public were not affected by the sampling procedures. After completion of sampling and receiving results, provided daily abatement monitoring to ensure all hazardous materials are properly abated.

San Bernardino Valley Municipal Water District - Tate Pump Station Roof Rehabilitation, Mentone, CA
Senior field inspector and project manager for a pre-demolition asbestos and lead survey of the San Bernardino Valley Municipal Water District Tate Pump Station. The project was conducted for the City of San Bernardino and was conducted prior to the planned demolition of the structure.

New Student Housing Project - California State University, San Bernardino, California
Senior field project monitor for this project. Role included daily abatement monitoring of asbestos cement pipe and other building renovations. Ensured that the abatement contractor followed the South Coast Air Quality Management District (SCAQMD) Procedure 5 plan. Provided daily progress reports to the client and to all personnel involved.

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.

CONSULTANT PANELS FOR REAL PROPERTY SERVICES FOR VARIOUS CITY PROJECTS (RFP No. 2291)

Environmental Services

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., a Virginia corporation authorized to do business in California ("Consultant").

RECITALS

A. The City requires the services of a consultant that is experienced in providing Environmental Services.

B. The City issued a Request for Proposals for purposes of establishing a panel of consultants experienced in providing consulting services in each of the following six categories: (1) Appraisal Services; (2) Acquisition Services; (3) Relocation Services; (4) Property Management Services – Interim and Full Scope; (5) Environmental Site Assessments – Phase 1, Phase 2, Asbestos, and Lead-Based Paint Surveys; and (6) Security Guard Services.

C. Consultant has the necessary experience in providing Environmental Services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services in said category.

E. The City may retain Consultant for various projects pursuant to this Agreement.

F. The total Contract Price, as defined herein, for all work assigned to Consultant shall be aggregated.

AGREEMENT

1. **Scope of Services.**

1.1 The City hereby retains Consultant to perform, and Consultant agrees to render, professional services for various City projects ("Assigned Project") as those services are more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference.

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City ("Project Narrative"). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit "B" and incorporated herein by reference, or by Consultant's acceptance of the terms and conditions of the City's Purchase Order.

2. **Term.** This Agreement shall begin on the Effective Date and shall expire five (5) years thereafter ("Expiration Date") or the required date for completion of an Assigned Project, provided a project was assigned prior to the Expiration Date. If the maximum cumulative payment obligation is not reached, the City may, at its option, extend the term for one (1) additional three (3) year terms, not to exceed eight (8) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the entire contract term, including any future extensions.

3. **Compensation/Payment.**

3.1 **Contract Price.** The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Two Hundred Fifty Thousand Dollars ($250,000.00) over the term of this Agreement.

3.2 Consultant shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "A" and set forth in the Supplemental Agreement or Purchase Order issued by the City. There will be no reimbursement for out-of-pocket expenses including but not limited to travel and lodging, local travel/mileage, photocopying, first class U.S. postage, telephone, facsimile, and mobile/telephone communication charges. With prior written approval, City may choose to approve reimbursement for overnight courier charges, certified return/receipt mail charges, and specialty reproduction charges at cost plus ten percent (10%) for administrative, coordination and handling time.

3.3 Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed.

The invoices shall be delivered to the City at the address set forth in Section 4 hereof. For each Assigned Project, Consultant agrees that each assignment will be on a fixed fee basis, as mutually agreed to in writing by both City and Consultant prior to engagement of any assignment.

3.4 In the event Consultant fails, due to its own negligence, to submit any required report to City by the due date set forth in the Project Narrative, the fee to be received by Consultant may be reduced by ten percent (10%) each three (3) business day period that the report is late.

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	To Consultant
Community & Economic Development/RPS City of Riverside Attn: Department Director 3900 Main Street Riverside, CA 92522	Stearns, Conrad and Schmidt Attn: Justin Rauzon 3900 Kilroy Airport Way, Suite 100 Long Beach, CA 90806

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 Department Director to administer this Agreement on behalf of the 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 designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to the City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, the City shall be entitled to terminate this Agreement.

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 Department Director and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City's 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 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. 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 the City. Consultant will reimburse Client 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 Contract, 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 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 Contract 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 the 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 the 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 the City's execution of this Agreement, Consultant shall file with the 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 the City. Any certificate filed with the City shall provide that the 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 the 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 the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and their 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 their 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.

12.4 **Errors and Omissions Insurance**. Prior to the 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 the City's request, Consultant shall provide the 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**. The City reserves the right to employ other Consultants in connection with the Assigned 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 the 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 the 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 the City's name or insignia, photographs of the Assigned Project, or any publicity pertaining to the Services or the Assigned Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or terminating of this Agreement.

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 the City upon the City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by the City without prior express written approval of the City. This provision shall survive the expiration or terminating of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for the 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 the City, and agrees to provide all assistance reasonably requested by the City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at the 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. This provision shall survive the expiration or terminating of this Agreement.

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 Assigned 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, the 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.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded the 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 the City.

25. **Termination**. The 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, the City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to the City.

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

25.2 The 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 The City decides to abandon or postpone an Assigned 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, the City reserve the right to withhold and offset said amounts from payments or refunds or reimbursements owed by the City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by the City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, the 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 the 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 in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or 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**. The 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. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

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

Exhibit "A" - Scope of Services
Exhibit "B" - Supplemental Agreement
Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: Susan Wilson
Assistant City Attorney

Certified as to availability of funds:

By: _____
Asst Chief Financial Officer

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., a Virginia corporation authorized to do business in California

By: Ashley P. Hutchens
Ashley P. Hutchens
[Printed Name]

Vice President
[Title]

and

By: Jane E. Webb
Jane E. Webb
[Printed Name]

Assistant Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

B. STATEMENT OF UNDERSTANDING AND APPROACH

This proposal provides SCS's capabilities with the Environmental Site Assessment panel of services as requested in the RFP, which consists of the following three categories of services:

- Phase I Environmental Site Assessments (ESAs)
- Phase II Environmental Site Assessments/Investigations
- Asbestos and Lead-Based Paint (LBP) Surveys

SCS has in-depth expertise in all three categories, as highlighted below. Sample (redacted) Phase I, Phase II, and asbestos and LBP reports are provided in **Appendix A.**

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

SCS has completed thousands of Phase I ESAs, each with a goal of identifying Recognized Environmental Conditions (RECs) and, therefore, better understanding potential environmental challenges and liabilities at a site. The Phase I ESA scope of work is generally in accordance with ASTM (formerly American Society for Testing and Materials) standard 1527-21 and 40 CFR 312, the applicable standards for All Appropriate Inquiry (AAI). We are thoroughly familiar with the statutory requirements associated with Phase I ESAs and have developed a systematic approach that results in consistently high-quality research and reporting to inform relevant parties and protect them from unexpected risk.

SCS conducts thorough historical reviews when performing comprehensive ESAs.

Based on more than 50 years of experience, our approach to performing Phase I ESAs is guided by three overriding principals:

1. Health and safety is always the highest priority.
2. Each site is unique.
3. Combining our expertise and our client's, and working together, produces better information, better decision-making, and better outcomes every time.

The Phase I ESA reporting process commonly includes:

- Interviews with past and/or present owners, operators, and/or occupants.
- Reviews of government records and environmental databases for known and potentially contaminated sites within a given radius around the subject property.
- Visual inspection of the site and adjoining sites. Photographs of the site are taken and included in the final report to document site conditions.
- Review of historical records (aerial photographs, building department records, topographic maps, city directories, fire insurance maps, etc.).
- Review of past environmental reports.
- Report preparation.

Site reconnaissance entails examination of the property and adjoining parcels for indications of hazardous substances that could be a potential source of environmental liability. Visual inspection, review of on-site records, and interviews with current and former employees, tenants, and site or adjacent parcel owners are used to develop both current and historical information regarding property use.

SCS project teams examine regulatory records and historical information for the parcels and adjacent properties. The US Environmental Protection Agency (US EPA), state EPAs, and other local agencies typically maintain records of impacted or potentially impacted sites. Other information sources are reviewed as necessary, including air quality and wastewater permit files and city and county fire department inspection reports.

We respond to the varied needs and requirements of our clients – frequently law firms, lending institutions, redevelopment agencies, developers, and property owners – by providing cost-effective, reasoned solutions to difficult and challenging environmental issues.

Our well-trained and highly experienced team of professionals includes environmental, civil, mechanical, electrical, chemical, and geotechnical engineers; geologists and hydrogeologists; chemists, soil scientists, biologists, and environmental scientists; and technicians certified in a number of specific disciplines, such as asbestos investigations, abatement oversight, lead-based paint abatement oversight, air quality, industrial hygiene, and workplace safety. Many of our professionals have interdisciplinary backgrounds, and multidisciplinary training and experience.

We have found that when working with private property owners/tenants it is helpful to employ a "gentle touch" during site reconnaissance and interviews (in multiple languages, if necessary), and be as open as contractual limitations allow when informing owners/tenants about the purpose of our site visit. The investment of a relatively small amount of additional owner/tenant-focused time up front helps build cooperative relationships and, ultimately, a more cost-effective assessment process.

PHASE I ESA REPORT

SCS will prepare a written Phase I ESA report to document our findings and explain the development of conclusions and recommendations relating to potential environmental liabilities. **A site location map, site vicinity map, and site plan showing the subject property and locations of identified RECs are provided.** Photographs and copies of appropriate regulatory and historical documents are appended. A Phase II investigation may be recommended if RECs (as defined by the ASTM standard) are identified at the subject site. Current and/or proposed future uses of a site (e.g., residential use, childcare facilities, etc.) are important considerations when developing recommendations for our

clients. We know how to explain the environmental issues and risks in a way that is transparent, easy-to-understand, accurate, and balanced.

Timeframe

Phase I ESAs are typically completed in approximately **10 to 15 days,** following notification to proceed, **and often within 7 to 10 days.**

PHASE II ENVIRONMENTAL SITE ASSESSMENTS/INVESTIGATIONS

SCS has completed thousands of Phase II Environmental Site Assessments (also referred to as Site Investigations) in California.

Phase II investigations may be performed to rule in or out the presence of contaminants of concern and then develop a site conceptual model useful in evaluating potential remedial actions (and potential costs, if necessary). Since a Phase II investigation is designed to assess areas of concern identified in a Phase I ESA, the Phase II scope of work is necessarily tailored and unique. The full characterization of a site can be an iterative process.

In a typical case, a limited number of samples are collected from areas of concern based on the conceptual model and data quality objectives. If analytical results for these samples indicate that contamination is present, a more comprehensive sampling effort may be recommended to determine the extent of the impacted area and affected media (soil, soil vapor, and/or groundwater). Once the extent of a chemical release has been properly characterized using this cost-effective phased approach, the data can be used to evaluate remedial alternatives and estimate site cleanup costs. SCS consults with clients and, where appropriate, our clients' legal counsel to determine when regulatory agency involvement is warranted and/or recommended. Regulatory agency involvement is required for redevelopment projects conducted under the Polanco Act.

Work plans, quality assurance plans, and health and safety plans are developed in advance to ensure that sample collection and analysis are performed in accordance with standard methods approved by regulatory officials, and that proper permits have been obtained. The level of planning depends on the data quality objectives, anticipated chemicals of concern, complexity of the investigation, and regulatory agency requirements. We are well acquainted with the procedures and resources available for completing such projects in a timely and efficient manner. Moreover, **we are intimately familiar with regulatory programs and accepted guidelines for conducting site investigations in Riverside and throughout California (and the country).**

SCS has collected surface water, groundwater, soil, soil vapor, sludge, paint, building materials, and/or air samples for thousands of projects and for a wide variety of clients. We have evaluated available information, such as previous investigation or Phase I ESA reports, and utilized our experience to identify possible contaminants of concern and media that may be affected. Those parameters determine the type of investigation that is necessary and the investigation methods that are appropriate (e.g., hollow-stem auger drilling versus direct push, bulk soil sampling versus soil vapor, temporary versus permanent wells). Other factors that are key to developing an effective investigation approach include area access; overhead clearance; locations of utilities and other possible subsurface obstructions; traffic control; and health and safety considerations, including establishment of work and exclusion zones.

Phase II Report

At the end of a site investigation, a report is submitted, outlining the procedures used during the field investigation and the type and extent of contamination encountered, if any. The site investigation report includes background discussion concerning site characteristics, sampling approach rationale, field activities, boring/sample logs, our sampling protocol, results analysis, and conclusions regarding the extent of contamination. In some cases, this report would include recommendations for corrective actions.

Timeframe

Phase II investigations are typically completed in **3 to 5 weeks**, depending on the scope of work and lead time for investigation equipment.

Remedial Investigations/Feasibility Studies (RI/FS)

SCS also conducts remedial investigations to verify the presence of chemical contaminants, and to define the concentration and extent of these substances at sites undergoing evaluation and cleanup under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or similar state programs.

Feasibility studies are conducted to develop and evaluate remediation alternatives. The feasibility study process can be divided into steps that include establishment of remedial action objectives, development of remediation alternatives, screening of alternatives, and detailed analysis of alternatives. Analysis of alternatives involves assessment of the alternatives' effectiveness, implementation, cost, and other factors. The end result of this process is a comparative evaluation of scenarios that is expected to result in a clear choice of cleanup method.

SCS has conducted remedial investigations and feasibility studies at a wide range of locations. A few examples in California are the former Kaiser Ventures facility near Fontana, a pesticide-contaminated airstrip in the Coachella Valley, a chemical blending/packaging facility in Santa Fe Springs, multiple former refinery sites, and many smaller sites contaminated with volatile organic compounds (VOCs), petroleum hydrocarbons, heavy metals, etc. SCS has also conducted similar investigations and studies under the Resource Conservation and Recovery Act (RCRA), including the

Marquardt site, where SCS assisted in the closure of inactive portions of this 56-acre former aerospace manufacturing facility.

ASBESTOS, LEAD-BASED PAINT, AND MOLD/INDOOR AIR QUALITY SURVEYS.

Asbestos

Asbestos-containing materials (ACMs) were used for a wide variety of building components until the mid-1970s, when concern over airborne asbestos fibers and their health effects became widespread. Although the use of ACMs in buildings was restricted in the 1970s, ACMs have been identified in some buildings constructed in the 1980s.

Building demolition and asbestos work in San Diego

Inspection of structures for ACMs is frequently conducted as part of due diligence environmental assessments or in anticipation of demolition. Our asbestos management services team consists of Occupational Safety and Health Administration (OSHA) and Asbestos Hazard Emergency Response Act (AHERA) certified environmental specialists, supplemented by certified personnel in other offices across the country. Our asbestos personnel conduct inspections, develop remediation plans, oversee asbestos remediation activities, and prepare Operation and Maintenance (O&M) plans.

Normally, SCS services begin with a comprehensive inspection and sampling of suspected ACMs, followed by recommendations regarding appropriate management and abatement strategies. For larger structures or more complicated facilities, information obtained during the inspection is often supplemented through a review of available building plans and records. The survey is accomplished through a visual examination of the structure to determine if suspected ACMs are present. Representative samples of suspected ACMs are collected, locations documented, and quantity estimated. Samples collected during the inspection are submitted to an accredited laboratory for testing.

Asbestos Survey Report

SCS asbestos survey reports typically consists of a description of each type of suspected ACM identified, its condition (friable or non-friable), a summary of sample analytical results, and an estimation of the quantity of ACMs present at the project site.

Timeframe

ACM surveys, including final reports, are typically completed in **2 to 3 weeks.**

Lead-Based Paint

Lead was used as a component in architectural paints and coatings until it was banned from use in 1978. As a result, buildings constructed before 1978 may contain LBP, and older buildings are more likely to contain lead-based paint. LBP inspections are typically conducted in accordance with guidelines established by the Department of Housing and Urban Development (HUD) as supplemented by state (Title 17 or the California Code of Regulations Division 1, Chapter 8) and local guidance.

Lead paint surveys may include the collection of discrete paint chip samples or the use of portable X-ray Diffraction (XRF) meters to measure lead concentrations in the field. Wipe samples may also be collected, based on observations. The inspection may also include a Risk Assessment of the dwelling for the presence of lead-based paint materials, such as lead dusts and detached paint chips. Upon receipt of analytical data, SCS makes recommendations regarding appropriate management and/or abatement measures.

Lead-Based Paint Survey Report

LBP survey reports typically consist of a description of the building and general observations, a description of the sampled suspect LBP and lead-containing materials identified and their condition (good/intact or damaged/non-intact), sampling methodology, a summary of XRF or laboratory analytical results, an estimation of the quantity of LBP and lead-containing materials present, and a summary of findings with conclusions and recommendations for the handling of identified LBP and lead-containing materials (e.g., ceramic tile, ceramic toilets, etc.).

Timeframe

LBP surveys, including final reports, are typically completed in **2 to 3 weeks.**

MOLD AND INDOOR AIR QUALITY

SCS has helped building owners, facility engineers, property managers, and building tenants investigate and assess the causal factors contributing to mold and poor building indoor air quality (IAQ). Many of our mold/IAQ projects have diffused threatened lawsuits and minimized toxic tort risks to building owners. We also assist in mitigating the factors leading to mold and poor building IAQ, including developing engineering solutions, overseeing cleanup and reconstructive efforts, specifying low-VOC emitting materials, and implementing building bake-off to accelerate volatile chemical off-gassing.

SCS specializes in IAQ monitoring and mold investigation.

Moreover, we are sensitive to the costs associated with expensive analytical testing and only advocate such investigative tools when warranted or specifically requested.

Our mold/IAQ support services include:

- Supporting building owners and property managers/engineers responding to complaints of bad air, odors, or people getting sick, and mold issues to minimize risk, lawsuits, and toxic tort claims.
- Supporting building owners and property managers/engineers during reconstruction efforts and tenant improvement projects to ensure minimal IAQ impact to the building.
- Supporting building owners and property managers with tenant meetings to diffuse problems, communicate facts, and enhance damage control.
- Supporting insurance companies with claims associated with poor building air quality, lack of productivity, and/or personal injury/exposure damages.
- Supporting leases by conducting pre-lease audits of new or existing facilities, and reacting when IAQ complaints to building owners or property managers go unfixed and/or unrecognized.

Mold and Indoor Air Quality Survey Report

Mold and IAQ survey reports typically consist of a description of the building and general observations, a description of the water damaged and mold impacted materials identified and their condition, sampling methodology, a summary of laboratory analytical results, an estimation of the quantity of water damaged and mold impacted materials present, and a summary of findings with conclusions and recommendations for the handling of identified water damaged and mold impacted materials.

Timeframe

Mold and IAQ surveys, including final reports, are typically completed in **2 to 3 weeks.**

EXPERIENCE WITH ON-CALL CONTRACTS

SCS has entered into on-call contracts with government agencies in California for over four decades.

We take great care not to over-promise and under-deliver. Our excellent reputation in the environmental services consulting industry, strong relationships with myriad federal, state, and local regulatory agencies, **85% repeat-business rate with clients**, and numerous excellent client references evidence our commitment to this fundamental measurement of professionalism.

Because we have **over 390 well-trained and conscientious professional, technical, and administrative support staff in California,** based in 15 offices (including Rancho Cucamonga and our corporate headquarters in Long Beach), **responsiveness to work orders assigned to SCS will not be an issue.**

EXHIBIT "B"

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

[CONSULTANT]

[PROJECT]

The Project Narrative for _____ Services ("Assigned Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Real Property Services for Various City Projects by and between the City and Consultant dated _____ ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Project Narrative for a fee in an amount not to exceed $_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attested to:

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

Certified as to availability of funds:

By: _____
Chief Financial Officer

[CONSULTANT]

By: _____

_____
[Printed Name]

_____
[Title]

and

By: _____

_____
[Printed Name]

_____
[Title]

EXHIBIT "A"

PROJECT NARRATIVE

EXHIBIT "B"

CONSULTANT'S PROPOSAL

EXHIBIT "C"

KEY PERSONNEL

Table 1. Project Team Information

Name, Contact Info.	Role on Project, Expertise
 Justin Rauzon, REPA **Senior Project Manage** 562-637-4530 direct 562-533-4337 mobile jrauzon@scsengineers.com **Registered Environmental Property Assessor**	**Project Manger** **Justin has 19 years of experience in environmental services consulting — all with SCS.** Justin will manage the scheduling and completion of all Phase I ESAs assigned to SCS and serve as the primary point of contact for the City. Fluent in Spanish, Justin is an SCS Sr. Project Professional with a diverse background in biological and environmental sciences. Since 2021, Justin has served as co-leader of SCS' national environmental due diligence practice. In addition to Phase I ESA due diligence expertise, he has technical and management experience with soil, soil vapor, and groundwater investigations at industrial, commercial, landfill, greenfield, and residential properties. He has experience managing U.S. EPA Brownfield assessment grants for Southern California cities. He has extensive experience with environmental laws and regulations in both the U.S. and Mexico. His work experience includes all project phases, from development of cost estimates for various site assessment and cleanup programs to implementing remediation programs and interfacing with regulatory agencies.
 Eric Williams **Project Director** 562-637-4530 direct ewilliams@scsengineers.com	**Reviewing Principal** Eric leads SCS's Brownfield Program in the western/southwestern U.S. With 40 years of experience in the environmental/Brownfields industry, he is a nationally-recognized expert in the redevelopment of environmentally-challenged real estate. His career has included working on Brownfield projects for large environmental consulting firms, growing a specialty lender to the Brownfield industry, and owning Brownfield redevelopment companies. His expertise spans the three major pillars of Brownfield site redevelopment: Environmental – cleanup and regulatory closure of environmentally-challenged properties for development and implementation of comprehensive liability management programs; Real Estate – horizontal development of Brownfield sites by re-positioning properties through managing best and highest use market analyses, creating land plans and development visioning documents, re-zoning and annexing real estate, platting, grading, and infrastructure planning/installation; and Finance – private and public financing vehicles including debt and equity, tax increment financing, historical insurance policies, grants and loans, and utility districts.

Name, Contact Info.	Role on Project, Expertise

Sandra Ripplinger
Health & Safety Director

702-6451521
sripplinger@scsengineers.com

Licensed Asbestos Consultant

Licensed Lead-Based Paint Risk Assessor

Certified Industrial Hygienist

Certified Safety Professional

Health & Safety Officer

Sandra is a Board-Certified Industrial Hygienist (CIH) and Safety Professional (CSP) with experience providing occupational and environmental health and safety services. She is the Corporate Health and Safety Director and Project Director within the SCS Environmental Health Services Division. Sandra's experience includes providing industrial hygiene expertise for facility health and safety audits; processing safety management audits; providing training and environmental evaluations involving mold, indoor air quality, asbestos, lead-based paint, lead worker exposure, OSHA worker exposure, and ionizing; non-ionizing radiation surveys and exposure issues; and hazardous waste drum sampling for unknowns.

Julio Nuno, REPA, CESCO
Senior Vice President

562-637-4524 direct
jnuno@scsengineers.com

Registered Environmental Property Assessor

Certified Environmental and Safety Compliance Officer

Regulatory Liaison

Julio has more than 40 years of experience in environmental services consulting – all with SCS.

Julio has managed SCS's environmental services practice across the Southwestern U.S. He has extensive expertise in property evaluation and due diligence; site assessment, investigation, and remediation; underground storage tank (UST) assessment, upgrading, removal, and leakage cleanup; and hazardous waste management.

He has directed SCS's contributions to a number of major projects, including construction of the Staples Center and the Phoenix Award-winning Chesterfield Square project, both in Los Angeles, CA.

Ashley Hutchens, REPA, CESCO
Vice President, Project Director

562-637-4502 direct
ahutchens@scsengineers.com

Registered Environmental Property Assessor

Certified Environmental and Safety Compliance Officer

Regulatory Liaison/Phase I ESA

Ashley leads SCS' environmental services practice for the Los Angeles, Inland Empire, and Las Vegas regions. She has participated in hundreds of California site assessment projects related to the investigation and remediation of hazardous chemicals in soils and groundwater. She has a diverse background in environmental sciences, including technical skills related to the collection of soil samples, knowledge of soil classifications and properties, and data collection, analysis, and interpretation. Her experience encompasses all aspects of ESA assessments, including the development of cost estimates for various site assessment and cleanup programs, groundwater monitoring and sampling, interfacing with regulatory agencies, managing SCS staff, subcontractors, and vendors, and preparing final reports.

Cristobal Ramirez, CAC
Senior Project Manager

858-583-7740
cramirez@scsengineers.com

Asbestos & Lead-Based Paint

Cristobal is an environmental professional with 20 years of experience in the United States, Canada, and Mexico. As a bilingual speaker in Spanish and English, he has provided environmental services for clients in the United States and Mexico. He is an expert in performing ESAs according to U.S. EPA 40 CFR, Part 312, Standards and Practices for All Appropriate Inquiry (AAI); and Final Rule and American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments. Cristobal has developed a systematic approach that results in consistently high-quality information for protecting relevant parties from unexpected risk.

In addition to ESA services, he has completed subsurface investigations, health and safety plans, community health and safety plans, geophysical surveys, soil vapor surveys, health risk assessments, remediation conceptual cost estimates, property mitigation plans, and soil reuse plans.

Fabian Saldivar, CAC, LI-RA
Project Professional

858-583-7739
fsaldivar@scsengineers.com

Asbestos & Lead-Based Paint

In the role of project, Fabian provides expertise on environmental projects, including asbestos and lead inspections and oversight, soil sampling and remediation oversight, Phase I and II Environmental Site Assessments (ESAs), and landfill gas CQA work. His project experience includes working as an environmental scientist to complete asbestos, lead, bacteria, and moisture assessments for single-family residences and commercial properties. He has performed indoor air quality (IAQ), water monitoring, and laboratory analyses for numerous clients, and has worked on projects related to soil compaction, soil sampling, concrete slump, percolation testing, and asphalt testing for land development. He is a fluent speaker of English, Spanish, and French.

Tyler Watkins
Senior Project Professional

562-637-4472
twatkins@scsengineers.com

Phase I ESA/Phase II ESA

Tyler is a Project Professional with 8 years of experience in environmental assessment, compliance, and remediation. She is responsible for Phase I and II ESAs, multimedia sampling and reporting (soil, groundwater, surface water, sediment, soil vapor, air), as well as compliance monitoring, permitting, document preparation, and proposals. She works directly with our local clients and regulatory agencies, ensuring timeliness of reports and compliance.

She has conducted site investigations related to federal and state hazardous waste; produced reports for review by oversight agencies such as the Regional Water Quality Control Board (RWQCB), CalTrans, and California Department of Toxic Substances Control (DTSC). She also has expertise in soil vapor well installation and monitoring.

Allison A. O'Neal
Project Professional

858-583-7763
aoneal@scsengineers.com

Phase I ESA

Allison is an SCS Project Professional with 4 years of specialized experience in site assessment, subsurface investigation, and due diligence reporting. She is responsible for performing site reconnaissance, reviewing regulatory agency records and historical documents, interpreting evidence related to historical land use, monitoring soil management, collecting data (soil, groundwater, soil vapor sampling, etc.), and generating maps for soil boring/well logs, groundwater gradients, and hydrocarbon iso-concentrations. She also oversees drilling and groundwater monitoring well installations, writes reports for Phase I and II ESAs, and ensures that groundwater monitoring reports meet regulatory agency standards.

Maddie Peterson
Associate Professional

562-637-0849
mpeterson@scsengineers.com

Phase I ESA

Maddie is an Associate Professional who has participated in Phase I and II site investigations, sampling and monitoring at landfills, methane assessments, geophysical surveys and monitoring well installations, and pesticide and heavy metal evaluations. She has a background in environmental law and policy and sustainability.

Jay Sturim
Associate Professional

jsturim@scsengineers.com

Phase I ESA

Jay is an Associate Professional who performs Phase I ESAs and Phase II site investigations, sampling and monitoring at landfills, methane assessments, geophysical surveys, and monitoring well installations. Jay has a background in environmental and earth sciences. As an undergraduate, they assisted research in freshwater ecosystems at the Trout Lake research station with the University of Wisconsin.

Raymond Hashimoto
Staff Professional

562-637-4499
rhashimoto@scsengineers.com

Phase I ESA

Raymond has 3 years of professional experience in environmental consulting. This includes work as a Project Manager and Field Technician and involved preparation of environmental site assessment (ESA) reports and Phase1 and II soil, soil vapor, and indoor air sampling. He has a fundamental knowledge of ecology, soil science, watershed management, hydrology, and environmental law and compliance.

Jeff Sieg, PG
Senior Project Manager

562-637-4542
jsieg@scsengineers.com

Professional Geologist

Phase II ESA

Jeffrey (Jeff) Sieg is a California Professional Geologist (PG) with 18 years of experience, all with SCS. This includes ESAs of properties prior to real estate transfer, site investigation activities involving work plan preparation, soil gas surveys, installation of soil borings and subsequent sampling, groundwater well installation and sampling, precision mapping of sites, and evaluation of applicable remedial alternatives. He participates in investigations of hazardous chemicals in soil, soil vapor, surface water, and groundwater. Jeff has experience with, and practical knowledge of, various remedial action alternatives, such as soil vapor extraction (SVE) systems, soil excavation, in situ chemical oxidation, and groundwater remediation, as well as evaluation of contaminants in surface water and groundwater in accordance with regulatory requirements or generally accepted guidelines.

Kenneth Lister, PhD, PG, CEG CHG
Senior Project Advisor

562-637-4511
klier@scsengineers.com

Professional Geologist

Certified Engineering Geologist

Certified Hydrogeologist

Phase II ESA

Kenneth (Ken) has over 48 years of experience in geology and hydrogeology and has worked for SCS for the past 36 years.

Ken will provide senior oversight of complex Phase II investigations assigned to SCS.

Ken has in-depth experience and expertise in groundwater investigations at active and inactive industrial facilities; active, inactive, and planned solid waste disposal sites; and state and federal Superfund sites. He also has significant experience and expertise in remedial investigations and feasibility studies, alternatives studies, permitting and closure design under the Resource Conservation and Recovery Act (RCRA), treatment system design, well drilling and installation, contaminated surface and groundwater sampling and analysis, interpretation of data, reporting, and interaction with myriad regulatory agencies in California and many other states.

Keith Etchells, PG, CHg
Senior Project Manager

858-583-7746
ketchells@scsengineers.com

Professional Geologist

Certified Hydrogeologist

Phase II ESA

Keith is a professional geologist and hydrogeologist with 23 years of experience assisting clients in managing environmental risks associated with ownership, transfer, or operation of commercial, industrial, and waste disposal properties. His particular technical expertise involves aspects of groundwater science and engineering relevant to contaminated sites and landfills, including supervision and conduct of subsurface data acquisition, remedial design and implementation, conceptual site model development, aquifer testing, extraction well design, groundwater quality evaluation and treatment, vapor intrusion health risk assessment and mitigation, predictive modeling, and contaminated soil and groundwater remediation design.

He has experience with several environmental regulatory entities, including the California State Water Quality Control Board (SWQCB), including Colorado River Basin Region/Los Angeles/Santa Ana/San Diego/Lahontan Regional Water Quality Control Boards (RWQCBs), and the Department of Toxic Substances Control (DTSC).

Chad Jenkins, EIT
Project Manager

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Engineer in Training (EIT)

Certified Environmental Manager

Phase II ESA

Chad is an environmental engineer (EIT) and Certified Environmental Manager (CEM) with more than 16 years of experience in providing consulting services, managing environmental liabilities, and maintaining regulatory compliance for clients. He specializes in the investigation and remediation of soil, soil vapor, and groundwater contamination, and is experienced with the management of project portfolios in various manufacturing and oil/gas sectors.

On remediation projects, he has implemented technologies that include soil vapor extraction (SVE), groundwater extraction (GWE), air-sparging, dual-phase extraction (DPE), vacuum- enhanced extraction, in-situ chemical oxidation (ISCO), In-situ chemical reduction (ISCR), oxygen releasing compounds (ORC), soil mixing and stabilization, enhanced bioremediation, injection of colloidal carbon amendments, electrical resistance heating (ERH), large-diameter auger excavations, and over-excavation.

Eli Ortenberg, LIA
Senior Project Professional

562-637-4528
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Phase II ESA/Asbestos & Lead-Based Paint

Eli has been engaged in the environmental sector since 2006 with experience in environmental due diligence, subsurface investigation, and remediation industry. He has provided due diligence services for local, statewide, and nationwide lending institutions, private developers, and public agencies. Eli has worked directly with clients and regulatory bodies to investigate historical and current site use and help clients achieve compliance with federal regulations for residential and commercial properties. Properties include commercial, industrial and multi-family residential developments. He has served as lead field manager for numerous long-term projects, managing, assessing, and remediating various environmental issues including abandoned oil lines, hazardous materials storage and disposal, asbestos-containing pipes, and petroleum- and metals-impacted soils.

Jose Cervantes
Staff Professional

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jcervantes@scsengineers.com

Phase II ESA

Eli has 5 years of environmental experience with Phase I, Phase II, and Asbestos & Lead-Based Paint. He has assisted in Phase I and Phase II reporting for subsurface drilling, Indoor and outdoor air, ground-water and surface-water sampling. Acquired legal permits from designated cities for work clearance. Managed surveying, utility locating, and drilling subcontractors.

Tom Birren, PhD, GIT

Staff Professional

562-637-4492
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Phase II ESA

Thomas (Tom) has prepared compliance monitoring reports, proposals, and other as-needed required documentation. As a supervisor of groundwater monitoring, Tom is involved in small to mid-scale projects, which include coordination efforts with clients, field technicians, and subcontractors.

As a geologist, he served as a geologic mapper, core logger, and soil sampler. He is proficient in programs such as AutoCAD, ArcGIS, MATLAB, and Microsoft Suite.

An Organization Chart is provided below in **Figure 1.**