

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CHEN RYAN ASSOCIATES, INC., dba CR ASSOCIATES

South Main Street Complete Street Project (RFP No. 2429)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CHEN RYAN ASSOCIATES, INC., a California corporation, doing business as CR ASSOCIATES ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with South Main Street Complete Street Project (RFP No. 2429) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years from the Effective Date, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Eight Hundred Sixty-Eight Thousand Seven Hundred Thirty-Two Dollars (\$868,732.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Public Works Department
City of Riverside
Attn: Ed Lara
3900 Main Street
Riverside, CA 92522

To Consultant

Chen Ryan Associates, Inc.,
dba CR Associates
Attn: Aryo Rad
714 W. Olympic Boulevard, Suite 609
Los Angeles, CA 90015

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

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

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

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

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

11. Indemnification.

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

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

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

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

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

11.4 Defense Obligation For Other Than Design Professional Liability.

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

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

12. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

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

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

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

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

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

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

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

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

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

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

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

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

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

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

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

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

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

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

33. **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.

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

34.1 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.

34.2 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.

34.3 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.

35. Consultant agrees to comply with all requirements set forth in the Addendum, attached hereto as Exhibit “D” and incorporated herein by this reference (the “Addendum”). In the event of a conflict between the Addendum and this Agreement, including all exhibits to this Agreement, the terms contained in the Addendum shall control.

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

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

Exhibit “D” - Addendum

[SIGNATURES ON THE 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

CHEN RYAN ASSOCIATES, INC.,
a California corporation, doing business as
CR ASSOCIATES

By: _____
City Manager

By: Phuong Nguyen
Print Name: Phuong Nguyen
Title: Vice President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Ross Duenas
Ross Duenas (Oct 14, 2025 15:11:21 PDT)
Print Name: Ross Duenas
Title: Treasurer
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

By: [Signature]
Chief Financial Officer

Approved as to Form:

By: [Signature]
Deputy City Attorney

EXHIBIT “A”
SCOPE OF SERVICES



City of Riverside

South Main Street Complete Street

Scope of Services

The tasks below are intended to supplement the scope of services outlined in the RFP, and to indicate the design phases, our assumptions, and deliverables to be completed. Design documents will be prepared in accordance with the City's standard format. We have assumed 14 months for the design duration.

Project Management, Permitting, Coordination and Meetings

The Consultant will provide project management for the duration of the project, including attending kickoff and PDT meetings, coordinating with subconsultants and stakeholders, preparing meeting agendas and minutes, and submitting monthly progress reports. We assume that we will attend the following meetings:

- Kickoff meeting
- Up to 12 monthly PDT meetings
- Up to 5 stakeholder meetings
- Up to 3 design-focused workshops
- ~~Up to 2 field visits with city staff for the 35% and 60% submittals~~

The Consultant will prepare a Target Schedule in Gantt Chart format, outlining primary tasks, review periods, and processing timelines. The Consultant will update the project schedule monthly, showing actual progress versus the target, and submit it to the City. The Consultant will prepare and submit a Caltrans Encroachment Permit application to Caltrans District 8 for approval. Additionally, the Consultant will coordinate the design of proposed improvements within Caltrans right-of-way, for integration with existing infrastructure at SR-60 interchange.

Deliverables: Meeting agendas, meeting minutes, action items, monthly progress reports, invoicing, draft target schedule, monthly schedule update, Encroachment Permit

SS4A Grant Project/Program Management, Project Approval and Environmental Document Phase (PA&ED)

Task 1: Record Research and Utility Coordination



The Consultant will obtain available record drawings and data such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent to or affecting the project site and utility atlases. The Consultant will prepare a utility agency tracking list encompassing contact list for substructure and utility owner-operators. As part of this task, we will coordinate with utility agencies for the point of connection for landscape irrigation system. We will assist the City with utility notification letters consisting of the following: Utility Information Request, Prepare to Relocate Notice/ Final Utility Notice Form and Notice to Relocate. Utility agency's fees are excluded from this task.

Deliverables: Utility agency tracking list, utility notification letters

Task 2: Feasibility Analysis and Concept Development

CRA will assess the feasibility of the proposed improvements based on the City's Northside Neighborhood Pellisier Ranch Specific Plan, Active Transportation Plan, and Complete Streets Ordinance. CRA will develop up to three (3) Initial Corridor Concept Plan Alternatives for presentation to the community and stakeholders. Each alternative will include a plan view and two (2) associated mid-block typical sections. Additionally, the CRA team will prepare a preliminary landscape plant palette.

The Initial Corridor Concept Plan Alternatives, Preliminary Landscape Concept Plans, and preliminary plant palettes will be presented at the first community outreach event to gather feedback. Following this outreach, CRA will refine the top-rated corridor concept plan alternatives, preliminary landscape concept plans, and preliminary plant palette for submittal to the City. These deliverables will then be further refined for presentation to the City Council for final selection. Feedback received from the City Council will be incorporated into the preliminary design.

Deliverables: Corridor Concept Plan Alternatives, Preliminary Landscape Concept Plans, preliminary plant palettes

Task 3: Community Outreach

Public Engagement Plan: The CRA team will develop a Public Engagement Plan (PEP) to identify and describe outreach notification tactics, essential collateral materials, engagement activities, and the timing and format. Additionally, a stakeholder database will be developed using the Riverside General Plan Update database, existing City contacts lists, and additional stakeholder analysis. The database will act as a centralized resource emphasizing businesses in the project area, commuter groups, local school contacts, residents, neighborhood groups, and ADA organizations, an efficient system for targeted outreach. As part of the PEP, we will identify



specific notification tactics and supporting collateral materials to effectively reach and engage stakeholders. The following targeted strategies will be implemented:

- Business canvassing and follow up phone calls.
- Direct mail to households and business within the project area.
- Eblasts and city newsletters to the project database contacts and City mailing lists.
- Explore riverside for project information in quarterly magazine
- Extended outreach toolkit
- Press releases to emphasize key updates.
- Public signage such as street banners, lawn signs, and posters
- Webpage content including general project overview, ways to engage, and downloadable resources. Content to live on City website.

To create project awareness City-branded outreach materials will be made available in digital and print format, where applicable. Public-facing outreach collateral will be translated into Spanish. Specific collateral pieces will be identified during the development of the Public Engagement Plan and may include:

- Factsheet
- FAQ
- Event flyers
- Street banners
- Posters
- Yard Signs
- Project business card
- Postcard mailer

Stakeholder Briefings. To support the management of the SS4A grant program, our team will organize and support in-person stakeholder briefings. The audience for these stakeholder briefings may include local businesses, Bryant and Fremont elementary staff and parents, neighborhood groups, active transportation groups and regional travelers, and equity and accessibility groups. We will implement phone outreach and digital communications to reach invited organizations. In addition to facilitating outreach communications, our team will plan meeting logistics including venues and setup, develop presentation slides related to outreach efforts, and will attend to manage logistics and take notes.

Community Workshops: Our recommended approach encompasses a combination of in-person and virtual meetings as well as digital and traditional analogue tools. For the second round of workshops, by utilizing more traditional tools like workshop boards and visual preference surveys to present potential design concepts, participants will have the opportunity to vote on



their preferred design concept. The third round will serve to report out the chosen design concept and gather final comments before advancing the design to City Council and the environmental review phase. Workshops will provide materials in English and Spanish and will have simultaneous interpretation in Spanish and American Sign Language (ASL).

Round 1	Round 2	Round 3
Workshop 1: Design Elements	Workshop 2: Design Concepts	Workshop 3: Chosen Design Report Out

City Council Meetings: The CRA team will develop outreach-related slides to be presented to City Council at key milestones.

Public Hearings: Our team will host a public hearing in a virtual format to increase opportunity for engagement. By hosting one hearing in the evening and another hearing on the weekend, the City will remove barriers to participation. We will lead outreach notification and will manage the virtual meeting logistics including zoom hosting, chat monitoring, and summary reporting.

Deliverables:

- Draft and final Public Engagement Plan, Stakeholder database
- Door-to-door business canvassing (up to 2 rounds – 1 day per round).
- Design and distribution of mailer to approximately 3,000 properties (up to 2 rounds).
- Copy for eblasts, newsletters, Explore Riverside, and press release (up to 3 rounds).
- Copy and graphics for extended outreach toolkit (up to 3 rounds).
- Copy and graphics for posting on City website (up to 2 rounds).
- Copy, design, and printing of up to 5 collateral pieces in printed and digital formats.
- Plan, notify, and attend workshops (up to 3: 2 in-person and 1 virtual).
- Lead the development and facilitation of engagement activities.
- Provide simultaneous interpretation in Spanish and ASL.
- Outreach-related presentation materials (up to 3 sets of slides).
- Host and manage virtual meeting logistics (up to 2)
- Meeting notes and summary reports (up to 2).

Assumptions:

- Engagement Plan will undergo one (1) round of City review and edits and one (1) final review
- Department of Marketing & Communication to develop and deploy social media content.
- City to post content to City webpage dedicated to Complete Street Project.



B. Project Approval and Environmental Document Phase (PA&ED)

This task will cover the items listed under Item B. Project Approval and Environmental Document Phase (PA&ED). Additionally, the Consultant will provide the following:

Task 4: Environmental Documentation

Task 4.1 Environmental Documentation and Permitting

Task 4.1.1 CEQA Initial Study/Mitigated Negative Declaration

TASK 4.1.1.1 DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The CRA team will prepare an IS/MND for the proposed project in accordance with CEQA and building from and incorporating the suite of technical analysis described below. It is understood that the City is the CEQA Lead Agency and based on the that understanding the scope of work assumes that review and comments on the Draft IS/MND will be provided exclusively from the City. This scope of work assumes a qualitative approach will be sufficient to meet City expectations, unless specified otherwise.

- **Kick-Off Meeting:** The CRA team will attend one (1) Project kick-off meeting with CRA and the City.
- **Project Description/Environmental Checklist:** With the information and documentation to be provided by CRA and the City, The CRA team will use the prepared Project Description (PD) for the proposed project, for use in the technical studies and IS/MND. This task includes preparation of supporting figures.
- **Mitigated Negative Declaration, Mitigation Measures, Mapping:** The CEQA document will be an Administrative Draft IS/MND including a notice of completion (NOC). Upon receipt of a consolidated set of electronic review comments The CRA team will revise and submit a Screencheck Draft IS/MND and MMRP, based on one (1) round of revisions on the Administrative Draft IS/MND and a final review of the Screencheck Draft IS/MND by CRA and City. The CRA team will then prepare a Public Draft IS/MND for a 30-day public review. Project improvements are proposed within the city owned right-of-way, and no potentially significant impacts related to agricultural and forestry resources, mineral resources, population and housing, land use and planning, public services, utilities/service systems, recreation, and/or wildfire are anticipated.

Deliverables (electronic submittals):



- Kick-off meeting agenda, sign-in sheet, and action items
- Administrative and Screencheck Draft IS/MND

Assumptions:

- Two concurrent rounds of review of the Administrative and Draft IS/MND by CRA and the City
- Separate analysis for noise, vibration, and aesthetics, including technical memorandum and reports will not be required for either the CEQA or NEPA based analysis requirements

TASK 4.1.1.2 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

- Mailing List, Notices, SCH Coordination. The CRA team will draft a direct mailing and newspaper legal notice and transmit notices along with electronic copies of the IS/MND to the State Clearinghouse consistent with the latest submittal guidance and procedures from OPR. The CRA team will also prepare the Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration. In support of the required CEQA processing requirements, The CRA team will take the necessary steps and include the respective costs for filing the public notices with the County Clerk and State Clearinghouse. Additionally, The CRA team will coordinate with the City regarding the distribution list developed in consultation with the City. This list may include all owners and occupants of properties within a defined boundary to the proposed project corridor, along with interested parties.
- Comment Coordination and Responses. The CRA team will manage comment responses and revisions into the Final Initial Study/MNDs. The CRA team assumes approximately 50 substantive comments will be received.

Deliverables (electronic submittals):

- Direct Mailing and Newspaper Notice, Notice of Intent, Draft IS/MND Distribution List
- Public Review Draft IS/MND

Assumptions:

- Approximately 350 recipients for the distribution of the Draft IS/MND
- Approximately 50 substantive comments would be received on the Draft IS/MND
- No Public Review Meeting will be held

TASK 4.1.1.3 FINAL MND



- Final MND and Mitigation Monitoring and Reporting Program (MMRP). An Administrative Draft of the Final IS/MND will be prepared for concurrent review by CRA and the City. The CRA team will revise the Final Screencheck IS/MND. The MMRP will be provided separately, but prepared concurrently with the Administrative Draft Final IS/MND. The MMRP will be in table format and will specify project-specific mitigation measures
- Final Noticing and Documentation. Once the Final IS/MND has been adopted, The CRA team will prepare the Notice of Determination (NOD) for filing.

Deliverables (electronic submittals):

- Administrative and Screencheck Draft Final IS/MND / Final IS/MND
- Mitigation Monitoring and Reporting Program / Notices of Determination

Assumptions:

- Two concurrent rounds of review of the Final IS/MND by CRA and the City

Task 4.1.2 Technical Analysis

Task 4.1.2.1: Biological Technical Analysis

The CRA team biologists will conduct a biological desktop analysis of the project footprint and a 100-foot buffer (study area), to identify existing biological resources and potential biological constraints, including applicability of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). The CRA team will review and compile the collected data , including vegetation communities and special-status species. The project site is also within the Plan Area of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP); however, the project does not overlap any Criteria Cells and is not subject to Reserve Assembly requirements. The project is not located in any MSHCP species survey areas; however, the project will need to consistency with the MSHCP, including MSHCP Section 6.1.2.

Deliverables (electronic submittals):

-  Draft & Final Biological Analysis Sections of the Draft and Final IS/MND

Assumptions:

- This scope assumes that the NES-MI prepared as part of the NEPA analysis will be sufficient to complete the CEQA analysis.
- This scope assumes the client or its engineer will provide the project boundary and proposed impact area clearly delineated (if applicable) in CAD or Shapefile format in NAD83 and a known coordinate system that will require minimal processing by The CRA



team's GIS staff. This scope does not include revisions to the reports based on changes to the project design.

- No site visits are included due to the urban/developed setting.
- This scope assumes no focused surveys are required.
- This scope assumes a formal jurisdictional aquatics resources delineation is not required.

Task 4.1.2.2: Cultural Resources

The section will discuss the South Main Street Project's potential to impact historical and archaeological resources under CEQA and will provide mitigation measures and recommendations as appropriate. The CRA team will summarize the results of the records search, NAHC SLF results and tribal outreach, and all of the City's AB 52 efforts for the project, including notification and consultation with applicable tribes in the CEQA document. In addition, the section will provide a brief analysis of potential project-related impacts to Tribal Cultural Resources in conformance with CEQA and will provide mitigation measures and recommendations as appropriate.

Deliverables (electronic submittals):

- Draft & Final Cultural Resources Analysis Sections of the Draft and Final IS/MND
- Assumptions:
- The cultural analysis prepared for NEPA will be sufficient to complete the CEQA analysis.
- No resources will be identified requiring recordation or evaluation for historical significance.
- No archaeological resources will be identified during the field survey

Task 4.1.2.3: Paleontological Resources

The CRA team will complete a paleontological resources desktop review, inventory, and record search for any previously recorded fossil discoveries (Direct costs \$500.00). The CRA team will prepare a paleontological resources analysis within the IS/MND that will include all necessary information, including records search, map, and literature review results.

Deliverables (electronic submittals):

- Draft & Final Paleontological Resources Analysis Sections of the Draft and Final IS/MND
- Assumptions:
- Any existing geotechnical/paleontological resource reports will be provided to The CRA team, if available.

Task 4.1.2.4: Air Quality, Greenhouse Gas, and Energy



The CRA team will analyze AQ and GHG emissions based on available Project information and a comprehensive data needs list provided to CRA and the City. If precise information is not available every effort to quantify these items

Air Quality CEQA Assessment. - The CRA team will analyze AQ impacts utilizing Appendix G and SCAQMD emissions-based thresholds. The assessment will include attainment status of the South Coast Air Basin and summarize the applicable SCAQMD rules and regulations. The CRA team will estimate criteria air pollutant emissions associated with the construction phase of the proposed Project using the California Emissions Estimator Model (CalEEMod). The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the Client and/or standardized approaches. The CRA team will then evaluate the significance of the construction emissions based on the SCAQMD significance criteria. The CRA team will also assess the Project's potential to cause or contribute to exceedances of ambient air quality standards at sensitive receptors near the proposed Project activities (existing residences adjacent to the Project site) using the SCAQMD's localized significance thresholds (LSTs). For projects with a total site area of 5 acres or less, the assessment may use a simple "lookup table" approach provided by the SCAQMD. Although the Project site is greater than 5 acres, for budgetary purposes, it is assumed that the maximum daily area of disturbance will not exceed 5 acres for each construction phase; therefore, the LST assessment will use the lookup table approach provided by the SCAQMD and the construction emission estimates from CalEEMod. The long-term operational emissions associated with the Project would primarily result from mobile and area sources (e.g., road maintenance activities) and would be similar to or less than the existing emissions. Estimated mobile emissions will be based on the data presented in the traffic study prepared for the Project, if applicable. The CRA team will compare estimated Project-generated emissions to the SCAQMD thresholds or discuss operation emissions qualitatively.

Greenhouse Gases CEQA Assessment - The GHG emissions assessment will include a summary of the key federal, state, and local regulatory actions and programs to reduce GHG emissions. The CRA team will estimate the GHG emissions associated with construction of the Project using CalEEMod based on the same construction scenario used in the air quality analysis. Similar to criteria air quality emissions, the long-term operational GHG emissions resulting from mobile sources would be similar to or less than the existing emissions and it is assumed no net change occurs. Project-generated electric energy related operational GHG emission sources will be identified and may include new street lighting, audible signaling and other energy consuming Project components. The emissions estimates will be based on information provided by the City and/or CRA. Details of the analysis (e.g., annual GHG emission calculations) will be included in



an appendix to the CEQA document. The CRA team will assess the significance of the Project with respect to the Appendix G thresholds; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, and (b) conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Currently, In October 2024, the City of Riverside announced the launch of the General Plan Update (GPU) and Climate Action and Adaptation Plan (CAAP) for 2050. The General Plan was last updated in 2007 and is currently guiding the City's growth to 2025. The CRA team proposes a multi-prong approach for GHG impact determination, which primarily relies on consistency with the City's current climate action plan, Riverside Restorative Growth print adopted in 2016, as well as consistency with the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy and state GHG reduction goals as articulated in Senate Bill 32, Assembly Bill 1279, and the Scoping Plan. Although the City's current climate action plan was adopted prior to Senate Bill 32 and Assembly Bill 1279, which identified a GHG target for 2030 and carbon neutrality by 2045, respectively, the City's plan does include a reduction target for 2035. In addition, carbon neutrality can be discussed in terms of fair-share reductions needed to achieve this goal. A comparison to the SCAQMD draft a screening criterion of 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) per year will also be included but is not intended to be the sole determination of significance.

Deliverables (electronic submittals):

- Draft & Final Air Quality, GHG, and Energy Analysis Sections of the Draft and Final IS/MND

Assumptions:

- No quantitative carbon monoxide hotspot modeling will be required
- As operational activities are not assumed to increase above existing conditions, operational energy will be qualitatively addressed
- CRA/City will provide project's sustainable design/energy conservation measures prior to emissions modeling, energy analysis will be prepared consistent with emissions modeling assumptions
- Preparation of a construction related Health Risk Assessment will not be required
- One round of modeling is assumed

4.2 NEPA Analysis and Approval:

Task 4.2.1 Preliminary Environmental Study



Preliminary Environmental Study (PES) Form - The CRA team will prepare the Draft PES Form consistent with Caltrans Chapter 6 Environmental Procedures. The CRA team staff will review existing information provided by City staff and CRA and will use this information to develop a detailed project description for environmental analysis to be included in the PES Form. The CRA team will prepare the required supplemental PES Form attachments, and rely on compiled site photos provided by CRA. The Draft PES will be provided to the City/CRA for review with one round of consolidated comments for incorporation into the final deliverable to Caltrans. The CRA team will submit the PES form via email to the City for submittal to the District 8 Local Assistance Engineer. The CRA team assumes two (2) rounds of consecutive reviews by Caltrans, followed by a finalization review prior to approval signatures.

Deliverables (electronic submittal):

- Draft and Final PES Form with support attachments

Assumptions:

- One concurrent round of review by CRA and City
- Two rounds of review of PES Form by Caltrans
- A NEPA Categorical Exclusion will be the level of environmental approval
- The technical analysis identified as part of the CEQA IS/MND services will be the only ones required and Caltrans' concurrence on this point will be provided

Task 4.2.2 Natural Environment Study (Minimal Impact)

The CRA team will conduct a field survey to document the current conditions of the proposed project site and then prepare a Natural Environmental Study for Minimal Impacts (NES-MI) report using the most current template found in the Caltrans Standard Environmental Reference. The NES-MI format is intended for projects with relatively low impacts and amount of mitigation prescribed to reduce the potential effect of project-related impacts. The CRA team understands that the Project site is within a highly developed area that has a high level of human activity; therefore, the NES-MI format will be succinct and concise in identifying the existing conditions within the biological study area (BSA).

Biological Resources Survey - The CRA team will review current database information to determine whether or not any state/federally listed threatened or endangered special-status species have been recorded in the BSA. The CRA team staff will evaluate the BSA, to document natural communities, their condition and create a baseline map. Community classifications will be selected based on site factors, descriptions, distribution, and characteristic species. During this field survey, an inventory of plant/animal species detected by sight, calls, tracks, scat, or



other signs will be compiled as well as a determination of sensitive species which could occur on the project site.

NES-MI - The NES-MI will include: a project description, purpose and need, survey methodology, personnel and survey dates, environmental setting, proposed impacts, assessment of the significance, avoidance/minimization measures; and consistency with applicable conservation policies. The NES-MI will also include a discussion of the project's relationship to the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).

Deliverables (electronic submittal):

- Draft and Final NES-MI

Assumptions:

- One round of concurrent review by CRA/City
- A NES-MI is the appropriate document, Caltrans will agree, and will be used for the CEQA analysis.
- This scope of work includes three rounds of review: one from City staff and two by Caltrans District 8. Additional coordination with/incorporation of review comments from Caltrans beyond what is indicated is not included in the scope of work described herein.
- Focused surveys for special-status plant and wildlife species are not included.
- A jurisdictional wetland delineation and report is not included in this scope of work.
- Updated project design plans/construction drawings will be provided to The CRA team by CRA in GIS format, either in CAD or as an ESRI shapefile, for incorporation into the figure set for the NES-MI.

Task 4.2.3 Cultural Resources

Based on a preliminary review of the proposed project, The CRA team assumes the following approach for South Main Street Complete Streets Project and High-Visibility Crosswalks and Audible Pedestrian Systems will be necessary:

South Main Street Complete Streets Project Scope of Work

Task 4.2.3.1 Caltrans Consultation

The CRA team assumes three project coordination meetings will be conducted between employees of The CRA team's cultural staff, project engineers, Caltrans and the City. The CRA team assumes that no historical resources or archaeological sites will be identified requiring preparation of a Historical Resources Evaluation Report (HRER).

Task 4.2.3.2 Area of Potential Effects Map



The CRA team will work with the City and Caltrans to develop the cultural resources area of potential effect (APE) map covering all geographic areas the project has the potential to directly or indirectly affect the character or use of historic/archaeological resources. Over 40 buildings over the age of 45 are located adjacent to the proposed project footprint but The CRA team assumes that there are no property takes or potential adverse effects to these properties and therefore no evaluations necessary. The APE will be defined in accordance with the guidance provided in the current version of Volume 2 of Caltrans' Standard Environmental Reference, Chapter 4: Cultural Resources Identification. The APE map may be modified depending upon alterations to the project, consultation with Caltrans, and the findings of the field survey. All changes will be reflected in the final APE. This scope of work assumes that The CRA team will produce no more than three versions of the APE map; 1st draft, 2nd revised draft, and a final draft. The CRA team assumes that CRA/City will provide all required project details in a GIS or CAD along with parcel data. The CRA team will conduct the records search upon preliminary approval of the APE map by Caltrans.

Task 4.2.3.3 CHRIS Records Search

The CRA team will initiate a CHRIS records search of the project alignment including a 1-mile radius at the South Coastal Information Center (SCIC). Finally, a review of historical maps and aeriels will be conducted to better determine the history of land use and disturbance within the project APE. The CRA team assumes the direct fees for the SCIC records search will not exceed \$1,200.

Task 4.2.3.4 Coordination with NAHC

The CRA team will contact the NAHC for its Sacred Lands File. The NAHC will determine whether any NAHC-listed Native American sacred lands are located within or adjacent to the project APE. The NAHC will provide a list of Native American representatives, and The CRA team will prepare/mail letters to each of the NAHC-listed contacts via certified mail and email, requesting contact and if they know of any Native American cultural resources within or immediately adjacent to the project site. The CRA team will follow up these letters with a call to Tribes that have not responded within 2 weeks of sending. The CRA team assumes that the City, as the CEQA lead agency, will conduct tribal consultation in compliance with CEQA and in accordance with Assembly Bill (AB) 52. The CRA team assumes that any additional required tribal consultation obligations pursuant to Section 106 of the NHPA for the current proposed project, will be conducted by Caltrans. The CRA team will forward the NAHC provided list to both the City and Caltrans.

Task 4.2.3.5 Cultural Resources Survey



This scope of work assumes completion of an archaeological survey report (ASR). The CRA team will conduct a survey of undeveloped portions of the proposed project alignment to ensure that the proposed project has no potential to impact archaeological resources. It is assumed The CRA team will contract with a Luiseño Native American monitor who will participate in the survey. A The CRA team archaeologist and a subcontracted Native American monitor will conduct a windshield survey of the project alignment sections, crosswalks, and push button systems that are highly developed. Should they encounter any visible ground surface within the project area, the survey team will conduct an intensive-level pedestrian survey using transects spaced no more than 15 meters apart. Identified resources will be mapped using iPad technology with ESRI Field Maps software. The CRA team assumes that the survey will be negative and no artifacts, samples, or specimens will be collected.

Task 4.2.3.6 Archaeological Survey Report

This scope of work assumes completion of an archaeological survey report (ASR) and Historic Property Survey Report (HPSR). The CRA team assumes the no previously recorded archaeological resources requiring updates will be identified as a result of the records search.

Task 4.2.3.7 Historic Property Survey Report

Upon completion of the ASR, The CRA team will prepare a HPSR to serve as the overarching summary document for all Section 106 compliance efforts. The CRA team will provide the draft ASR and HPSR to the Caltrans for an initial review. Once approved, this will be submitted to other designated parties for review. The CRA team will revise these documents based on comments received and submit the final versions to the Caltrans PQS specialist for signature. The CRA team assumes that no more than three (3) rounds of revisions to these documents will be required. The CRA team assumes that there is no State Historic Preservation Office (SHPO) review, and that the HPSR will be a Narrative HPSR to File.

High-Visibility Crosswalks and Audible Pedestrian Push Button Systems

Task 4.2.3.8 Caltrans Consultation

The CRA team assumes that there is no ground disturbance or property takes associated with proposed work related to improving crosswalks. The CRA team's cultural staff have minimal time under this task to consult with the city, project engineers, and Caltrans to confirm this understanding and prepare forms if needed that provide this information as part of the project administrative record. The CRA team assumes that no formal Caltrans technical reports will be required.

Deliverables (electronic submittal):



- Draft and Final APE Map, HRER, ASR, and HPSR

Assumptions:

- One round of concurrent review by CRA/City
- Caltrans require no more than two rounds of edits to approve each cultural resource deliverable.
- The CHRIS search will not identify any archaeological resources on the project site.
- The CHRIS search will not require direct costs in excess of \$1,600.
- No archaeological or tribal resources will be identified during the field survey.
- A Native American monitor will be required to participate in the field survey.
- All comments will be editorial in nature and not require additional field survey, or research.
- A Finding of Effort Report will not be required nor prepared.
- Caltrans will facilitate all SHPO correspondence/assistance from The CRA team will not be required

Task 4.2.4 Air Quality and Greenhouse Gas Analysis

The NEPA air quality analysis will evaluate the significance of the construction and operational criteria air pollutant emissions (as applicable) based on federal de minimis thresholds determined for the South Coast Air Basin (in tons per year). For budgetary purposes, it is assumed that Project emissions would not exceed the federal de minimis thresholds and a formal Clean Air Act General Conformity Analysis would not be required. Up to one build alternative will be assessed in addition to the no build alternative.

GHG NEPA Assessment

The GHG emissions assessment will estimate the GHG emissions associated with construction using CalEEMod based on the same construction scenario utilized in the air quality analysis. Project-generated electric energy related operational GHG emission sources will be identified and may include new street lighting, audible signaling and other energy consuming Project components. The emissions estimates will be based on information provided by CRA/City or CalEEMod default values for a comparable land use. GHG emissions will be tabulated and presented in the AQ-GHG Memorandum for disclosure. Up to one build alternative will be assessed in addition to the no build alternative.

Deliverables (electronic submittal):

- Draft and Final AQ/GHG Analysis provided within the NEPA CatEx Continuation Sheets

Assumptions:



- The City and Caltrans require no more than two rounds of review.
- The budget to conduct this analysis is captured within the AQ/GHG and Energy analysis provided for the CEQA IS/MND scope.

Task 4.2.5 NEPA Categorical Exclusion

TASK 4.2.5.1 DRAFT/FINAL NEPA CE W/CONTINUATION SHEETS

The CRA team will prepare a NEPA Categorical Exclusion (CatEx), assuming concurrence from Caltrans. The Draft CatEx and technical studies will be submitted first to CRA for review (one-cycle of review) and then submitted concurrently to the City and Caltrans for two review cycles and one refinement review cycle. Consolidated comments from both agencies will be provided. The CRA team will provide a comment matrix template for the City and Caltrans to record their review comments. Comments will be provided using track changes/comment bubble functions. Potential conflicts in the comments from the City and Caltrans will be resolved in consultation with CRA prior to revisions by The CRA team.

Deliverables (electronic submittal):

- Draft and Final CatEx with Continuation Sheets

Assumptions:

- One round of review by CRA prior to submittal to the City
- The City and Caltrans will require no more than two rounds of edits to approve the CatEx.

Task 5: Parking Analysis

We propose conducting a parking study to better understand parking utilization along the corridor and document the net benefits of the project on parking capacity. The study will focus on quantifying current parking usage, evaluating the impact of the new project, and developing strategies to manage parking efficiently and equitably, balancing the needs of residents, businesses, and other stakeholders. The study will include the following key components:

Parking Inventory and Data Collection:

CRA will create an inventory of existing on-street parking, including the number of parking spaces, parking regulations, and occupancy patterns. This will be done via a combination of aerial imagery and fieldwork.

Data collection will occur through high-resolution cameras with low-light capabilities for license plate recognition, and time-lapse cameras will be used to observe parking behavior and user patterns



The data will be gathered hourly during peak usage times (6 AM to 6 PM) on a weekday to ensure accuracy in understanding the typical parking demand.

Analysis of Parking Patterns and Impact of Project:

The utilization rates will be analyzed, including turnover rates and duration of use.

The parking data will be used to calculate peak parking demand (for Existing and Existing with Project), identify under-utilized or over-utilized spaces, and assess the effectiveness of the current and proposed parking situation.

The collected data will be integrated into a GIS-based parking model to analyze parking demand more effectively and help forecast the impact of the new project on parking availability.

If the analysis identifies areas where parking management could be improved, tailored strategies, such as time-limited parking zones, will be proposed to ensure continued access and optimize space utilization.

Deliverables: Draft and Final Parking Analysis Report

Task 6: Preliminary Design (35%)

CRA will review the conceptual design with the City and confirm opportunities, constraints, and resulting recommendations. The preliminary design will incorporate various elements, including bike lane, pavement rehabilitation strategies, landscape and hardscape elements, traffic improvements, pedestrian crossing enhancements, bulb-outs, and median zipper parking design. The conceptual design will be refined based on these criteria, and a preliminary set of plans will be developed. The preliminary plans will be prepared on 24" x 36" sheets at a scale of 1" = 20' and will include roadway improvements, roadway geometrics, traffic striping, storm drain and water quality improvements, and proposed landscape areas.

Deliverables: Draft and final preliminary design (35% submittal); and opinion of probable construction cost

Task 7: Rough Order of Magnitude Cost Estimate and Value Engineering

CRA will develop a Rough Order of Magnitude (ROM) cost estimate for the proposed improvements, considering construction, materials, labor, and contingency factors. The estimate will be based on industry standards, recent bid data, and project-specific conditions. Additionally, CRA will conduct a value engineering analysis to identify cost-saving opportunities while maintaining project functionality, safety, and design intent. Alternative materials, construction methods, and design modifications will be evaluated to enhance project efficiency



and long-term sustainability. The findings will be documented and presented to the City for review and consideration.

Deliverables: ROM and Value Engineering Memo

Task 8: Hydraulic and Hydrology Analysis

Our team will prepare a drainage report addressing hydrology and hydraulics per the Riverside County Hydrology Manual and City of Riverside requirements, providing design recommendations. Drainage improvements will include new catch basins and connections to the storm drain main line while maintaining existing drainage patterns and flows. It is assumed that the project will result in a net decrease in impervious area and will not increase peak flow rate or volume; therefore, pre-development hydrology is not required. Proposed condition hydrology will be analyzed for the 100-year peak flow rate at inlets requiring relocation to confirm sizing. Evaluation and recommendations will be limited to the impacted portion of the storm drain within the project site. The evaluation of downstream or upstream storm drain systems is not included in this task.

Deliverables: Draft (65%) and final (90%) hydrology and hydraulic analysis within the Drainage Report

Task 9: Water Quality Management Plan

Our team will prepare the Water Quality Management Plan (WQMP) checklist in compliance with City of Riverside and Riverside County requirements. It is assumed that the project will be classified as a 'Transportation Project,' and we will develop the WQMP following the Low Impact Development: Guidance and Standards for Transportation Projects for the Santa Ana Region template. Green Street measures will be implemented to the maximum extent practicable, incorporating structural Best Management Practices (BMPs) such as linear bioretention areas, drainage swales, sidewalk trees and tree boxes, and permeable pavement. The project will adhere to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements for stormwater and non-stormwater discharges within Riverside County. BMPs will be designed to capture and treat the required design capture volume (VBMP) in accordance with the Riverside County LID BMP Handbook, applicable City of Riverside ordinances, and the U.S. EPA Green Streets Guidelines.

Deliverables: WQMP Checklist, Draft (65%) and final (90%) Transportation Project LID Report

Task 10: Potholing

Our team will provide vacuum excavation potholes to identify underground utilities where conflicts may exist. We assumed an allowance amount for this task that is provided in our fee



schedule. This task will be pending City's approval. Additional potholing can be provided if needed and per City approval. We assume traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans is excluded for this task.

Deliverables: Potholing report

Plans, Specifications, and Estimates Phase (PS&E)

Task 1: Main Street Complete Street (65%, 90% and 100% PS&E)

Street Improvement Plans

Following the community outreach activity, CRA will refine the preliminary design and develop street improvement plans for the construction of medians, zipper parking, sidewalks, curbs and gutters, and ADA-compliant upgrades. The plans will include typical sections, profiles, details, and horizontal and vertical design information. Roadway plans will be prepared on 24" x 36" sheets at a scale of 1" = 20' (horizontal) and 1" = 2' (vertical).

The PS&E design will comply with the standards of the City of Riverside, the California Manual on Uniform Traffic Control Devices (CA MUTCD) and Caltrans Standard Plans. It is assumed that the proposed improvements will be presented in a single, consolidated plan set, prepared using AutoCAD Civil 3D (2024). CRA will respond to one (1) round of consolidated City comments following both the 65% and 90% PS&E submittals. Street improvement plans will consist of the following sheets:

- Cover Sheet (1 Sheet)
- Key Map and general Notes (up to 2 Sheets)
- Typical Cross Sections (up to 2 Sheets)
- Construction Details (up to 2 Sheets)
- Demolition Plans (up to 3 Sheets)
- Plan and Profile (up to 5 Sheets)
- Precise Grading and ADA Plans (up to 4 Sheets)

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Storm Drain Plans

The Consultant will prepare storm drain improvement plans illustrating proposed drainage features, such as catch basins and lateral connections to existing main lines. These plans will



show details of the location, size, and material of proposed catch basins, lateral connections, and roof drain extensions. Additionally, the plans will depict the location and sizing of permanent stormwater quality treatment facilities. Storm drain laterals crossing existing utilities will be profiled. It is assumed that the existing storm drain main lines will be protected in place. Storm drain plans will be prepared on 24" x 36" sheets at a scale of 1" = 20' horizontal and 1" = 2' vertical. It is assumed that the awarded contractor will prepare Erosion Control Plans and the project SWPPP. improvement plans will consist of the following sheets:

- Storm Drain Plan and Profile (up to 4 Sheets)
- Water Quality Plans and Details (up to 6 Sheets)

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Signing and Striping Plans

The Consultant will prepare Signing and Striping Plans for the proposed improvements within the limits of the project in accordance with City, CA-MUTCD, and Caltrans standards. Signing and striping plans will be prepared on 24" x 36" sheets at a scale of 1" = 20' horizontal and 1" = 2' vertical. Signing and striping plans will include 1 General Notes and Detail sheet and 5 Signing and Striping plans.

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Traffic Control Plans

The Consultant will prepare Traffic Control Plans for construction of the proposed improvements within the limits of the project in accordance with City, CA-MUTCD, and Caltrans standards. Traffic Control Plans will be at a scale of 1" = 20' on a 24"x36" sheet. Traffic Control plans will be submitted to Caltrans District 8 as part of the encroachment permit process. Traffic Control plans will include a total of 6 plan sheets. It is assumed detailed construction phasing and haul routes will be prepared by the awarded contractor. The project technical special provisions will define lane closure and detour requirements.

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Traffic Signal Plans

The Consultant will prepare Traffic Signal Modification Plans at a scale of 1" = 20' for the proposed improvements. The plans will be prepared using AutoCAD 2024 software. Plan submittals will be provided in a 24"x36" PDF format. Traffic signal modification plans will comply with the City's standards, 2024 Caltrans Standard Plans, and the 2014 California MUTCD. Traffic Signal plans will include the following intersections:



- Main Street and 1'st Street
- Main Street and Spruce Street

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Landscape and Irrigation Plans

The Consultant team will prepare landscape and irrigation plans new median bike lane medians, proposed parkway areas, and proposed bulb-out. The plans will be per the City's Standards and General Plan, the City's Landscape Ordinances, and California's Water Efficient Landscape Ordinance. Landscape and irrigation plans will include the followings:

- Preliminary plant palette
- Preliminary design including color rendered to illustrate proposed elements and Rough Order of Magnitude Cost
- Construction plans and details
- Construction Materials and Finish Schedule

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Opinion of Probable Construction Cost

The Consultant team will prepare an Opinion of Probable Construction Cost (Estimate) based on quantities. Unit prices will be derived from readily available current bid information based on similar projects within the area. Backup will be generated for lump sum items.

Deliverables: 65%, 90%, and 100% Opinion of Probable Construction Costs, electronic files in PDF

Specifications

The Consultant team will prepare technical specifications based on the boilerplate supplied by the City. References for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications will be shown.

Deliverables: 65%, 90%, and 100% Specifications, electronic files in PDF

Task 2: High Visibility Crosswalks and Audible Pedestrian Push Buttons (65%, 90% and 100% PS&E)

Pedestrian Push Buttons, and Signing and Striping Plans



The Consultant will prepare Pedestrian Push Buttons, and Signing and Striping Plans for the proposed improvements within the limits of the project in accordance with City, CA-MUTCD, and Caltrans standards. Pedestrian Push Buttons, and Signing and Striping plans will be prepared on 24" x 36" sheets at a scale of 1" = 20' horizontal and 1" = 2' vertical. **Signing and striping plans will include up to 7 plan sheets.**

Deliverables: 65%, 90%, and 100% Plans, electronic files in AutoCAD and PDF

Opinion of Probable Construction Cost

The Consultant team will prepare an Opinion of Probable Construction Cost (Estimate) based on quantities. Unit prices will be derived from readily available current bid information based on similar projects within the area. Backup will be generated for lump sum items.

Deliverables: 65%, 90%, and 100% Opinion of Probable Construction Costs, electronic files in PDF

Specifications

The Consultant team will prepare technical specifications based on the boilerplate supplied by the City. References for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications will be shown.

Deliverables: 65%, 90%, and 100% Specifications, electronic files in PDF

Bid and Construction Support

Task 1: Bid Support

The Consultant team will provide services during the bid phase, **to the extent budgeted in the fee schedule**, by attending pre-bid meeting, and responding in writing to requests for information (RFI)/clarifications. Our team will assist the City in the issuance of addenda to the bid package. Changes in the overall design concept are not accounted for in this scope. We will review up to three bid cost schedules to conform compliance with the bid documents.

Deliverables: Responses to up to 15 RFIs, design revision for 2 Addendums

Task 2: Construction Support

The Consultant team will assist the City during the construction phase, **to the extent budgeted in the fee schedule**, by responding to the Contractor's RFIs, preparing addenda, reviewing submittal and changes orders, and providing clarifications. We have included up to 80 hours for



this task per our fee schedule. We will prepare record drawings by updating the approved design drawings based on one set of redline markups provided by the City staff.

Deliverables: Responses to RFIs, Addendums, Record Drawings - One hard copy and one electronic (AutoCAD and PDF format)

Items Provided by the City

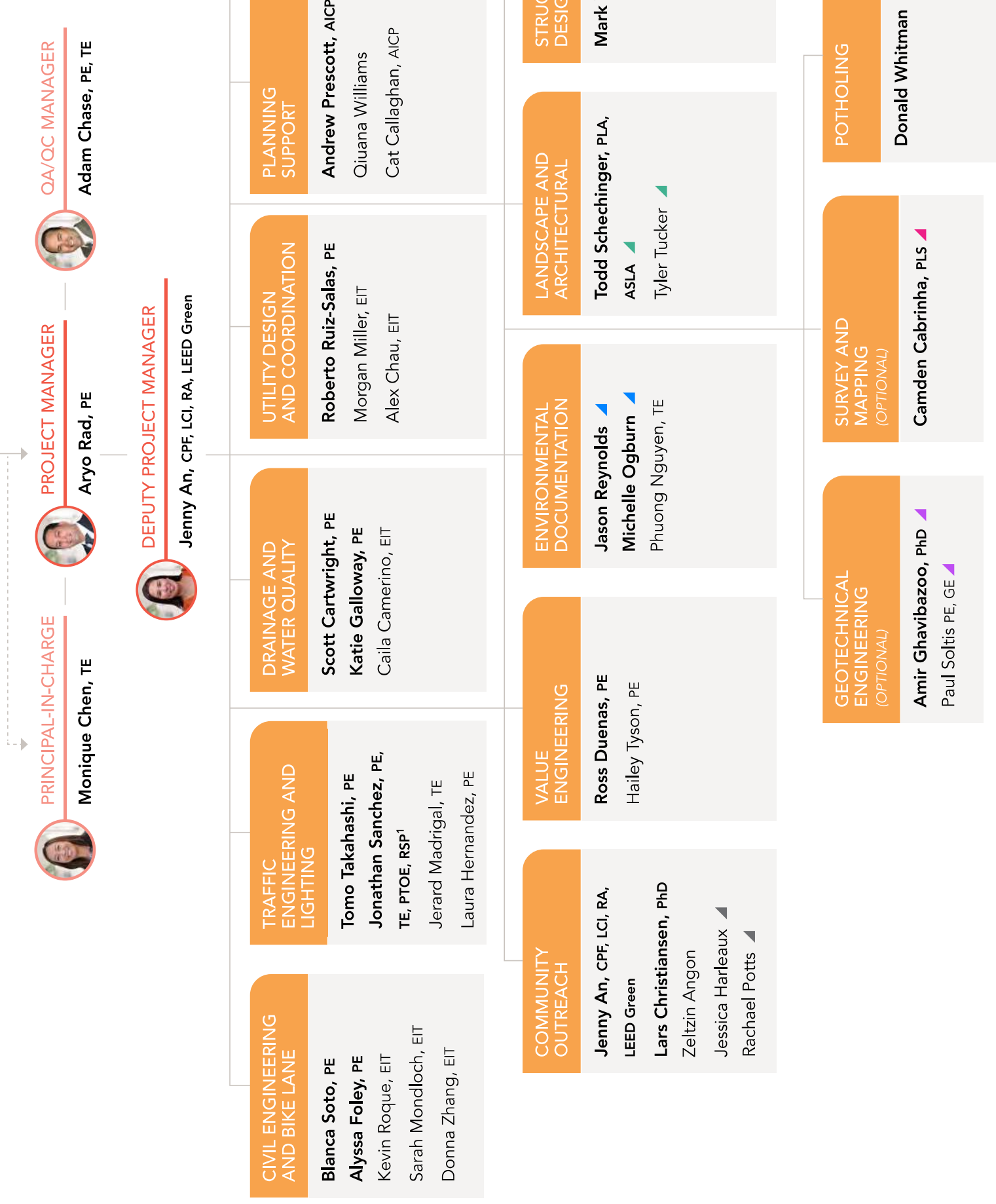
The following items are assumed to be provided by the City:

- Survey and Mapping
- Geotechnical Engineering
- Street Lighting Design
- Electric Power Design
- Right-Of-Way Acquisition

**EXHIBIT “B”
COMPENSATION**

EXHIBIT “C”
KEY PERSONNEL

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**EXHIBIT “D”
ADDENDUM**

1. “Agreement Funds” shall mean funds provided by the City to the Consultant under this Agreement that are Federal grant funds.
2. Consultant agrees to use Agreement Funds in compliance with all applicable White House Executive Orders (“Executive Order” or “E.O.”), including but not limited to E.O. 14168, E.O. 14173, E.O. 14218, and E.O. 14332, and as further set forth herein.
3. To the extent applicable, Consultant is not required to use Agreement Funds in compliance with Executive Orders that have been revoked or invalidated by court order, including but not limited to E.O. 14154 and E.O. 14008.
4. To the extent applicable, and as long as E.O. 14168 “Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government” is in effect, Consultant agrees that Agreement Funds shall not be used to promote “gender ideology,” as defined in E.O. 14168.
5. To the extent applicable, and as long as E.O. 14182 “Enforcing the Hyde Amendment” is in effect, Consultant agrees that Agreement Funds shall not be used to fund or promote elective abortions.
6. To the extent required by applicable Executive Orders, Consultant shall administer the Loan Agreement in accordance with all applicable immigration restrictions and requirements, including eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)(PRWORA), Executive Order 14218, or other applicable Executive Orders.
7. To the extent required by applicable Executive Orders, for so long as such Executive Orders are in effect and as required by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), Consultant shall utilize the Systematic Alien Verification for Entitlements (SAVE) system, or an equivalent verification system approved by the Federal government, unless excepted by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193)(PRWORA).
8. To the extent applicable, Consultant shall ensure that the use of Agreement Funds shall comply with Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
9. Consultant agrees that pursuant to E.O. 14332, the City may terminate this Agreement “if an award no longer effectuates the program goals or agency priorities” or, in the case of a partial termination by the City, if the federal granting agency “determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made.”
10. Consultant acknowledges that Executive Orders included in this Addendum may be subject to interpretation and decision by various federal courts which may be binding upon the Agreement.
11. Consultant acknowledges that this Addendum does not include an exhaustive list of current Executive Orders and that Executive Orders are subject to change and modification.
12. Consultant is responsible for monitoring and being knowledgeable of all White House Executive Orders.
13. In executing the Agreement, Consultant acknowledges that: 1) the City has not provided legal interpretations or advice related to this Addendum; and 2) Consultant has had the opportunity to consult with, and be advised by, an independent legal counsel regarding matters pertaining to this Addendum.