

ORIGINAL

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND FEHR AND PEERS**

CEQA TRAFFIC ANALYSIS UPDATE: VMT THRESHOLDS AND GUIDELINES

THIS AGREEMENT is made and effective as of **November 12, 2019**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Fehr & Peers, a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **November 12, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2020**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ, all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **one hundred seventy four thousand eight hundred twenty three dollars and ninety eight cents (\$174,823.98)**, for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for

services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement ("Work Product") shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. However, notwithstanding any provision to the contrary in this Agreement, Consultant shall retain ownership and all rights in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, or produced by Consultant prior to or independently of any of its services under this Agreement ("Pre-existing Materials"), including such Pre-existing Materials that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the City an irrevocable, non-exclusive, royalty-free license in perpetuity to use, disclose, derive from, and transfer such Pre-existing Materials, but only as an inseparable part of the Work Product.

8. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency ("Indemnitees"), and their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including reasonable attorney fees and expert witness fees, or liability of any kind or nature which the Indemnitees, their officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property to the extent that the claims against the Indemnitees arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, -the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the Indemnitees. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG

00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the

Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Fehr & Peers
555 West Beech Street
Suite 302
San Diego, CA 92101

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

FEHR & PEERS

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Michael S. Naggar, Mayor

By: _____
Sarah Brandenburg, Principal

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Matt Benjamin, Principal

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Fehr & Peers

Attn: Katy Cole, Principal

555 West Beech Street, Suite 302

San Diego, CA 92101

K.Cole@fehrandpeers.com

619.234.3190

PM Initials: 
Date: 07/30/19

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.

Scope of Services

TASK 0. CONFIRM SCOPE AND DELIVERABLES

At the beginning of the project, Fehr & Peers will work with the City's project manager to confirm all meetings and deliverables. The scope of work presented in the RFP identifies 17 draft/final technical memorandums/reports. To streamline the review of deliverables, assemble deliverables in a way that groups linked topics, and to respond to the project schedule and need to be finished with the process before July 1, 2020; we recommend that we consolidate the deliverables. Additionally, Fehr & Peers is uniquely qualified to streamline the process since we prepared the WRCOG implementation pathway resource documents. We will utilize these documents and the already prepared modeling work to provide efficiency to the City of Temecula. Streamlining the process using the WRCOG resources will allow us to focus on addressing several key issues that are specific to Temecula:

- Addressing the limitations with the RIVTAM model; and specifically appending the results from the RIVTAM model to include the trips that

travel from/to San Diego County. Note that we are currently working on the San Diego County SB 743 implementation and the SANDAG travel demand model has the same limitation (i.e. it doesn't account for the trips that occur outside of San Diego County). We have developed a process using outputs from the California State-wide Model, RIVTAM Model, and the SANDAG Model to "append" the SANDAG model results to include trips from/to other counties. We can also utilize Big Data developed by WRCOG to estimate VMT for trips exiting the County.

- Developing appropriate VMT mitigation measures that respond to the context of the City of Temecula and are reasonable for the City to monitor/enforce.
- Developing a customized screening web-map (that utilizes the framework developed for WRCOG) and a VMT and mitigation (travel demand management) Excel based calculator with parameters on when/how to use the tools.

We recommend the following deliverables for each task:

Task		Deliverables	Meetings
Task 1	Project Coordination and Administration	<ul style="list-style-type: none"> Project Kickoff Meeting Agenda and Minutes Team Contact List Refined Schedule and Deliverables List Subcommittee Meeting Agendas and Minutes 	<ul style="list-style-type: none"> 1 Kickoff-Meeting (Staff) Sub-Committee Meeting #1: Kickoff Meeting 32 weekly 1-hour project team meetings (11 in-person, 21 via phone/web-meeting)
Task 2	Baseline VMT Data	<ul style="list-style-type: none"> Draft and Final Baseline Data Sources and Methodology Memorandum with two sample Baseline VMT data options and a discussion on addressing the model limitation (does not include trips from/to San Diego County). 	<ul style="list-style-type: none"> Sub-Committee Meeting #2: Baseline VMT
Task 3	Potential VMT Thresholds	<ul style="list-style-type: none"> Draft and Final VMT Thresholds and Methodology Memorandum (includes threshold options for land use projects, land use plans/programs, and transportation projects, screening criteria options, case study evaluation, and recommendations/guideline language (in the final document). 	<ul style="list-style-type: none"> Sub-Committee Meeting #3: VMT Thresholds/ Methodology (draft)

Task 4	Develop VMT Methodology	<ul style="list-style-type: none"> Draft and Final VMT Thresholds and Methodology Memorandum (see Task 3; suggest that information related to Task 3 and 4 is contained in a comprehensive document). The thresholds and methodology should be developed in tandem because whatever data source is used to determine the baseline and the thresholds must be used for project calculations as well. 	<ul style="list-style-type: none"> Sub-Committee Meeting #4: VMT Thresholds/ Methodology (final and review of guidance language) Check-in meetings with City Council and Planning Commission
Task 5	VMT Forecasting Tool	<ul style="list-style-type: none"> Draft and Final VMT Forecasting Tool Options Memorandum Draft and Final Tool Package (web-map for screening and Excel based calculator) Draft and Final Tool Documentation Draft and Final Tool User Manual 	<ul style="list-style-type: none"> Sub-Committee Meeting #5: VMT Calculation Tools
Task 6	VMT Mitigation Approaches	<ul style="list-style-type: none"> Preliminary Draft, Draft and Final VMT Mitigation Memo. The preliminary draft will include 7-10 VMT mitigation measures (travel demand management). The preliminary draft will be refined to focus on 5 mitigation measures with calculation instructions (these will be included in the Excel tool developed in Task 5). 	<ul style="list-style-type: none"> Sub-Committee Meeting #6: VMT Mitigation Approaches
Task 7	VMT Mitigation Program	<ul style="list-style-type: none"> Draft and Final VMT Mitigation Program Memorandum. Will include discussion of VMT fee programs and how the mitigation measures could be incorporated into existing City programs. 	<ul style="list-style-type: none"> Check-in meetings with City Council and Planning Commission on final documents.
Totals		<ul style="list-style-type: none"> 7 Technical Memorandums (draft and final; except Task 6 which will have a preliminary draft, draft and final) 1 VMT Calculation Tools Package (web-map and Excel calculator) Meeting Agendas and Minutes for 7 meetings (1 Project Team Kickoff and 6 Sub-Committee) Shared meeting document for weekly team meetings with an agenda matrix that has agenda items, action items, and key accomplishments. 	<ul style="list-style-type: none"> Project Team Kickoff Meeting 6 Sub-Committee Meetings 4 Council/ Planning Commission Check-In Meetings 32 Weekly Team Meetings (11 in-person, 21 via phone/web-meeting)

Fehr & Peers' Commitment

Our clients hire us because of our commitment to being the best at what we do. What does this mean for Fehr & Peers?

- Investing in our culture to attract the best and the brightest.
- Investing in a robust, self-funded research program, enabling us to develop new tools, analytical methods, and to advance the state of the practice.
- Investing in providing the best service to our clients, surveying every client to assess satisfaction and to identify areas for improvement.

Our
2018
Client
Survey
Results

99% of those said we met or exceeded expectations

98%
in Value
in Quality
in Service

TASK 1. PROJECT COORDINATION AND ADMINISTRATION

TASK 1.1 PROJECT KICKOFF MEETING

Fehr & Peers will conduct a kickoff meeting at the City of Temecula with City Staff and other key agencies to discuss and confirm project scope, schedule, deliverables, lines of communications, progress reports, invoicing, and contract modifications procedures. The results of Task 0 will be presented and discussed at the kickoff meeting including the specifics of each task.

Prior to the kickoff meeting, Fehr & Peers will review available, relevant documents including (but not limited to): City of Temecula's Traffic Impact Analysis Guidelines, SCAG'S 2016-2040 RTP/SCS, work products developed by WRCOG's SB 743 study and any other documents pertaining to this project. Based on the kickoff meeting discussions, Fehr & Peers will prepare a project team contact list, kickoff meeting minutes/notes, a refined schedule to meet the July 1, 2020 SB 743 implementation milestone, and a list of any additional documents needed from City of Temecula.

TASK 1.2 PROJECT MONITORING AND CONTRACT MANAGEMENT

Fehr & Peers will schedule project team meetings at least once a week throughout the project, or biweekly depending on project progress, and additional calls as needed. The meetings shall include City staff, other key stakeholders, and appropriate members of the Fehr & Peers team to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. The Fehr & Peers Project Manager (PM) shall attend all meetings. The City shall identify the primary point of contact at City.

Fehr & Peers will attend up to eleven (11) project team meetings in-person. When not attending in-person, Fehr & Peers shall participate through a web meeting link or by phone. Fehr & Peers will attend all Planning Commission and City Council Hearings that occur during the contract period at which the status or work products from this project are discussed.

TASK 1.3 TASK 1.3 SUBCOMMITTEE MEETINGS, PLANNING COMMISSION MEETINGS, AND CITY COUNCIL MEETINGS

Fehr & Peers, with City Staff support, will attend up to six (6) daytime Subcommittee meetings comprised of members of the Planning Commission, City Council, and Public/Traffic Safety Commission. The meetings will provide the Subcommittee regular updates throughout the process. This will allow the Subcommittee to give feedback before the project goes to Planning Commission and City Council hearing.

Fehr & Peers will attend up to four (4) total Planning Commission and City Council Hearings that occur during the contract period at which the status or work products from this project are discussed. This is assumed to include the final hearing to approve the guidelines.

Task 1 Deliverables:

- Project Kickoff Meeting Agenda and Minutes
- Team Contact List
- Refined Schedule and Deliverables List
- Subcommittee Meeting Materials, Agendas and Minutes
- Weekly Team Meeting Shared Agenda Document
- Monthly Invoicing

TASK 2. BASELINE VMT DATA

TASK 2.1 REVIEW DATA FROM SCAG AND RIVERSIDE COUNTY TRAFFIC ANALYSIS MODEL (RIVTAM)

Fehr & Peers will review available data in the SCAG, SANDAG, and Riverside County Traffic Analysis Models (RIVTAM) to estimate VMT by major trip types. Fehr & Peers will compare this data and recommend the best approach to generate accurate and defensible baseline VMT. Fehr & Peers will take into consideration that in the current regional model trips going past the Riverside County border to San Diego are truncated. Due to the physical location of the City, this can affect the overall VMT of trips. Fehr & Peers will provide a sound methodology, analysis, and recommendation to address Riverside County



to San Diego County trips.

The specific VMT comparisons shall include base year model estimates of VMT in the following formats unless the SB 743 implementation guidelines are updated and prescribe new formats.

- Total VMT per Service Population (all vehicles and all trip purposes)
- Home-based VMT per Capita (automobile only)
- Home-based work VMT per worker (automobile only)

In addition to SCAG and RIVTAM model data, the 2010-2012 California Household Travel Survey (CHTS) data will be included for purposes of comparing household/home-based generated VMT.

TASK 2.2 DRAFT JURISDICTIONAL VMT DATA

Using the approach in Task 2.1, Fehr & Peers will prepare a summary of Baseline VMT data for review by City Staff. Fehr & Peers will produce at least one (1) of data tables, charts, and maps sufficient to communicate visually the VMT estimates. Fehr & Peers will leverage total VMT per service population, home based VMT per capita, and home-based work VMT per worker estimates already generated for WRCOG's SB 743 study using the SCAG RTP/SCS model and latest RIVTAM model. Fehr & Peers will create new maps that reflect the latest version of



the Office of Planning and Research (OPR) SB 743 implementation guidelines. We will also work to finalize the dataset to adjust out-of-county trip VMT and "correct" for the truncating effect of the model's limitations.

In addition to SCAG and RIVTAM VMT estimates, Fehr & Peers will include at least one (1) estimate using independent trip generation methods such as Institute of Transportation Engineers (ITE), U.S. Environmental Protection Agency (EPA), Mixed Use Development (MXD), or MXD+. This alternative method may be necessary depending on the VMT threshold selection as explained below in Task 3.1.

As previously noted, the City of Temecula is located in a unique position, as it borders San Diego County. The current WRCOG data model (trips/VMT) stops at Riverside County and does not include trips south into San Diego County. Fehr & Peers will provide a sound methodology, analysis, and recommendation to accurately calculate the lengths of these trips.

TASK 2.3 RECOMMEND CITY DOCUMENT

The City has adopted TIA Guidelines. Fehr & Peers will recommend to City staff the best approach to update the TIA Guidelines by incorporating VMT thresholds within the document or creating a separate document from the TIA Guidelines addressing VMT thresholds.

TASK 2.4 FINAL JURISDICTIONAL VMT DATA

After reviewing this data and updating any information, Fehr & Peers will provide updated Baseline VMT data in a Technical Memorandum.

As part of this Task, the project team shall select a 'baseline' year. For CEQA purposes, baseline is normally tied to the specific year when the Notice of Preparation (NOP) is issued. This means that the baseline year shall continue to move with time requiring practitioners to have a method to establish a VMT estimate beyond the current year of 2019. Interpolating between the model's base and future years is one method to create multiple baseline VMT estimates; Fehr & Peers will work with the project team to explore others before selecting a final single year to serve as the baseline for this study. Once a final year has been selected by the project team, Fehr & Peers will produce at least one (1) set of data tables, charts, and maps of total VMT per service population, home-based VMT per capita, and home-based work VMT per worker for the City.

Task 2 Deliverables:

- Draft and Final Baseline Data Sources and Methodology Memorandum with two sample Baseline VMT data options and a discussion on addressing model limitations (model does not include trips from/to San Diego County).

TASK 3.POTENTIAL VMT THRESHOLDS

TASK 3.1 REVIEW AVAILABLE VMT THRESHOLDS

Fehr & Peers will review all examples of VMT thresholds for consideration, including previously adopted thresholds and those outlined in OPR's guidance documents.

Fehr & Peers will summarize previously adopted thresholds and explain the potential role that the following information plays in creating the substantial evidence to support a new VMT threshold and shall also consider project and cumulative impacts:

- AB 32
- SB 375 Targets

- SB 743 Objectives and OPR Technical Advisory
- Air Resources Board (ARB) Mobile Source Strategy
- Governor's Executive Orders
- Caltrans Strategic Management Plan (SMP) VMT Reduction Target
- Caltrans Smart Mobility Framework
- California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures
- ARB Zero Carbon Buildings
- SCAG RTP/SCS

The methodology used to establish the threshold shall be consistent with the methodology used to perform project analysis. Fehr & Peers will include information about how to use regional model data for both threshold setting and project analysis and what alternatives may be used in absence of using regional model data.

TASK 3.2 DEVELOP ALTERNATIVE THRESHOLDS

Fehr & Peers will identify a minimum of three (3) potential thresholds for land use projects and shall also provide one (1) potential threshold each for land use projects and transportation projects. One (1) threshold shall be some type of a screening criteria that shall limit the need for detailed analysis on smaller scale infill projects. Fehr & Peers will provide additional guidance for developing threshold options especially those related to screening analysis and for creating presumptions of less than significant impact.

TASK 3.3 EVALUATE THRESHOLDS

Fehr & Peers will test the alternative thresholds identified in Task 2.4 to validate that these thresholds can be applied in the City.

Fehr & Peers will perform a total of six (6) case studies to test the alternative land use project thresholds in various locations of Temecula (including Old Town and Uptown). This task shall be integrated with Task 4.2 below. These case studies shall include one infill project and one suburban project tested under each of the thresholds or other project-type combinations. Case studies for land use plans and transportation projects should also

be included.

TASK 3.4 RECOMMEND THRESHOLDS

Fehr & Peers will provide a final recommendation on potential VMT thresholds to be applied in the City. A range of thresholds may be needed to address the City's context. The recommended thresholds shall be consistent with regional threshold levels and methodology and the City's General Plan.

TASK 3.5 PREPARE VMT THRESHOLD GUIDANCE DOCUMENTS

Fehr & Peers will prepare model guidance documents which can be incorporated into the City's guidelines should the City choose to apply these thresholds.

Task 3 Deliverables:

- Draft and Final VMT Thresholds and Methodology Memorandum (includes threshold options for land use projects, land use plans/programs, and transportation projects, screening criteria options, case study evaluation, and recommendations/guideline language (in the final document)).

TASK 4. DEVELOP VMT METHODOLOGIES

TASK 4.1 IDENTIFY POTENTIAL VMT CALCULATION METHODOLOGIES

Fehr & Peers will identify VMT calculation methodologies for use in the City of Temecula. These methodologies shall consider projects of varying size and scale to facilitate the use of any tool.

As noted above in Task 3.1, the methodology used to establish the VMT threshold needs to be consistent with the methodology used to perform project analysis. Therefore, Fehr & Peers will conduct this task in parallel with Task 3.1 so that methodology and thresholds are considered in tandem for land use projects and land use plans.

Further, separate methods shall be proposed for project and 'cumulative' impact analysis.

For transportation projects, two (2) calculation methods will be identified. One method will rely on use of regional models and the other will rely on induced vehicle travel research that can be con-

ducted without a regional model.

TASK 4.2 REVIEW AND TEST VMT CALCULATION METHODOLOGIES FOR EXAMPLE PROJECTS

Fehr & Peers will evaluate a minimum of two (2) and up to five (5) projects using the VMT calculation methodologies in Task 3.1 to verify these methodologies are appropriate for use by the City. This task will be integrated with Task 3.4 as explained above, to align threshold and methodology testing.

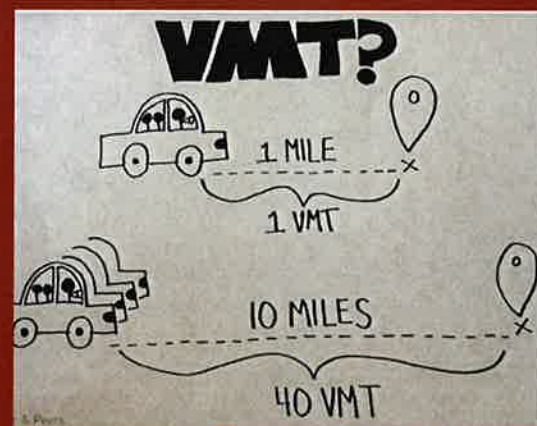
TASK 4.3 RECOMMEND VMT METHODOLOGIES

Based on the results of Tasks 4.1 and 4.2, Fehr & Peers will recommend the implementation of up to three (3) VMT calculation methodologies for use by the City.

TASK 4.4 PREPARE UPDATED GUIDANCE DOCUMENTS FOR VMT CALCULATIONS

Fehr & Peers will develop guidelines and other materials to document VMT calculation approaches that can be used by City staff. Fehr & Peers will include the development of model traffic study guidelines that the City can incorporate into its existing guidelines.

VIEW OUR "WHAT IS VMT?"
VIDEO HERE: [HTTPS://YOUTU.BE/UE4TJITVDJ8](https://youtu.be/UE4TJITVDJ8)



Fehr & Peers will provide updated guidance that considers the latest OPR Technical Advisory plus additional suggested practices based on expectations established by the CEQA statute, guidelines, and case law.

Task 4 Deliverables:

- Draft and Final VMT Thresholds and Methodology Memorandum (see Task 3; suggest that information related to Task 3 and 4 is contained in a comprehensive document since thresholds and methodology will be developed in tandem)

TASK 5. VMT FORECASTING TOOL

TASK 5.1 REVIEW AVAILABLE VMT FORECASTING TOOLS

Fehr & Peers will review a minimum of three (3) available VMT forecasting tools that can be easily implemented for small, medium, and large sized projects and modified for use in the City. Fehr & Peers will include previous research on multiple VMT estimation tool reviews for other projects.

TASK 5.2 DEVELOP TAILORED VMT FORECASTING TOOL

Fehr & Peers will develop a tailored VMT forecasting tool for the City, using localized data on travel behavior where appropriate. Fehr & Peers will develop a customized VMT forecasting tool for land use projects in the City that is sensitive to the local land use and travel behavior context. The tool shall provide a map-based screening option, produce project generated VMT forecasts, and include a Transporta-

tion Demand Management (TDM) mitigation option. Fehr & Peers will present multiple concepts for a tool that best fits the needs of the City.

TASK 5.3 DOCUMENTATION

After completing Task 5.2, Fehr & Peers will be responsible for documenting the localized tool and producing a user manual for use by City staff.

Task 5 Deliverables:

- Draft and Final VMT Forecasting Tool Options Memorandum
- Draft and Final Tool Package (web-map for screening and Excel based calculator)
- Draft and Final Tool Documentation
- Draft and Final Tool User Manual

TASK 6. VMT MITIGATION ANALYSIS

TASK 6.1 REVIEW AVAILABLE VMT MITIGATION APPROACHES

Fehr & Peers will review available data on strategies to reduce VMT, with a focus on those most applicable to the City and will document a minimum of seven (7) mitigation measures. Fehr & Peers will use past work related to the overhaul of VMT reduction strategies contained in the CAPCOA document entitled, "Quantifying Greenhouse Gas Mitigation Measures" (to be included in the Air Resources Board Zero Carbon Buildings project) to identify the most effective strategies for the City.

15+

Proprietary tools developed for use on projects

25+

Travel models developed and applied for SB 743 implementation projects using VMT analysis in California

30+

Custom tools developed for our clients

You can find out more about the full range of custom tools projects we've developed here:

<http://www.fehrandpeers.com/data-science-custom-tools-projects/>

TASK 6.2 IDENTIFY FIVE (5) HIGH PRIORITY VMT MITIGATION APPROACHES

Using data from Task 6.1, Fehr & Peers will prioritize potential VMT reduction strategies, focusing on those that are applicable to common projects in the City, those supported by other City policies, and those with the highest level of VMT reduction.

TASK 6.3 DEVELOP LOCALIZED QUANTIFICATION METHODOLOGY FOR THESE APPROACHES

Fehr & Peers will identify methodologies and approaches to quantify VMT reductions associated with these high priority items with the highest level of VMT reductions (identified in Task 6.2).

Task 6 Deliverables:

- Preliminary Draft Mitigation Memorandum documenting a minimum of seven (7) and up to ten (10) applicable VMT mitigation measures
- Draft and Final Technical Memorandum documenting five (5) high priority VMT reduction measures with calculation instructions (these will be included in the Excel tool developed in Task 5)
- Draft and Final TIA, if applicable

TASK 7. VMT MITIGATION PROGRAM

TASK 7.1 RECOMMEND APPROACHES TO MITIGATION

Fehr & Peers will develop recommendations on how to integrate the mitigation measures into existing City programs. Fehr & Peers will include information about how impact fee programs can be modified to add a VMT reduction nexus.

Task 7 Deliverables:

- Draft and Final VMT Mitigation Program Memorandum discussing VMT fee programs and identifying how mitigation measures can be incorporated into existing City programs

Will disruptive trends influence SB 743 implementation?

Forecasting VMT involves uncertainty,

Land use and transportation network decisions are a small part of future VMT. Disruptive mobility trends including internet shopping and autonomous vehicles (AVs) will have a much larger influence on VMT.

and understanding potential risks.

Including the influence of disruptive trends on VMT is essential when selecting analysis methods and especially in setting impact thresholds. Agencies have a risk of setting unattainable expectations for VMT reduction without first considering how VMT is likely to change due to disruptive forces beyond their control.

Analyzing disruptive trends can help.

Fehr & Peers has developed the [TrendLab+ tool](#) and [AV modeling tests](#) to quickly assess the potential effects of disruptive trends on VMT. This is an essential starting point for any agency making decisions about VMT analysis methods and impact thresholds identify areas for improvement.

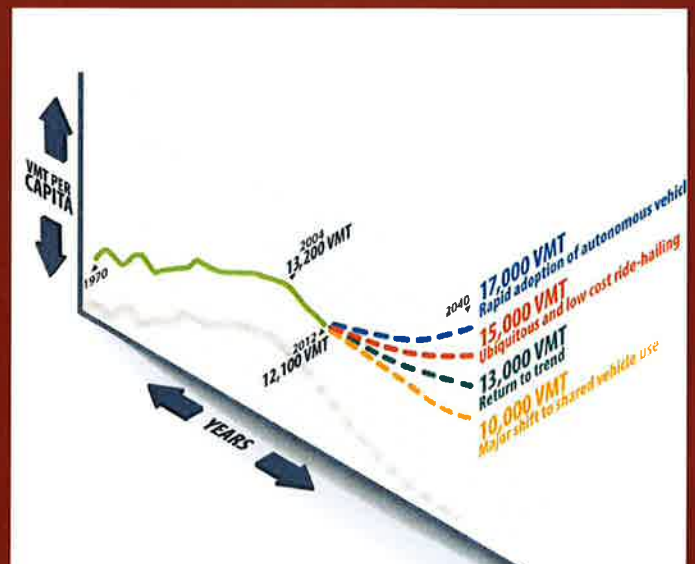


EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$174,823.98 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.

Tasks	Fehr & Peers						Labor Hours	Direct Labor Costs	Labor Overhead	Fee	Direct Costs	Subtotal	Total Labor Hours	Total Costs
	Katy Cole, PE, Project Manager	Jason Pack, PE, Principal-in-Charge	Ron Milam, Technical Expert	Andrew Scher/ Madison Roberts, Project Engineer/ Planner	Jinghua Xu, Modeling Expert	Project Support (GIS, Admin, Graphics)								
	\$73.56	\$87.50	\$111.06	\$37.02	\$63.46	\$36.06			171.91%	10.00%				
Task 0 - Confirm Scope and Deliverables														
0.0 Confirm Scope and Deliverables	8	2	0	0	0	0	8	\$616.36	\$1,059.58	\$187.59	\$130.00	\$1,973.54	8	\$1,973.54
Task 1 - Project Coordination and Administration														
1.1 Project Kickoff Meeting	6	4	0	6	0	0	16	\$1,013.48	\$1,742.27	\$275.58	\$210.00	\$3,241.33	16	\$3,241.33
1.2 Project Monitoring and Contract Management	74	16	4	38	0	18	150	\$9,343.52	\$16,087.45	\$2,540.60	\$1,960.00	\$29,906.56	150	\$29,906.56
1.3 Subcommittee Meetings, Planning Commission Meetings, City Council Meetings	60	32	0	70	0	0	162	\$9,805.00	\$16,955.78	\$2,666.08	\$2,050.00	\$31,376.85	162	\$31,376.85
Task 2 - Baseline VMT Data														
2.1 Review Data from SLAG and Riverside County Traffic Analysis Model (RIVIAM)	6	2	0	12	8	0	28	\$1,568.28	\$2,696.03	\$426.43	\$330.00	\$5,020.74	28	\$5,020.74
2.2 Draft Jurisdictional VMT Data	8	2	4	20	8	0	40	\$2,308.88	\$3,968.85	\$637.75	\$480.00	\$7,385.28	40	\$7,385.28
2.3 Recommend City Document	8	2	0	8	0	0	16	\$912.52	\$1,568.71	\$248.12	\$190.00	\$2,919.36	16	\$2,919.36
2.4 Final Jurisdictional VMT Data	8	2	0	8	0	0	16	\$912.52	\$1,568.71	\$248.12	\$190.00	\$2,919.36	16	\$2,919.36
Task 3 - Potential VMT Thresholds														
3.1 Review Available VMT Thresholds	4	2	2	4	0	0	12	\$836.44	\$1,443.08	\$228.25	\$180.00	\$2,690.77	12	\$2,690.77
3.2 Develop Alternative Thresholds	6	2	2	30	18	0	58	\$3,091.36	\$5,314.36	\$840.57	\$650.00	\$9,896.29	58	\$9,896.29
3.3 Evaluate Thresholds	4	0	0	18	4	0	26	\$1,214.44	\$2,087.74	\$330.22	\$250.00	\$3,882.40	26	\$3,882.40
3.4 Recommend Thresholds	4	2	0	4	2	0	12	\$744.24	\$1,279.42	\$202.37	\$160.00	\$2,386.03	12	\$2,386.03
3.5 Prepare VMT Threshold Guidance Documents	4	2	0	6	0	0	12	\$691.36	\$1,188.52	\$187.99	\$140.00	\$2,207.86	12	\$2,207.86
Task 4 - Develop VMT Methodologies (developed in tandem with Task 3)														
4.1 Identify Potential VMT Calculation Methodologies	4	2	2	6	12	0	28	\$1,675.00	\$2,879.49	\$455.45	\$350.00	\$5,359.94	28	\$5,359.94
4.2 Review and Test VMT Calculation Methodologies for Example Projects	4	0	0	12	12	0	28	\$1,500.00	\$2,578.65	\$407.87	\$310.00	\$4,796.52	28	\$4,796.52
4.3 Recommend VMT Methodologies	4	0	0	4	4	0	12	\$696.16	\$1,186.77	\$189.29	\$150.00	\$2,232.22	12	\$2,232.22
4.4 Prepare Updated Guidance Documents for VMT Calculations	4	2	2	6	0	2	16	\$985.60	\$1,694.34	\$287.99	\$210.00	\$3,157.94	16	\$3,157.94
Task 5 - VMT Forecasting Tool														
5.1 Review Available VMT Forecasting Tools	4	2	6	10	0	0	22	\$1,505.80	\$2,588.62	\$409.44	\$320.00	\$4,823.86	22	\$4,823.86
5.2 Develop Tailored VMT Forecasting Tool	30	6	8	160	28	38	266	\$12,396.40	\$21,310.65	\$3,370.71	\$2,600.00	\$39,677.76	266	\$39,677.76
5.3 Documentation	4	2	0	16	5	8	33	\$1,595.22	\$2,742.34	\$433.76	\$330.00	\$5,101.32	33	\$5,101.32
Task 6 - VMT Mitigation Analysis														
6.1 Review available VMT Mitigation Approaches	4	2	2	14	0	0	22	\$1,209.64	\$2,079.49	\$328.91	\$250.00	\$3,868.05	22	\$3,868.05
6.2 Identify Five (5) High Priority VMT Mitigation Approaches	4	2	0	14	0	0	20	\$987.52	\$1,697.65	\$288.52	\$210.00	\$3,163.69	20	\$3,163.69
6.3 Develop Localized Quantification Methodology for These Approaches	6	4	0	22	0	0	32	\$1,605.80	\$2,760.53	\$436.63	\$340.00	\$5,142.96	32	\$5,142.96
Task 7 - VMT Mitigation Program														
7.1 Recommend Approaches to Mitigation	4	2	2	12	0	0	20	\$1,135.60	\$1,952.21	\$308.78	\$240.00	\$3,636.59	20	\$3,636.59
Total for all Tasks	250	88	30	452	101	62	891	\$54,628.92	\$93,805.87	\$14,853.09	\$11,448.78	\$174,732.51	891	\$174,732.51

Notes:

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee. All other direct and subconsultant expenses are billed with 10% handling fee.

Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor.

Rates and staff are subject to change at any time, without notice, and within the total budget shown.