

# **REQUEST FOR PROPOSALS (RFP) #24-012**

## **PACIFIC ELECTRIC TRAIL**

## **ENGINEERING DESIGN SERVICES**

### **PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO AND**

**ALTA PLANNING + DESIGN, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 9<sup>th</sup> day of April, 2024, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and Alta Planning + Design, Inc., ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

### **RECITALS**

A. City has sought, by Request for Proposals No. 24-012, the performance of professional services related to Pacific Electric Trail Engineering Design Services, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposals for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, the City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE 1. SERVICES OF CONSULTANT**

### **1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with Pacific Electric Trail Engineering Design Services, and as specified in the "Scope of Services" attached hereto as Exhibit

**A** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant warrants that all practices and procedures, workmanship and materials shall be consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time (Standard of Care).

### **1.2 Consultant's Proposal.**

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals No. 24-012; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's proposal, and/or this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.4 Licenses, Permits, Fees, and Assessments.**

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

### **1.5 Familiarity with Work.**

By executing this Agreement, Consultant represents that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that

Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall promptly inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

### **1.6 Care of Work.**

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

### **1.7 Prevailing Wages.**

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

### **1.8 Further Responsibilities of Parties.**

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

## **1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Cost/Rate Schedule" attached hereto as **Exhibit "B"** and incorporated herein by this reference. For the Initial Phase of Services (Pre-Construction), upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **nine hundred and three thousand eight hundred and thirty-eight dollars (\$903,838)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City shall cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

### **2.5 No Waiver.**

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement within 180 calendar days. Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services. **The City is targeting final PS&E to be achieved and submitted to the City within 180 calendar days upon receiving the Notice to Proceed.**

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 24-012, (the "Project").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

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Brett Hondrop

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CEO

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Steven Frieson

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COO, Vice President

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder

shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or

if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to the negligent services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

All of the above policies of insurance except (b) & (d) shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation

date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, subcontractors, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or

failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and reasonable attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, reasonable legal costs and reasonable attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### **5.4 Sufficiency of Insurer or Surety.**

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

## **5.5 Verification of Coverage.**

Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Rialto or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

- A. "The City of Rialto, its officials, employees, and agents are named as an additional insured..." ("as respects City of Rialto Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).
- B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Rialto Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).
- C. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.
- D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Rialto shall be named the certificate holder on the policies except for any Professional Liability or Worker's Compensation/Employer Liability policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this

Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such

information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) 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. City retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in

which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3      Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### **7.4      Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5      Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

### **7.6 Legal Action.**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

### **7.8 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

## 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

## **9.1 Facilities and Equipment.**

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

## 9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

### **9.3 Notices.**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto  
150 S. Palm Ave.  
Rialto, CA 92376  
Attn: City Manager

Tel: (909) 820-2525  
Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP  
1770 Iowa Avenue, Suite 240  
Riverside, CA 92507  
Attn: Eric S. Vail, City Attorney  
Tel: (951) 788-0100  
Fax: (951) 788-5785

If to Consultant: Alta Planning + Design, Inc.  
617 W. 7<sup>th</sup> Street, Suite 1103  
Los Angeles, CA 90017  
Attn: Steven Frieson  
Tel: (213) 489-7443  
Email: stevenfrieson@altago.com

Either Party may change its address by notifying the other Party of the change of address in writing.

#### **9.4 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **9.5 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.6 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **9.7 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Agreement on the date first written above.

**CITY:**

**CITY OF RIALTO, a municipal corporation**

By: \_\_\_\_\_  
David Carmany, City Manager

**CONSULTANT:**

**ALTA PLANNING + DESIGN, INC.**

By: \_\_\_\_\_  
Brett Hondrop, CEO

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Steven Frieson, COO, VP

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

**\*\*Two signatures are required if a corporation\*\***

**EXHIBIT “A”**

**SCOPE OF SERVICES**

Consultant shall provide professional engineering design services. Specifically, Consultant shall provide those services as outlined in its proposal dated (February 29, 2024 Proposal), included on the following pages.

# C. Understanding Engineering Design Methodology

## Project Understanding

The original Pacific Electric Inland Empire Trail (PEIET) Master Plan (2001) focused on the opportunities presented by the 'Rails With Trails' and 'Rails To Trails' concepts, specifically the usage of railroad right-of-way as a shared corridor for bicycle and pedestrian recreation and commuting activities. These rights of way are desirable from a bicycle rider's standpoint as they offer modest to flat grades, opportunities for rest and shade areas, and are separated from motor vehicle traffic except at specific street crossings. They also provide a safe and peaceful environment for people to walk, jog, and exercise.

The constructed PEIET segments west of Rialto, as well as the existing segment within western Rialto that terminates at Cactus Avenue, do not have adjacent active rail operations. Until recently, the proposed Pacific Electric Trail Expansion corridor from Cactus Avenue to Pepper Avenue contained an active UPRR line that served the Orange County Lumber Yard. The lumber yard is now vacant and the related rail service terminated, removing one of the major challenges to completion of the 21-mile PEIET as conceived in the Pacific Electric Inland Empire Trail Master Plan.

Alta prepared a feasibility study in January 2022 that established the opportunities, constraints, and ultimately, the foundation and guidance for the design of this remaining PEIET segment. Our study showed that enhanced intersection crossing treatments could provide safety for pedestrians and cyclists at controlled and uncontrolled crossing locations. We investigated opportunities to improve safety at the trail crossings through potential crosswalk visibility enhanced countermeasures such as improved lighting, high visibility crosswalks, advanced warning signs, and parking restrictions. We identified the opportunity to include wayfinding improvements, such as points of interest and directional signage, to enhance connectivity between the corridor and the adjacent community.

In addition to these improvements, we foresaw opportunities for the design to include amenities such as benches, bicycle racks, wayfinding/informational signs, trash cans, hydration stations, and other similar items. A trailhead will be designed for the western limit of the project at Cactus, an amenity that will provide an opportunity for displaying interpretive information about the trail and its roots in the citrus industry, as well provide parking area location to support a mode-shift from automobiles to cycling and walking.

In the following sections of this proposal we lay out the design preparation and approval process, inclusive of environmental and right-of-way clearance and permitting requirements, that will allow the City of Rialto to efficiently and economically construct this last segment of the PEIET!

## Scope of Work

The following represents an overall approach based on our current understanding of the project and Alta's experience from successfully completing similar assignments.

### Task 1: Project Management

#### Task 1.1 Project Management and Administration

Vincent Hellens, Alta's Project Manager, will be dedicated to the project and direct the activities of the project team, including subconsultants, throughout the duration of the project. He will produce agendas and minutes for, and conduct, the Project Delivery Team (PDT) meetings as well as produce biweekly reports detailing progress updates. He will also prepare monthly invoices, status reports and project schedule updates for submission to the City's project manager.

Alta will hold PDT Meetings monthly maintain a running meeting agenda that includes minutes, and a summary of action items to keep the project on track. At the kick-off meeting, we will work with the City to identify a core group of decision makers who will attend regularly and those who will be pulled in during specific phases

only. These may include stakeholders such as the San Bernardino County Transportation Authority (SBCTA), Rialto Police Department, Rialto Unified School District, and utility companies who might be impacted by the improvements.

The timing of PDT meetings will coincide with submittals to provide more than just a regular check-in on the project status and schedule, but an opportunity for the City and the Alta Team to verbally discuss City comments and concerns on deliverables.

### **Task 1.2 Quality Assurance/Quality Control**

The Alta Quality Assurance program (AQUA) is our approach to providing services and developing deliverables that satisfy client requirements in a systematic, and reliable way. Our goal is to achieve the highest level of "Alta Quality" on everything we do. AQUA includes a three-tiered review process that records the originator, checker, back-checker, and verifier of each document that goes out the door. The AQUA process will include adherence to the City's Public Works Plan Check Submittal guidelines.

Each submittal will be reviewed by personnel not directly involved with the project to see that quality standards and conformance to City standards are met. We utilize senior level staff for all submittal reviews and clearly communicate project requirements to the entire project team so all team members understand project expectations.

### **Task 1 Deliverables**

Facilitation of project kick-off meeting with the City, monthly progress reports and invoices, monthly project schedule updates, plan check submittal checklist/ QC plan, and comment matrices for various submittals.

## **Task 2: Engineering Design Services (PS&E)**

### **Task 2.1 Existing Design Services**

The Alta Team will visit the site and determine existing site conditions. Alta will be supported by Converse who will make note of any new staining, concrete and/or asphalt debris piles, or any other potential hazardous materials on site. In addition, we will mark boring locations and contact Underground Service Alert. The boring locations will be marked at least three (3) business days in advance of the field activities. As the final design plan develops, Alta will perform site visits to physically confirm proposed improvements against all topographic features and utilities within the project.

### **Task 2.2 Drainage Study**

The Alta Team will prepare a limited Hydrology/Water Quality Memorandum that follows the San Bernardino County Hydrology Manual (including the 2010 Addendum) and identifies mitigation opportunities for water quality impacts. We will delineate drainage areas along the Class I bike path. Using the generated drainage areas, we will utilize a rational and unit hydrograph method analysis per County requirements to input parameters for each individual drainage area delineated (area, flow path, slope, rainfall depth, percent impervious, soil type). The results will be tabulated for the 85th Percentile, 24-hour storm event determined as the maximum capture storm water volume for the area from the formula recommended in Urban Runoff Quality Management. A suite of Low Impact Development (LID) Best Management Practice (BMP) options will be considered for possible implementation. Our team will calculate the total BMP footprint/volume required to capture the 85th percentile, 24-hour storm event for each delineated drainage area. The assumptions of the cross-sectional depths will be provided in a table (ponding depth, soil media depth, and underdrain depth, if applicable). This memorandum will also discuss potential landscape treatments for the corridor.

### **Task 2.3 Surveying Services**

The Alta Team, with assistance from Psomas, will conduct a focused conventional topographic design survey specifically at intersecting streets to align with the aerial survey conducted in February 2021.

#### **RESEARCH**

Cadastral research within City of Rialto, and the County of San Bernardino will be performed to find existing centerline, right-of-way and property line information to support the establishment of the Right-of-way Base Map.

#### **SURVEY CONTROL**

The Alta Team will recover and verify the Horizontal and Vertical project control that was established during the Feasibility phase of the project. Horizontal control is California State Plan Coordinates, NAD83, Zone V. Vertical control is tied to City of Rialto benchmark 001-88.

#### **TOPOGRAPHIC SURVEY**

Visible surface site utilities were located during the Feasibility Phase of the project. The Alta Team will walk the corridor and verify that all visible surface utilities have been located. We will perform cross sections on all intersecting streets. Limits of cross sections will be back

of sidewalk to back of sidewalk extending 100' northerly and southerly from the centerline of the corridor. The survey will include the following streets include Cactus Ave, Lilac Ave., Willow Ave., Palm Ave., Orange Ave., Riverside Ave., Olive Ave., Date Ave., Sycamore Ave., Acacia Ave., Eucalyptus Ave. and Pepper Ave. The digital terrain model (DTM) for these intersections will be merged with the DTM from the aerial survey that was performed during the Feasibility phase of the project.

In addition, the Alta Team will locate manholes within the above described cross section limits. Invert elevations will be obtained within these manholes. For budgeting purposes, we are estimating two manholes per intersection, a total of twenty-four (24). Where access permits, we will also collect invert elevations of the catch basins within the project limits. Within the Pacific Electric Trail corridor, the Alta Team will locate all fences and gates.

### RIGHT-OF-WAY BASE MAP

The Alta Team has already performed some right-of-way and boundary survey and analysis for the feasibility phase of the project. We will review the current analysis and make any needed adjustments to the current right-of-way base mapping. If needed, additional field work may be required. The Alta Team will also acquire seventeen (17) title reports on the affected parcels. Title reports will be reviewed and all easements and encumbrances will be plotted.

### Task 2.4 Utility Coordination and Relocation

Alta, with support from EPIC, will lead the utility coordination efforts and request maps and records from utility owners with facilities within the project limits.

### UPDATED UTILITY RESEARCH

The Alta Team will update utility identification data collected as part of the PE Trail feasibility study phase and issuing a Facility Map Request (FMR) letter to utility owners without a recorded response to the data collection request made for the feasibility study phase. We will utilize the collected facility maps and/or 'as-built' plans for compilation of the build alternative(s) Utility Exhibit. Preliminary research shows up to nine (9) utility owners with facilities in the project limits, as initially verified during the feasibility study phase:

	Utility Owner	Facility Type
1	City of Rialto	Potable Water & Sanitary Sewer
2	West Valley Water District (WVWD)	Potable Water
3	AT&T	OH & UG Communications
4	Charter / Spectrum (CCI/CHTR)	OH & UG Communications
5	MCI	OH & UG Communications
6	Lumen	OH & UG Communications
7	Sprint	OH & UG Communications
8	Southern California Edison (SCE)	OG & UG Electric Transmission, Distribution & Telecom
9	Southern California Gas (SCG)	Distribution GLs

### PRELIMINARY UTILITY PLANS (50% PS&E)

The Alta Team will utilize the collected facility maps and/or 'as-built' plans to develop the preliminary Utility Plan. Once a preliminary Utility Plan has been compiled, we issue a Utility Verification Letter (UVL) to the utility owners for the owner's review for correctness of the description and depiction of the utility facilities delineated on the preliminary Utility Plan.

### UTILITY COORDINATION AND UTILITY PLAN SHEETS

To support the 50% design level, the Alta Team will prepare and issue the Relocation Claim Letter (RCL) to each utility owner in conflict. Utility relocations are not expected at this time, but we will verify this early in the 50% design phase. We will collect the Utility Relocation Plans from each utility owner and plot utility conflicts in AutoCad to develop the project Utility Plan. Once the final Utility Relocation Plans are approved, the Alta Team will prepare the Notice to Owner (NTO) for approval and issue the NTO to utility owners in franchise. For any utility owners not in franchise, we will coordinate with the affected utility owner and City to develop any necessary Utility Agreements (UA). Once any necessary UAs have been approved and executed, the Alta Team will issue NTOs to those utility owners. If utility relocations cannot be completed prior to construction, then utility owners' relocation work will need to be coordinated with the project staging plan and performed concurrently with construction. It is the responsibility of the utility owner to

obtain all Local Public Agency (LPA) permits necessary for any relocation. We can assist utility owners as necessary to obtain LPA permits. The Alta Team will provide Right-of-way and Utility Coordination services in accordance with Caltrans Right-of-Way Manual (ROW-M) and the Local Assistance Procedures Manual (LAPM) standards.

## UTILITY INVESTIGATION POTHOLE PLAN AND COORDINATION

The Alta Team will coordinate with the City to develop a pothole plan that clearly delineates the information required to effectively evaluate any potential conflicts with construction and to facilitate development of utility relocations plans for any utility facilities potentially affected by the proposed project construction. The Alta Team will coordinate required potholing services for the project. We will assist with obtaining required Local Public Agency (LPA) permits as necessary.

## CALTRANS UTILITY CERTIFICATION (UTILITIES ONLY)

All federally funded projects require Caltrans Right-of-way Certification. EPIC is prepared to obtain utility certification documenting that utility interests have been secured and that all utility coordination activities were conducted in accordance with the applicable policies and procedures. During this process, EPIC will coordinate and attend certification planning activities and meet with the City, project partners and stakeholders to determine project requirements. We will prepare the utility Liability Package that will include the Report of Investigation form and compilation of the necessary backup documents. The Liability Package can include signed approved relocation plans, owner's liability claim letter, owner's estimate of cost, copy of the proposed Utility Agreement, a copy of the proposed Notice to Owner, and any other relevant supporting documents. The Alta Team will evaluate utility submittals for correctness and consistency prior to Caltrans review and approval as part of the project ROW certification process.

## Task 2.5 Railroad Coordination

The Alta Team will facilitate coordination between the City, San Bernardino County Transportation Authority (SBCTA), and Union Pacific Railroad (UPRR), as needed, to obtain any necessary permits or agreements (including, but not limited to, joint use agreements, licenses, and/or encroachment permits) for the City to construct the trail facility within the defunct rail right-of-way owned by SBCTA. The Alta Team will coordinate with the City and SBCTA to initiate or

continue discussions regarding the types of permission that will be required for the City to construct the project. SBCTA is expected to request a review of the proposed facility designs and will likely provide comments on the proposed design before approval.

## Task 2.6 Geotechnical Exploration and Reporting

The Alta Team, supported by Converse will perform geotechnical investigation to identify structural sections for the trail and infiltration rates to design low impact development facilities.

### PERCOLATION TESTS

As discussed, each boring will be prepared for percolation testing. A 2-inch diameter perforated plastic pipe will be installed inside each boring. Pea gravel filter pack will be poured down the center of the auger while withdrawing the auger to surround the pipe casing and the whole bottom with the gravel filter pack. Water will be added to the bore hole until the water level is as near the ground surface as could be achieved and allowed to pre-soak.

### PRE-SOAKING

Pre-soaking will be done by placing a 5-gallon bottle over the hole of clear water so that water flow into the hole holds constant at a level at least 5 times the hole's radius above the gravel at the bottom of the hole. Testing will commence after all the water has percolated through the test hole or after 15 hours has elapsed since initiating the pre-soak. However, to assume saturated conditions, we will commence testing no later than 26 hours after all pre-soak has percolated through the test hole.

### TEST PROCEDURE

The test holes will be carefully filled with water to a depth equal to at least five times the hole's radius above the gravel prior to each test interval. In sandy soils, when two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test will be run for an additional hour with measurements taken every 10 minutes. Measurements will be taken with a precision of 0.25 inches or better. The drop that occurs during the final 10 minutes will be used to calculate the percolation rate. Our field data will include the two (2) 25-minute and the six (6) 10-minute readings. In non-sandy soils we will obtain at least 12 measurements per hole over at least 6 hours with a precision of 0.25 inches or better. From a fixed reference point, we will measure a drop in water level over a 30-minute period for at least six hours, refilling every 30-minute reading. The total depth of the hole will be measured at every reading to verify that the collapse of the borehole has not occurred. The drop that occurs during the final reading

will be used to calculate the percolation rate. Attempts will be made to remove the pipe from the borings. If attempts fail, the pipes will be abandoned in place and the hole backfilled with soil cutting.

## LABORATORY TESTING

The laboratory testing program will depend upon the type of soil encountered during our field exploration and the quality of samples obtained. Laboratory tests will include, but may not be limited to, the following:

- In place moisture and density
- R-value
- Expansion index
- Sieve analysis
- Laboratory maximum density

## REPORT PREPARATION

Data obtained from the exploratory borings and the laboratory testing program will be evaluated. A report will be prepared which will include the following items: Project Description, Site Description, Discussion on the field procedure used in the investigation, a discussion of the materials encountered in the borings and their measured engineering properties, logs of the exploratory borings summarizing the subsurface conditions encountered, and a plan indicating the locations of the explorations, depth to groundwater (if encountered) and its impact on the proposed development, discussion on the laboratory tests result, water infiltration rate at each boring location, asphalt concrete pavement section based on Traffic index ranging from 5 to 8, street subgrade preparation recommendation, shrinkage and subsidence coefficients, and excavatability of site soils

## Task 2.7 Public Outreach Services

Alta will provide public outreach services as described in the RFP to inform the public of the project's progress and status. Alta will use the public outreach materials we created during the PE Trail Feasibility Study as templates to create updated materials for this phase of project. Repurposing the graphics we have already created is not only budget-friendly, but maintains the project's brand identity with the community.

As with the PE Trail Feasibility Study, Alta will create a simple outreach plan that outlines the strategies, resources, and timelines that will be used to meaningfully engage with project stakeholders. At a minimum, the outreach plan will include: the use of post cards to advertise project milestones; updates to the existing project webpage ([www.yourrialto.com/762/](http://www.yourrialto.com/762/)

[Pacific-Electric-Trail](#)); and in-person or virtual public facing engagement activities. For the latter, we intend to employ similar public facing engagement activities as we did during the PE Trail Feasibility Study, namely, pop-up tablings at Rialto's Farmers Market and/or other community events. All public-facing materials and activities will be provided in English and Spanish.

## Task 2.8 Engineering Design Services

The Alta Team will perform the engineering design services of the approved preliminary 30% concept plans prepared in the Pacific Electric Expansion feasibility study from January 2022. The design of the Class I Multi-Use Trail including trailhead/parking lot improvements, pedestrian improvements, traffic signal improvements, signing and striping improvements, and drainage improvements. All will be in accordance with the City of Rialto Standard Plans, supplemented by the "Greenbook" Standard Specification for Public Works Construction, Caltrans Standard Plans and Specifications, Caltrans Highway Design Manual (HDM) Chapter 1000 "Bicycle Transportation Design", Americans with Disabilities Act (ADA)/ PROWAG Regulations, California Manual on Uniform Traffic Control Devices (CA MUTCD), NACTO (National Association of City Transportation Officials) Urban Street Design, San Bernardino County Transportation Authority (SBCTA), and San Bernardino County standard plans. The 50%, 90%, and 100% improvement plans will identify limits of improvements, including the replacement of curb and gutter, sidewalk, driveway, ADA non-compliant curb ramps to be upgraded, pavement rehabilitation



*Alta staff conducting outreach for the Feasibility Phase of the PE Trail project in Rialto, CA.*

requirements, limits of removals (including hazmat railroad ties), landscape, and irrigation improvements, trail amenities, pedestrian scale solar lighting, interpretive signs, and traffic signal improvements. The plans will have all necessary dimensions, layouts, and construction notes necessary to properly construct the Pacific Electric Trail improvements.

Restoration of private property landscaping and retrofitting of the existing irrigation lines shall be included where required. Enlarged details will be included for non-standard construction items, irrigation details, irrigation schematics, control details, plant, and tree palette, etc. Detailed planting plans will be prepared at a scale of 1" = 10' for landscape areas requiring specifically detailed planting design, such as parklets. It is anticipated that up to four such areas may exist within the corridor. Planting plans for stormwater bioswale systems will be provided via details, with a typical planting arrangement for bio-swale areas, and accent plantings as space allows. Details will be prepared at 1" = 10' scale, and will include soil type and depth, energy dissipators, and planting material appropriate for areas within the bio-swale based upon anticipated inundation.

It is anticipated the proposed design plans will include the plan sheets:

No.	Sheet Description	# of Sheets	Scale
1.	Title Sheet	1	-
2.	General Notes and Legend	1	-
3.	Typical Sections	1	-
4.	Demolition Sheets (including haz-mat railroad ties removal)	Up to 16	1" = 20' (dual panel)
5.	Plan and Profile Layout Sheets (including proposed contours)	Up to 32	1" = 20'
6.	Signing and Striping Plans	Up to 16	1" = 20' (dual panel)
7.	Parking Layout and Grading Sheets	Up to 2	1" = 10'
8.	Civil Curb Ramp and Driveway Details	Up to 7	1" = 10'
9.	Drainage Plans and Details	Up to 4	1" = 5'
10.	Civil Details	Up to 2	-

No.	Sheet Description	# of Sheets	Scale
11.	Traffic Signal Plans (Cactus Avenue)	Up to 1	1" = 20'
12.	HAWK Signal Plans (Riverside Avenue)	Up to 1	1" = 20'
13.	Traffic Signal Notes and Details	Up to 2	-
14.	Pedestrian Scale Solar Lighting Plans	Up to 16	1" = 20' (dual panel)
15.	Interpretive Sign Details	Up to 2	-
16.	Irrigation Legend and Notes	1	-
17.	Irrigation Plans and Details	Up to 16	1" = 20' (dual panel)
18.	Planting Legend and Notes	1	-
19.	Planting Plans and Details	Up to 16	1" = 20' (dual panel)
20.	Amenities Plans and Details	Up to 6	-
<b>Total</b>		<b>144</b>	

The Alta Team will prepare technical specifications, Notice Inviting Bids, and Special Provisions using the City's boilerplate template. The specifications will be submitted along with the plans to the City at the 90% and 100% submittals for approval. The 50% submittal will include an outline only of the technical specifications. The team will also prepare any special provisions relating to our design work, if needed. All the traffic engineering design will conform to the Caltrans standard specifications and standard plans, while all the roadway improvement design will conform to City of Rialto Standard Plans supplemented by the "Greenbook" Standard Plans and Specifications for Public Works Construction.

The Alta Team will prepare itemized probable construction cost estimates for elements of the trail and street improvements at each submittal phase, including but not limited to the path itself, landscape materials, trail amenities, traffic control improvements, pavement materials, and bus amenities. Additionally, costs related to trail crossing, storm drain improvements, and unique staging and permit requirements set forth by approving agencies will be factored in. The estimates will provide

quantities and unit costs, supported by necessary backup information. To establish unit prices, Alta will utilize its compendium of recent bid results in Southern California. In preparation for the 100% submittal, Alta will create a final contract item list (bid sheet) encompassing all work items depicted on the plans.

## Task 2 Deliverables

Merged aerial mapping with conventional topographic mapping in AutoCAD (2D/ 3D), boundary survey in AutoCAD, utility matrix, utility basefile in AutoCAD, as-needed pothole report, Caltrans Utility Certification Liability Package, as-built research documentation, Coordination between the City, SBCTA, and UPRR to obtain any necessary permits or agreements as needed, draft and final hydrology/BMP memorandum, draft and final geotechnical report, public outreach plan, outreach materials, photos, agendas, non-infrastructure memos, one electronic scalable digital PDF file of the 50% design plans, specifications (outline only), estimate, 90% PS&E; and 100% PS&E.

## Task 3: Permitting and Environmental (PA/ED)

The Alta Team will be supported by Sapphos Environmental, Inc. (SEI) and Converse who will prepare environmental compliance documentation evaluating in accordance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the Phase II Environmental Site Assessment.

### Task 3.1 Limited Phase II Environmental Site Assessment (ESA)

The Alta Team will follow the standard practices of the American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM E1903-19). The purpose of conducting the Limited Phase II ESA in accordance with ASTM E1903-19 is to acquire and evaluate information sufficient to achieve the Phase II ESA objectives. The objectives of this Phase II ESA are to:

1. Evaluate the subject site for potential impacts from the historical use of the property as a railroad easement, and potential impacts related to adjacent properties.
2. Evaluate debris piles noted on the Site for the presence of asbestos and/or lead-based paint.

3. Identify if potential target analytes are present at concentrations greater than a threshold criteria.

## FIELD ACTIVITIES

The Alta Team is proposing to advance 20 soil borings at the Site to depths of 5-feet below ground surface (bgs) to assess for potential impacts related to the historical railroad easement and railroad switches. The number of borings is based on roughly 500-foot spacing and includes borings proposed along railroad easement boundaries to address potential impacts from adjacent properties.

Soil samples will be collected from depths of two and five-feet with a direct push rig (Geoprobe®) in brass or acetate sleeves. The sleeves will be sealed with Teflon and capped with polyethylene caps, labeled, and placed on ice for transport to a California-certified laboratory. Converse will observe standard Environmental Protection Agency (EPA) sample collection and handling the presence of VOCs using a photo ionization detector (PID). Soil samples for VOC analysis will be collected in accordance with EPA Method 5035 using disposable EnCore samplers.

Sampling and other downhole equipment will be cleaned with a phosphate-free cleanser followed by successive tap water and deionized water rinses prior to first use on-site, between sample intervals, and between borings to minimize the potential for cross-contamination. Base on the drilling method proposed, it is not anticipated that any investigative derived waste (IDW) will be generated. Any IDW generated will be removed by the driller.

## LABORATORY ANALYSES

Soil samples will be composited by the laboratory into seven (7) composite samples from each depth for analysis (two [2] samples with two [2] aliquots each, four [4] samples with three [3] aliquots each, and one [1] sample with four [4] aliquots). A total of 14 samples will be analyzed in general accordance with the following EPA Methods:

- EPA Method 8015M for Total Petroleum Hydrocarbons (TPH) as Carbon Chain (TPH-cc)
- EPA Method 6010B/7471A and 6020 for Title 22 (CAM 17) Metals. Arsenic and thallium will be analyzed using Method 6020.
- EPA Method 8260B for Volatile Organic Compounds (VOCs)
- EPA Method 8270C SIM for Semi-Volatile Organic Compounds (SVOCs) and Polycyclic Aromatic Hydrocarbons (PAHs)
- EPA Method 8081 for Organochlorine Pesticides (OCPs)
- EPA Method 8082 for Polychlorinated Biphenyls (PCBs)

All samples will be submitted to the state certified laboratory on a normal seven to ten business day turnaround time. Based on the results of the composite samples, the laboratory may be requested to subsequently analyze samples discretely to further evaluate potential contaminants. It has been assumed for budgeting purposes that nine (9) discrete samples may be analyzed.

## REPORT PREPARATION

The results will be presented in a Limited Phase II ESA Report. Included in the report will be a summary of the fieldwork and methodologies, as well as a discussion and summary of the analytical results. We will also present our conclusions and recommendations for further assessment or remedial activities, if any. Copies of boring location maps and logs, summary tables of sample analytical results, and laboratory analytical reports with chain of custody documentation will be provided in the report. Our services will be completed under the responsible charge of a California Professional Geologist (PG) or Professional Engineer (PE).

## HAZARDOUS MATERIALS ASSESSMENTS

During the course of the 2021 ESA, debris piles containing asphalt and concrete were noted on the Site. Should waste piles with asphalt and/or concrete debris be observed during the proposed Site Reconnaissance, asbestos and/or lead-based paint surveys of the materials will be conducted.

### Task 3.2 Technical Reports

The Alta Team supported by Sapphos Environmental, Inc (SEI), will prepare technical reports to support the CEQA/ NEPA clearances and will be completed in accordance with the Caltrans Standard Environmental Reference.

## NATURAL ENVIRONMENT STUDY (NES)/ BIOLOGICAL ASSESSMENT

Based on a preliminary desktop review, the project may provide habitat for nesting birds and other sensitive biological resources. Therefore, a biological assessment survey will be conducted to determine the presence of suitable habitat or the potential presence of special status species. Prior to conducting field work, a complete desktop review will be performed, including a records search within a five-mile radius of the project to determine the potential for state and federally-listed species of special concern and natural communities of concern potentially present at the project site. The Alta Team will also review federal, state, and municipal laws and regulations related to biological resources.

Upon completion of the desktop review, two (2) SEI qualified biologists will conduct a single-day survey to document the existing environment, including surveying for special-status plants and wildlife, possible nesting substrates and evidence of sensitive bird and raptor use, identify and delineate wetlands and other jurisdictional waters, and compiling a flora and fauna compendium. The landcover and natural plant communities present and any suitable habitat and/or sign of special status species observed shall be documented and mapped. Protocol-level surveys for listed species are not anticipated. However, if as a result of the field survey, it is determined that there is potential for special status species occupied habitat, SEI will provide the City with the estimated cost to perform protocol surveys, or the estimated cost of mitigation if presence is assumed rather than conducting protocol surveys.

SEI will prepare a Caltrans Natural Environment Study (NES) that includes the results of the desktop analysis, applicable regulatory framework, baseline environmental conditions within the study area, discussion of natural communities and special status plant and animal species. The NES will also include regulatory determinations, a discussion of impacts to biological resources and recommended avoidance and mitigation measures to reduce or eliminate environmental impacts.

## SECTION 106 DOCUMENTATION

Cultural resources studies will be completed in compliance with Caltrans' Standard Environmental Reference: Volume 2, Cultural Resources and the Local Assistance Procedures Manual. To comply with Section 106 of the National Historic Preservation Act of 1966, as amended, SEI will prepare an Area of Potential Effects (APE) map for review and concurrence by Caltrans District 8. The APE map will include the Area of Direct Impact for archaeological resources and the Area of Indirect Impact for built environment resources. Upon approval of the APE map, SEI will complete a cultural resource record search at the South Central Coastal Information Center; review the California Office of Historic Preservation Built Environment Resource Directory (BERD); request a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC); solicit input from Tribal representatives, local historical societies, and local government agencies; and conduct research to develop a historic context statement. Due to the close proximity of two historical resources, the historic UPRR rail corridor and the Rialto Depot/Station Building, the project possesses sufficient integrity to not be exempt from review pursuant to

Attachment 4 of Caltrans Section 106 Programmatic Agreement. The results of the research and identification efforts will be documented in a Historic Property Survey Report (HPSR), Historical Resources Evaluation Report (HRER), and an Archaeological Survey Report (ASR). It is not anticipated that a Finding of Effort or Memorandum of Agreement will be required.

## TRANSPORTATION AIR QUALITY CONFORMITY FINDINGS CHECKLIST

A Caltrans Transportation Air Quality Conformity Findings (TAQCF) Checklist will be completed to determine whether the project is exempt from conformity per 40 CFR 93.126 or 40 CFR 93.128.

### Task 3.3 Proposed IS/MND

The Alta Team will assume all responsibilities associated with the environmental review process as stipulated in CEQA.

#### IS/MND

The Team will prepare the project description with concurrence from the City to support preparation of the IS. Based on that, we will prepare the CEQA Project Description, formatted to meet all the requirements of CEQA, including the project title, lead agency, primary contact person, project location, project sponsor, General Plan land use designation, zoning, background and existing conditions, a description of the proposed project, statement of goals and objectives of the proposed project, construction scenario, and a list of related projects for analysis of cumulative impacts. The IS/MND will analyze the 20 environmental issue areas in addition to mandatory findings of significance as detailed in Appendix G of the 2024 State CEQA Guidelines. Fieldwork will be conducted including a survey of existing trees within and adjacent to the project site by a biologist, up to 48 hours of baseline noise data collection, and characterization of baseline conditions for the project description and general impact evaluation. The IS/MND will identify whether avoidance measures are best integrated as design elements of the proposed project or as mitigation measures. After incorporation of City comments we will submit one (1) electronic copy in MS Word and PDF of the Public Review IS/Proposed MND to the City for release during a 30-day public review period.

#### CEQA NOTICES

The Alta Team will be responsible for public review noticing and distribution for the Notice of Intent (NOI) to adopt an MND. We will submit one (1) electronic copy in MS Word and PDF of the Screen Check NOI

and Notice of Completion (NOC) to the City for review. Upon receiving comments we will revised and submit the Public Review NOI and NOC. The Alta Team will distribute up to 200 hard copies of the NOI via certified mail to the City's distribution list and post up to two (2) weatherized, poster-sized copies of the NOI at City Hall or other location if requested by the City. In addition, we will publish an abbreviated version of the NOI, upon approval from the City, in the Rialto Record or other local newspaper. The Alta Team will file the NOI with the San Bernardino County Clerk and the NOC, NOI, and Public Review IS/MND with the State Clearinghouse on behalf of the City. We will provide up to two (2) hard copies of the Public Review IS/MND, with appendices on attached USB drive, to be placed at public review locations designated in the NOI.

### Task 3.4 Native American Outreach and Consultation (AB 52)

The Alta Team will provide Assembly Bill 52 (AB 52) support to the City. The goal of tribal Consultation is to obtain necessary information in order to preserve the options of avoidance of cultural resources or preservation in place early in the planning process; build working relationships with tribes that are traditionally and culturally affiliated with the project area; and avoid inadvertent discoveries of Native American burial sites and coordinate with tribes in advance to determine the appropriate mitigation measures for treatment and disposition if burial sites are inadvertently discovered.

The Alta Team understands that environmental documents cannot be released until AB 52 consultation has been initiated, and environmental documents cannot be certified until consultation, if initiated, has concluded. Consultation is concluded when either of the following occurs:

- The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists to a tribal resource; or
- A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

In accordance with AB 52 Tribal Consultation Procedural Requirements, SEI understands that any information submitted by a California Native American tribe during the environmental review process shall not be included in the environmental review document or otherwise disclosed, consistent with Govt. Code Sections 6254(r) and 6254.10.a SEI and the City will maintain the confidentiality of the information exchanged and shall not disclose the information to a third party.

SEI will prepare a draft AB 52 Consultation Notification Letter for review by the City. SEI will respond to one (1) round of comment and submit the AB 52 Consultation Notification Letter to the City for transmittal to identified Tribal representatives. An SEI cultural resources specialist will participate with the City in a subsequent Tribal Consultation Meeting. SEI will prepare an agenda for the meeting.

After the meeting, SEI will submit one (1) electronic copy in MS Word and PDF of a draft AB 52 Tribal Consultation Meeting Memorandum for the Record (MFR) documenting the discussion, information presented, and conclusions of the meeting. The purpose of the MFR is to document what efforts were made, which resolutions were made and, if resolution is not possible, why it is not possible. SEI will revise the memo in response to comments from the City and Tribal representatives and submit one (1) electronic copy in PDF of the final memo to the City.

### **Task 3.5 Final MND**

Within two weeks of the close of the 30-day public review period for the Proposed MND, the City will provide the Alta Team with a compiled set of all public comments received. The Alta Team will respond to public comments. After reviewing public comments on the Proposed MND, we will make clarifications and revisions to the Proposed MND in response and will prepare the Final MND and Mitigation Monitoring and Reporting Program (MMRP). The Final MND will consist of the compiled public comments, responses to public comments, and clarifications and revisions to the Proposed MND. The MMRP will include the mitigation measures, the responsible agency, the enforcement agency, and the monitoring period (i.e., construction, operations). After the City has approved the project, the Alta Team will prepare the Notice of Determination (NOD), revise if necessary following City review, and file the NOD with the County Clerk and the State Clearinghouse on behalf of the City.

### **Task 3.6 PES**

The Alta Team will complete a Caltrans Local Assistance Procedures Manual Exhibit 6-A Preliminary Environmental Study (PES) Form examining all potential environmental issues associated with the project. The work efforts to complete this form are expected to include, at a minimum, Environmental Field Review, required Technical Studies (see Task 3.2) including Caltrans PES processes, and coordination with review and permitting agencies. SEI anticipates receiving the project description assumptions from Alta and/or the City to support preparation of the PES. The site-specific

data and photographs provided by site surveys (please see Task 3.2) will act as the initial source of analysis and are expected to adequately convey site conditions of the project area to be included in the PES. SEI will use other existing data sources such as Google Earth, Google Streetview, and existing reporting of the area to help with the analysis.

### **Task 3.7 Categorical Exclusion**

The Alta Team will work with Caltrans to develop the NEPA approvals for the project in conformance with Caltrans Standard Environmental Reference. The necessary environmental documentation to comply with NEPA will be determined based on the findings of the PES (Task 3.6). This scope of work assumes that a Categorical Exclusion (CE) with supporting technical studies (Task 3.2) will be the appropriate level of documentation pursuant to NEPA. SEI will prepare documentation, utilizing Caltrans' CE Checklist and Form, demonstrating compliance with the Categorical Exclusion requirement and as determined by specific statutes, executive orders, and regulations. SEI will submit one (1) electronic version in PDF and Word of the Draft CE Checklist and Form, as well as the supporting documentation, to Alta and Caltrans for review and concurrence. SEI will respond to one (1) compiled set of comments on the Draft CE Checklist and Form and will subsequently submit one (1) electronic copy in PDF of the final CE Checklist and Form, with the PES and supporting documentation attached, to Alta, the City, and Caltrans.

### **Task 3 Deliverables**

Limited Phase II ESA report, Hazardous Materials Surveys, Attendance at CEQA kickoff meeting, attendance at up to three monthly design progress meetings, One (1) electronic copy (PDF) for the Draft and Final NES, APE Map, HRER, HPSR, ASR, and TAQCF. One (1) electronic copy in MS Word and PDF of the First and Second Screen Check IS/MND, One (1) electronic copy in MS Word and PDF of the Public Review IS/Proposed MND, One (1) electronic copy in MS Word and PDF of the Screen Check NOI and NOC, One (1) electronic copy in PDF of the NOI and NOC, Up to 200 hard copies of the NOI via certified mail to the City's distribution list, Two (2) weatherized, poster-sized copies of the NOI at City Hall or other location, Abbreviated version of NOI published in Rialto Record or other local newspaper, Up to two hard copies of Public Review IS/MND, with appendices on attached USB drive, to locations designated in the NOI, Two (2) hard copies of NOI filed with the County Clerk, One (1) electronic copy of NOC, NOI, and Public Review IS/MND filed with

the State Clearinghouse on behalf of the City. One (1) electronic copy in MS Word and PDF of the draft AB 52 Consultation Notification Letter, one (1) electronic copy in PDF of the AB 52 Consultation Notification Letter, participation in one (1) AB 52 Tribal Consultation Meeting, one (1) electronic copy in MS Word and PDF of Screen Check AB 52 Tribal Consultation Meeting Memo, one (1) electronic copy in PDF of final AB 52 Tribal Consultation Meeting Memo. One (1) electronic copy in MS Word and PDF of the Screen Check Final MND and MMRP, One (1) electronic copy in PDF of the Final MND and MMRP, One (1) electronic copy in MS Word and PDF of the Draft Notice of Determination (NOD), Two (2) hard copies of the NOD filed with County Clerk, One (1) electronic copy of NOD filed with State Clearinghouse on behalf of the City. One (1) electronic copy in PDF of Screen Check PES, one (1) electronic copy in PDF for the first, second, and final PES to Caltrans. One (1) electronic copy in PDF and Word of the Draft CE Checklist and Form, with supporting documentation and one electronic copy in PDF of the final CE Checklist and Form, with supporting documentation, to the City and Caltrans.

## Task 4: Bid and Construction Phase Services (CON)

### Task 4.1 Bid Phase

Alta will support the City throughout the bidding process. We will participate in one pre-bid meeting, prepare responses to requests for information (RFIs), provide design clarifications, prepare addendums to the plans and specifications if needed, and assist the City in the evaluation of the bids.

### Task 4.2 Construction Phase

Alta will provide ongoing design support during the construction. We will review and respond accordingly to RFIs, review and approve Contractor's shop drawings and submittals, review change orders, and attend up to six field meetings.

### Task 4.3 As-Built Creation

The Alta Team will verify that the contractor maintains an accurate record of all changes in the plans and special provisions including those under change orders, RFIs, addendum, and any additional details needed for the construction of the project but not shown on the plans. It is important that changes to the contract drawings are documented as the project proceeds. We will work with the City's Construction Management Team to maintain an updated set of record drawings

denoting deviations from the design drawings during construction. We will review and compile these drawings, which will be transmitted to the City at the end of the project.

### Task 4.4 Non-Infrastructure Services (Optional)

Alta proposes to complete the Non-Infrastructure Work Plan as submitted in the Caltrans ATP application package. The non-infrastructure task is considered optional and not included in the overall fee for this project, but can be provided upon request. For the non-infrastructure work, we will use the information we gathered from the public during the PE Trail Feasibility Study to inform the initial direction of activities and deliverables. For example, we learned a lot about what amenities the public want to see along the completed PE Trail, so we will use this information to create initial renderings to communicate opportunities to project stakeholders. Specific tasks and activities from the Non-Infrastructure Work Plan that Alta will complete are included below:

- Engagement for Rialto PE Trail Extension
  - » Establish a stakeholders committee
  - » Convene meetings of the stakeholders committee
- Equity for Rialto PE Trail Extension
  - » Identify equity metrics for non-infrastructure and infrastructure activities
  - » Translate outreach materials
- Encouragement for Rialto PE Trail Extension
  - » Hold one (1) PE Trail "grand opening" community event
  - » Conduct one (1) demonstration project along the PE Trail
  - » Create social media campaign promoting the PE Trail
- Education for Rialto PE Trail Extension
  - » Create active travel educational content, consistent with PE Trail standards, for map boards, trailhead kiosks, social media, and others as appropriate
- Evaluation for Rialto PE Trail Extension
  - » Identify evaluation metrics for non-infrastructure activities
  - » Implement Evaluation Plan

## Task 4 Deliverables

Pre-bid meeting, construction kick-off meeting, up to six (6) field meetings, addendum and design clarifications during bidding, RFI and Submittal responses during construction phase, and final as-built plans, and non-infrastructure work plan and implementation

## Exclusions and Assumptions

- Any permitting or training required to enter the railroad right-of-way.
- Traffic Control Plans or Traffic Analysis
- It is assumed that any impacts will be able to be mitigated below the level of significance, and a Mitigated Negative Declaration will be the appropriate environmental document pursuant to CEQA.
- It is assumed that the City of Rialto will not conduct a CEQA scoping meeting for the proposed project, during the 30-day scoping period.
- It is assumed that the PES and coordination with Caltrans will result in the determination that the project is categorically excluded pursuant to the National Environmental Protection Act (NEPA).

## Project Management, Budget, and Schedule Approach

We will successfully deliver this project for you within the planned schedule and budget. We will accomplish this through Alta's proven approach to project management that has delivered excellent results for our clients. We collaboratively define the project objectives with you, develop a plan to achieve those objectives, and then execute that plan. Execution is achieved through a deep team of technical resources guided by a strong management team, consisting of project and task managers with a wide range of experience. The entire team will be focused on providing the City the dedicated and responsive service needed to successfully complete all phases on schedule and on budget.

## Tools to Manage Schedule, and Quality

We have thoughtfully developed a preliminary Critical Path Method schedule to deliver this project on the following page. The Alta Team understands the importance of meeting the schedule for this project. We commit to provide adequate staffing (both as to

number of personnel and their qualifications) to complete the project. Additionally, we can offer to make use of licensed team members from other offices throughout the company and bringing on additional staff if project tasks and schedules dictate the need to do so.

Our project management infrastructure also includes the utilization of Deltek for budget planning, control and invoicing. Our project work is tracked in Deltek tasks and labor reports that indicate burn rates and make sure project billings correspond to production milestones. This is supplemented with regular project updates that detail work completed and anticipated tasks to be completed in the next 30 days. This proactive approach to our project management facilitates a common understanding of the expected outcomes and provides an early warning system of pending project issues.

## Quality Assurance and Quality Control (QA/QC)

Alta maintains a QA/QC system, along with strict adherence to establish business procedures. Our team employs a three-tier quality control system that includes: (1) peer review of materials, (2) independent review by principals, and (3) in-house scheduling and management tools.

Our QA/QC process begins at the start of the project. We believe that everyone on the team is responsible for providing our clients with quality products and deliverables. Our designers utilize checklists during their design process to identify key issues that are communicated to other disciplines early on in the design. This helps us to avoid missing key elements during the design process while at the same time serving as a reminder to communicate internally within our team. In addition, our designers are required to have a senior level Engineer provide an over-the-shoulder review at the preliminary stage of the design so that we have considered other design elements that may enhance the project.

Our designers are required to submit the checklists as part of the QA/QC process to provide reviewers with additional project information to aid in the review process and allow them to focus on key design elements. This process makes everyone on the team accountable for providing quality design and deliverables.

Alta utilizes Bluebeam Revu for deliverables review which allows us to document all of the review comments and see that all comments are addressed prior to submitting to our clients. By using Bluebeam Sessions for our QA/QC process we improve efficiency and are able to utilize our design experts across the company as reviewers.

**EXHIBIT "B"**  
**"COST/RATE SCHEDULE"**



COST PROPOSAL FOR RFP #24-012

# Pacific Electric Trail Engineering Design Services

*City of Rialto*

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FEBRUARY 29, 2024

PREPARED BY ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH  
CONVERSE CONSULTANTS  
PSOMAS

EPIC LAND SOLUTIONS, INC.  
SAPPHOS ENVIRONMENTAL, INC. (DBE)

# Cost Proposal

The cost proposal can also be accessed here: <https://altaplanning.egnyte.com/f/1/PNtZuZnIB6>

**Password: SEvuMGV5**

#### GENERAL NOTES:

- \* This fee proposal is valid for 120 days from the date submitted.
- \* Hour and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

\* Hourly rates will be adjusted if work is continued into subsequent year(s).

## Project Budget

Rialto Pacific Electric PAED and PS&E

Alta Planning + Design, Inc.												
Task	Phase Names	Principal-in-Charge	Project Manager	QA/QC Manager	Assistant Project Manager	Landscape Lead	Associate Engineer II	Engineering Designer II	Associate Landscape Architect I	Traffic Lead	Outreach Lead	
		Steven Frieson	Vincent Hellens	Adrian Esteban	Markos Legesse	James Powell	Sacha Barkhuff	Talia Agazaryan	Kathleen McKernin	Matt Fralick	Kristin Haukom	
<b>Task 1</b>	<b>Project Management</b>	<b>20</b>	<b>104</b>	<b>24</b>	<b>48</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	
1.1	Project Management and Administration	8	96	4	48	0	0	0	0	0	8	
1.2	Quality Assurance / Quality Control	12	8	20	0	16	0	0	0	0	12	
<b>Task 2</b>	<b>Engineering Design Services</b>	<b>18</b>	<b>150</b>	<b>24</b>	<b>214</b>	<b>49</b>	<b>168</b>	<b>324</b>	<b>152</b>	<b>100</b>	<b>36</b>	
2.1	Existing Design Services	0	8	0	8	8	4	8	8	0	0	
2.2	Drainage Study	2	12	4	52	8	12	64	8	0	0	
2.3	Surveying Services	0	2	0	16	0	4	8	0	0	0	
2.4	Utility Coordination and Relocation	2	16	0	24	0	0	38	0	0	0	
2.5	Railroad Coordination	0	24	0	16	0	0	8	0	0	0	
2.6	Geotechnical Exploration and Reporting	2	8	0	4	0	0	0	0	0	0	
2.7	Public Outreach Services	0	8	0	8	0	0	0	0	0	36	
2.8	Engineering Design Services	12	72	20	86	33	148	198	136	100	0	
<b>Task 3</b>	<b>Permitting and Environmental</b>	<b>4</b>	<b>26</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
3.1	Limited Phase II Environmental Site Assessment (ESA)	0	2	0	2	0	0	0	0	0	0	
3.2	Technical Reports	0	4	0	0	0	0	0	0	0	0	
3.3	Proposed IS/MND	0	4	0	0	0	0	0	0	0	0	
3.4	Native American Outreach and Consultation (AB 52)	2	8	0	0	0	0	0	0	0	0	
3.5	Final MND	2	8	0	0	0	0	0	0	0	0	
3.6	PES	0	0	0	0	0	0	0	0	0	0	
3.7	Categorical Exclusion	0	0	0	0	0	0	0	0	0	0	
<b>Task 4</b>	<b>Bid and Construction Phase Services</b>	<b>6</b>	<b>30</b>	<b>2</b>	<b>42</b>	<b>14</b>	<b>8</b>	<b>32</b>	<b>14</b>	<b>0</b>	<b>0</b>	
4.1	Bid Phase	2	4	0	12	2	0	4	2	0	0	
4.2	Construction Phase	4	20	2	24	12	8	16	8	0	0	
4.3	As-Built Creation	0	6	0	6	0	0	12	4	0	0	
<b>Staff Hours</b>		<b>48</b>	<b>310</b>	<b>50</b>	<b>306</b>	<b>79</b>	<b>176</b>	<b>356</b>	<b>166</b>	<b>100</b>	<b>56</b>	
<b>Labor Total</b>		<b>\$19,387</b>	<b>\$97,193</b>	<b>\$14,650</b>	<b>\$76,973</b>	<b>\$21,764</b>	<b>\$38,077</b>	<b>\$63,922</b>	<b>\$27,477</b>	<b>\$21,672</b>	<b>\$13,867</b>	
Alta Reimbursable Expenses & Travel		\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Project Total</b>		<b>\$19,387</b>	<b>\$107,193</b>	<b>\$14,650</b>	<b>\$76,973</b>	<b>\$21,764</b>	<b>\$38,077</b>	<b>\$63,922</b>	<b>\$27,477</b>	<b>\$21,672</b>	<b>\$13,867</b>	

GENERAL NOTES:

\* This fee proposal is valid for 120 days from the date submitted.

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

\* Hourly rates will be adjusted if work is continued into subsequent year(s).

Sapphos																	
Planner 1 - SRTS & Engagment	Landscape Desinger III	Planner II	Project Accountant	Alta's Hours	Alta's Sub Total	Principal Maria C Campbell	Supervisor Laura Razo	Team Lead Laura Male	Coordinator Rory Baker	Analyst Samantha Greenberg	Staff Accountant Cara Hurley	Analyst	Supervisor	Specialist	Manager	Coordinator	Specialist Lilibeth Swift-Tome
Christopher Purcell	Daniel Scheir	Colin Amos	Jorge Mil Arias			\$136	\$53	\$52	\$24	\$26	\$30	\$25	\$53	\$43	\$58	\$45	\$29
0	0	0	48	280	\$74,663	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	48	212	\$54,100	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	68	\$20,564	0	0	0	0	0	0	0	0	0	0	0	0
36	173	24	16	1484	\$311,350	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	44	\$10,040	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	162	\$35,440	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	30	\$6,868	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	80	\$18,190	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	48	\$12,640	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	14	\$4,200	0	0	0	0	0	0	0	0	0	0	0	0
36	24	24	16	152	\$26,220	0	0	0	0	0	0	0	0	0	0	0	0
0	149	0	0	954	\$197,752	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	32	\$10,302	55	165	110	245	200	18	85	35	115	45	72	110
0	0	0	0	4	\$1,100	5	16	4	32	32	18	0	0	0	0	0	0
0	0	0	0	4	\$1,220	4	20	0	10	10	0	37	18	80	25	55	68
0	0	0	0	4	\$1,220	20	70	44	80	75	0	34	9	18	3	8	14
0	0	0	0	10	\$3,381	3	3	0	3	3	0	4	0	0	10	0	20
0	0	0	0	10	\$3,381	16	24	24	50	37	0	0	6	3	5	3	2
0	0	0	0	0	\$0	5	24	24	46	25	0	10	2	14	2	6	6
0	0	0	0	0	\$0	2	8	14	24	18	0	0	0	0	0	0	0
0	0	0	0	148	\$38,886	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	26	\$6,815	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	94	\$25,413	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	28	\$6,659	0	0	0	0	0	0	0	0	0	0	0	0
36	173	24	64	1944		55	165	110	245	200	18	85	35	115	45	72	110
\$4,680	\$24,920	\$3,120	\$4,600		\$435,201	\$19,943	\$23,185	\$15,199	\$15,651	\$13,818	\$1,444	\$5,647	\$4,918	\$13,223	\$6,898	\$8,623	\$8,594
\$0	\$0	\$0	\$0		\$10,000	\$12,932	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$4,680	\$24,920	\$3,120	\$4,600		\$445,201	\$19,943	\$23,185	\$15,199	\$15,651	\$13,818	\$1,444	\$5,647	\$4,918	\$13,223	\$6,898	\$8,623	\$8,594

Project Alpha - Q3 2023 Performance Report											Project Beta - Q3 2023 Performance Report										Overall Summary	
Sr. Technical Editor	Sr. Graphic Designer	Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		Resource Allocation		
		Coordinator	Coordinator	Analyst	Specialist	Specialist	Hours	Sapphos	Senior Project Manager	Senior Project Surveyor	Project Surveyor	Surveyor III	Surveyor II	Certified Party Chief	Chainman	Project Admin	Psomas	Advisory Manager	Project Manager			
Matthew Adams	Eugene Ng	Jessica Aquino	Megna Murali	Andy Dunlap	Eric Vander Velde	Anna Prestbo	Sub Total	Sean Smith	Scott Shelby	Broc Miller	Jesus Ulloa	Minh Sou	Tim Noreen	Alex Anguiano	Liz Blair	Sub Total	Darcy Mendoza	Addiel Flores				
\$51	\$43	\$35	\$35	\$25	\$55	\$39		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0			\$0	\$0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	4	12			
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	4	12			
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0			
0	0	0	0	0	0	0	\$0	10	60	140	96	96	152	152	0	\$121,291	2	8				
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	10	60	140	96	96	152	152	0	\$121,291	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
148	45	35	25	29	25	88	1650	\$182,895	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
5	0	0	0	0	0	0	112	\$10,996	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
32	16	0	0	0	0	0	375	\$41,704	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
56	23	20	18	18	8	40	558	\$61,945	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
3	0	0	0	0	0	0	49	\$5,679	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
26	0	10	5	4	8	16	239	\$28,775	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
20	6	5	2	7	7	25	236	\$25,391	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
6	0	0	0	0	2	7	81	\$8,404	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	1	12			
0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	1	12				
0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
148	45	35	25	29	25	88	1650		10	60	140	96	96	152	152	0		7	32			
\$20,218	\$5,131	\$3,300	\$2,325	\$1,927	\$3,638	\$9,213		\$182,895	\$2,658	\$11,841	\$24,606	\$14,518	\$12,825	\$29,332	\$25,511	\$0	\$121,291	\$1,226	\$4,484			
\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$12,932	\$17,000	\$0							\$17,000	\$38,010	\$1,236			
\$20,218	\$5,131	\$3,300	\$2,325	\$1,927	\$3,638	\$9,213		\$195,827	\$2,658	\$11,841	\$24,606	\$14,518	\$12,825	\$29,332	\$25,511	\$0	\$138,291	\$1,226	\$4,484			

Epic										Converse									
Right-of-Way Agent	Utility Coordination Lead	Utility Coordinator	Utility Coordinator	Project Support	Budget & Financial Controls	Hours	Sub #3 Sub Total	Principal-in-Charge	Project Manager	Project Professional	Senior Staff Professional	Support Staff	Drafting Professional	Hours	Sub #4 Sub Total	Total Task Hours	Total Task Fee		
Christine Wasfi	Mike Mays	Bernadette Salto	Jose Moreno Acosta	Vivian Lanza Orellana	Star Young			Name	Name	Name	Name	Name	Name						
\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0						
0	12	24	0	0	10	62	\$8,045	0	0	0	0	0	0	0	\$0	0	\$82,708		
0	12	24	0	0	10	62	\$8,045	0	0	0	0	0	0	0	\$0	274	\$62,145		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	68	\$20,564		
20	48	280	0	5	0	363	\$40,480	4	2	24	88	4	6	128	\$18,550	0	\$491,670		
0	0	0	0	0	0	0	\$0	0	0	0	16	0	0	16	\$2,320	60	\$12,360		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	162	\$35,440		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	736	\$128,159		
0	48	280	0	0	0	328	\$36,711	0	0	0	0	0	0	0	\$0	408	\$54,901		
20	0	0	0	5	0	35	\$3,769	0	0	0	0	0	0	0	\$0	83	\$16,409		
0	0	0	0	0	0	0	\$0	4	2	24	72	4	6	112	\$16,230	126	\$20,430		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	152	\$26,220		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	954	\$197,752		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	\$193,197		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	116	\$12,096		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	379	\$42,924		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	562	\$63,165		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	59	\$9,060		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	249	\$32,156		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	236	\$25,391		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	81	\$8,404		
0	0	22	20	0	0	55	\$6,096	0	0	0	0	0	0	0	\$0	0	\$44,982		
0	0	22	20	0	0	55	\$6,096	0	0	0	0	0	0	0	\$0	81	\$12,911		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	94	\$25,413		
0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	28	\$6,659		
20	60	326	20	5	10	480		4	2	24	88	4	6	128		0			
\$1,877	\$10,087	\$33,346	\$1,989	\$420	\$1,191		\$54,621	\$880	\$360	\$3,720	\$12,760	\$320	\$510		\$18,550		\$812,557		
\$1,877	\$10,087	\$33,346	\$1,989	\$420	\$1,191		\$39,246	\$12,103	\$0						\$12,103		\$91,281		
\$1,877	\$10,087	\$33,346	\$1,989	\$420	\$1,191		\$93,867	\$880	\$360	\$3,720	\$12,760	\$320	\$510		\$30,653		\$903,838		