

**SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**  
**ALTA PLANNING AND DESIGN**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this August 14, 2018 by and between the City of Rialto, a municipal corporation ("City"), and Alta Planning + Design, Inc. a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid 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, 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 services 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 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..

## 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, 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, its officers, employees or agents of 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 represents 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 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.

Contractor 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 do 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. Contractor 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.

#### 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 are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. 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.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **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 "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One hundred and Five Thousand and Ninety Seven Dollars and Zero Cents (\$105,097) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

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

The method of compensation is payment in accordance with specified tasks or the percentage of completion of the services.

### **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.

## 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 within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

## 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 until completion of the services but not exceeding Three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## 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:

Brett Hondorp (Name)	Principal- In-Charge (Title)
Jenny An (Name)	Project Manager (Title)

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 Administrator or other such person designated by the City Administrator. 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 Administrator, 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. 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 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, defend, 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, agents, subcontractors, or invitees, 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 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.

## **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 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 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 for the value of the work produced before termination. 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.

#### 7.9 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.

#### 7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **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, 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, 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 Administrator  
                                  Tel: (909) 820-2525  
                                  Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                  18881 Von Karman Ave., Suite 1700  
                                  Irvine, CA 92612  
                                  Attn: Fred Galante, City Attorney  
                                  Tel: (949) 223-1170  
                                  Fax: (949) 223-1180

If to Consultant: Brett Hondorp (C/O Contract Administrator)  
711 SE Grand Ave.  
Portland, OR 97214  
Tel: (213)489-7443

With copy to: City of Rialto Public Works  
335 W. Rialto Avenue  
Rialto, CA  
Tel: (909) 820-2602  
Fax: (909) 421-7210

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 Council. 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 this Agreement on the date and year first-above written.

**CITY:**

CITY OF RIALTO, a municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**ALTA PLANNING + DESIGN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Two signatures are required if a corporation.

## **SCOPE OF SERVICES**

### **Task 1: Project Management, Grant Administration, and Meetings**

#### **TASK 1.1 KICK-OFF MEETING**

Alta will attend an in-person meeting with the City of Rialto to review the proposed scope of services and schedule, introduce team members and their roles, provide a list of data needs, and discuss key issues that will impact the success of the study. This meeting will be an opportunity to confirm, or discuss refinement of, the project goals as outlined in the RFP, and determine procedures for review and coordination. Following the meeting, Alta will tour Rialto to better understand the bicycling environment and potential service area.

#### **TASK 1.2 ONGOING MEETINGS AND COMMUNICATION**

We take quality control, communication, and project value very seriously. Throughout the project, Alta’s Project Manager and other key team members will be in regular contact with City staff to keep them apprised of project progress, the challenges and to seek input at key decision points. Alta will provide project invoicing with monthly progress reports summarizing tasks completed. Alta’s Quality Assurance (AQQA) process includes internal peer review of submittals and leadership review of draft and final deliverables. Alta Project Manager Ryan Johnson will hold monthly coordination and status update calls with Rialto’s Project Manager. For all meetings, Alta will prepare and distribute agendas and minutes with action items. Alta staff will also assist the City of Rialto with presentations related to bike share at public meetings, as needed.

#### **TASK 1.3 PROJECT ADVISORY TEAM**

Alta will work with the City of Rialto to establish a Project Advisory Committee (PAC). The committee will include members of the City (multiple departments), and could include representatives from neighborhood associations, business associations, bike clubs, and other community groups. The Alta team will facilitate PAC meetings and develop meeting summaries. The PAC will meet three times during the feasibility and planning phases of the project.

##### **Task 1 Deliverables:**

- Facilitation of one (1) in-person kick-off meeting and field tour
- Facilitation of monthly conference calls with between the Alta and Rialto project managers
- Monthly project status reports
- Facilitation of three (3) in-person Project Advisory Committee meetings

### **Task 2: Feasibility Analysis**

#### **TASK 2.1 DEFINE GOALS AND OBJECTIVES**

Program goals and objectives will define the recommended system type and operational model. A system with a primary goal of providing first/last mile transit access may look different than a system that prioritizes tourism usage. Alta will work with the City of Rialto to finalize the goals and objectives for bike share in Rialto.

#### **TASK 2.2 LOCAL CONTEXT ANALYSIS**

The Local Context Analysis will examine the existing conditions in Rialto that may impact the success of the system or influence system size, location, or preferred type. Specific tasks will include:

##### **A. Plan and Policy Review**

The analysis will begin with a review of existing plans, studies, and ordinances that are relevant to bike share in Rialto. Our team will incorporate the key findings of the Plan and Policy Review into the opportunities and constraints analysis.

##### **B. Base Map and Bike Share Demand**

Alta will use available data to develop a base map of Rialto including key destinations, centers of employment, and the transit system. Bike share demand will be calculated and mapped through a quantitative and qualitative analysis using the following inputs:

- Where people live: location and density of housing
- Where people work: location and density of employment
- Where people shop and eat: location and density of retail and restaurant-based employment
- Where people take transit: weighted location of transit hubs and bus lines and stops

- Identification of key destinations (e.g., convention center, college campuses, museums, ballparks) and the population of the school or annual number of visitors to each
- Identification of trails and bikeways

### C. Bike Share and Transit Integration

Bike share expands option for first mile and last mile access to transit. It is uniquely positioned to solve many of the challenges that commuters face when making their day to day decisions about accessing transit — such as unfamiliarity with using a bike-on-bus rack, availability of bike parking, concerns about bike theft, and even the hurdle of owning a bike at all (in terms of affordability and ongoing maintenance). Bike share also allows for multimodal round trips, in cases where a commuter is best served by one mode (or route) in the morning, and a different mode (or route) in the evening. This task will describe the relationship between bike share and transit and the associated benefits, as well as the critical identify opportunities and constraints specific to improving access to transit. Our analysis will consider:

- In-depth analysis of bike share at the Rialto Metrolink Station
- An expanded bike-shed around transit stops if an e-bike system is considered
- Opportunities for fare integration and multimodal trip planning with bike share transit
- Increased access to bike share for low-income transit users
- Bike share’s role in filling “time gaps” in transit service
- Bike share parking needs and limitations.

### D. Potential User Profiles

Alta will develop potential bike share user profiles for Rialto. This will include an assessment of “market segments” (e.g. visitors, commuters, etc.) and demographics (i.e. gender, age, income, etc.). This assessment will be informed by available data collected from peer bike share systems coupled with local information, and the results of the online survey in Task 2.6.

### E. Sponsorship Analysis

Based on our experience assisting cities in securing major and minor bike share sponsors, Alta will evaluate funding opportunities for bike share in Rialto. This analysis will include a description of typical public and private sector funding sources and their appropriateness and potential level of impact in Rialto. Funding sources include advertising, sponsors, and local private foundation support. As part of the sponsorship analysis, Alta will conduct up to four (4) stakeholder interviews with persons or entities identified by City staff. The goal of the interviews will be to gain further information regarding the local climate for sponsorship and to gauge preliminary interest of potential sponsors.

### F. Opportunities and Constraints Analysis

Alta will evaluate opportunities related to bicycling in Rialto that could impact the success of bike sharing and influence system type, service area, and operations. This includes analysis of the existing and future bike network, existing bicycling rates, land use context, topography, transit network, and climate, as they pertain to bike share. The opportunities and constraints analysis will identify any significant challenges that will need to be overcome for a successful bike share system.

## TASK 2.3 BIKE SHARE TECHNOLOGY

### A. Bike Share System Types

In order for there to be a common understanding of how available bike share systems function, Alta will develop a PowerPoint summarizing the pros and cons (as it relates to Rialto) of each system’s characteristics including:

- User interface (methods to check out and return a bike)
- Membership options (daily, monthly, annual)
- Typical operations of dock-based, hybrid (or smartbike), and dockless systems
- Characteristics and use of bicycle models and styles
- Profiles of two to three bike share equipment providers and/or operators for each system type (dock-based, hybrid, and dockless systems)

### B. Dockless Bike Share Best Practices

Dockless bike share is still new to the United States, and cities are currently experimenting with the best ways to regulate dockless operators. Alta will research permitting and laws that govern dockless providers in cities with these types of systems and develop a dockless bike share best practices report. The report will include recommendations on how to regulate the components of dockless bike share, including:

- ADA Adherence
- Bicycle quality standards (lights, size, etc.)

- Data sharing
- Equity requirements
- Geofence boundaries
- Helmet provision
- Insurance coverage
- Fleet size
- Fleet phasing
- Liability
- Maintenance requirements
- Parking requirements, including specific recommendations for parking at the Rialto Metrolink Station
- Required rebalancing levels
- User education

### C. Peer System Comparison

Alta maintains information on dozens of bike share systems in the United States, and many more around the world. Using this information, we will identify key lessons from up to five (5) bike share systems in communities that are similar to Rialto. The case studies will be carefully selected from bike share systems that have comparable land uses, demographics, bicycle mode share, climate, and other characteristics. The selected systems will include both dock-based and dockless systems. Alta will develop a matrix identifying characteristics and performance measures of the five peer bike share systems.

## TASK 2.4 FEASIBILITY ANALYSIS TECHNICAL MEMO

The results of analyses in Tasks 2.3 and 2.4 will be combined and synthesized to provide a summary report. The summary report will inform the subsequent tasks of the study, as well as providing an informational document for decision-makers and members of the public who may not be familiar with the bike share concept or how it might apply to Rialto.

## TASK 2.5 SOCIAL EQUITY PLAN

### A. Equity Analysis

Alta will analyze population and socioeconomic indicators to identify traditionally underserved populations in Rialto. This analysis will ensure that underserved populations are considered throughout the feasibility study and implementation of bike share. We will work with the City of Rialto to determine which indicators are included in the analysis. Typical indicators for this analysis include:

- Access to a Motor Vehicle
- Income
- Educational Attainment
- Limited English Proficiency
- Race

### B. Bike Share Equity Research

Alta will research and evaluate the current equity programs in bike share systems throughout North America. These programs include:

- Discounted memberships for low-income users
- Partnerships with nonprofits and social service agencies
- Free trainings on how to use the system
- Cash payment options
- Providing adaptive bikes
- Targeted marketing

This task will also include a literature review of the latest research on equity in bike share, and a summary of the lessons learned.

### C. Equity Strategies

Based on the equity analysis and research, Alta will develop a Social Equity Plan for bike share in Rialto. The plan will recommend a combination of strategies to address equity in both planning and implementing bike share in Rialto. It will include detailed guidance on how to set up and maintain the recommended programs.

## TASK 2.6 PUBLIC OUTREACH AND INCENTIVE PLAN

### A. Public Outreach Plan and Strategy

As a first step, Alta will work with City staff to lay out an overall outreach and public engagement strategy. The Public Outreach Plan will identify key goals, project milestones, audience types, translation/interpretation needs, and communications tools, and then organize these concepts into a schedule of activities with roles and responsibilities for each task.

The outreach strategy will include public engagement in two distinct phases: during the feasibility and planning work, and then surrounding the launch and implementation of the bike share system. The first phase of the work is included in Task 2.6, and the subsequent outreach efforts are included in Optional Task 4.2. The Public Outreach and Engagement Plan will be documented in a draft memo for review by the City.

### B. Online Public Outreach

Alta will develop a project website to collect public comments, share bike share information, and advertise upcoming project events. It will be linked to the City of Rialto's website. As part of the website, our team will develop an online tool to provide information and assess the travel habits and desires of the Rialto community as they relate to bicycle travel and bike share. The online tool will feature easy to understand materials to educate the public on the potential bike share system types in Rialto. The tool will collect information on the community's bike share preferences, including desired system type and helmet facilitation.

The website will also include an online station placement tool. The station placement tool allows the public to visit the site, place a point on a map where they would like to have access to bike share, and add a comment as to why it's a good location. Subsequent users can add their own points, leave comments, or vote for their favorite station locations among the existing points on the map. We will use results of the public input to inform the recommendation for the bike share service area and general station locations, if applicable.

### C. In-Person Public Outreach

As a complement to online public survey tools, Alta will conduct an in-person targeted approach to gathering additional public input. Alta and the City of Rialto will work together to identify target groups, such as:

- Nonprofits
- Local business owners or districts
- Hospitality industry representatives
- Partner agencies, such as the County, SBCTA, and SCAG
- Neighborhood associations
- Bike clubs
- Health department
- Major employers
- Community foundations
- Tourism and visitor groups

The goals of the meetings would be to 1) educate participants about the function and nature of bike share as public infrastructure and 2) gain insight into what would determine success of a Rialto bike share system. This two-fold approach will allow participants to provide useful feedback regarding the system type (i.e., dockless, hybrid, or dock based), potential for electric assist bikes, promotional and marketing strategies, customer service, and fee structure. Alta will be available for up to an entire day to conduct as many meetings and interviews as possible.

### D. Employer Outreach and Incentive Plan

Alta will create a plan for employers to encourage and incentivize their employees to use the bike share system. Alta will work with the City of Rialto to determine the specific programmatic elements (within the allotted budget). Potential elements include:

- Work through any existing large employer TDM or outreach programs to integrate bike share into their ongoing communications and offerings
- Offer financial incentives to employers whose employees meet ride-mile benchmarks
- Create and market group bike share membership specials and/or products aimed at large employers (similar to employer-purchased transit pass programs)
- Create marketing and outreach material for employers to share with their employees (e.g. break room poster; brochures for employee orientation)
- Work with employers to communicate with staff (e.g. letting them know where the closest station is; let them know when there are special offers or events)
- Offer brown bag presentations and/or transportation fair tabling about bike share

### E. Initial Outreach Results Memo

The results of the online survey, station location exercise, and focus groups will be combined and summarized in a public outreach results memo. The summary report will help inform Task 3 and provide information to decision-makers and interested members of the public.



The public outreach results memo will also include an analysis of relevant stakeholders in the region and their potential roles. This analysis will help inform the optimal governance structure for the system.

**Task 2 Deliverables:**

- Goals and objectives memo (draft, one round of client review, and final)
- Conditions analysis technical memo (draft, one round of client review, and final) including the following elements:
  - Base map
  - Demand analysis map
  - Potential user profiles
  - Sponsorship analysis with up to four stakeholder interviews
  - Opportunities and constraints analysis
  - Bike share technology overview
  - Peer system comparison
- Social equity plan (draft, one round of client review, and final)
- Public outreach plan (draft, one round of client review, and final)
- Employer outreach and incentive plan (draft, one round of client review, and final)
- Employer outreach materials
- Project website and online public outreach tool
- Focus groups
- Initial public outreach results memo (draft, one round of client review, and final)

## **Task 3. Planning**

### **TASK 3.1 DEFINE SYSTEM PARAMETERS**

Based on the findings from the previous tasks and the City's goals and objectives, we will determine a preferred system type. Alta will then define the key system parameters. Alta's experience in planning bike share programs and our specially-designed planning tools will inform this process, along with our findings from the analyses and public input in Tasks 2 and 3. We will design a system that is customized to Rialto's context and is best suited to serve the specific goals and objectives of a Rialto bike share program.

Alta will develop a System Plan which will include the following elements:

- Appropriate program service area, including a map of the coverage area
- Recommended density of stations and hubs
- Appropriate program size, specifying recommended quantities of bikes and of stations or hubs and the bike-to-dock ratio
- State-of-the-practice report regarding use of electric assist bikes in bike share systems and evaluating appropriateness
- Proposed locations for the bike share stations and hubs
- Phasing concept that considers a Phase I launch area and areas for expansion
- Bike share system cost estimates based on the chosen system type and the recommended system size and scale
- Research on best practices surrounding bike share and helmet law compliance
- Guidelines for data collection, protection, and sharing, including a plan for tracking bicycle use
- Appropriate customer service response times and complaint procedures
- Recommended user interface type
- Procedures for maintenance and repair

Alta will also explore opportunities to integrate bike share within "mobility hubs" that seamlessly integrate other shared mobility modes (e.g. rideshare, TNCs, carshare, transit, and similar), as well as address concerns regarding bike share's use of curb space in relationship to broader curb management strategies (access for bicyclists and pedestrians, as well as TNCs, transit buses, and similar).

### **TASK 3.2 BUSINESS PLAN DEVELOPMENT**

Alta will develop a Bike Share Business Plan for Rialto that includes a market analysis, funding mechanisms, pro-forma and cash flow models, performance standards, and marketing strategies. Alta's Business Plan will outline the necessary steps to make an informed decision about equipment, timing, funding options, and business model to launch a bike share system.

The “business model” is one component of the plan and refers to the organizational structure of the bike share system (i.e., who owns, administers, and operates the system). This section will specify the optimal ownership and management structure for the system.

Key elements of the Business Plan include:

- Ridership projections (based on the selected station locations in the System Plan)
- Recommended fare structure
- Cost/revenue projections for five years
- Costs for including adaptive bikes to provide access to bike share for people who are physically disabled
- Recommended service levels that address goals and objectives of the program
- An implementation plan and timeline
- Five-year pro forma financing plan analysis, including identifying potential funding sources to support the bike share system after the grant has expired

### **TASK 3.4 SITE PLANS AND PERMITTING**

#### **A. Finalize Station Locations**

Alta will perform a detailed evaluation of the bike share station locations identified in Task 3 to confirm that they are feasible. The site evaluation will assess:

- Safety
- Accessibility
- Constraints (utilities and site obstacles)
- Station placement recommendations

#### **B. Site Surveys**

Alta and the City will review and provide feedback on the data to be collected prior to the field review. Site measurements may include measuring clearances to building and curb lines, sidewalk widths, building entrances, crosswalk, stairs, ramps, manholes and other utility access points, trees, driveways and street furnishings and fixtures that could affect the site including, but not limited to, fire hydrants, parking meters, signposts, street lights and/or traffic signal poles.

Alta will complete a final survey of up to 12 locations (Metrolink station, five stations at workplaces and/or public facilities, two additional stations, and four backup locations, if necessary) to gather the data needed for the completion of technical drawings.

#### **C. Preliminary and Final Site Drawings**

Based on Alta’s extensive experience developing station drawings for other cities, we have created an efficient system for station design. Alta will develop and draft an appropriate site design template that is suitable to its purpose and context, and meets the specifications and requirements of the City of Rialto. The City will review and provide a set of internally-consistent edits prior to Alta developing preliminary site drawings for all sites.

Alta will generate site plans for the station locations (up to 12 total) and submit to the City of Rialto for approval. After initial submission, there will be up to two rounds of revisions, during which Alta will provide updates and edits to the technical drawings based on one consolidated set of internally-consistent comments from the City.

### **TASK 3.5 RFP DEVELOPMENT**

Alta will work closely with Rialto to develop a Request for Proposals (RFP) or, if appropriate, an “Expression of Interest” Invitation for a bike share equipment provider and operator. The coordination with City of Rialto staff and the findings of Tasks 1 through 3 will provide an important basis for understanding the best course of action. This can include procuring for a joint equipment and operations team; procuring for each separately; seeking proposals from local community nonprofits (Chamber of Commerce, Downtown Association, bike advocacy organization, etc) or quasi-governmental entities (such as the Business Improvement District Association or social services organizations) interested in providing operations or other complementary services.

For this task, Alta will:

- Research similar RFPs and provide up to three (3) case study examples
- Develop a review matrix identifying RFP elements included (or not included) in sample RFPs reviewed
- Provide a memo outlining important questions for the City of Rialto to confirm key decisions related to necessary elements of the RFP (such as liability requirements)
- Facilitate one conference call with City staff to share results of the RFP review
- Develop a framework for key elements and requirements to include in the RFP

Alta will create a draft RFP (in digital format) and allow review by the City of Rialto, and other stakeholders. The City of Rialto will provide a consolidated list of non-contradictory edits in writing from the review. Alta will provide a final draft of the RFP (in digital format).

### **TASK 3.6 CITY COUNCIL PRESENTATION**

Alta will make a final presentation of the study to the City of Rialto City Council. The presentation will provide an overview of the findings and recommendations of the project and will raise public awareness of and potential support for bike share implementation. A final PowerPoint will be provided to the City for use in presenting the information to other audiences.

### **TASK 3.7 FINAL REPORT**

Alta will compile the results of each element of this study into a final Bike Share Report. The report will summarize the results of the feasibility study, system plan, and business plan, and will include additional information in the appendix, as needed. Alta will provide the report in PDF format.

#### **Task 3 Deliverables:**

- System plan (draft, one round of client review, and final)
- Business plan (draft, one round of client review, and final)
- Vendor profiles (draft, one round of client review, and final)
- Site plans and permitting
- In-person City Council presentation and final PowerPoint
- Final report (draft, one round of client review, and final)

## **Optional Task 4. Implementation**

### **TASK 4.1 PROCURE BIKE SHARE EQUIPMENT AND OPERATOR**

Alta will serve as technical support for the process of procuring a bike share equipment provider and operator. We have learned from client communities that procuring for bike share is often a unique process, distinct from other City procurement approaches. Our team brings experience connecting City goals and desired outcomes with the mechanics of contract language, service level agreements, and negotiation terms. Our team will work closely with City of Rialto staff, including the City's internal legal or procurement specialists. This task is expected to span a 90 day period and require up to 60 hours of staff time to provide the written content needed as well as be available for an estimated four (4) phone calls for interdepartmental coordination and review.

### **TASK 4.2 IMPLEMENT OUTREACH AND INCENTIVE PLANS**

#### **A. Outreach Events**

A robust outreach and promotion program is key to the success of any bike share system. Alta will develop the messaging and content for all outreach materials for the City of Rialto to review. The copy will include high level messaging to be used by outreach staff as well as content for all printed material.

The team will consider the timing and location of the bike share station rollout, and will design up to five (5) marketing materials for this campaign. This suite of materials will be determined as part of the Outreach Plan developed in Task 2.6; we expect it to include a variety of community-based outreach collateral. For example, flyers may be the most effective marketing tool for promoting an upcoming ribbon-cutting event, whereas geo-targeted online social media may be more appropriate for people who live in close proximity to a new bike share station. Further, outreach materials and staffing at community events such as street fairs, health fairs, or business events may be the most effective way to forge relationships with bike share users and gather feedback, and may be more effective than online promotions in some communities. Examples of campaign materials include the following:

- Social media advertisements
- Collateral materials, such as brochures, stickers, keychains, and reflective accessories
- Branded t-shirts, tablecloth, A-board, or other identifying items for outreach staff
- Design support for games or engaging activities at outreach events

#### **Outreach Materials Messaging and Content**

Based on the campaign goals and desired behaviors defined at the kick-off meeting and the project team's knowledge of effective bike share messages, Alta will develop the messaging and content for all outreach and collateral materials for the City to review. The copy will include high level messaging to be used by outreach staff as well as content for all printed material. The project team will present draft messaging and content for each piece of collateral to the City. Following up to two rounds of consolidated, consistent comments, Alta will finalize the messaging and content for the campaign.

#### **Campaign Design**

Following the development of campaign messaging and upon the City's approval of the campaign concept, Alta will prepare two (2) design concepts for overall look and feel, including colors, fonts, and graphics. This task assumes the City will provide all high resolution photos or images needed for the materials. If stock photography and/or icon purchases are called for, Alta can provide guidance to the City, or Alta can purchase stock photography and icons if the appropriate funds are added to the current budget. The City will provide bike share branding guidelines plus vector (AI, PDF, EPS) versions of any logos needed. Alta will present the concepts to City staff for comments.

Alta will provide up to two (2) draft concepts for overall look and feel using one of the chosen print collateral items. The City will select one draft design to move forward with, and Alta will finalize the design based on City staff feedback.

#### Materials Production

With the City's approval of the final campaign design, Alta's graphic design team will design and produce campaign materials as set forth in the marketing plan. Alta will produce up to five (5) possible materials. As described in more detail above, example campaign materials include print and online ads, posters, brochures, t-shirts, tablecloths and other outreach collateral. Alta will produce one draft proof for each item and will present those draft materials to the City for comment. Based on one set of consolidated comments from City staff, we will produce a final graphic file (PDF and native graphic file) of each item.

#### Implementation

This task is where we put the campaign into action. At this stage, we will have already finalized the marketing approach, but we will need to print and procure collateral, and conduct outreach activities to get our messages out to the community. This task assumes that the City is responsible for all costs associated with material printing.

#### Outreach Events

We have budgeted for in-person outreach and will work with the City to help define the appropriate implementation strategy. Alta will coordinate their outreach activities with local partners such as Inland Empire Biking Alliance, MHM & Associates, and Loma Linda University. These partners can provide an important community-based voice to the project, while working closely with the support of both Alta and City staff.

As part of this subtask, we will develop a training for outreach staff to prepare them for outreach activities in the community. Possible outreach activities include the following:

- Hanging posters in businesses and distributing yard signs to residents
- Talking with residents and distributing promotional materials at existing community events, such as farmers markets and street fairs
- Hosting activities at large employers and organizations, or at community centers, to provide information about Bike Share

As the City may have specific ideas and interests related to conducting community outreach related to the campaign, we look forward to working together to craft an appropriate and effective suite of education and outreach activities.

#### B. Implement Employer Incentive Plan

Alta will implement the strategies and programs from the Employer Incentive Plan developed in Task 2.6. We have budgeted 80 hours of staff time for this task which will include the development of the materials for the program and in-person events to promote the program.

### **TASK 4.3 BIKE SHARE TRAINING AND EDUCATION**

To complement and enhance the implementation of Rialto's bike share system, Alta will host up to six (6) adult-focused bicycle safety training workshops that will show participants how to ride confidently and safely on city streets and trails. These workshops will include training on how to properly use the chosen bike share hardware vendor's bicycles and other equipment (e.g., docking stations, racks, locks, mobile applications, etc.). Alta has 20 years of experience creating engaging and exciting opportunities to educate people on traffic safety. Our staff have created curricula in hundreds of cities across the country, educating tens of thousands of participants, of all ages, skill levels and languages. Alta understands the community's needs and has long-established ties to other groups and leaders throughout the region, such as the Inland Empire Biking Alliance, allowing our workshop outreach efforts to be extremely effective.

Three (3) units of three-hour 'Need to Know' Bike Safety Workshops, in English and Spanish languages

Three (3) units of eight-hour 'Traffic Skills 01' classes as proscribed by the League of American Bicyclists. These longer classes include an on-road group riding session following an in-classroom portion that covers the essentials. Classes may be taught in Spanish if there is sufficient demand.

Workshops will serve a diverse audience, including youth programming (under 20 years of age) and community leaders including city and district staff. Whenever possible, the 3-hour 'Need to Know' workshops will be hosted in partnership with community groups, elected officials, and city departments, to increase outreach efforts — and the staff of these groups will be encouraged to participate in the program, lending additional visibility to the education efforts.

To encourage a broad range of individuals to participate in the safety workshops, our team will create eye-catching, exciting, and welcoming materials to reach diverse audiences. Themed workshops will provide a 'fresh' take on the classes, and appeal to diverse audiences, who may otherwise not be connected to the cycling community. Examples of these types of themes may include: Women-only classes during Women's History Month; or LGBTQ classes during Pride Month; or a 'Senior Cycling' program for older residents. Workshops will take place at locations where community members already congregate (such as community centers, parks, or libraries), to reach the widest possible audience for the workshops.

#### **TASK 4.4 ONGOING MONITORING AND SUPPORT**

Once the program is launched, the City will need ongoing coordination with the chosen vendor. Alta’s monitoring and support services will focus on: 1) evaluating bike share program usage against established performance measures; 2) evaluating bike share program operations against the provider’s service level agreement; 3) evaluating the impacts and any new opportunities or challenges related to outreach, education, and encouragement programs; and 4) recommending any modifications to the station locations, system size, or operational model based on usage and operations data available. Based on our experience providing ongoing monitoring and support for programs like Capital Bike Share in Washington, DC (quarterly data analysis and reporting) and BIKETOWN in Portland, OR (on-call (on-call station siting for relocation and expansion), we anticipate up to 40 hours per quarter is needed over the 20 month timeframe (totaling 280 hours). This includes seven (7) quarterly reports of usage, service level, and outreach based on available data and monthly coordination calls (three (3) per quarter, or 20 total).

##### **Task 4 Deliverables:**

- Procure bike share equipment and operator
- Implement outreach and incentive plans
- Up to six (6) bike share trainings
- Ongoing monitoring and support

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**N/A**

## EXHIBIT “C”

## SCHEDULE OF COMPENSATION

TASK	Alta Planning + Design												Task Hours	Total Task Fee
	Principal-in-Charge	Project Manager	Assistant Project Manager	Senior Bike Share Advisor	Marketing/ Outreach and Education Advisor	Programs Lead	Planning Associate	Graphic Designer	Planner	Web Developer	Project Coordinator	CAD Drafter		
	Hondrop	Johnson	Sellinger	Crowther	Roberts	Caswell	Haukom	Cheng	McGuirk	Kurtz	Petrin	Burroughs		
2018 Hourly Rate *	\$351.30	\$128.30	\$89.39	\$146.78	\$185.66	\$129.22	\$140.95	\$107.55	\$83.65	\$119.50	\$84.26	\$73.74		
1. Project Management, Grant Administration, and Meetings	4	70	34	0	0	0	0	0	0	0	20	0	128	\$15,110
1.1 Kick-off Meeting	4	4	4										12	\$2,276
1.2 On-going Meetings and Communication		50	20								20		90	\$9,888
1.3 Project Advisory Committee		16	10										26	\$2,947
2. Feasibility Analysis	6	52	128	38	32	12	20	48	142	64	0	0	542	\$60,798
2.1 Define Goals and Objectives	1	4	4						8				17	\$1,891
2.2 Local Context Analysis	1	12	36	4			10		70				133	\$12,961
2.3 Bike Share Technology		4	30	12					28				74	\$7,238
2.4 Feasibility Analysis Technical Memo	1	4	8	2					16				31	\$3,212
2.5 Social Equity Plan	1	8	16	8	12				20				65	\$7,883
2.6 Outreach and Incentive Plan	2	20	34	12	20	12	10	48		64			222	\$27,553
3. Planning	6	19	68	28	0	0	0	0	96	0	0	60	277	\$27,188
3.1 Define System Parameters	2	8	24	8					36				78	\$8,060
3.2 Business Plan Development		4	24	12					28				68	\$6,762
3.3 Site Plans and Permitting		2	4						12			60	78	\$6,042
3.4 RFP Development	1	1	12	6					10				30	\$3,269
3.5 City Council Presentation	2	2											4	\$959
3.6 Final Report	1	2	4	2					10				19	\$2,096
Staff Hours	16	141	230	66	32	12	20	48	238	64	20	60	947	\$103,097
Reimbursable Expenses & Travel														\$2,000
Escalation														\$0
Project Total	\$5,620.83	\$18,089.81	\$20,559.00	\$3,687.44	\$5,941.03	\$1,550.65	\$2,819.00	\$5,162.45	\$19,908.91	\$7,648.08	\$1,685.13	\$4,424.41		\$105,097
OPTIONAL: 4. Implementation	8	82	148	62	24	40	10	48	142	0	0	0	564	\$63,735
4.1 Procure Bike Share Equipment and Operator	2	10	36	12									60	\$6,965
4.2 Implement Outreach and Incentive Plans	2	8	8		16	16	10	48	36				144	\$17,066
4.3 Bike Share Training and Education	2	16	4		8	24			26				80	\$9,874
4.4 On-going Monitoring and Support	2	48	100	50					80				280	\$29,831
Staff Hours	24	223	378	128	56	52	30	96	380	64	20	60	697	\$166,832
Reimbursable Expenses & Travel														\$0
Escalation														\$0
Project Total	\$8,431.24	\$28,610.13	\$33,788.26	\$18,787.76	\$10,396.80	\$6,719.48	\$4,228.50	\$10,324.91	\$31,787.33	\$7,648.08	\$1,685.13	\$4,424.41		\$168,832
GENERAL NOTES:														
* 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 are for calendar year 2018, and will be adjusted if work is continued into subsequent year(s).														

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

**The City and Consultant shall agree on a schedule of performance for the scope of work after the Notice To Proceed (NTP) is issued by the Director of Public Works.**