

SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
KTU&A

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 11th day of December, 2018 by and between the City of Rialto, a municipal corporation ("City"), and KTU&A, 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 and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit

for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

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 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, defend, and hold harmless 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 warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or

damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

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 Ninety-Nine Thousands and Forty Dollars and Zero Cents (\$199,040.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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 project, 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:

Mike Singleton (Name)	Principal (Title)
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Sharon Singleton (Name)	Principal (Title)
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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, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to 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 shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance

that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, 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, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and 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, legal costs and 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 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 (\$0.00) 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 only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 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: Mike Singleton
3916 Normal Street
San Diego, CA 92103
Tel: (619)294-4477 X133

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:

KTU&A

By: _____
Name: Michael L. Singleton
Title: Principal

By: _____
Name: Sharon Singleton
Title: Principal
Two signatures are required if a corporation.

EXHIBIT “A”

SCOPE OF SERVICES

Task 1 Project Coordination and Meetings

Task 1. 1 Project Coordination and Meetings

(1.1.1) Following selection, KTU&A will participate in monthly project team conference calls or on-site meetings with City staff to ensure communication about upcoming tasks and that the project remains on schedule and within budget. Typical items to address at these meetings include reviewing completed and upcoming tasks, the status of action items, and any deliverables.

We suggest that the first meeting be structured as an in-person kickoff meeting so that City staff, Caltrans, stakeholders, and KTU&A project team members can become acquainted with each other. This meeting would also be an opportunity to clarify project objectives, scope of work, schedule and budget, communication protocols, data requirements, outreach strategies, and City/Caltrans expectations. KTU&A project team will be in Rialto conducting on-site evaluation for Task 3.5, Field Analysis and Data Collection. This could be scheduled to occur on the same day as the kickoff meeting and knowledgeable input from this meeting can help KTU&A to focus on specific locations to investigate during subsequent field work.

In the interests of project management efficiency, for most of our active transportation projects similar to this one, we often arrange meetings to occur on the same days as field work or other scheduled events, such as the public outreach events. These will be scheduled well in advance in coordination with City staff.

(1.1.2) KTU&A has substantial experience conducting projects funded by the Sustainable Communities Grants program and KTU&A's project manager is familiar with the program's requirements, including required progress reports.

Task 1 Deliverables:

1.1 Project Coordination Meetings: Meeting agendas, meeting notes, progress reports, summaries of telephone, email, and other contacts

Task 2. Community Outreach

Task 2.1 Outreach and Engagement Plan

KTU&A team outreach partner KPA will develop an Outreach and Engagement Plan (O&E Plan) outlining the selected approach to community outreach throughout the project. The O&E Plan will identify and match outreach strategies based on stakeholders' communication needs and their appropriate level of engagement. The O&E Plan will include key messages, description of outreach activities/input opportunities and schedule, with emphasis placed on engagement methods to drive attendance at workshops, interactions at pop-ups at community festivals, and periodic meetings. The O&E Plan will describe the use of social and media engagement opportunities, and language/translation needs, among other elements. Tactics the KTU&A and KPA team will employ include:

- Develop key messages

- Conduct with staff input a key stakeholder analysis (individuals and community based organizations), which would include school districts, parents' and youth groups
- Develop a stakeholders' contact information database
- After meeting dates have been established and flyers developed:
- Disseminate Meeting Notice Flyers, electronically via e-blasts, as much as possible, to neighborhood associations, community-based organizations, youth groups, schools, and churches for distribution to their members, per the O&E Plan; make follow-up phone calls to 12-14 key organizations to confirm receipt and ask organizations to post on their websites and distribute through their social networks
- E-blast notices to project database contacts
- Provide promotional materials, flyers or press releases to be used by the City's existing communication channels, such as its website
- Develop social media messages, such as Twitter, Facebook, Instagram, for dissemination according to City protocol
- Provide a press release for City's approval and distribution

Task 2.2 Advisory Committee, Council, and Commission Meetings

(2.2.1-2.2.3) KTU&A will facilitate and attend Advisory Committee meetings to coincide with major outreach events and deliverables, as detailed in the O&E Plan to be prepared under Task 2.1. During the stakeholder analysis to be conducted with Rialto staff, KTU&A and KPA will ask the City to identify potential organizations and individuals who could serve on the Ad Hoc Advisory Committee meetings.

KTU&A will provide printed graphic and mapping materials to facilitate Ad Hoc Advisory Committee meetings. KTU&A will work closely with the City to determine materials that will be needed, including at a minimum large-scale color table maps and boards illustrating potential facility types, such as bicycle and pedestrian improvements and related streetscape elements, as well as associated presentations, as needed. The graphic and mapping materials prepared initially for project coordination meetings will also be designed for use at outreach events, as well as for Council and Commission presentations, and the final document. Four meetings will take place.

(2.2.4-2.2.5) KTU&A will prepare and deliver three presentations to the City Council to apprise them of plan start up, progress and conclusion. One presentation to the Planning Commission and one to the Transportation Commission will be provided to keep them informed and to seek feedback. In the interests of project efficiency and budget, we suggest scheduling project coordination meetings to coincide with City Council and Commission meeting dates wherever possible. This has proved to be successful for other active transportation projects, as committee members have been more likely to attend the Council or Commission meeting following their committee meeting on the same day.

Task 2.3 Outreach Events

The KTU&A team will coordinate with the City to host at least five separate outreach events. Per the RFP, these may be pop-up workshops to be held in conjunction at high-traffic community festivals, conventional public meetings, or a combination of these formats. KTU&A can employ either outreach approach for this plan, or a combination of both, depending on City preference, as described in the following sections.

Conventional Workshops

Conventional workshop format may be of value to initially to solicit the community's perception of locations or corridors as having issues, but also to help focus subsequent analysis efforts on those locations meeting participants feel most deserve attention. Their local knowledge and familiarity often proves valuable to overall analysis and site-specific decisions.

The KTU&A team has extensive experience conducting and facilitating conventional workshops. While an open house format tends to be the most common, a structured workshop with activities has proven to be effective in helping to define priorities. As an example of a structured workshop format, a series of exercises are given to each group table to complete, such as identifying general issues and concerns for an identified location or corridor, followed by coming to a consensus within their table group on which treatments may be the most viable. Each table then reports back, identifying trends and most common results. This allows participants to hear and discuss the various issues and understand the opportunities and constraints for each of the segment options. The participants have now been actively involved in the planning process, which helps garner consensus on priorities. KTU&A routinely provides Spanish translation/interpretation for outreach events.

For conventional community meetings, the KTU&A team will prepare materials such as an introductory presentation, large scale aerial photo maps and informative graphics depicting potential bicycle and pedestrian treatment options. For these workshops, KTU&A plots detailed large-scale maps with aerial photo backgrounds on which comments can be placed. We plot such maps in-house using our large format color plotters, which are used primarily to produce public outreach products like this.

Specific event format, desired outcomes and methods to achieve them can be tailored to the City's needs. All materials will be prepared in English and Spanish, including a promotional event flyer.

Pop-up Workshops

Many of our MPO and municipal clients have found it increasingly difficult to achieve adequate citizen participation with conventional community meetings, especially when held on weekday evenings. Family and work obligations and travel time are often cited as reasons that make it difficult to attend, especially members of minority communities.

With fewer people attending conventional meetings, we have found that effective outreach means going to the public instead of expecting the public to come to us. This is especially true for citywide plans. For other ATPs, KTU&A has recommended that municipal and MPO clients ensure sufficient public solicitation and participation by relying less on the conventional public meeting format. Instead, a strategy of pop-up outreach events or booths at established local events, combined with online input, has proved successful. Politically, these events have also shown decision makers that the project has demonstrated support through robust public input.

If desired, KTU&A can conduct outreach as pop-ups as part of established regional events, such as farmers' markets or other events. Having a booth at a scheduled and well-attended City or regional event takes the outreach effort to citizens who will be attending the event anyway. This has been particularly effective, allowing KTU&A to collect hundreds of map comments or surveys over the course of the event. Going to the public instead of holding conventional meetings is also cost-effective because the setting generally precludes having to produce as much hard-copy

boards illustrating background information than are typically needed for conventional meetings. For many participants, this appears less intimidating, especially if the infographics and branding are eye-catching and inviting.

This outreach methodology has proven successful for many of our recent active transportation projects, resulting in meaningful face-to-face interaction with far more citizens, and generating higher levels of input than would have been possible through conventional weekday evening workshops. Pop-ups at events have become an important outreach component for many municipalities.

For similar recent active transportation plans, other client cities have asked for the same number of outreach events as Rialto's RFP, and many have decided to conduct three or four as pop-up workshops and the initial and/or final event as conventional open houses or public meetings. KTU&A is willing to negotiate preferred outreach techniques. If desired, this can be a kick-off meeting discussion topic so City staff and stakeholders can weigh in with their preferences and recommendations based on past experience.

Project Graphics and Branding

Conveying new or unfamiliar ideas to decision-makers, public officials and concerned citizens requires clear visual communication. To do this, KTU&A utilizes the latest technology and techniques available. We continually strive to find ways to make complex issues and concepts comprehensible to all through the use of easily understood graphics. This particularly applies to the graphics and mapping we produce for public meetings, much of which often appears in the project document.

Maps, graphics, and visual simulations will be used to help communicate information when possible. KTU&A prepares outreach materials for diverse audiences, including in-house capabilities in English and Spanish, such as developing online and print materials, as needed.

Branding the project is a key component of engagement, whether online or through public workshops. While this plan has numerous components, they are all still part of the same project and branding helps convey a coherent message. A project logo or branding across these components is important to clearly indicate they are related throughout the duration of the project, and to provide continuity for the different project components. These will include:

- Project logo, overview, and introductory descriptions
- Project timeline and milestone opportunities for public input
- Project vision, goals, and supporting objectives

Task 2.4 Virtual Engagement

(2.4.1-2.4.2) The KTU&A team will work with Rialto communications staff to develop and implement a simple online survey, an online mapping survey, and social media presence for the project. The City will host the project webpage on its website to maintain consistency with other projects, but KTU&A can host it if desired. In either case, KTU&A will work with Rialto to develop and post content by providing images, infographics, and links to project deliverables and community engagement elements (surveys, comment forms, etc.), as well as a GIS-based mapping application, through which residents can identify mobility challenges and desired mobility options within Rialto. This GIS-based application has been an important tool to allow those who cannot participate in the outreach process an opportunity to provide input, including perceived barriers and recommendations improvements. Just as importantly, because it is geo-referenced,

this mapping data allows the KTU&A team to geographically identify hot spots where comments are most concentrated, as well as by type of barrier or improvement. Survey specifics will be vetted with the City prior to upload. The resulting information can then be factored into KTU&A's GIS prioritization analysis under Task 5.2, which has become a standard component of KTU&A's active transportation methodology. Incorporating public input benefits plan quality, but also directly supports future grant funding applications.

Story Map

An additional web-based platform that KTU&A can produce to facilitate outreach and engagement is building a "Story Map" using ESRI's ArcGIS Online infrastructure. A Story Map is a collection of maps, text, images, and multimedia content organized to tell a specific story. In this case, the Story Map will outline the project, community engagement, recommendation, and prioritization process, helping the community to stay informed and engaged throughout the project. This Story Map can be a stand-alone platform and become the project's website, or a link on the City's website.

(2.4.3) KTU&A will compile a memorandum as noted in the RFP addressing the virtual engagement results. However, summarizing public involvement has become an important component of active transportation plans because grant applications generally require a description of how community input was solicited, acquired, and incorporated into the plan. We therefore suggest that the memorandum include all outreach feedback, including that provided at pop-up or conventional workshops, such a summary mapping of locations of particular concern. The KTU&A team can compile all community workshop results, along with those from the online survey and online comment map and summarize all findings into a memorandum that can become a final document chapter or appendix. This can include tabular results, a synopsis of written comments, workshop photos, and graphically mapping comment locations as a "heat map."

KTU&A can make further use of the survey data by incorporating level of involvement as a factor in the GIS analysis driving the project prioritization process, if desired by the County. This documentation of public input and support has proven to be invaluable for grant funding applications, especially for the ATP grant program.

Task 2 Deliverables:

2.1 Outreach and Engagement Plan

2.2 Advisory Committee, Council, and Commission Meetings: Meeting agendas, meeting notes, PowerPoint files, sign-in sheets

2.3 Outreach Events: Event Plan, sign-in sheets, Event Summary Memo

2.4 Virtual Engagement: Project website, survey, Virtual Engagement Memo

Task 3. Inventory and Analysis

Task 3.1 Review of Relevant Plans and Studies

KTU&A will review existing improvement plans as noted in the RFP, particularly the City of Rialto section of the San Bernardino County Transportation Authority (SBCTA) Non-Motorized Transportation Plan highlighting reported bicyclist and pedestrian involved collisions, and its existing and future bicycle and pedestrian facilities. KTU&A will also review the visions and goals

of the “California Transportation Plan 2040” and “Toward an Active California: State Bicycle + Pedestrian Plan.” The SBCTA Non-Motorized Transportation Plan was completed in June 2018 and identifies city-wide bicycle and pedestrian improvements. As the foundation for this plan, this information will allow the team and the community to further develop recommendations.

Task 3.2 Active Transportation User Counts

(3.2.1-3.2.2) KTU&A traffic engineering team member Wiltec will conduct 12 bicycle and pedestrian counts. While counts are likely to occur at freeway crossing locations and major arterials, we suggest key intersections be collaboratively determined through discussions with Rialto staff, Advisory Committee member input familiar with bicycling and walking “hot spots,” and even public input from the initial outreach and survey. Key intersections can be a topic of discussion for a project coordination meeting, including criteria on which to determine selection. KTU&A GIS staff will then assist the City in setting up a systemic data-gathering program to evaluate Rialto’s transit and active transportation progress. This is important because having a baseline on which to build future trends directly supports Rialto’s competitive standing in future ATP grant funding applications.

Task 3.3 Existing Conditions and Task 3.4 Existing Conditions Report

(3.3.1) The KTU&A team will work with the City and other sources to collect and organize available project area existing conditions data, including traffic volumes, crash data, regional transportation plans, state route planning and construction plans, aerial and base maps, General Plan and other policy documents, development standards and regulations, and other relevant studies, all to support feasibility analysis, cost estimates, and implementation strategy later in the plan process.

Following initial data collection, KTU&A will evaluate if there is critical data missing (e.g. walking and bicycling counts) and will work with the City to collect such data.

KTU&A will also conduct a field survey (Task 3.5) to review and record existing conditions to identify any unusual or special conditions that may affect implementation. This will include inventory of existing facilities, including but not limited to roadways, sidewalks, any irrigation and flood control facilities, utilities, trails and trail heads, and high volume roadway crossings.

(3.3.2-3.3.3) KTU&A will prepare base maps for design and analysis work, as well as for use by residents at outreach events. Prior to data collection and analysis, KTU&A will coordinate with the City on data and mapping formats to ensure compatibility with City systems so that data generated for this plan can be seamlessly transferred to the City following project completion. KTU&A will inventory and compile mapping of existing city-wide bicycle and pedestrian network features. This will include collecting GIS data from typical sources, such as San Bernardino County, followed by an initial screen check using Google Earth.

For transportation planning, initial evaluations are frequently accomplished using Google Earth, allowing planners to zero in on specific locations noted in preliminary review, as well as stakeholder and City input. Fortunately, Google’s imagery for Rialto is fairly new, generally dated March 2018, recent enough to depend on for this initial overview.

The KTU&A team will work with the City and other sources to collect and organize available project area existing conditions data, including traffic volumes, crash data, regional transportation

plans, state route planning and construction plans, aerial and base maps, General Plan and other policy documents, development standards and regulations, and other relevant studies, all to support feasibility analysis, cost estimates, and implementation strategy later in the plan process.

KTU&A will analyze Rialto's bicycle and pedestrian-related collision data to identify collision trends, particularly where education may improve driver/cyclist/pedestrian issues. Data will be collected through the UC Berkeley's SafeTREC Transportation Injury Mapping System (TIMS).

Collision data provides insight into unsafe bicycling and walking environments. Patterns in time of day, time of year, and how they relate to location can highlight specific behaviors and roadway conditions. For example, a high number of morning or afternoon collisions involving youth may call for increased education for students riding or walking to and from school. Additionally, a pattern of locations like mid-block versus intersection crashes may be evidence of localized problems with visibility, engineering, or driver education. A pattern of crashes resulting from wrong-way bicycle riding would suggest additional bicyclist education programs focused on correcting this dangerous behavior.

KTU&A will conduct field work to review and record existing conditions to identify any unusual or special conditions that may affect implementation. This will include inventory of existing facilities, including but not limited to roadways, sidewalks, any irrigation and flood control facilities, utilities, trails and trail heads, and high volume roadway crossings, as well as locations with a history of collisions involving bicyclists and/or walkers.

Based on U.S. Census data, KTU&A will also map land-use and demographics, such as median income, age, primary commute mode, and households without vehicles. Additional inventory mapping will include existing and planned active transportation connections to other transportation modes, including but not limited to transit stops, future development, and key public parking lots, potential for ride-share and drop off locations, bicycle parking, trailheads, and recreational trails.

The critical data mapping resulting from this task will be used to produce maps crafted for maximum clarity, employing the latest available aerial photography and in color, both digitally for the final plan document, as well as hard-copy for outreach events and Advisory Committee meetings. All project maps and graphic boards are produced in-house on high-resolution, large-scale color plotters.

Most of the data compiled for this plan will be in the form of GIS shape files that will be conveyed to the City upon project completion. KTU&A's GIS staff will assist the City in setting up a systemic data center to house the collected data to support future evaluation and implementation.

Task 3.4 Existing Conditions Report

KTU&A will prepare an Existing Conditions Report incorporating all the observations made concerning opportunities, constraints, and challenges that need to be addressed. This report will also include our personal observations from Task 3.5 below, Field Analysis and Data Collection, especially photographs of observed problem locations and corridors, as well as noteworthy positive examples that deserve to be highlighted as potential models for implementation. The graphics prepared for this report will be designed to be used in subsequent presentations to clearly illustrate observed existing conditions as they will affect subsequent plan recommendations.

Task 3.5 Field Analysis and Data Collection

The KTU&A team will review existing improvement plans and conduct a field survey to review and record existing conditions to identify any unusual or special conditions that may affect implementation. This will include inventory of existing facilities, including but not limited to roadways, sidewalks, irrigation and flood control facilities, utilities, trails and trail heads, freeway crossings, and ADA compliance issues.

This initial field work helps us familiarize ourselves with the study area's existing facilities and constraints, including photography. To execute this phase of the project in the most efficient manner possible, we employ ArcGIS's Collector application. Collector allows us to compile data on mobile devices and annotate online maps and site photos using tablets and smartphones. We can automatically geo-reference our observations and photos, which streamlines later desktop analysis. This application has made our field work much more efficient because we no longer need to use paper maps on which to take notes.

Collector ports our observation notes and geo-referenced photos directly into our web-hosted database. This direct entry improves data quality and decreases post-field processing time of both GPS data and photographs. In the absence of internet service, ArcGIS Collector can still be used since it supports "disconnected" editing, helping to avoid connection issues when performing field work in remote areas. Field teams can simply load their data when they return to an area with network connection. The collected data can be shared with Staff.

Task 3 Deliverables:

3.1 Review of Relevant Plans and Studies

3.2 Active Transportation User Counts: Data Tables, Data System

3.3 Existing Conditions: Data Collected - Digital Files, Data Center Repository, Maps Prepared for Events/Plan

3.4 Existing Conditions Report

3.5 Photographs and notes

Task 4. Needs Assessment

Task 4.1 Needs Assessment and Task 4.2 Needs Assessment Report

KTU&A can employ various needs assessment methodologies as part of this task, whose results can then be incorporated into the plan's recommended projects. The analytical tools that KTU&A is proposing efficiently leads to grant-ready results. In addition, these tools provide background information to help clarify why and where recommendations were selected. The following analyses are typically conducted for our active transportation planning projects:

Bicycle and Pedestrian Propensity Model

KTU&A developed and regularly updates a GIS-based Bicycle and Pedestrian Propensity Model for active transportation planning. This model incorporates land use, demographics, social equity, safety, network completeness, connectivity to transit and other destinations such as schools,

parks, recreation and transit, at a minimum. KTU&A continuously builds on this model as part of ongoing ATP projects to meet each client city's needs and augments it with results from regression analyses. KTU&A will therefore utilize the latest, most up to date model version for this plan.

This model can also be tailored to individual modes so that bicyclist, pedestrian, or transit users' issues can be targeted individually. Additionally, KTU&A can build sub-models that prioritize specific criteria, such as household income, access to personal vehicles, health, and other equity concerns. This tool is also used to objectively rank projects and recommendations as part of Task 5.2, Prioritization.

Level of Traffic Stress Analysis (LTS)

Among the tools KTU&A incorporates into the prioritization process is a Level of Traffic Stress analysis (LTS), sometimes called Level of Comfort, using available data to objectively assess local and regional bicyclists' comfort level on existing roadways. LTS modeling addresses perceived safety related to traffic speed, number of lanes, and existing bikeway facility type. In addition to serving as an effective proxy for safety, bikeway LTS rating is a measure of existing bikeway network suitability. LTS analysis can highlight potential neighborhood connections where none previously existed, allowing them to become viable bicycle and pedestrian network connections, especially if they readily connect the city-wide system. In most cases, the value of LTS analysis is that it highlights opportunities for inclusive facilities that would not have been evident without employing this modeling technique.

While not a standalone assessment of any street's potential to support a bicycle facility, LTS is an important planning tool when developing a complete and comfortable bicycle network, especially given Rialto's street and highway pattern. KTU&A will develop an LTS model for this plan as part of this phase to assist in determining corridors suitable for bicycle facilities, identifying high stress corridors that may need to be upgraded, and also to identify network missing links.

Safe Routes to Schools

Pedestrians, particularly around schools, are generally accommodated due to ADA regulations and conditions of development and the City is conducting a Safe Routes to School study. The evidence suggests that most parents would be willing to let their children walk or bike to school, but are discouraged because of the existing walking and biking environment's shortcomings. Lack of sidewalk connectivity and curb access, as well as challenging intersections, are common issues for people who walk, and not just around schools and parks. Routine accommodations for bicyclists are still a challenge for many cities, such as striping bicycle lanes when streets are being resurfaced or narrowing lanes to install bicycle lanes.

Many pedestrian projects are "spot treatments" where, for example, one or two curbs or a short segment of sidewalk needs to be installed. Typically, these improvements are included on a city's CIP list, especially if the route experiences heavy pedestrian travel. Our pedestrian projects prioritization methodology stems from a similar approach to Safe Routes to School and first and last mile to transit assessment so the City can leverage state and federal funds to implement pedestrian improvements around schools, parks, and transit. KTU&A will incorporate components of the ongoing Safe Routes to School analysis as needed to support plan needs assessment. Bicycle and pedestrian projects will then be developed together to provide a comprehensive non-motorized network, both internally and regionally.

First and Last Mile (FLM) Assessment

This component of this task's needs assessment targets the conditions potentially affecting transit use levels within a specified distance from high ridership locations. These locations will be determined through coordination with the City and OmniTrans, including acquiring their latest boarding and alighting data. In addition, KTU&A will work with the City to determine other key locations where FLM assessment may be conducted for existing and future stops. After vetting preferred catchment area distances with the City (typically one half to one mile), KTU&A will develop the necessary FLM studies for future transit planning using ArcGIS roadway mapping data, and not simply radii centered on specific locations. This helps to address the effect of major roadways as potential barriers to accessing transit due to uncomfortable walking and biking conditions. This is included due to Rialto's configuration with two east-west freeways affecting north-south active transportation, as well as other high-volume roadways. As part of this effort, emerging Transportation Network Companies (TNCs) in the vicinity will also be assessed, such as ride-share, bikeshare, and electric scooters.

Social Equity

KTU&A's experience evaluating social equity employs data related to active transportation and transit access for disadvantaged communities. To assess Rialto's equity data, the KTU&A team will incorporate the following datasets as a starting point to use as a performance measure and in project prioritization:

- CalEnviroScreen 3.0
- US Census/American Community Survey
- California Health Interview Survey
- Free and Reduced Price School Meals Program

These criteria are also important in garnering additional points for not only Caltrans ATP grant funding, but other funding sources such as urban greening and sustainable community grants. Besides these data-driven approaches, the needs assessment will also incorporate City, stakeholder, and public input to both corroborate the assessment analyses, but also to identify any other specific needs that may not be adequately addressed except through user experience. This is intended to take advantage of knowledgeable local expertise to supplement the broader scale of GIS analysis. The resulting data will be compiled into a Needs Assessment Report that addresses the considerations noted in the RFP, such as active transportation user comfort, safety, and connections, and existing network gaps, particularly transit mobility, and how they affect disadvantaged communities.

Task 4 Deliverables:

4.1 Needs Assessment

4.2 Needs Assessment Report

Task 5. Active Transportation Network and Programs

Task 5.1 Recommended Network and Programs

(5.1.1) Based on the analysis performed for the previous tasks, KTU&A will develop a list of potential projects, with corresponding maps, sections, and necessary graphics to highlight project elements. Projects will be defined based on a connected network of facilities and the aforementioned Safe Routes to School, First and Last Mile components, transit connectivity and spot safety improvements. Recommendations will focus on access to key destinations including

transit, schools, employment centers, activity centers, future development, recreational amenities, and other locations identified by the community and City staff.

Following identification of the selected corridors, KTU&A will work with City staff to identify appropriate facility types for selected corridors. This sub-task will further define the facility types and where they fit into the overall facility network, especially where they may coincide with priority routes. The recommendations will identify the Caltrans-defined bicycle facility class that can be accommodated and what roadway modifications (if any) would be required to accommodate them. This will be compiled as a feasibility table that summarizes roadway conditions by segment. Rather than just putting lines on a map, KTU&A looks at existing rights-of-way of proposed projects to determine whether standard typical bicycle lanes, buffered bicycle lanes, or even protected bicycle lanes are feasible.

Utilizing Complete Street best practices, this preliminary analysis provides the additional detail not typically found in active transportation master plans. This table also helps to determine whether the route should be a shared bicycle facility or a separated one, based on available right-of-way.

KTU&A will compile bike and pedestrian corridor treatment cross-sections that can be applied throughout the recommended walking and biking network. Bicycle and pedestrian mobility planning principles are undergoing rapid change, and the cross sections will reflect current state of practice, supported by the results of previous analyses performed for this plan. Besides maps, most graphics prepared for this plan will be 3D model renderings.

KTU&A has invested heavily in 3D modeling technology, both in software and commitment to staff learning time, specifically in support of active transportation planning projects because being able to see proposed layouts in three dimensions is immensely valuable in helping both the public and decision makers to understand what is being proposed and why. We now possess a robust library of active transportation 3D model components that help project recommendations come alive in ways that 2D illustration cannot match. The resulting graphics enrich the document, highlight the presentations and are often used to support grant applications.

In addition, KTU&A will compile a list of recommended education and encouragement programs intended to generate greater active transportation interest and participation. KTU&A maintains a constantly evolving program inventory from which to select. For many of our active transportation plans, program selection is conducted with stakeholder input since programs may depend on the continued commitment of dedicated advocates in support of City programs.

Per the RFP, both the recommended physical improvements and education and encouragement programs will be selected to be compatible with Task 2's O&E Plan, and will address Task 4.2's Needs Assessment findings.

Task 5.2 Prioritization

(5.2.1) How projects are identified and prioritized are important for two reasons. First is that prioritizing proposed projects supports effective active transportation facility planning and implementation. The second is that it also directly supports future grant applications because most grants require evidence that prioritization was considered when ranking potential projects for grant application purposes. The prioritization process should therefore include stakeholder, public, and City staff input. Prioritization criteria may include:

- Level of Traffic Stress (LTS)
- Collision rates
- Economic efficiency: NCHRP Report 552/Benefit-Cost
- Bicycle and Pedestrian Propensity Model results
- Public support (Outreach results)
- Project feasibility
- Completes the network: Measured by number of intersections with other existing and proposed bikeways and trails
- Completes the corridor: Portion of a corridor already built to at least minimum Caltrans standards for the proposed bikeway type
- Proximity to activity centers (schools, parks, transit, retail, recreation, etc.)
- Social equity factors (household income, private vehicle access, etc.)

(5.2.2) Recommendations will be prioritized using KTU&A's proprietary GIS tools, including for use in Task 5.3, Implementation Plan. Project prioritization is a very important component of active transportation planning because being able to validate recommendations based on an objective prioritization methodology directly supports successful grant funding.

KTU&A's active transportation project prioritization methodology is based on national, statewide, and regional best practices, with guidance from Caltrans' Toward an Active California Plan and Smart Mobility Framework, including, but not limited to, demand modeling, level of traffic stress, demographics, populations served by walking, bicycling and transit, cost-benefit, network completeness, density of destinations, safety, and community input. The default prioritization inputs will be vetted with the City to more closely reflect Rialto's active transportation priorities. For example, giving higher weighting to projects in close proximity to schools is commonly requested by client cities, and may be in keeping with the desired outcomes of this plan.

It is important to note that this methodology will help Rialto prioritize its active transportation projects to better correspond with state and federal grant program requirements and help to meet or exceed specific grant funding criteria. In addition, the prioritization process inputs can be used later as performance measures to gauge a project's success following implementation, which can further bolster subsequent grant funding applications.

Implementation Plan

(5.3.1) When the prioritized projects are approved by the City, an implementation process will be developed to include:

- Utilizing any previous General Plan implementation steps, if available
- Proposing a phasing strategy to implement projects incrementally
- Identifying high demand/priority projects that should be implemented first
- Identifying existing infrastructure projects already approved to incorporate active transportation facilities
- Prioritizing the remaining projects to be built after high priority projects are completed
- Identifying national, state and local funding sources available to implement active transportation facilities
- Identifying other funding ideas/mechanisms being utilized in other communities

- Strategizing ways to market bicycling and walking as a means of transportation and incentivize developers to incorporate bicycle and pedestrian friendly design into their developments
- Identifying future area mobility planning steps

(5.3.2) KTU&A maintains a construction cost database for typical active transportation project types, including costs for items such as trails and trail heads, bikeway striping, racks and bike parking, intersection controls, signage, or other streetscape improvements. KTU&A updates cost estimates and worksheets from previous projects within the region, which will facilitate cost estimating with the most accurate and relevant values.

KTU&A will develop high-level cost estimates and identify short-term and long-term (such as three and five year) tiered implementation timeframes for recommended active transportation facilities, including coordination with new and maintenance projects. This will include addressing prioritized projects' opportunities and constraints, coordinated with the high-level cost estimates, and how they may relate to likely available funding for that project type. These cost estimates will utilize local data from the City, as well as industry-standard unit costs (such as costs per linear foot of new curb and gutter). This component of implementation planning will be vetted with City staff.

(5.3.3) KTU&A maintains a funding database to address the rapid changes taking place active transportation programs. KTU&A updates this database as new funding sources are created and older programs expire. This is especially important as California folds several former programs into a comprehensive Active Transportation Program. Not only does our updated funding database provide the City with the latest information for planning and construction grants, it also identifies other funding sources for projects that incorporate stormwater and other green infrastructure. The KTU&A team has successful grant writing experience and can assist the City with writing a grant at the end of the project.

(5.3.4) KTU&A will work with the City to evaluate ongoing maintenance and City selected projects to determine what low-cost enhancements can be made to improve them. For example, some cities are performing slurry sealing differently within bicycle lanes than within the vehicle travel lanes, particularly by reducing or even eliminating the aggregate component. This results in a smoother surface to benefit bicyclists, where the wear resistance of aggregate is not needed. When applied to large enough resurfacing contracts, this reduces costs.

(5.3.5) Finally, KTU&A will assist Rialto staff with Plan implementation recommendations that require General Plan updates. This may range from suggesting minor edits of existing text, completely new wording, or removal of outdated text.

Task 5 Deliverables:

5.1 Recommended Network Map(s), Recommended Programs List

5.2 Prioritization: Criteria list, prioritization table(s)

5.3 Implementation Plan: Cost estimates, existing maintenance and project enhancements, GP updates

Task 6. Active Transportation Plan

Task 6.1 Administrative Draft Plan

KTU&A will compile an Administrative Draft Plan that provides complete documentation of the project as previously described, particularly the chapter topics listed in the RFP. For the chapter defining performance measures and the top ten priority projects, KTU&A will suggest potential performance measures to support the City's desired outcomes. We also recommend adding a chapter or appendix summarizing public input because this documentation will be valuable for future grant applications.

KTU&A prepares all documents using Adobe InDesign, the publishing industry standard. The Administrative Draft Plan will integrate photographs, tables, text, maps, and tables of contents, lists of figures, and indexes. The outcome is a product easy to understand, informative, and most of all, useful. KTU&A has developed a highly refined approach to active transportation planning, but strives to clearly convey project information in ways readily understandable to all, including both interested residents and decision makers.

6.2 Draft Plan and Task 6.3 Final Plan

(6.2.1-6.2.2) KTU&A will address comments received on the Administrative Draft Plan and compile a Draft Plan. KTU&A will also compile one corresponding presentation to the Planning Commission and one to the Transportation Commission. For continuity, graphics and mapping in the same style as prepared for the plan document will be incorporated into the presentation. Based on comments to the Draft Plan, KTU&A will compile a Final Plan.

6.4 Plan Adoption

(6.4.1-6.4.2) KTU&A will prepare and deliver a Final Plan presentation to City Council for adoption and then work with City staff to address any remaining critical issues.

Task 6 Deliverables

6.1 Administrative Draft Plan

6.2 Draft Plan: Commission presentations

6.3 Final Plan

6.4 Plan Adoption: Presentation to City Council

Task 7. Fiscal Management

Task 7.1 Grant Reporting

KTU&A will support Rialto staff with content for reporting as necessary to Caltrans district staff, including content for Quarterly Reports and a Final Report.

Task 7 Deliverable

7.1 Award Report, Quarterly Reports, and Final Report to Caltrans

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Standard Language)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Rialto ACTIVE TRANSPORTATION PLAN PROJECT NO. 180809		KTUA					KPA		Sub-Total Hours
		Principal Mobility Planner	Senior Associate/ Project Manager	Assistant Project Manager/ Associate	Senior Planner / Designer	Planner/ Designer	Senior Project Manager	Project Manager	
		\$192	\$157	\$88	\$79	\$80	\$195	\$165	
Task 1: Project Coordination and Meetings									
1.1	Project Coordination and Meetings	(See sub-task hours below)							
1.1.1	Attend/coordinate conference calls/meetings (Assume 14 total - 4 on-site)		14	8			6	6	34
1.1.2	Provide periodic progress reports to City		6						6
Task 1 Deliverables 1.1: Meeting agendas, notes, progress reports, telephone, email, and other contacts summaries									
Task 1 Labor Hours:		0	20	8	0	0	6	6	40
Task 1 Labor Costs:		\$0	\$3,133	\$707	\$0	\$0	\$1,168	\$990	
Task 1 Materials Costs:						\$0		\$0	
Task 1 Subtotals:						KTUA \$3,841	KPA \$2,158		
						Task 1 Total:		\$5,999	
Task 2: Community Outreach									
2.1	Outreach and Engagement Plan	2	2				6	16	26
2.2	Advisory Committee, Council, and Commission Meetings	(See sub-task hours below)							
2.2.1	Facilitate/attend Ad Hoc Advisory Committee meetings (Assume 4)		16	24			6		46
2.2.2	Assist City with formation of Ad Hoc Advisory Committee		4	4				6	14
2.2.3	Facilitate discussion of stakeholder list, study topics, and strategies for engaging residents		4	4			6	6	20
2.2.4	Prepare/deliver presentations to City Council (Assume 3)		16						16
2.2.5	Prepare/deliver presentations to Planning/Transportation Commissions (Assume 1 each)		8						8
2.3	Outreach Events (Assume 5)			8		8	75	60	151
2.4	Virtual Engagement	(See sub-task hours below)							
2.4.1	Develop/maintain project website		2	6		8			16
2.4.2	Develop simple online survey		4	6		8			18
2.4.3	Prepare memorandum outlining virtual engagement findings		2	6		8			16
Task 2 Deliverables 2.1: Outreach and Engagement Plan, 2.2: Advisory Committee, Council, and Commission Meetings: Meeting agendas, meeting notes, PowerPoint files, sign-in sheets, 2.3: Outreach Events: Event Plan, sign-in sheets, Event Summary Memo, 2.4: Virtual Engagement: Project website, survey, Virtual Engagement Memo									
Task 2 Labor Hours:		2	58	58	0	32	93	88	331
Task 2 Labor Costs:		\$385	\$9,087	\$5,128	\$0	\$2,559	\$18,107	\$14,520	
Task 2 Materials Costs:						Outreach Materials \$1,664		\$0	
Task 2 Subtotals:						KTUA \$18,823	KPA \$32,627		
						Task 2 Total:		\$51,450	
Task 3: Inventory and Analysis									
3.1	Review of Relevant Plans and Studies		4	8		12			24
3.2	Active Transportation User Counts	(See sub-task hours below)							
3.2.1	Collect active transportation (bicycle and pedestrian) counts			4	8	2			14
3.2.2	Assist City in setting up systemic data-gathering program				12				12
3.3	Existing Conditions	(See sub-task hours below)							
3.3.1	Collect conditions data per RFP		2		8	16			26
3.3.2	Prepare critical data maps		4	8	8	16			36
3.3.3	Assist City in setting up systemic data center				12	16			28
3.4	Existing Conditions Report	2	2	12	12	18			46
3.5	Field Analysis and Data Collection		8	16		16			40
Task 3 Deliverables 3.1: Review of Relevant Plans and Studies, 3.2: Active Transportation User Counts: Data Tables, Data System, 3.3: Existing Conditions: Data Collected - Digital Files, Data Center Repository, Maps Prepared for Events/Plan, 3.4: Existing Conditions Report, 3.5: Photographs and notes									
Task 3 Labor Hours:		2	20	48	60	96	0	0	226
Task 3 Labor Costs:		\$385	\$3,133	\$4,244	\$4,754	\$7,678	\$0	\$0	
Task 3 Materials Costs:						Bicycle and Pedestrian Counts \$9,600		\$0	
Task 3 Subtotals:						KTUA \$29,795	KPA \$0		
						Task 3 Total:		\$29,795	
Task 4: Needs Assessment									
4.1	Compile Needs Analysis Based on Existing Conditions Findings	2	17	40	50	68			177
4.2	Needs Assessment Report	2	16	40	50	64			172
Task 4 Deliverables 4.1: Needs Assessment, 4.2: Needs Assessment Report									
Task 4 Labor Hours:		4	33	80	100	132	0	0	349
Task 4 Labor Costs:		\$769	\$5,170	\$7,074	\$7,924	\$10,557	\$0	\$0	
Task 4 Materials Costs:						\$0		\$0	
Task 4 Subtotals:						KTUA \$31,494	KPA \$0		
						Task 4 Total:		\$31,494	

City of Rialto		Principal Mobility Planner	Senior Associate/ Project Manager	Assistant Project Manager/ Associate	Senior Planner / Designer	Planner/ Designer	Senior Project Manager	Project Manager	Sub-Total Hours
ACTIVE TRANSPORTATION PLAN		\$192	\$157	\$88	\$79	\$80	\$195	\$165	
PROJECT NO. 180809									
Task 5: Active Transportation Network and Programs									
5.1	Recommended Network and Programs	(See sub-task hours below)							
5.1.1	Develop recommended citywide transit, bicycle and pedestrian network		4	16	12	24			56
5.1.2	Prepare list of recommended education and encouragement programs		4	8	24	16			52
5.2	Prioritization	(See sub-task hours below)							
5.2.1	Develop prioritization criteria for review/comment by City/Advisory Committee	2	16	16	24	40			98
5.2.2	Apply prioritization criteria to recommended active transportation network		12	16	24	40			92
5.3	Implementation Plan	(See sub-task hours below)							
5.3.1	Develop tiered approach for completing active transportation network		6	12	12	24			54
5.3.2	acrobatic		6	13	36	36			91
5.3.3	Compile funding sources list for recommended infrastructure and programs	2	6	14	12	12			46
5.3.4	Determine low-cost enhancements for City maintenance and projects		6	8	12	24			50
5.3.5	Assist Rialto staff to implement recommendations that require GP updates		6	12	12	16			46
Task 5 Deliverables 5.1 Recommended Network Map(s), Recommended Programs List, 5.2: Prioritization: Criteria list, prioritization table(s), 5.3: Implementation Plan: Cost estimates, existing maintenance and project enhancements, GP updates									
Task 5 Labor Hours:		4	66	115	168	232	0	0	585
Task 5 Labor Costs:		\$769	\$10,340	\$10,168	\$13,312	\$18,555	\$0	\$0	
Task 5 Materials Costs:						\$0		\$0	
Task 5 Subtotals:						KTUA \$53,145	KPA \$0		
Task 5 Total:						\$53,145			
Task 6: Active Transportation Plan									
6.1	Administrative Draft Plan	2	6	24	42	40			114
6.2	Draft Plan	(See sub-task hours below)							
6.2.1	Compile draft plan for City comment and feedback	2	6	24	8	18			58
6.2.2	Present draft plan to Planning and Transportation Commissions		6			4			10
6.3	Final Plan	2	6	12	8	12			40
6.4	Plan Adoption	(See sub-task hours below)							
6.4.1	Present Final Plan to City Council meeting for adoption		6			4			10
6.4.2	Address remaining critical issues		4	6		6			16
Task 6 Deliverables 4.1: Needs Assessment, 4.2: Needs Assessment Report									
Task 6 Labor Hours:		6	34	66	58	84	0	0	248
Task 6 Labor Costs:		\$1,154	\$5,327	\$5,836	\$4,596	\$6,718	\$0	\$0	
Task 6 Materials Costs:						\$0		\$0	
Task 6 Subtotals:						KTUA \$23,630	KPA \$0		
Task 6 Total:						\$23,630			
Task 7: Fiscal Management									
7.1	Grant Reporting		18	8					26
Task 7 Deliverables 7.1: Award Report, Quarterly Reports, Final Report to Caltrans									
Task 7 Labor Hours:		0	18	8	0	0	0	0	26
Task 7 Labor Costs:		\$0	\$2,820	\$707	\$0	\$0	\$0	\$0	
Task 7 Materials Costs:						\$0		\$0	
Task 7 Subtotals:						KTUA \$3,527	KPA \$0		
Task 7 Total:						\$3,527			
Total Hours per Firm:		18	249	383	386	576	99	94	1,805
Total Labor Costs per Firm per Person:		\$3,461	\$39,011	\$33,865	\$30,587	\$46,068	\$19,275	\$15,510	
Total Labor Costs per Firm:						\$152,991		\$34,785	
Total Materials/Travel Costs per Firm:						\$11,264		\$0	
Total Costs per Firm:						\$164,255		\$34,785	
Total Costs:						\$199,040			

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.