

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CHEN RYAN ASSOCIATES, INC. DBA CR ASSOCIATES
(PROFESSIONAL PLANNING AND ENGINEERING SERVICES – BICYCLE MASTER
PLAN UPDATE AND ACTION PLAN, RFP 24-054AS)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of July, 2024 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Chen Ryan Associates, Inc. DBA CR Associates, a California corporation with its principal place of business at 3900 5th Avenue, Suite 310, San Diego, CA 92103 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional planning and engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Bicycle Master Plan Update and Action Plan project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning and engineering services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from July 3, 2024 to July 31, 2025 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and

deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Monique Chen, Andrew Prescott, and Cat Callaghan.

3.2.5 City’s Representative. The City hereby designates Savat Khamphou, Public Works Director/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the

power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Monique Chen, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal

law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** minimum; per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage

and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain

the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents,

proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Ninety-Nine Thousand Nine Hundred Twenty Dollars (\$399,920) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the

Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the 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.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City

reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to

the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

CR Associates
3900 5th Avenue, Suite 310
San Diego, CA 92103
Attn: Monique Chen

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must

comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CHEN RYAN ASSOCIATES, INC. DBA CR ASSOCIATES
(PROFESSIONAL PLANNING AND ENGINEERING SERVICES – BICYCLE MASTER
PLAN UPDATE AND ACTION PLAN, RFP 24-054AS)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Kenny I. Nguyen
Kenny Nguyen
CIP Manager/Assistant City Engineer

Reviewed By: Keegan Olds
Keegan Olds
CIP Supervisor

Reviewed By: F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
Sylvia Edwards
City Clerk, City of Corona, California


CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CHEN RYAN ASSOCIATES, INC. DBA CR ASSOCIATES
(PROFESSIONAL PLANNING AND ENGINEERING SERVICES – BICYCLE MASTER
PLAN UPDATE AND ACTION PLAN, RFP 24-054AS)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CHEN RYAN ASSOCIATES, INC. DBA CR ASSOCIATES
a California corporation

By: 
9CD71846B850472...

Monique Chen
President

By: 
60CD58F9277549B...

Ross Duenas
Chief Financial Officer

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning and engineering services necessary for the Project. The Services are more particularly described herein.

A. INTRODUCTION AND OBJECTIVES

The City of Corona was incorporated on July 13, 1896, by the community, changing the name from South Riverside to Corona, the City’s diverse population is estimated at 159, 567 (July 1, 2022), and the City encompasses an area of 39.94 square miles, the City’s surface transportation network is composed of various roadway classifications totaling 386.71 ‘centerline’ miles.

The City’s land uses are made up of, “urban form is polycentric, with district centers serving different purposes. The Northwest Industrial District is home to major industries, providing a wide range of jobs for the City’s residents. The Transit District provides a mix of employment, commercial, and residential uses in an intense mixed-use environment. The same exists at the Dos Lagos Shopping Center. Smaller commercial districts are located throughout the city. A midrise professional district is south adjacent to SR-91. Most of the southern half of Corona is residential, with commercial uses along arterial street corridors. These districts are connected by travel corridors that run the length of the city.”

The Consultant shall provide planning and engineering services for the update and development of a comprehensive citywide bicycle master plan. The Consultant shall develop a comprehensive update of the Citywide Bicycle Master Plan (May 31, 2001) this work will be in collaboration with City staff and the community.

The City’s current Bicycle Master Plan (BMP, 2001) will be updated to meet current standards of bikeways design and strengthen safe mobility options throughout the City. The City will utilize its updated and revised Bicycle Master Plan with an aim to develop safe and low-stress bicycle infrastructure that meets the needs of nonmotorized users in all programming, planning, construction, maintenance, operations, and project development activities and products.

In addition, the update to the BMP will focus on the expansion and maintenance of an efficient bicycle network, in addition to implementing bicycling supporting infrastructure that encourages bicycling; and yields a network that promotes connectivity to public transportation and to local and regional recreational trails. The City has implemented approximately 130 lineal miles of bicycle facilities that encompass Class I, Class II, and Class III facilities to date.

Expanding bicycle facilities that will include low-stress and separated bicycle facilities, increasing connections, and implementing related and supporting facilities will increase the potential to grow bicycle travel in the City and promote active transportation. Refer

to Appendix “B” of the RFP documents for existing bicycle facilities and how the current network integrates with public transit (bus and rail).

Objectives:

Community Engagement and Partnership

To realize the City’s bold objectives that are set out in this bicycle master plan update, the City will rely on expert input and collaboration with residents, visitors, and several different organizations in the community.

Each program, policy, and initiative to be developed with this plan update will be structured as a joint effort between Corona and designated community partners.

The City has already established collaborative efforts with members of the community through its “Bicycle Safety Meeting” but will cultivate additional partnerships with community organizations and interested individuals as individual (BMPU) public outreach/involvement programs are developed. All public outreach will incorporate meaningful public involvement into each stage of the study and development process for Corona’s Bicycle Master Plan Update, including its policies. Full representation from all communities affected with equitable access to public involvement opportunities ensures that underserved and overburdened populations are included to inform the Project Development.

- Advocacy and engagement
 - Corona Norco Unified School District
 - Riverside University Health System (RUHS)
 - City of Corona Police Department
 - City of Corona Traffic Department
- Transportation Planning
 - Southern California Association of Governments (SCAG)
 - Riverside County Transportation Commission (RCTC)
 - Western Riverside Council of Governments (WRCOG)
 - Riverside Transit Agency
 - City of Corona Public Works
 - City of Corona Community Services (including Transit Service)
- Economic Development and Tourism
 - Corona Chamber of Commerce
 - Business Community
 - Downtown Revitalization Plan
 - City of Corona Planning Commission
 - Local Bicycle Shops

Strategies to promote bicycle travel in the City and tenets for the BMPU

- Develop and maintain safe bikeways throughout the City,
- Offer a complete bikeways network for on and off-street bicycle travel accessible and comfortable to people of all ages and abilities,
- Integrate bicycling with transit options both locally and regionally,
- Each program derived from the BMPU will be focused on one or more of the “5 E’s” outlined by the League of American Bicyclists:

- **Engineering**
 - The BMPU will establish best practices in complete streets design, bikeways standards, to develop plans for infrastructure bicycle improvements.
- **Education**
 - The City to conduct training, certification courses, and safety campaigns to highlight the health and environmental benefits of bicycling.
- **Encouragement**
 - The City to organize events that will align with the various programs of this BMPU plan to encourage everyone from young children to senior citizens, students, and people from advocacy groups, local businesses, to choose biking as their means of transportation.
- **Enforcement**
 - Traffic laws must be equally and adequately enforced to create a safe environment for all road users, to make sure bicyclists and motorists, and pedestrians are respecting the rules of the road and contributing to safe streets for all.
- **Planning and Evaluation**
 - Collecting data is an integral activity for understanding bicycle travel and its needs and for prioritizing bikeways and its related projects and to evaluating the City's progress toward increasing the bicycle mode share.
- **Equity in Planning**
 - “Equity in transportation seeks fairness in mobility and accessibility to meet the needs of all community members. A central goal of transportation equity is to facilitate social and economic opportunities through equitable levels of access to affordable and reliable transportation options based on the needs of the populations being served, particularly populations that are traditionally underserved.”

B. BACKGROUND AND PROJECT DESCRIPTION:

All proposal for the BMP Update and their products shall comply with California and Federal bicycle facilities standards, Federal Statutory and Regulatory Requirements 23 USC 217, California Department of Transportation (Caltrans)'s Separated Bikeway Guidance, DIB 89-02, and bicycle related Caltrans Design Information Bulletins, City Standards, City ordinances, California Manual on Uniform Traffic Control Devices (California MUTCD), Caltrans Highway Design Manual, American Association of State Highway and Transportation Officials (AASHTO)'s Guide for the Development of Bicycle Facilities, NACTO Urban Bikeway Design Guide, and other applicable criteria as well as minimize typographical omissions, and Americans With Disabilities Act of 1990 (ADA) standards.

The Consultant shall provide the following services, as necessary with the following primary goals but not limited to:

1. Turn the City's community visions and goals for a bikeable city into actionable projects that are prioritized by the community through a thorough and engaging public process.
2. Identify priority corridors that connect the City's residential neighborhoods with the downtown, schools, recreation paths, businesses, and adjacent communities.
3. Identify and prioritize projects and policies that will make biking safe, comfortable, and convenient, resulting in an increase in the number of bicyclists across all ages, genders, and abilities.
4. Develop a comprehensive biking network and supporting facilities plan that allows residents and visitors to access a safe and comfortable bicycling facilities for travel to the downtown area, the existing trails, school campuses, and the regional active transportation network.

Bicycle Master Plan Update Content (at a minimum and not limited to the following):

- Existing Conditions Assessment
 - Needs assessment,
 - Bicycle counts,
 - Bicycle collisions analysis,
 - Traffic stress analysis,
 - Study nexus and linkages between BMPU bikeways and the City's Trails Master Plan, and Historical Routes
- Inventory of current bikeways and supporting facilities,
 - Bikeways connectivity to transit, trails,
 - Bicycle travel supporting facilities (e.g., parking, racks, repair stations, water drinking fountains, etc.),
 - Bikeway classification, signing and striping,
- Community outreach,
 - Involvement of the various City's neighborhoods/communities to include those classified as Disadvantaged Communities by California's Senate Bill (SB) 535,
 - Unmet needs assessment,
 - Website/social media for Online and paper Surveys (Consultant must develop Survey(s) in partnership with City Staff, refer to Appendix C of the RFP documents for a sample survey), survey paired with an online interactive bikeways map,
 - Crowdsourcing,
 - Workshops,
 - Pop-ups,
- Bicyclist route choice analysis (crowdsourcing or online surveys),
 - Route distance,
 - Route safety,
 - Route topography (elevation gains/losses),
 - Route Bicycle Level of Service,
- Identify existing bikeways deficiencies, gaps, and opportunities,
- Demographic analysis focused on Bicycling mode share and Active Transportation,

- Multimodal Connectivity Analysis,
 - Trails (local and regional links; the City’s Trails Master Plan, and historical and regional trails),
 - Mass Transit (local and regional commuter services),
 - Complete Streets,
- Develop Draft Bicycle Policies that include,
 - Bicycle Prioritization Methodology for proposed bikeways and supporting amenities,
 - Bicycle safety countermeasures (e.g., intersections, route, vehicle volumes and speed, public health, etc.),
 - Bicycle amenities “warrants” for (e.g., parking, racks, lockers, repair stations, long term bike storage, drinking fountains, restrooms),
 - Bicycle-sharing,
 - Electric bikes (on and off road/trails),
 - Micromobility and bicycle facilities convergence,
 - Safety bikeway infrastructure design and implementation (data driven analysis),
 - Bridge over pass and underpass access improvements,
 - Tunnel access and lighting,
 - Sight distance improvements
 - Site-specific designs with safety countermeasures,
 - Wayfinding signage,
 - Bicycle signal heads,
 - Traffic Calming,
 - Transit access,
 - School zone improvements,
 - Safety Operational and Maintenance,
 - Signage, Striping, and Pavement Markings upkeep,
 - Bicycle friendly drain grates,
 - Safety lighting,
 - Sweeping of bikeways,
 - Bike Lane widths,
 - Surfaces and gradients,
 - Network signage – wayfinding
 - Quality Control and Quality Assurance of the studies, analysis, and Consultant’s Products and Deliverables.

Bicycle Master Plan Update Products and Deliverables (at a minimum):

- BMP Update Communications/ Public Involvement and Coordination/Stakeholder Outreach Summary Report,
- Reports of the various Analyses encompassed within this RFP as listed under the “Bicycle Master Plan Update Content.”
- Bikeways and supporting amenities map existing and proposed including their respective classification (Class I, II, III, IV, and low-stress bicycle boulevards) in ArcGIS and AutoCAD digital formats, in addition to Adobe PDF files,
 - Project Generated Maps that illustrate transportation interconnectivity and land use,
 - Maps for analyses, reports, and final City’s Bicycle Master Plan, in

- ArcGIS and AutoCAD digital formats, in addition to Adobe PDF files,
 - Maps that illustrate proposed bikeways and related supporting amenities,
- Tables of Existing and Proposed bikeways with their respective Classification, attributes of facility, length and condition (tables can be aggregated as necessary, provided to the City in MS Excel format),
 - Inventory of bikeways with their respective needs and engineer cost estimates to bring such facilities to current standards,
 - Proposed bikeways and supporting amenities implementation ranked with the Prioritization Methodology developed from this work,
 - Recommended bikeways and supporting amenities articulated with detailed information that includes at a minimum, 10 years to match Corona's Capital Improvements Program and beyond, length, classification, estimated cost, specific engineering considerations, and potential funding sources, etc.
- Engineering Bikeways Design and Maintenance tables (design criteria, maintenance intervals and related costs to maintain and keep bikeways/amenities in a state of 'good repair'),
 - Update Corona's Bikeways Standard Plans to current Standards,

Action Plan

- Consultant will develop an BMP Update Action Plan that encompasses at least the following:
 - A hierarchical organization of BMPU Proposed Projects, tempered and supported by data gathered by the various studies, analyses, and assessments articulated within this RFP,
 - Action Plan will be fixed on a 10-year term,
 - Adoption and Implementation of BMPU generated Policies,
 - Project Funding Plan
 - Develop strategies to promote bicycling,
 - Web publishing of bikeways plan, and related web-based maps
 - Partnerships with school district and community organizations for the purpose of promoting bicycling and related community events.
 - Develop educational programs that emphasize safe bicycle travel.

The City's Bicycle Master Plan Update Organizational Structure

- Acknowledgements,
- Authors,
- Executive Summary,
- Introduction,
- Bikeways Standards and Regulations,
- Existing Conditions,
 - Inventory of existing bikeways and supporting facilities,
 - Bicycle Route Choice,
- Public Involvement,
- Existing bikeways deficiencies, gaps, and opportunities,
- Reports of the Various Analyses,

- Data, Tables, and Graphical Representations,
- Conclusions, Findings and Recommendations,
- Action Plan,
- Glossary,
- Appendices.

The Consultant will provide the City with six (6) hard copies of the draft and final reports. Copies of both the draft and final reports shall be sent to the City's BMP Update project manager. In addition to providing digital files, in MS [Word] and Excel, ArcGIS and AutoCAD digital formats, including Adobe PDF files.

Ownership of Materials

All finished or unfinished documents products of this Agreement, data, graphs, studies, surveys, maps, models, photographs, reports or other materials resulting from this Agreement shall become the property of the City, upon final approval of the final BMPU or upon request by the City at any time before then, the City may use, modify, extend, or enlarge any document produced under this Agreement without the consent, permission of, or further compensation to the Consultant.

C. PROJECT SCHEDULE:

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time.

Bicycle Master Plan Update Content	Corona Review period*
Existing Conditions Assessment / Inventory of current bikeways and supporting facilities	4-Weeks
Community outreach Report	2-Weeks
+ Bicyclist route choice analysis... + Identify existing bikeways deficiencies, gaps, and opportunities... + Demographic analysis... + Multimodal Connectivity Analysis...	4-Weeks
Draft Bicycle Policies...	2-Weeks for each policy
Action Plan	2-Weeks
Final Bicycle Master Plan Update	3-Weeks
* The Progress of the Project's schedule must be structured with a "critical path" to meet the Project's period of performance of 12 months.	

Consultant to implement an internal quality assurance (QA)/Quality Control (QC) and calendar days anticipated to complete each of the identified tasks and sub-tasks.

Consultant shall submit, Studies, Reports, and Subsections of the Bicycle Master Plan Update as they are completed and as organized by Consultant tasks and subtasks in their proposed schedule.

D. CONSULTANT SERVICES:**1. PROJECT COORDINATION**

The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all analyses, field studies and any required permits from other agencies. The Consulting Project Manager will maintain ongoing liaison with the City Project Manager, agencies, and utility companies to promote effective coordination during the course of project development.

2. RECORDS RESEARCH

Research all information pertinent to the project including, but not limited to existing field condition [of existing bikeways], the City's Bicycle Master Plan (2001) (Appendix D of the RFP documents) and related bicycle facilities standards and accepted design guidelines, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project. The selected Consultant shall identify all existing and proposed facilities within the project's limits and potential conflicts.

3. QUALITY CONTROL/ASSURANCE MEASURES

Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

D. GENERAL REQUIREMENTS:

1. All work shall be performed in conformance with the State of California policies, procedures and standards, including all applicable federal requirements.
2. The Consultant has total responsibility for the accuracy and completeness of the plans and related proposed designs, specifications and estimates prepared and shall check all such materials accordingly. The plan will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
3. Consultant or its subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
4. The plan, related specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically, and grammatically correct, checked, dated, and having the maker and checker identified.
5. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back

checked, and all job-related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

6. Manuals/Standards – Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following: Standard Special Provisions for Public Works Construction and the City Standard Plans. It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.
7. Plans shall be computer drafted on AutoCAD and shall adhere to the current City's Public Works Agency standards.
8. The Consultant's work will be subject to inspections by representatives of the City.
9. Project progress
 - a. Meetings - Progress Review Meetings shall be held at intervals deemed appropriate by the City (monthly).
 - b. Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with copy of the Progress Report at least four (4) working days before the Monthly Progress Meeting.
 - c. Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format utilizing the Caltrans Work Breakdown Structure (WBS). The project schedule shall be updated on a regular basis and distributed at the meetings.
10. Consultant(s) performing work must be qualified and competent with bicycle facilities' planning and design with a thorough understanding complexities of the greater transportation interconnectivity of multimodal transportation.

E. PAYMENT AND INVOICING:

Selected Consultant shall invoice the City on monthly basis according to the City's standard invoice template. Tasks and hours shall be clearly identified, and all rates must match those included in the approved agreement. Selected Consultant shall prepare monthly reports of expenditures for the Project by task and milestone. Expenditures shall include direct labor costs, other direct costs, and sub-consultant costs. These reports will be included as supporting data for invoices presented to the City each month. Progress reports shall be prepared in accordance with City guidelines. Reports will be required monthly and shall be accompanied by an invoice to include a Project Schedule with tabulated progress of the Project.

F. SPECIAL CONDITIONS:

The City pursued alternate funding sources from the Riverside County Transportation Commission ("RCTC") through the Transportation Development Act ("TDA") Article 3, Senate Bill 821 ("SB 821"), Pedestrian and Bicycle Facilities Program. Funding for this Project is expected to be provided in full or in part pursuant to the RCTC through the TDA Article 3, SB 821, Pedestrian and Bicycle Facilities Program. The City executed Riverside County Transportation Commission Agreement for Funding Under SB 821 Bicycle and Pedestrian Facilities Program, Agreement No. 24-62-012-00 (Grant Agreement) on October 12,

2023. The Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, regulations, policies, or procedures including but not limited to the funding requirements of the Grant Agreement. The Grant Agreement is attached as Appendix A of the RFP documents and incorporated herein by reference.

While it shall be Consultant's sole responsibility to research and ensure compliance with all requirements of the Grant Agreement, for reference purposes only, such requirements include, but are not limited to:

- a. Compliance with Applicable Laws and Insurance requirements as set forth in Clause 8 of the Grant Agreement including, but not limited to, requiring Consultants to include RCTC as an Additional Insured on all insurance certificates.
- b. Prevailing Wages and Labor Code requirements as set forth in Clause 16 of the Grant Agreement

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

The initial contract term will for approximately twelve (12) months, upon notice to proceed and shall be effective on or about July 3, 2024 through July 31, 2025 with two (2) additional option year renewal periods, on an as-needed basis, with no guaranteed usage for engineering services. Pricing shall remain effective and in force for the entire initial contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract term extensions, if exercised by the City, are as follows:

Option 1, if exercised, shall be effective August 1, 2025 through July 31, 2026

Option 2, if exercised, shall be effective August 1, 2026 through June 31, 2027

Option year pricing shall be negotiated by the Parties prior to commencement of each additional one-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

[CONSULTANT’S PROJECT SCHEDULE ON THE NEXT PAGE]

Consultant's Scheduled Hours Summary

No.	Task Description	Principal-in-Charge	Project Manager	Deputy Project Manager	Senior Data Analyst / GIS / Mobility Hubs	Sale Routes / Complete Streets	Traffic Engineer / Outreach	Trans. Planner / Complete Streets	Trans. Planner / GIS	Trans. Planner / Active Transportation	Project Engineer	Project Accountant	Assistant Engineer	CRA Labor Hours	Outreach Project Manager	Project Coordinator	Project Coordinator	Assistant Project Coordinator	Creative Lead	AA Labor Hours
	Task 1 Project Management Plan and Team Meeting	Chen	Prescott	Callaghan	Jovanovic	An	Christianoen / Behnandez	Garate	Sindel	Grealish	Rad	Joaquin	Roque	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.
	1.1 Project Management Plan	6	48	24	-	-	-	-	40	-	-	4	12	-	134	6	16	-	-	22
	1.1.1 Monthly Progress Review Meetings	2	12	12	-	-	-	-	40	-	-	-	-	66	-	-	-	-	-	-
	1.2 Invoicing and Reporting	4	12	12	-	-	-	-	-	-	-	4	-	32	6	16	-	-	-	22
	1.3	24	-	-	-	-	-	-	-	-	-	-	-	36	-	-	-	-	-	-
	Task 2 Existing Conditions Research and Analysis	10	32	50	38	18	12	40	120	150	-	-	-	-	470	-	-	-	-	-
	2.1 State, Regional, and Local Agency Plan/Policy Review	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	2.2 Existing Infrastructure/Facilities Inventory and Mapping	1	8	16	12	-	-	-	40	50	-	-	-	-	127	-	-	-	-	-
	2.3 City-wide Origins, Destinations, and Connectivity Analysis and Mapping	1	4	6	12	12	-	16	25	32	-	-	-	108	-	-	-	-	-	-
	2.4 Existing Intermodal Connections Inventory and Mapping	4	8	10	8	-	-	24	20	24	-	-	-	74	-	-	-	-	-	-
	2.5 Needs Analysis	2	8	12	6	6	12	24	35	24	-	-	-	129	-	-	-	-	-	-
	Task 3 Community Engagement and Partnership	3	12	22	-	6	12	-	-	-	-	-	-	55	38	107	132	94	134	505
	3.1 Develop Public Engagement Plan	1	2	2	-	-	-	-	-	-	-	-	-	4	5	12	16	25	12	70
	3.2 Stakeholder List and Bicycle Safety Meetings	1	2	4	-	-	-	-	-	-	-	-	-	7	6	10	18	18	18	52
	3.3 Project Website, Social Media, Project Awareness	1	2	4	-	-	-	-	-	-	-	-	-	6	7	16	22	20	18	83
	3.4 Public Facing Toolkit	1	2	4	-	-	-	-	-	-	-	-	-	6	4	12	26	25	20	87
	3.5 Community Events and Workshops	1	2	4	-	-	12	-	-	-	-	-	-	25	8	45	45	28	28	126
	3.6 Engagement Summary Report	1	2	4	-	-	-	-	-	-	-	-	-	7	8	12	5	24	38	87
	3.7	1	2	4	-	-	-	-	-	-	-	-	-	7	8	12	5	24	38	87
	3.8	1	2	4	-	-	-	-	-	-	-	-	-	7	8	12	5	24	38	87
	3.9	1	2	4	-	-	-	-	-	-	-	-	-	7	8	12	5	24	38	87
	Task 4 Policy Framework & Proposed Connectivity Projects	3	28	38	32	24	36	42	48	80	24	-	-	120	475	4	6	-	-	10
	4.1 Goals, Objectives, Policies, and Performance Measures	1	6	12	8	-	-	-	24	24	-	-	-	120	75	4	6	-	-	10
	4.2 Bicycle Design Standards Review	1	2	6	-	-	-	-	-	-	24	-	-	-	132	-	-	-	-	-
	4.3 Proposed Bicycle Recommendations	1	10	10	14	12	18	18	12	28	-	-	-	-	123	-	-	-	-	-
	4.4 Proposed Pedestrian Recommendations	1	10	10	10	12	18	24	12	28	-	-	-	-	125	-	-	-	-	-
	Task 5 Draft and Final Action Plan	5	34	50	26	22	-	139	-	56	24	-	100	100	456	-	-	-	-	-
	5.1 Project Prioritization	2	8	12	20	12	4	12	-	16	-	-	100	100	74	-	-	-	-	-
	5.2 Concept Plans	2	8	16	6	12	95	16	-	24	-	-	-	245	-	-	-	-	-	-
	5.3 Funding Sources and Strategies	2	8	16	6	16	16	16	-	16	-	-	-	58	-	-	-	-	-	-
	5.4 Draft and Final Action Plan	1	10	16	6	6	6	16	-	24	-	-	-	79	-	-	-	-	-	-
	Task 6 Draft and Final Bicycle Master Plan Update	6	16	38	14	24	-	64	60	82	-	-	-	-	304	-	-	-	-	-
	6.1 Administrative Draft Bicycle Master Plan Update	2	4	16	8	12	-	20	20	18	-	-	-	100	-	-	-	-	-	-
	6.2 Release Draft Bicycle Master Plan Update	2	8	12	6	6	6	24	40	40	-	-	-	132	-	-	-	-	-	-
	6.3 Finalize Final Bicycle Master Plan Update	2	4	10	6	6	6	20	-	24	-	-	-	72	-	-	-	-	-	-
	Total	33	170	222	110	94	60	285	268	368	52	12	220	1894	48	129	132	94	134	537

**EXHIBIT “C”
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

CONSULTANT’S RATES:

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal-in-Charge	\$330.00
Project Manager	\$205.00
Deputy Project Manager	\$190.00
Senior Data Analyst / GIS/ Mobility Hubs	\$205.00
Safe Routes / Complete Streets	\$255.00
Traffic Engineer / Outreach	\$160.00
Trans. Planner / Complete Streets	\$150.00
Trans. Planner / GIS	\$150.00
Trans. Planner / Active Transportation	\$135.00
Project Engineer	\$300.00
Project Accountant	\$160.00
Assistant Engineer	\$185.00

Consultant's Summary of Fees:

No.	Task Description	Total Hours by Task	Total by Task	CR Associates	Arellano Associates
Task 1	Project Management Plan and Team Meeting	156	\$ 28,328	\$ 25,500	\$ 2,828
1.1	Project Management Plan	66	\$ 11,400	\$ 11,400	\$ -
1.2	Monthly Progress Review Meetings	54	\$ 10,088	\$ 7,260	\$ 2,828
1.3	Invoicing and Reporting	36	\$ 6,840	\$ 6,840	\$ -
Task 2	Existing Conditions Research and Analysis	470	\$ 77,910	\$ 77,910	\$ -
2.1	State, Regional, and Local Agency Plan/Policy Review	32	\$ 5,320	\$ 5,320	\$ -
2.2	Existing Infrastructure/Facilities Inventory and Mapping	127	\$ 20,220	\$ 20,220	\$ -
2.3	City-wide Origins, Destinations, and Connectivity Analysis and Mapping	108	\$ 18,280	\$ 18,280	\$ -
2.4	Existing Intermodal Connections Inventory and Mapping	74	\$ 12,740	\$ 12,740	\$ -
2.5	Needs Analysis	129	\$ 21,350	\$ 21,350	\$ -
Task 3	Community Engagement and Partnership	560	\$ 71,921	\$ 11,080	\$ 60,841
3.1	Develop Public Engagement Plan	74	\$ 7,929	\$ 790	\$ 7,139
3.2	Stakeholder List and Bicycle Safety Meetings	59	\$ 12,749	\$ 1,500	\$ 11,249
3.3	Project Website, Social Media, Project Awareness	89	\$ 10,097	\$ 1,170	\$ 8,927
3.4	Public Facing Toolkit	93	\$ 10,133	\$ 1,170	\$ 8,963
3.5	Community Events and Workshops	151	\$ 19,234	\$ 4,950	\$ 14,284
3.6	Engagement Summary Report	94	\$ 11,779	\$ 1,500	\$ 10,279
Task 4	Policy Framework & Proposed Connectivity Projects	485	\$ 87,450	\$ 86,090	\$ 1,360
4.1	Goals, Objectives, Policies, and Performance Measures	85	\$ 13,680	\$ 12,320	\$ 1,360
4.2	Bicycle Design Standards Review	152	\$ 30,950	\$ 30,950	
4.3	Proposed Bicycle Recommendations	123	\$ 21,370	\$ 21,370	
4.4	Proposed Pedestrian Recommendations	125	\$ 21,450	\$ 21,450	
Task 5	Draft and Final Action Plan	456	\$ 83,170	\$ 83,170	\$ -
5.1	Project Prioritization	74	\$ 13,660	\$ 13,660	\$ -
5.2	Concept Plans	245	\$ 45,790	\$ 45,790	
5.3	Funding Sources and Strategies	58	\$ 9,900	\$ 9,900	
5.4	Draft and Final Action Plan	79	\$ 13,820	\$ 13,820	
Task 6	Draft and Final Bicycle Master Plan Update	304	\$ 51,140	\$ 51,140	\$ -
5.3	Administrative Draft Bicycle Master Plan Update	100	\$ 17,650	\$ 17,650	\$ -
5.4	Release Draft Draft Bicycle Master Plan Update	132	\$ 21,110	\$ 21,110	
5.5	Finalize Final Bicycle Master Plan Update	72	\$ 12,380	\$ 12,380	
	Total	2,431	\$ 399,920	\$ 334,890	\$ 65,030

Consultant's Fees Breakdown:

No.	Task Description	Principal-in-Charge		Project Manager		Senior Data Analyst / GIS / Mobility Hubs		Safe Routes / Complete Streets		Traffic Engineer / Outreach		Trans. Planner / Streets		Trans. Planner / GIS		Trans. Planner / Active Transportation		Project Engineer		Project Accountant		Assistant Engineer		QA Labor Cost		QA Direct Cost	QA Total Cost	
		Chen	Prescott	Callaghan	Jovanovic	An	Chivhan/Br/Outreach	Garcia	Sokol	Grealish	Rad	Joaquin	Reque	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost			
Task 1. Project Management Plan and Team Meeting																												
1.1	Project Management Plan	6	5,980	48	\$ 9,840	34	\$ 4,560	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,000	-	\$ -	4	\$ 1,200	12	\$ 1,920	-	\$ -	134	\$ 24,560	\$ -	\$ 18,460	
1.2	Monthly Progress Review Meetings	2	5,600	12	\$ 2,400	12	\$ 2,280	5	\$ -	-	\$ -	-	\$ -	40	\$ 6,000	-	\$ -	5	\$ -	-	\$ -	-	\$ -	66	\$ 11,600	\$ -	\$ 11,600	
1.3	Monthly Progress Review Meetings	4	5,120	12	\$ 2,400	12	\$ 2,280	5	\$ -	-	\$ -	-	\$ -	40	\$ 6,000	-	\$ -	5	\$ -	-	\$ -	-	\$ -	52	\$ 7,260	\$ -	\$ 7,260	
Task 2. Existing Conditions Research and Analysis																												
2.1	State, Regional, and Local Agency Plan/Policy Review	10	\$ 3,300	32	\$ 6,560	50	\$ 9,500	18	\$ 4,590	12	\$ 1,920	40	\$ 6,000	120	\$ 18,000	150	\$ 20,250	-	\$ -	-	\$ -	-	\$ -	316	\$ 6,840	\$ -	\$ 6,840	
2.2	Existing Infrastructure/Facilities Inventory and Mapping	1	5	330	8	\$ 1,640	16	\$ 3,040	12	\$ 2,460	-	\$ -	-	\$ -	40	\$ 6,000	50	\$ 6,750	-	\$ -	-	\$ -	-	\$ -	127	\$ 20,220	\$ -	\$ 20,220
2.3	Keyway Origins, Destinations, and Connectivity Analysis and Mapping	1	5	330	4	\$ 820	6	\$ 1,260	12	\$ 2,460	-	\$ -	-	\$ -	40	\$ 6,000	35	\$ 4,250	-	\$ -	-	\$ -	-	\$ -	80	\$ 18,360	\$ -	\$ 18,360
2.4	Keyway Origins, Destinations, and Connectivity Analysis and Mapping	1	5	330	4	\$ 820	6	\$ 1,260	12	\$ 2,460	-	\$ -	-	\$ -	40	\$ 6,000	35	\$ 4,250	-	\$ -	-	\$ -	-	\$ -	80	\$ 18,360	\$ -	\$ 18,360
2.5	Needs Analysis	2	5,980	12	\$ 2,460	22	\$ 2,280	6	\$ 1,210	12	\$ 1,920	24	\$ 3,600	35	\$ 5,250	24	\$ 3,240	-	\$ -	-	\$ -	-	\$ -	159	\$ 21,300	\$ -	\$ 21,300	
Task 3. Community Engagement and Partnership																												
3.1	Developer Public Engagement Plan	3	5	990	12	\$ 2,460	22	\$ 4,180	-	\$ -	6	\$ 1,310	12	\$ 1,920	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	55	\$ 11,080	\$ -	\$ 11,080
3.2	Developer Public Engagement Plan	1	320	2	\$ 410	2	\$ 365	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	4	\$ 790	\$ -	\$ 790	
3.3	Project Website, Social Media, Project Awareness	1	320	2	\$ 410	4	\$ 760	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	4	\$ 790	\$ -	\$ 790	
3.4	Public Facing Toolkit	1	320	2	\$ 410	4	\$ 760	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,170	\$ -	\$ 1,170	
3.5	Community Events and Workshops	1	320	2	\$ 410	4	\$ 760	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,170	\$ -	\$ 1,170	
3.6	Community Events and Workshops	1	320	2	\$ 410	4	\$ 760	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,170	\$ -	\$ 1,170	
3.7	Community Events and Workshops	1	320	2	\$ 410	4	\$ 760	5	\$ -	-	\$ -	-	\$ -	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,170	\$ -	\$ 1,170	
Task 4. Policy Framework & Proposed Connectivity Projects																												
4.1	Goals, Objectives, Policies, and Performance Measures	1	5	330	28	\$ 5,740	38	\$ 7,230	32	\$ 6,560	36	\$ 8,760	42	\$ 6,300	48	\$ 7,200	80	\$ 10,800	24	\$ 7,200	-	\$ -	120	\$ 22,200	-	\$ 22,200		
4.2	Bicycle Design Standards Review	5	-	-	2	5	410	6	\$ 1,140	5	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	75	\$ 12,300	\$ -	\$ 12,300	
4.3	Proposed Bicycle Recommendations	1	5	330	20	\$ 2,050	30	\$ 3,140	14	\$ 2,870	18	\$ 2,880	18	\$ 2,700	28	\$ 3,780	28	\$ 3,780	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200		
4.4	Proposed Bicycle Recommendations	1	5	330	20	\$ 2,050	30	\$ 3,140	14	\$ 2,870	18	\$ 2,880	18	\$ 2,700	28	\$ 3,780	28	\$ 3,780	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200		
4.5	Proposed Bicycle Recommendations	1	5	330	20	\$ 2,050	30	\$ 3,140	14	\$ 2,870	18	\$ 2,880	18	\$ 2,700	28	\$ 3,780	28	\$ 3,780	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200		
Task 5. Draft and Final Action Plan																												
5.1	Draft and Final Action Plan	2	5	660	34	\$ 6,970	50	\$ 9,500	26	\$ 5,830	22	\$ 3,610	39	\$ 5,830	-	\$ -	56	\$ 7,560	24	\$ 7,200	-	\$ -	100	\$ 18,000	466	\$ 83,170	\$ -	\$ 83,170
5.2	Draft and Final Action Plan	2	5	660	8	\$ 1,640	16	\$ 3,040	12	\$ 2,460	4	\$ 1,020	12	\$ 1,800	5	\$ 1,500	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	74	\$ 13,660	\$ -	\$ 13,660
5.3	Draft and Final Action Plan	2	5	660	8	\$ 1,640	16	\$ 3,040	12	\$ 2,460	4	\$ 1,020	12	\$ 1,800	5	\$ 1,500	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	74	\$ 13,660	\$ -	\$ 13,660
5.4	Draft and Final Action Plan	2	5	660	8	\$ 1,640	16	\$ 3,040	12	\$ 2,460	4	\$ 1,020	12	\$ 1,800	5	\$ 1,500	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	74	\$ 13,660	\$ -	\$ 13,660
5.5	Draft and Final Action Plan	2	5	660	8	\$ 1,640	16	\$ 3,040	12	\$ 2,460	4	\$ 1,020	12	\$ 1,800	5	\$ 1,500	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	74	\$ 13,660	\$ -	\$ 13,660
Task 6. Draft and Final Bicycle Master Plan Update																												
6.1	Draft and Final Bicycle Master Plan Update	2	5	660	36	\$ 3,280	38	\$ 7,230	14	\$ 2,870	24	\$ 6,120	-	\$ -	60	\$ 9,000	82	\$ 11,070	-	\$ -	-	\$ -	-	\$ -	304	\$ 51,140	\$ -	\$ 51,140
6.2	Draft and Final Bicycle Master Plan Update	2	5	660	4	\$ 820	5	\$ 3,240	32	\$ 6,560	36	\$ 8,760	42	\$ 6,300	48	\$ 7,200	80	\$ 10,800	24	\$ 7,200	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200
6.3	Draft and Final Bicycle Master Plan Update	2	5	660	4	\$ 820	5	\$ 3,240	32	\$ 6,560	36	\$ 8,760	42	\$ 6,300	48	\$ 7,200	80	\$ 10,800	24	\$ 7,200	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200
6.4	Draft and Final Bicycle Master Plan Update	2	5	660	4	\$ 820	5	\$ 3,240	32	\$ 6,560	36	\$ 8,760	42	\$ 6,300	48	\$ 7,200	80	\$ 10,800	24	\$ 7,200	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200
6.5	Draft and Final Bicycle Master Plan Update	2	5	660	4	\$ 820	5	\$ 3,240	32	\$ 6,560	36	\$ 8,760	42	\$ 6,300	48	\$ 7,200	80	\$ 10,800	24	\$ 7,200	-	\$ -	-	\$ -	120	\$ 22,200	-	\$ 22,200
Total																												
		33	5	10,890	170	\$ 34,850	222	\$ 42,180	110	\$ 22,550	60	\$ 9,600	285	\$ 42,750	258	\$ 40,200	368	\$ 49,580	52	\$ 15,600	12	\$ 1,920.00	220	\$ 40,700	1884	\$ 334,890	\$ -	\$ 334,890

Arellano Associates Fees Breakdown:

No.	Task Description	Outreach Project Manager			Project Coordinator			Project Coordinator			Assistant Project Coordinator			Creative Lead			AA Labor Cost			AA Direct Cost	AATotal Cost
		Hrs.	Cost		Hrs.	Cost		Hrs.	Cost		Hrs.	Cost		Hrs.	Cost		Hrs.	Cost			
Task 1	Project Management Plan and Team Meeting	Harleaux \$171.32			Velazquez \$112.51			Potts \$86.94			Santiago \$74.16			Michel \$140.64							
		6	\$ 1,028		16	\$ 1,800		-	\$ -		-	\$ -		-	\$ -		22	\$ 2,828			
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			
1.1	Project Management Plan		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
1.2	Monthly Progress Review Meetings	6	\$ 1,028		16	\$ 1,800			\$ -			\$ -			\$ -		22	\$ 2,828		\$ -	\$ 2,828
Task 2	Existing Conditions Research and Analysis	-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
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			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
2.1	State, Regional, and Local Agency Plan/Policy Review		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
2.2	Existing Infrastructure/Facilities Inventory and Mapping		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
2.3	City-wide Origins, Destinations, and Connectivity Analysis and Mapping		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
2.4	Existing Intermodal Connections Inventory and Mapping		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
2.5	Needs Analysis		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
Task 3	Community Engagement and Partnership	38	\$ 6,510		107	\$ 12,039		132	\$ 11,476		94	\$ 6,971		134	\$ 18,846		505	\$ 55,841		\$ 5,000	\$ 60,841
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
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			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
3.1	Develop Public Engagement Plan	5	\$ 857		12	\$ 1,350		16	\$ 1,391		25	\$ 1,854		12	\$ 1,688		70	\$ 7,139		\$ -	\$ 7,139
3.2	Stakeholder List and Bicycle Safety Meetings CBO funding	6	\$ 1,028		10	\$ 1,125		18	\$ 1,565			\$ -		18	\$ 2,532		52	\$ 6,249		\$ 5,000	\$ 11,249
3.3	Project Website, Social Media, Project Awareness	7	\$ 1,199		16	\$ 1,800		22	\$ 1,913		20	\$ 1,483		18	\$ 2,532		83	\$ 8,927		\$ -	\$ 8,927
3.4	Public Facing Toolkit	4	\$ 685		12	\$ 1,350		26	\$ 2,260		25	\$ 1,854		20	\$ 2,813		87	\$ 8,963		\$ -	\$ 8,963
3.5	Community Events and Workshops	8	\$ 1,371		45	\$ 5,063		45	\$ 3,912			\$ -		28	\$ 3,938		176	\$ 14,284		\$ -	\$ 14,284
3.6	Engagement Summary Report		\$ -			\$ -			\$ -		24	\$ 1,780		38	\$ 5,344		87	\$ 10,279		\$ -	\$ 10,279
Task 4	Policy Framework & Proposed Connectivity Projects	4	\$ 685		6	\$ 675		-	\$ -		-	\$ -		-	\$ -		10	\$ 1,360		\$ -	\$ 1,360
			\$ -			\$ -			\$ -			\$ -			\$ -		10	\$ 1,360		\$ -	\$ 1,360
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
4.1	Goals, Objectives, Policies, and Performance Measures	4	\$ 685		6	\$ 675		-	\$ -		-	\$ -		-	\$ -		-	\$ -		\$ -	\$ -
4.2	Bicycle Design Standards Review		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
4.3	Proposed Bicycle Recommendations		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
4.4	Proposed Pedestrian Recommendations		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
4.5	Safe Routes/Transit Program of Projects		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
Task 5	Draft and Final Action Plan	-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.1	Project Prioritization		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.2	Concept Plans		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.3	Funding Sources and Strategies		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.4	Draft and Final Action Plan		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
Task 6	Draft and Final Bicycle Master Plan Update	-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.3	Administrative Draft Bicycle Master Plan Update		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.4	Release Draft Bicycle Master Plan Update		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
5.5	Finalize Final Bicycle Master Plan Update		\$ -			\$ -			\$ -			\$ -			\$ -			\$ -		\$ -	\$ -
Total		48	\$ 8,223		129	\$ 14,514		132	\$ 11,476		94	\$ 6,971		134	\$ 18,846		537	\$ 60,030		\$ 5,000	\$ 65,030