

**CITY OF POMONA**  
**PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and **TJKM Transportation Consultants, a CORPORATION in the State of California**, with its principal place of business at **4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional traffic engineering consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional traffic engineering consulting 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 professional traffic engineering consulting services for the **Pomona Safety Action Plan CIP No. 428-2590-xxxxx-68590, Federal Award No. 693JJ32440614** 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 traffic engineering consulting 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. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-1."

**3.1.2 Term.** The term of this Agreement shall be from July 1, 2025 to March 31, 2028, 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.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. 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. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall 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 expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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 work prepared 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:

3.2.5 City's Representative. The City hereby designates Arnold, Dichosa, PE, City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ruta Jariwala, PE, TE, Vice President, or his/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/her 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 warrants 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 have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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 Period of Performance Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is

understood, acknowledged and agreed that the City will suffer damage.

**3.2.10 Laws and Regulations; Employee/Labor Certification.** 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 Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers 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.

**3.2.10.1 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 3.2.10 or any of its sub-sections.

**3.2.10.2 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 relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

**3.2.10.3 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 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

**3.2.10.4 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.

3.2.10.5 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 sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Consultant shall execute and maintain its work 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 work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

#### 3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) 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.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional



insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence,

willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.3 Fees and Payments.**

3.3.1 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 shall not exceed **four hundred eighty-one thousand four hundred and nine dollars (\$481,409) without written approval of the City Council or City Manager**, as applicable. 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 invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

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 the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California

Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, 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. 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 agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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 the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4.2 Registration/DIR Compliance.** If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

**3.4.3 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 Worker's 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.

### **3.5 Accounting Records.**

**3.5.1 Maintenance and Inspection.** 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.

### **3.6 Federal Contract Provisions**

3.6.1 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

3.6.2 The grant agreement funding this Contract entitled Safe Streets and Roads for All, and was entered into by City and Department of Transportation's Federal Highway Administration on July 1, 2024 ("Grant Agreement"). A copy of the Grant Agreement is on file at the City's office and has been provided to Contractor. The applicable terms of the Grant Agreement are incorporated herein by reference, whether or not otherwise expressly stated herein, and Contractor shall comply with all such applicable terms.

3.6.3 Federal Contract Provisions attached hereto as Exhibit "A-1" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

### **3.7 Labor Compliance**

3.7.1 Contractor shall be subject to the Davis-Bacon Act. The federal minimum wage rates are attached hereto as Exhibit "A-1" and incorporated herein by this reference. When the Davis-Bacon wage rate and California prevailing wage rates differ for similar kinds of labor, the Contractor shall pay not less than the higher rate.

### **3.8 General Provisions.**

#### **3.8.1 Termination of Agreement.**

3.8.1.1 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.8.1.2 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.

3.8.1.3 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.

3.8.2 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: TJKM Transportation Consultants  
4305 Hacienda Drive, Suite 550  
Pleasanton, CA 94588  
ATTN: Ruta Jariwala, PE, TE, Vice President

City: City of Pomona  
505 South Garey Avenue  
Pomona, CA 91766  
ATTN: Arnold, Dichosa, PE, City Engineer

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.

### 3.8.3 Ownership of Materials and Confidentiality.

3.8.3.1 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 or otherwise recorded on computer diskettes, 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 fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. 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.

3.8.3.2 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.

3.8.3.3 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 re-use 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.

3.8.3.4 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.

3.8.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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.

3.8.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.8.4 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.

3.8.5 [Reserved]

3.8.6 Indemnification.

3.8.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.8.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.8.7 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.

3.8.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles 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.

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

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

3.8.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8.12 Assignment or Transfer. Consultant shall 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 do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.8.13 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.

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

3.8.15 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.

3.8.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.8.17 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.

3.8.18 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. 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.

3.8.19 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.

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

### **3.9 Subcontracting.**

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO**  
**PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN THE CITY OF POMONA AND TJKM**  
**TRANSPORTATION CONSULTANTS**

**CITY OF POMONA**

**TJKM TRANSPORTATION CONSULTANTS**

By: \_\_\_\_\_  
Anita D. Scott  
City Manager

By: \_\_\_\_\_  
Ruta Jariwala, PE, TE,  
Vice President

*Attest:*

\_\_\_\_\_  
City Clerk

*Approved as to Form:*

  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

### **TASK 1 PROJECT MANAGEMENT AND COORDINATION**

#### **Subtask 1.1 Project Manager Meetings**

Throughout the project, TJKM expects ongoing emails and conference calls with the City's Project Manager to keep the project on track and to meet City's expectations during the creation of the Action Plan. We will facilitate up to 36 bi-monthly meetings to ensure the project is on track and within budget. All meetings will be through virtual conferencing with screen sharing capability (Zoom or similar). TJKM will also maintain all agendas, meeting notes, and action items through a Google doc, which will be a living document throughout the life of the project and will provide an open and up-to-date communication platform. This will also assist in overseeing the Action Plan development and ensure that all measures of the project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high-quality product. The TJKM Project Manager will ensure that the Pomona Safety Action Plan (PSAP), including all recommended safety measures, meets all applicable Federal, State, and local requirements in anticipation of future grant funding opportunities. TJKM will prepare monthly invoices in accordance with the City invoicing and reporting methodologies. TJKM will obtain any templates or protocols from City staff, as available. Most importantly, all reporting will follow the ***Federal Highway Administration (FHWA) SS4A reporting requirements***. We anticipate each meeting to last one hour or less.

#### **Subtask 1.2 Project Kick-Off Meeting**

Following the Notice-to-Proceed and confirmation of a meeting date with the City, TJKM will coordinate an in-person kick-off meeting with the City's Project Manager and relevant City staff to discuss the following:

- Project goals and objectives
- Scope of Work and Schedule
- Timeline and identify key milestones/critical path items
- Critical data needs and data sharing protocol
- Community/Stakeholder Outreach and Engagement Plan
- Internal meeting schedule/invoicing/progress updates
- Any other relevant information

TJKM will prepare kick-off meeting materials including an agenda, sign-in sheets, and related handouts. After the meeting, we will summarize the meeting notes and action items in a Google doc that can viewed and edited by TJKM and City staff.

#### **Subtask 1.3 Council/Commission Meetings**

The input and perspectives of city council members are vital throughout the entirety of this project. TJKM will provide the City Council with relevant information throughout the project and actively seek their feedback on potential strategies and actions to be taken. Collaborating closely with the City Council ensures that decisions are well-informed and aligned with the community's interests and needs, fostering a sense of ownership and support for the project. The PM will prepare a quick and concise summary presentation to the City Council. The presentation will include a background, outreach, data, analysis, and recommendations. Ms. Jariwala will attend the City Council meeting to present and assist with questions regarding the final adoption of the plan. TJKM will attend up to five in-person City Council/Commissions meetings.

***Deliverables:** Kickoff meeting agenda, notes, and PowerPoint presentation if needed; Bi-Monthly Project Manager Meetings (36 total - virtual); Project Work Plan; Monthly progress reports, monthly invoices with backup; Project meetings with City of Pomona, agendas, and notes; Google Doc Agenda and Meeting Minutes; Project schedule with key events and milestones; and up to five in-person City Council/Commission meetings*

### **TASK 2 DATA ANALYSIS AND RECOMMENDATIONS**

#### **2.1. Existing Conditions and Field Reconnaissance**

TJKM will perform a records search to collect any/all data or roadway characteristics available and needed for analysis and conduct field reviews for data or roadway characteristics that are missing or unavailable to gain an understanding of

the City's roadway and Active Transportation network. The TJKM Team will conduct five days of field reconnaissance to assess roadway configurations, identify infrastructure deficiencies, and evaluate opportunities for safety and mobility improvements. Field observations will focus on corridors identified as part of the High Injury Network, as well as locations highlighted by the community as areas of concern. We will identify major risk factors attributed to historical collisions. The following are roadway features like but not limited to roadway volumes, roadway cross sections, including number of lanes, lane width, median type and width, shoulder type, and width (if any), pavement markings and signage, presence of lighting/streetlights, posted speed limits, presence of nearby railroad crossing or transit stops, routes to school, truck routes, intersection configurations etc.

## **2.2 Existing Plans, Policies, and Programs**

The TJKM Team will first collect and review documents pertaining to the PSAP, such as but not limited to the General Plan, Active Transportation Plan, any bicycle/pedestrian plans, neighborhood plans, etc. TJKM will collect and review existing programs, policies, and activities, and provide a summary of current efforts to address transportation safety in Pomona. We will also review strategies that other cities and counties are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes. We will summarize contents and key transportation projects and efforts to address traffic safety of the aforementioned documents in a Technical Memorandum. Based on our firm's experience, we will ensure the PSAP is developed and is consistent with the following documents:

- Pomona General Plan
- Active Transportation Plan
- Metro 2020 Long Range Transportation Plan
- Southern California Association of Governments Connect SoCal
- Caltrans Strategic Highway Safety Plan
- AASHTO - Highway Safety Manual FHWA - Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA - Systemic Safety Project Selection Tool (2013)
- FHWA - Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA - Local and Rural Road Safety Program
- California Strategic Highway Safety Plan
- California Manual on Uniform Traffic Control Devices
- National Association on City Transportation Officials' design guides

## **Subtask 2.3 Crash Analysis**

TJKM will obtain the latest five years of crash data from various sources including Transportation Injury Mapping System (TIMS) and Statewide Integrated Traffic Records System (SWITRS), and Crossroads for crosschecking. We will reference supplemental information from the City, such as additional collision data or a complaint database, if available. We have extensive experience working in various databases and the interrelations among attributes. In addition, we will reference supplemental information from City records, such as complaint database, local enforcement reports, if available. We will also obtain statewide statistics and collision data for comparison. The informal sources include complaint databases, concerns received from residents and businesses at different meetings as well as field observations from traffic patrol unit, paramedic, and street maintenance teams. TJKM will augment these formal and informal sources with its own extensive field observations that will confirm, clarify, and extend the level of data gathering and analysis efforts. Our extensive experience managing similar records gathering and analysis has shown that not all collision reports have all necessary information and in many cases, some collisions do not make it to the records. Therefore, detailed review and analysis of the available records and field observations are extremely important before initiating crash analysis.

Utilizing collision data, we will identify locations and/or corridors that have a high potential for collisions; analysis should consider active transportation modes in addition to automobile safety concerns. Newly identified locations will be backed up with historical collision data when reported. The TJKM Team will conduct interviews to obtain compiled traffic/travel safety information identifying locations with safety issues on their maintained roadways developed by City engineers, if needed. TJKM values multi-modalism and strives to improve accessibility and safety for all modes of transportation and for all ages and socio-economic groups. As we begin our analysis, we will closely examine all available crash data, details

of field observations, and input from various stakeholders who may have knowledge of crash events and safety issues such as Police Department and Paramedics. Key features of our analysis will include the following:

- Extensive review of all crashes for the last five years. The review will include all aspects including crash types, collision factors, age, mode, weather, and field equipment conditions, other apparent and non-apparent factors, etc.
- Review geometric conditions, field equipment, existing traffic control devices, striping and roadway marking, visibility, lighting, etc. that could aid or limit a user's accessibility and safety while traversing a roadway.
- Develop analytical tools that clearly communicate data analysis and conclusions. Based on the review of the data collected and analysis, we will identify problem locations within the City of Pomona with high potential for collisions. The locations will be summarized considering other jurisdictional boundaries.
- Conduct a citywide congestion analysis at all traffic signals within the City, which include the current traffic patterns, volumes, and speeds for vehicles, bicycles, and pedestrians to compare the existing signal timing with the current traffic conditions and assess the efficiency.

### **Safety Analysis**

TJKM will conduct a collision analysis for all collisions, with an emphasis on KSI collisions. An analysis of systemic and specific safety needs will be performed as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). The analysis will include all roadways within Pomona and sphere of influence, without regard for ownership. This will be a data-driven process including the following steps:

- **Collision Trend:** Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type, and violation category.
- **Collision Profile:** Combining collision factors to identify prominent collision types.

TJKM will produce GIS-based mappings, charts, and other visualizations to help inform the decision-making process. We will summarize the collision analysis and maps in a Technical Memorandum. TJKM will identify the top three to five collision types responsible for the fatalities and/or severe injuries occurring on the roadway network.

### **Identify High Injury Network**

This is a critical step to identify locations throughout the City and sphere of influence that are collision-prone, so that future collisions can be prevented. Primarily, TJKM will identify HIN by ranking collision rates over roadway network. These are the corridors responsible for KSI on roadways. In addition, the TJKM Team proposes to employ the Sliding Window Algorithm (SWA) to pinpoint collision-prone locations that can be often neglected from a simple HIN ranking process. The SWA partitions the roadway system into comparable segments and is used to ensure the corridor ranking is based on normalized collision rate calculation. Our collision rate calculations will be compliant with FHWA guidelines and the Highway Safety Manual.

### **Community Data**

From community meetings and a portal function on the project website, TJKM will collect information regarding traffic safety from the community at large. While much of the information may be anecdotal, it provides important insight into the history and trends, as people perceive them. Community feedback helps us to mitigate locations that need attention and have characteristics similar to other high injury locations but have not had any collisions. This approach helps us in proactive implementation of countermeasures systemically rather than traditional reactive approach. This information will be compiled into an appropriate format for analysis and sharing.

### **Dashboard**

TJKM has developed for past clients and projects a web-based tool to conduct collision analysis using GIS maps, implementable actions, and performance measures for cities and counties across several geographic boundaries. We propose to develop a similar tool to conduct the collisions analysis for this project. This Dashboard will not only allow agencies to keep track of all the collisions but will also help them to identify HIN for different queries and needs analysis. The process for identifying HIN corridors, intersections, emphasis areas, and preliminary counter measures for specific

issues will be automated. It will provide a functionality that will assist City staff to generate the data in graphical format for easy of presentations at Council and other public meetings.

#### **Subtask 2.4 Engineering Recommendations**

Based on the collision analysis and high-injury network identified, the TJKM Team will work with the City to identify emphasis areas and develop the corresponding collision profiles. The collision profiles will include description and goals of the emphasis areas, indicating the primary risk factors, collision types, facility type, and related collision statistical summary. The emphasis areas will inform the identification of countermeasures, policy strategies, and safety projects in later stages of the project. In addition, a program of work will be developed to address safety issues throughout the City that allows for:

- Continuous activity to demonstrate that what can be done is being done;
- A phased approach to planning, design and implementation of improvements;
- Budget forecasting to minimize adverse impacts on public funding of other needed project and programs;
- Readily implementable improvements that provide benefits immediately in response to documented concerns; and
- A tiered approach to project planning and implementation that is flexible and responsive to changes in stated public needs and opportunistic to utilize whatever funding is available at a given time.

TJKM will also create a staged improvement plan that outlines projects in short-term (less than two years) mid-term (two to three years), long-term (three to five years), and capital projects (five to 10 years and more) project delivery. The plan will be in line with the overall project's vision, goals, and community feedback.

#### **Subtask 2.5 Non-Infrastructure Recommendations**

TJKM will identify and recommend non- infrastructure solutions to address behaviors that lead to crashes such as risky speeding, lack of yielding, violating traffic controls, and contra-flow bicycling. All the recommendations will be related to the E's identified as part of this project: equity, education, enforcement, encouragement, evaluation, emergency response and emerging technologies.

***Deliverables:** Technical Memorandum of reviewing and summarizing the existing policies, programs, and practices; Complete Safe System Benchmarking Tool; GIS shape files and Excel sheets of the collision database; Document the analysis and list of locations with high potential for collisions; Summary of analysis of collision data, identification of HIN GIS Map, and emphasis areas; Technical Memorandum Summarizing; Identification of emphasis areas; Short-term (less than two years) mid-term (two to three years), long-term (three to five years), and capital projects (five to 10 years and more) action list of projects and programs; Develop short/mid/long-term/capital funding plan in alignment with strategy list and resources; Identify administrative program support needs with suggested level of staffing and budget; and Technical Memorandum Summarizing 8 E's and Non-Infrastructure Recommendations*

### **TASK 3 STAKEHOLDER AND COMMUNITY ENGAGEMENT**

Our team specializes in creating educational materials for all engagement efforts so technical language is easy to understand. We have staff that speak Spanish and can provide outreach materials in different languages, as needed. Our team plans workshops, meetings, and pop-ups (in-person) where people frequently go, so we can meet people where they already are, thus reducing the barriers to attending. We are also particularly skilled in creating online engagement that is inclusive of all people and provided through easy-to-use tools, so everyone is comfortable in providing comments.

We enjoy working closely with the stakeholders and community to help build trust within the community so the planning efforts are something the residents can take ownership. Ultimately, our team members develop responsive infrastructure recommendations with documented community support, creating projects which are competitive for grant funding. An equitable, inclusive, and data-driven approach to public engagement will be the backbone of the Action Plan. The project team will develop a project-specific community engagement plan refined with input from those attending the project kick-off meeting. The engagement plan will outline key stakeholders, communication methods, schedule of engagement events/opportunities, and define how input will be integrated into the planning process, and the roles and responsibilities.

### **Subtask 3.1 Establish Stakeholder Group**

This task includes identifying stakeholders who should be involved in the development of the Action Plan. We have scoped for three virtual Stakeholder meetings during the Action Plan development. At the kick-off meeting, TJKM will work with the City Project Manager to obtain a roster of potential Stakeholders and begin the recruitment process of the Stakeholder Group. Stakeholders could include City staff and representatives from Pomona Police Department, LA County Fire Department, Pomona Unified School District, Caltrans, local transportation providers (Foothill Transit, OmniTrans), community members, community-based organizations, businesses, and others. The intent of the focus group meetings and ongoing interactions is to solicit input with regard to transportation safety concerns associated with the 8 E's. It also ensures vision of the PSAP is aligned across all jurisdictions and community members and adheres to the Safe System Approach elements.

### **Subtask 3.2 Stakeholder Group In-Person Meetings**

Once the Stakeholder Group members have been identified, TJKM will help City staff plan and attend up to five (5) meetings to assist with the development of the PSAP as outlined in the RFP.

- Meeting #1: Introductory meeting to define a PSAP, explain the process, explore the safety focus areas, explore likely outcomes, and discuss opportunities to secure funding for actions.
- Meeting #2: Meeting to document needs based on findings of crash or near-miss analysis and highlight trends in types of collisions and clustering of collisions within the City. The safety focus areas will be reviewed to gain consensus on the approach. This meeting will be utilized to develop measurable strategies to address the documented need.
- Meeting #3: Meeting to review draft recommendations based on the data findings and preliminary stakeholder group feedback. The stakeholder group will provide input on criteria to prioritize the strategies and verify the action items and next steps are acceptable to the stakeholder group.
- Meeting #4: This meeting will serve to review the refined list of prioritized strategies and corresponding countermeasures, incorporating feedback from previous meetings and stakeholder input. The team will confirm alignment on project prioritization, implementation timelines, and roles. This session will also include discussion of community and agency feedback, coordination needs, and a preliminary implementation framework, laying the groundwork for successful funding applications and action planning.
- Meeting #5: This meeting will allow TJKM to share research and information identified and gathered for grants, potential funding pursuits, project descriptions, identify other options and opportunities and identify topics for further refinement. In addition, the meeting will allow for a discussion on potential concerns and resolving responsibilities and follow-up actions.

### **3.3 Community Engagement Plan (CEP)**

Developing an effective and successful Safety Action Plan will require those who live, work, and service Pomona to provide the City with insightful feedback from a local perspective. Community engagement will target both public and private stakeholders and include traditional facets such as community meetings and pop-up events within Pomona's community. With 71 percent of Pomona's residents identifying as Hispanic or Latino with another 11 percent identifying as Asian, it will also be vital to look at specialized equitable outreach methods that ensure the PSAP is reflective of the entire population and not just the loudest voices. Under this task, the TJKM Team, in consultation with the City staff and based on the outline develop during the project kick-off meeting will develop Community Engagement Plan (CEP), which will include scheduled stakeholder and public outreach meetings, data gathering methods and incorporating information collected from the community. The CEP will also include a plan to engage residents from various communities like historically marginalized, Black, Indigenous, and Other People of Color (BPIOC), economically disadvantaged, or even underrepresented. The CEP will lay out a detailed approach to seek and gain authentic and meaningful input from the community and various communication methods to engage them and empower them. The TJKM Team will ensure that the meetings are widely publicized through various outreach platforms and traditional means, resulting in the highest participation of stakeholders and public. The TJKM Team will also bring innovative engagement methods that highlight the public's preference for virtual engagement and easier ways to provide feedback online. For a CEP such as this, we typically see value in separating the engagement process into separate phases:

**Public Notification** - Educate the public about PSAP through a public notification campaign.

**Listening Phase** - Attain feedback from stakeholders through in-person meetings, pop-up events, and online engagement tools.

**Implement Feedback** - Work with project team and technical staff to incorporate community feedback into final Plan.

**Equitable Outreach Methods:** We use CalEnviroScreen and similar tools to help us locate and identify disproportionately affected communities that could be classified as disadvantaged. Utilizing these types of tools and through discussions with City staff who have their pulse on these neighborhoods, MBI will make concerted efforts to lead socially conscious communications efforts within Pomona communities that have been overlooked and underserved in the past. This can include audiences that do not have internet access, senior citizens, community members that do not speak English, or simply stakeholders that do not have knowledge of civic projects and have failed to produce feedback for the City in the past. Some of the things we do to ensure equitable engagement is canvass specific neighborhoods on foot, produce multilingual mass mailings, and hold designated in-person meetings entirely in Spanish.

### 3.4 In-Person Community Meetings

The TJKM Team will plan and oversee all of the proposed in-person community meetings. Each meeting will have a different function and purpose based on the timeline of the project with the community meetings spread throughout different locations of the City to ensure that an equitable approach is being taken to makes things more convenient for different audiences. The City has already outlined their vision for these meetings, and we envision these fitting perfectly into the three engagement phases described earlier:

#### 3.4.1 Public Notification Phase

**Meeting #1:** Informing and educating will be the main goal of the first meeting. We will take special care to explain the process and purpose of the PSAP, why it is important to have the community's feedback, highlight safety focus areas of the City, discuss likely outcomes and goals, and explore opportunities to secure funding.

#### 3.4.2 Listening Phase

**Meeting #2 and #3 and #4 (3 virtual and 3 in-person):** Two meetings will be more technically focused and document the community's needs based on the findings of collision analysis within the City. Trends in the types of collisions and where they occur within the City will be highlighted. Safety focus areas will be reviewed to gain consensus on solutions and approaches. The main goal will be to develop measurable strategies that help address the major areas of concern.

**Meeting #5 and #6 and #7 (3 virtual and 3 in-person):** These meetings will serve as something of a halfway point marker for the engagement process. The project team will present the draft recommendations based on the technical data findings, preliminary stakeholder group feedback, and input that has been received from the public. We will solicit input from the community on the draft recommendations to finalize the recommendations.

#### 3.4.3 Implement Feedback Phase

**Meeting #8:** Discussions in this meeting will be focused on how the City can best be positioned for grants and funding opportunities. Technical pieces of the Plan will also be adjusted at this point if any further input is received. A discussion about resolving responsibilities and taking follow-up actions will also occur at this meeting.

### 3.5 Virtual Meeting Room Platform

To encourage further accessibility and increase public participation, the TJKM Team strongly recommends the City utilize MBI's Virtual Meeting Room (VMR) platform to supplement the PSAP's in-person meetings. Highly interactive, VMRs simulate what it feels like to attend a meeting and can be hosted online for any allotted amount of time. VMR visitors are allowed to ask questions, download collateral materials, view recordings of previous meetings, and are always able to be engaged in multiple languages. All the metrics and analytics are also tracked and included in our outreach reports, which help us show quantitative outreach results at the end of a project. Interactive samples of MBI's VMR platform can be accessed at the following links:



- LA Metro - Link Union Station (Union Station Replica VMR): <https://www.linkunionstation.com/virtual-meeting/index.php>
- Caltrans - Vincent Thomas Bridge Deck Replacement (Virtual Hub + VMR): <https://test.virtualeventroom.com/vmr-samples/hntb/vtb/>
- Riverside Transit Agency - Sustainable Service Plan (VMR): <https://test.virtualeventroom.com/vmr-samples/rta/ssp/virtual-meeting/index.php>

### 3.6 Pop-Up Events

Despite the current focus towards online outreach and digital engagement, putting boots on the ground and getting into the community still yields unique qualitative results, especially for local projects that will help save lives and increase public safety. Utilizing established civic events, MBI's bilingual staff will work with the City to secure a booth/table at least eight pop-up events such as the *Downtown Pomona's Collectors Street Faire/Antique Mart*, *Martin Luther King Celebration*, *Lunar New Year*, *Downtown Pomona "Walk the Beat"*, *PABSE Black History Celebration*, *Pomona Swap Meet*, *Fiesta Hispana*, and the *Haunted House at Palomares*.

### 3.7 Online Surveys

The TJKM Team will coordinate with the project team's technical experts to develop and distribute multilingual surveys with PSAP subject matter and topics. Surveys will be hosted online through SurveyMonkey but also be created for physical distribution at pop-up events. Drawing upon the City's large following on social media will also be important to distribute surveys. There are more than 33k current followers of Pomona's Instagram, Facebook, and Twitter/X accounts, a simple post that can be shared across all of these platforms with a link to the survey, VMR, and project webpage would be easy to develop. All physical surveys will also have QR Codes assigned to make it easier for individuals to participate if they are on the go at pop-up events.

### 3.8 Project Website

Under this task, to solicit feedback and communicate data and information to the public, we will develop a PSAP Webpage on either the City's website or as a stand-alone website with either utilizing the City's ArcGIS Online subscription. This interactive GIS mapping web base tool will provide an overview of the PSAP and its principles, purpose, goals, and objectives with complete instructions for using the tool. The webpage will include but not be limited to project overview, upcoming events, project timeline and updates (presentations, upcoming meetings, reports, etc.), comment boxes, contact information, online survey, and a public draft review section, in addition to the interactive GIS mapping and interactive input. The TJKM Team will work with the City staff to promote the project website on the City's official website and social media. We will incorporate results of public outreach and engagement into the PSAP.

### 3.9 Evaluation and Analysis of Collected Information

Under this task, the information collected from community engagement, online interactive tools through the project website, and stakeholders will be summarized, evaluated, and analyzed. Based on the evaluation and analysis the findings will be cross-referenced with project recommendations in existing Citywide plans.

***Deliverables:*** *Community Engagement Plan; Project Website; Stakeholder contact list/participant confirmation; Organize and attend five in-person stakeholder meetings; Organize and attend 14 community meetings; Organize and attend six pop-up events; Online surveys; Stakeholder and public outreach calendar/schedule, maps, visuals and collateral, and meeting notes/summaries for all meetings; and Summary of all feedback received as a section of the draft PSAP*

## **TASK 4 FUNDING AND NEXT STEPS**

The TJKM Team will share its experience and involvement in safety-related projects, as well as suggest the most feasible and reasonable practices and policies that the City should take into consideration for implementation. It will include, but is not limited to, overarching goals and objectives of the PSAP initiatives, a clear target on KSI collision reductions and eventual elimination, suggested departmental involvement, and performance tracking methods.

## **Implementation Framework**

The TJKM Team will first provide a matrix of pursuable Federal and State grant fact sheets that instruct City staff with materials and timeline for each funding opportunity. We will develop the Implementation Plan as part of the PSAP based on the E's strategies and SMART criteria with detailed descriptions, an estimated timeline of completion, responsible agencies, and potential funding sources.

## **Programming Matrix**

Based on community input, analysis, and findings, a program of work will be developed that allows for:

- Continuous activity to demonstrate that what can be done is being done
- A phased approach to planning, design and implementation of improvements
- Budget forecasting to minimize adverse impacts on public funding of other needed projects and programs
- Readily implementable improvements that provide benefits immediately in response to documented concerns
- A tiered approach to project planning and implementation that is flexible and responsive to changes in stated public needs and opportunistic to utilize whatever funding is available at a given time
- While programs like these are thought of in short-term, mid-term, and long-term project delivery, two other aspects should be considered:
  - Capital projects, which can take several years and multiagency coordination and funding to plan and implement
  - Administrative support, the daily program management, and accounting occurring within City staff to continue the resulting programs once the initial project is completed

Under this task, our team will develop cost estimates for capital improvement projects and maintenance related to improvements for all modes of transportation. Cost estimates will be developed based on industry standards and recent bids received by the City of Pomona. Cost estimates will be developed based on current costs and will escalate for future years by applying inflation factors to develop costs in five-year increments.

***Deliverables:*** *Implementation strategy for proposed recommendations, safety improvements, and project list as a section of the draft PSAP; and Programming Matrix*

## **TASK 5 CONCEPTUAL DRAWINGS**

TJKM under this task will develop conceptual drawings with preliminary cost estimates for the improvements for three projects based on the projects identified in the earlier tasks. The projects for which the conceptual drawings will be prepared will be in consensus with the City staff. The conceptual drawings will be developed using Google maps with relevant information integrated from the field observations and as-built drawings (provided by the City). The conceptual drawings we propose to develop will be ready for Grant Applications such as HSIP, SS4A and ATP.

***Deliverables:*** *Conceptual drawing with preliminary cost estimates for three priority projects*

## **TASK 6 ASSET MANAGEMENT**

Under this task, TJKM will develop GIS layers for existing pedestrian (excluding sidewalks) and bicycle infrastructure within the City of Pomona. We will collect the GIS layers and relevant information from the City (if available) and supplement it with data from Google maps and data collected from the field during our field observations in earlier tasks. In addition, to the existing pedestrian and bicycle network we will also incorporate any other planned projects within the City.

***Deliverables:*** *GIS layers for pedestrian and bicycle facilities*

## **TASK 7 FINAL REPORT**

**Subtask 7.1 Draft Report**

Based on the work completed, the TJKM Team will prepare the Pomona Safety Action Plan (PSAP) that aligns with State and Federal Highway Standards and meets City's requirements. The TJKM Team will produce a data-driven final document, which includes an identification of safety issues in the City as well as an inclusion of historical trends, contributing factors, crash patterns, and an exploration of near-miss data and unrealized risk. The TJKM Team will develop a PSAP that will be highly visual and clean in appearance that is concise and engaging. A list of proposed safety projects and strategies will be included as well as all other requirements.

**Subtask 7.2 Final Report**

Upon receipt of comments/suggestions from the City staff, the Final PSAP will be developed to incorporate the comments/suggestions and submitted for approval. Final PSAP will place the City on a competitive edge for future regional and state funding opportunities. TJKM will help present the Final PSAP to City Council for adoption. Upon final project completion, TJKM will provide a high-resolution, California-registered Engineer signed and stamped document in PDF format. We will also provide the City with all data and study products. All meeting summaries and technical analyses will be included as an appendix of the study.

***Deliverables:*** *Administrative Draft PSAP; Final PSAP; Materials and activities to support adoption; and Final PSAP report in high-resolution PDF format*

**EXHIBIT "A-1"****FEDERAL CONTRACT PROVISIONS**

During the performance of this contract, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

**1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A) – Breach of Contract Remedies: Section 3.8.1.1 of this Contract includes administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Contract.

(b) Appendix II to Part 200 (B) - Termination for Cause/Convenience: Section 3.8.1 of this Contract includes provisions for termination for cause or convenience by Agency, including the manner by which it will be effected and the basis for settlement.

(c) Appendix II to Part 200 (C) – Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred

from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Appendix II to Part 200 (D) – Davis-Bacon Act:

(i) Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

(ii) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(iii) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(iv) Additionally, contractors are required to pay wages not less than once a week.

(e) Appendix II to Part 200 (D) – Copeland "Anti-Kickback" Act:

(i) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(ii) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(iii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iv) Breach. A breach of the contract clauses above may be grounds for termination

of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(g) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(i) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,



subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Agency in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

(j) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Contractor shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(k) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(l) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(m) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Audits. The Contractor agrees to provide the State, Agency, USACE, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right also includes timely and reasonable access to the

Contractor's personnel for the purpose of interview and discussion related to the said books, documents, papers, and records. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, documents, papers, and records in any manner whatever for three (3) years after completion of the contract. The Contractor agrees to provide the USACE or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## 2. National Environmental Policy Act.

An award of federal assistance requires the full compliance with applicable environmental laws, and requirements. Accordingly, the Contractor agrees to, and assures that its Third Party Participants will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (i) Federal transit laws, such as 49 USC § 5323(c)(2), and 23 USC § 139; (ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 USC §§ 4321, et seq., as limited by 42 USC § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508; (iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49CFR Part 622; (iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 USC § 4321 note (35 Fed. Reg. 4247); and (v) Other federal environmental protection laws, regulations, and requirements applicable to the Contractor of the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013; (ii) Joint FHWA and FTA final guidance, "SAFTEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (iii) Other federal environmental guidance applicable to the Contractor or the Award, the accompanying Underlying Agreement and any Amendments thereto.

## 3. Build America, Buy America Act

The Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver. Contractors and their subcontractors who apply to bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

Tasks	2025						2026					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Task 0 Notice to Proceed												
Task 1 Project Management & Coordination												
Subtask 1.1 Project Manager Meetings												
Subtask 1.2 Project Kick-Off Meeting												
Subtask 1.3 Council/Commission Meetings												
Task 2 Data Analysis & Recommendations												
Subtask 2.1 Existing Conditions and Field Reconnaissance												
Subtask 2.2 Existing Plans, Policies, and Programs												
Subtask 2.3 Crash Analysis												
Subtask 2.4 Engineering Recommendations												
Subtask 2.5 Non-Infrastructure Recommendations												
Task 3 Stakeholder & Community Engagement												
Subtask 3.1 Establish Stakeholder Group												
Subtask 3.2 Stakeholder Group In-Person Meetings												
Subtask 3.3 Community Engagement Plan (CEP)												
Subtask 3.4 In-Person Community Meetings (Virtual and In-Person)		#1		#2,#3,#4				#5,#6,#7		#8		
Subtask 3.5 Virtual Meeting Room Platform												
Subtask 3.6 Pop-Up Events												
Subtask 3.7 Online Surveys												
Subtask 3.8 Project Website												
Subtask 3.9 Evaluation & Analysis of Collected Information												
Task 4 Funding & Next Steps												
Task 5 Conceptual Drawings												
Task 6 Asset Management												
Task 7 Final Report												
Subtask 7.1 Draft Report												
Subtask 7.2 Final Report												

EXHIBIT "C"  
COMPENSATION

City of Pomona  
Design Services for the Development of Safety Action Plan

Prepared by TJKM Transportation Consultants

Task	TJKM Transportation Consultants											MBI Media										Total Hours by Task	Total Cost by Task
	Nayan Amin	Ruta Jariwala	Mark Doty	Pranav Happa	Rutvij Patel	Esmail Balal	Jorge Muradas	Nithin Bonga Assistant Transportation Engineer	Grishma Pandya Assistant Transportation Planner	TJKM Hours by Task	TJKM Cost	Matthew Maldonado	Noemi Luna	Pamela Smith Deputy Project Manager	Lead Account Coordinator	Account Coordinator	Sr. Graphic Designer	Graphic Designer	Copy Writer/Translations/ QA/QC	MBI Hours by Task	MBI Cost		
	PIC & QA/QC	Project Manager	Task Lead	Task Lead	Project Engineer	Project Engineer	Traffic Engineer					Sr. Project Manager	Project Manager										
Billing Rate	\$300.02	\$300.02	\$208.38	\$127.14	\$245.49	\$241.07	\$129.49	\$119.86	\$96.42			\$169.07	\$127.60	\$105.27	\$86.13	\$79.75	\$136.37	\$82.94	\$90.37				
Task 1 Project Management & Coordination	12	66	52	0	16	4	0	0	62	212	\$ 45,107	0	23	0	0	0	0	0	0	23	\$ 2,935	235	\$ 48,042
1.1 Project Manager Meetings	4	32	32		16				32	116	\$ 24,482		16							16	\$ 2,042	132	\$ 26,524
1.2 Project Kick-Off Meeting		10	10			4				24	\$ 6,048		2							2	\$ 255	26	\$ 6,303
1.3 Council/Commission Meetings (5 Meetings)	8	24	10						30	72	\$ 14,577		5							5	\$ 638	77	\$ 15,215
Task 2 Data Analysis & Recommendations	0	76	32	50	16	56	0	100	146	476	\$ 79,319									\$ -	476	\$ 79,319	
2.1 Existing Conditions & Field Reconnaissance (5 days)		40				40		52		132	\$ 27,877									\$ -	132	\$ 27,877	
2.2 Existing Plans, Policies, & Programs		8	8						64	80	\$ 10,238									\$ -	80	\$ 10,238	
2.3 Crash Analysis		12	8	50					50	120	\$ 16,446									\$ -	120	\$ 16,446	
2.4 Engineering Recommendations		8	8		8	8		24	16	72	\$ 12,379									\$ -	72	\$ 12,379	
2.5 Non-Infrastructure Recommendations		8	8		8	8		24	16	72	\$ 12,379									\$ -	72	\$ 12,379	
Task 3 Stakeholder & Community Engagement	0	150	84	0	66	58	30	0	68	456	\$ 103,133	92	198	202	204	248	66	90	8	1108	\$ 116,620.28	1564	\$ 219,753
3.1 Establish Stakeholder Group		4	4							8	\$ 2,034	2	2							4	\$ 593.34	12	\$ 2,627
3.2 Stakeholder Group In-Person Meetings (5 Meetings)		40	40			10	10			100	\$ 24,042		20		8					28	\$ 3,241.04	128	\$ 27,283
3.3 Community Engagement Plan (CEP)		2	2							4	\$ 1,017	2	8	8	4	4				26	\$ 2,864.62	30	\$ 3,881
3.4 Community Meetings	0	8	8	0	0	4	4	0	12	36	\$ 6,707	8	10	12	12	12	2	2	0	58	\$ 6,320.98	94	\$ 13,028
3.4.1 Public Notification Phase (1 Meeting)		8	8			4	4		12	36	\$ 6,707	8	10	12	12	12	2	2		58	\$ 6,320.98	94	\$ 13,028
3.4.2 Listening Phase	0	72	6	0	30	24	0	0	0	132	\$ 36,002	46	104	112	100	112	26	26	4	530	\$ 56,446.40	662	\$ 92,448
6 In-person Meetings		48			24	18				90	\$ 24,632	32	60	68	62	74	16	16	1	329	\$ 35,065.49	419	\$ 59,697
6 Virtual Meetings		24	6		6	6				42	\$ 11,370	14	44	44	38	38	10	10	3	201	\$ 21,380.91	243	\$ 32,751
3.4.3 Implement Feedback Phase (1 Meeting)		8	8		4	4				24	\$ 6,013	8	10	12	12	12	2	2		58	\$ 6,320.98	82	\$ 12,334
3.5 Virtual Meeting Room Platform										0	\$ -	4	8	4			16	20	2	54	\$ 6,139.62	54	\$ 6,140
3.6 Pop-Up Events (8 pop-events)						16	16			32	\$ 5,929	8	16	16	32	32				104	\$ 10,386.64	136	\$ 16,316
3.7 Online Surveys		4	4		8				8	24	\$ 4,769	6	16	30	32	72				156	\$ 14,712.28	180	\$ 19,481
3.8 Project Website		4	4							8	\$ 2,034	8	4	8	4	4	20	40	2	90	\$ 9,594.38	98	\$ 11,628
3.9 Evaluation & Analysis of Collected Information		8	8		24				48	88	\$ 14,587									0	\$ -	88	\$ 14,587
Task 4 Funding & Next Steps		4	4		10				16	34	\$ 6,031									0	\$ -	34	\$ 6,031
Task 5 Conceptual Drawings		16			80	46		100		242	\$ 47,515									0	\$ -	242	\$ 47,515
Task 6 Asset Management		8		40			80		136	264	\$ 30,959									0	\$ -	264	\$ 30,959
Task 7 Final Report	4	20	32	0	0	0	0	0	120	176	\$ 25,439									0	\$ -	176	\$ 25,439
7.1 Draft Report	2	10	16						80	108	\$ 14,648										\$ -	108	\$ 14,648
7.2 Final Report	2	10	16						40	68	\$ 10,791										\$ -	68	\$ 10,791
Sub-Total	16	340	204	90	188	164	110	200	548	1860	\$ 337,504	92	221	202	204	248	66	90	8	1131	\$ 119,555	2485	\$ 457,059
Travel Costs											\$ 15,000										\$ 1,850		\$ 16,850
Printing & Miscellaneous											\$ 3,000										\$ 4,500		\$ 7,500
Total											\$ 355,504										\$ 125,905		\$ 481,409