CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
DE-25-172-SP

This Agreement is made and entered into as of July 22, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and Iteris, Inc., a CORPORATION with its principal place of business at 1700 Carnegie Avenue Suite 100 Santa Ana, CA 92705 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A.   City is a public agency of the State of California and is in need of professional services for the following project:

Leveraging Advanced Adaptive Signal Timing for Freight to Improve Safety and Mobility (hereinafter referred to as "the Project").

B.   Consultant is duly licensed and has the necessary qualifications to provide such services.

C.   The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.   <u>Services</u>.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2.   <u>Compensation</u>.

a.   Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b.   In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $505,767. This amount is to cover all printing and related costs, and the City will <u>not</u> pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.   <u>Additional Work</u>.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

1

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **425 calendar days.** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9.   Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10.   Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11.   Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a.   Commercial General Liability

(i)   The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii)   Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1)   Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii)   Commercial General Liability Insurance must include coverage for the following:

(1)   Bodily Injury and Property Damage
(2)   Personal Injury/Advertising Injury
(3)   Premises/Operations Liability
(4)   Products/Completed Operations Liability
(5)   Aggregate Limits that Apply per Project
(6)   Explosion, Collapse and Underground (UCX) exclusion deleted
(7)   Contractual Liability with respect to this Agreement
(8)   Property Damage
(9)   Independent Contractors Coverage

(iv)   The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

3

(v)   The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi)   The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b.   Automobile Liability

(i)   At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii)   Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii)   The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv)   Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c.   Workers' Compensation/Employer's Liability

(i)   Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii)   To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d.   Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

4

specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

      e.   <u>Minimum Policy Limits Required</u>

      (i)   The following insurance limits are required for the Agreement:

<u>Combined Single Limit</u>

Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

      (ii)   Defense costs shall be payable in addition to the limits.

      (iii)   Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

      f.   <u>Evidence Required</u>

      Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

      g.   <u>Policy Provisions Required</u>

      (i)   Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

      (ii)   The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a 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.

(v) 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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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.

i. Additional Insurance Provisions

(i) 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.

(ii) 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.

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

(iv)   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.

j.   <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12.   <u>Indemnification</u>.

a.   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, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all 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.

b.   If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (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.

13.   <u>California Labor Code Requirements</u>.

a.   Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which

7

include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor 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 subcontractor.

14.   Verification of Employment Eligibility.

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, and shall require all subconsultants and sub-subconsultants to comply with the same.

15.   Reserved.

16.   Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17   Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

8

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 <u>Documents</u>. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. <u>Organization</u>

Consultant shall assign Joshua McNeill as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. <u>Limitation of Agreement</u>.

This Agreement is limited to and includes only the work included in the Project described above.

21. <u>Notice</u>

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Fontana	Iteris, Inc.
8353 Sierra Avenue	1700 Carnegie Avenue Suite 100
Fontana, California 92335	Santa Ana, CA 92705
Attn: Sid Lambert, Purchasing Office	Attn: Joshua McNeill, PE, TE
slambert@fontanaca.gov	jmcneill@iteris.com

and shall be effective upon receipt thereof.

22. <u>Third Party Rights</u>

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23.   Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

24.   Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25.   Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26.   Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27.   Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28.   Time of Essence

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

29.   City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30.   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,

10

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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA   **VENDOR NAME.**

By: _____   By: _____
    Matthew C. Ballantyne   [INSERT NAME]
    City Manager   [INSERT TITLE]

Attest:

By: _____   By: _____
    Germaine McClellan Key   [INSERT NAME]
    City Clerk   [INSERT TITLE]

By: _____
    Phillip Burum
    Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Gia Kim
Director of Engineering / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____   _____
Jessica Brown   Sid Lambert
Chief Financial Officer   Purchasing Manager

EXHIBIT A

Scope of Services

Technical Approach

Iteris, in collaboration with the City of Fontana and its partners, will recommend, design and deploy adaptive signal technologies and connected vehicle data to enhance traffic efficiency, safety, and mobility across critical transportation corridors. The project will integrate existing infrastructure with advanced digital systems to optimize heavy-vehicle traffic flow while prioritizing collision reduction and multimodal accessibility.

The SMART Stage 1 project will concentrate on Citrus Avenue, Sierra Avenue, Valley Boulevard, and Jurupa Avenue. These represent major corridors that experience high freight movement and commuter travel demands. They serve as essential connectors for commercial traffic while also accommodating pedestrians, cyclists, and local commuters. To address safety concerns and improve efficiency, the project will leverage real-time data and signal optimization strategies that reduce congestion and mitigate risks of collisions.

A core component of the approach involves vehicle-to-infrastructure truck signal priority, which will help balance freight movement with overall roadway efficiency. By integrating connected vehicle data, Iteris will analyze acceleration and hard stop patterns to identify critical safety risks and adjust signal timing accordingly. The project will also implement pedestrian and bicycle detection technology, adjusting signal phasing in response to crosswalk activity, dark environments, and red-light violations. Additionally, near-miss analysis and signal control conflict monitoring will provide valuable insights into intersection safety, enabling proactive interventions to prevent crashes.

With these enhancements, the SMART Stage 1 project will create a safer and more efficient transportation network. Performance monitoring will guide decisions on scalability, ensuring successful applications are expanded citywide in future project phases. This initiative will also serve as a model for neighboring cities facing similar challenges, allowing them to implement cost-effective solutions based on Fontana's findings.

Scope of Work

TASK 1: ADMINISTRATION, DESIGN, AND ENGAGEMENT

With Joshua McNeill as Project Manager, Iteris will establish the foundation for efficient project management, grant compliance, community engagement, and prototype design to ensure successful implementation. It will focus on coordinating stakeholders, developing project prototype requirements, and integrating innovative transportation solutions while maintaining compliance with SMART Grant requirements.

Subtask 1.1 Administration and Project Management

The project team will develop a resource loaded master schedule to track progress, milestones, and deliverable timelines. Project coordination meetings will be held biweekly to facilitate communication and ensure alignment among city officials, industry partners, and research institutions. Iteris will provide monthly status reports with invoicing.

Subtask 1.2 Grant Compliance and Management

This subtask will ensure the project meets all SMART grant requirements with our subconsultant, SMG as our grant compliance lead. Compliance tracking will include funding allocation oversight and performance assessments. This includes but is not limited to:

- Quarterly Milestone Progress Performance Reports
- Quarterly Financial Reports (SF-425)
- Annual Draft and Final Implementation Reports
- Other Reports, as required such as SF-428
- Budget Justification Documentation
- Final Report for project closeout

Our team will work with city staff to prepare drafts for their review and submittal. Our team will keep city staff updated on upcoming reporting requirements and any issues that may need to be addressed to avoid becoming problems later in the project.

Subtask 1.3 Community Engagement

Extensive community engagement efforts will be conducted as directed in the proposal scope of work, beginning with an initial outreach assessment. Mid-project community meetings will be held to solicit feedback on prototype designs, with presentation materials, agendas, and notes documented. A final community engagement memorandum will summarize findings, ensuring transparency and informed decision-making.

Subtask 1.4 Prototype Design

Iteris will develop a comprehensive prototype design framework that enables the testing of advanced adaptive signal timing technologies, integrating both traditional roadside infrastructure and connected vehicle-to-everything (C-V2X) systems. This approach will assess how various adaptive signal strategies function within corridor and grid-network configurations and determine their interoperability when deployed in abutting or overlapping placements. The Iteris team will partner with OEMs during the development of the prototype to incorporate C-V2X safety applications.

The prototype will examine how optimizing the movement of heavy vehicles, particularly first/last-mile freight logistics, can lead to improved safety and mobility for all roadway users. By manipulating signal timing based on freight flow, pedestrian activity, and cyclist movements, the system will aim to reduce collision risks while enhancing the overall efficiency of key corridors. This prototype will provide valuable insights into how multimodal coordination can balance transportation needs and improve traffic operations for the City of Fontana.

Subtask 1.5 Functionality Assessment

Each prototype will undergo rigorous technical review and feasibility testing to confirm its ability to optimize traffic flow and improve safety. Findings from these assessments will be used to refine the implementation approach.

Deliverables

- o Resource-loaded project master schedule
- o Monthly progress reports
- o Kick-off meeting agenda and notes
- o Biweekly project coordination meeting agenda and notes
- o Quarterly milestone progress performance reports for SMART grant
- o Implementation report for SMART grant
- o Prototype designs and functionality assessment
- o Initial community needs outreach and assessment
- o Two mid-project community engagement efforts, including presentation materials, agendas, and notes
- o Community engagement memorandum
- o Final community engagement documentation
- o Final stakeholder assessment

TASK 2: PERFORMANCE MONITORING AND ASSESSMENT

Iteris will focus on ensuring the project achieves measurable improvements in safety, mobility, and freight movement optimization. Through real-time monitoring, data sharing, and analytical assessments, this task will support ongoing refinements and scalability considerations. It will also emphasize community engagement by integrating public feedback into traffic data evaluation and performance analysis.

Subtask 2.1 Data Sharing Plan

A structured plan will be developed to facilitate transparent data exchange between municipal agencies, private sector stakeholders, and research institutions. Public access considerations will also be incorporated to allow community stakeholders to engage with transportation performance metrics and findings. Project data sharing elements will be outlined in a data sharing plan.

Subtask 2.2 Data Acquisition

The project will collect and integrate various datasets, including connected vehicle data including OEM data and 3rd party data access, pedestrian and bicycle movement analytics, freight flow trends, and traffic signal performance metrics. Additionally, feedback from local businesses and residents will be gathered to assess perceived mobility improvements and safety enhancements along key corridors.

Subtask 2.3 Data Portal

A centralized digital platform will be developed to house traffic and safety data, enabling real-time access for city officials, researchers, freight operators and select public stakeholders. The portal will support automated reporting and visualization tools, fostering informed decision-making for future corridor improvements.

Subtask 2.4 Baseline Conditions

An initial report detailing existing traffic operations, safety challenges, and multimodal mobility trends along Citrus Avenue, Sierra Avenue, Valley Boulevard, and Jurupa Avenue will be developed. This memorandum will serve as a foundational benchmark for evaluating project effectiveness. Mid-project evaluations will be conducted to measure real-time changes in traffic patterns, collision rates, and signal performance. These assessments will be used to refine prototype applications and address emerging mobility issues within the community. Dr. Zhang, along with university researchers, will lead the data collection efforts associated with developing the baseline reporting.

Subtask 2.5 Project Performance Assessment

A comprehensive analysis will be prepared to evaluate and assess prototypes detailing key performance indicators, including safety improvements, congestion mitigation, and optimization of heavy-vehicle movement. Community feedback on transportation system effectiveness will be incorporated to ensure project outcomes align with local needs.

Deliverables

- Established data-sharing framework
- Acquired transportation and safety datasets, including public engagement feedback
- Functional digital data portal with visualization tools
- Baseline Conditions Memorandum
- Interim Baseline Conditions Assessment
- Final Project Performance Analysis Memorandum

TASK 3: PROTOTYPE DEVELOPMENT AND DEPLOYMENT

Iteris will focus on the technical development, procurement, and deployment of prototype solutions to enhance traffic management and optimize mobility along key corridors. It will include detailed traffic signal plans, vendor engagement, success measurement criteria, and comprehensive documentation to ensure effective implementation.

Subtask 3.1 Prototype Design and Review

The project team will develop and finalize detailed prototype design to be implemented along intersections and corridors approved by the City. Signal phasing adjustments, detection system integration, and adaptive timing solutions will be incorporated to enhance corridor efficiency and safety. A prototype alternatives technical memorandum will be prepared to evaluate various implementation strategies and assess potential impacts. The memorandum will outline the hardware and software requirements needed to support the functionality that demonstrates the project's objectives. Iteris will also outline the associated cost to ensure the prototype is deployed within the SMART Grant budget.

Subtask 3.2 Technology Procurement

A structured procurement process will be conducted, beginning with vendor Requests for Information (RFI) to solicit technical specifications and feasibility details from industry partners. The team will then issue Requests for Bid (RFB) to acquire necessary hardware, software, and communication modules required for prototype deployment. Vendor selection will be based on predefined technical and performance criteria to ensure compatibility with Fontana's existing infrastructure.

Subtask 3.3 Prototype Deployment

A performance measurement framework will be developed to evaluate prototype effectiveness in real-world conditions. This framework will outline key success indicators, including improvements in freight movement efficiency, reductions in collision risks, signal optimization accuracy, and overall mobility enhancements. Metrics will be monitored throughout implementation to refine functionality and ensure scalability.

The selected prototypes will be installed at designated intersections along Citrus Avenue, Sierra Avenue, Valley Boulevard, and Jurupa Avenue. Deployment efforts will focus on system calibration, real-time monitoring, and iterative testing to confirm operational reliability. A final prototype deployment report will be developed, detailing installation processes, system performance, and recommendations for future enhancements.

Deliverables

- Prototype alternatives technical memorandum
- Vendor Requests for Information (RFI)
- Vendor Requests for Bid (RFB)
- Defined criteria for measuring success
- Prototype deployment documentation and performance evaluation report

TASK 4: STAGE 2 DEVELOPMENT PLAN

This task will outline the approach for expanding the most effective prototype applications from Stage 1 to a citywide deployment in Stage 2. The strategy will ensure scalability, funding alignment, and continued collaboration with municipal agencies, private stakeholders, and neighboring cities seeking to implement similar transportation innovations.

Subtask 4.1 Assessment for Stage 2

A comprehensive evaluation of Stage 1 findings will be conducted to determine which prototype technologies demonstrate the highest levels of performance, safety improvement, and traffic optimization. This assessment will identify opportunities for refining and scaling successful applications while addressing any technical challenges encountered in the initial deployment phase. A cost estimate and assessment of funding opportunities will also be provided.

Deliverables:

- Stage 2 Deployment Assessment Report and Strategy Memorandum

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Table 1 – (DE-25-172-SP) Total Estimate

Task		ITERIS Joshua McNeill, PE, TE Project Manager	ITERIS Bernard Li, EE, TE, PTOE Senior Advisor & QA/QC	ITERIS Jason Xu, PE, PTOE, PMP Task Leader	ITERIS Rasool Andalibian PhD Task Leader	ITERIS Omid Modaghegh MCSE, IMSA, Task Lead	ITERIS Project Engineer	ITERIS Associate Engineer	SMG Tom Choe, PE Subconsultant Lead	SMG Mareeya Tongkul, Engineer	SMG Ellison Alegre, Senior Analyst	SMG Anna Moneymaker, Analyst	Xtelligent Michael Lim, CEO	Xtelligent Chris Grimes, Principal Engineer	Xtelligent Richard Pelletier, Lead Designer	Xtelligent Ketan Savla, Chief Science Officer	Cal Poly Pomona Yongping Zhang, Ph.D., PE Subconsultant Lead	Cal Poly Pomona Yangsong Gu, PhD, Project Engineer	Cal Poly Pomona Do Kim, PhD	Cal Poly Pomona Yunsheng Wang, PhD	Project Administrator	TOTAL HOURS	TOTAL COST
Staff Rates		$310	$320	$310	$240	$240	$195	$150	$288	$159	$202	$169	$250	$250	$250	$200	$200	$180	$200	$180	$100		
Task 1	**Administration, Design, and Engagement**	80	8	60	30	30	120	50	35	0	40	100	30	0	0	0	0	0	0	0	10	593	$134,854
1.1	Administration and Project Management	40	8	30					15				10								10	113	$32,081
1.2	Grant Compliance and Management	10				10			20		40	100										180	$35,823
1.3	Community Engagement	20		20			40	40														120	$26,200
1.4	Prototype Design	10		10	20	20	40	10					10									120	$27,600
1.5	Functionality Assessment				10	10	30						10									60	$13,150
Task 2	**Performance Monitoring and Assessment**	25	0	25	95	0	100	60	0	0	0	0	0	0	0	0	235	160	65	65	0	830	$167,300
2.1	Data Sharing Plan	5		5	20		30															60	$13,750
2.2	Data Acquisition	5		5	15		20															45	$10,600
2.3	Data Portal	5		5	20		50	60														140	$26,650
2.4	Baseline Conditions	5		5	20												90	80	30	30		260	$51,700
2.5	Project Performance Assessment	5		5	20												145	80	35	35		325	$64,600
Task 3	**Prototype Development and Deployment**	35	0	30	40	65	120	150	60	90	35	60	30	40	40	40	0	0	0	0	0	835	$175,573
3.1	Prototype Design and Review	10		10	10	30	80	100	20	60	15	30	20	20	20	20						445	$88,811
3.2	Technology Procurement	15		10		5	10	10	15	0	10	15										90	$21,281
3.3	Prototype Deployment	10		10	30	30	30	40	25	30	10	15	10	20	20	20						300	$65,481
Task 4	**Stage 2 Development Plan**	5	2	5	30	10	40	0	10	0	10	0	0	0	0	0	0	0	0	0	0	112	$26,040
4.1	Assessment for Stage 2	5	2	5	30	10	40		10		10											112	$26,040
		140	10	115	180	105	260	200	170	94	82	196	80	70	70	120	340	290	75	95	10	2370	$503,767
																			ODCs (Travel, expenses, etc.)				$2,000
																			Total				**$505,767**

EXHIBIT C

Activity Schedule

Proposed Project Schedule

Iteris has provided the following proposed project schedule as shown in **Figure 2**.

Figure 2 – Proposed Project Schedule